



# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

## REGULAR MEETING AGENDA

September 25, 2019

Regular Session: 6:00PM

### 1 CLOSED SESSION (NO CLOSED SESSION ITEMS)

### 2 OPEN SESSION

- 2A. Call Open Session to Order
- 2B. Pledge of Allegiance
- 2C. Roll Call
- 2D. Approval of Agenda Order

*This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.*

**Recommended Action:** By motion, accept the agenda as presented or amended.

### 3 AGENCY PARTNER REPORTS

- 3A. Placer County Sheriff
- 3B. CalFIRE
- 3C. Event Liaison
- 3D. Sierra Vista Community Center

### 4 PRESENTATION (NO PRESENTATION)

### 5 PUBLIC HEARING

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

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

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

### 5A. **Public Hearing for the Colfax Net Variance to allow a reduced setback to permit installation of a 60 to 80-foot-high telecommunication tower with antennas** *(Pages 4-30)*

**Staff Presentation:** Amy Feagans, City Planner

**Recommendation:** Decide whether to grant, grant with modifications, or deny the requested variance.

### 6 CONSENT CALENDAR

*Matters on the Consent Agenda are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.*

**Recommended Action:** Approve Consent Calendar



- 6A. **Minutes – Regular Meeting of September 11, 2019** (Pages 31-36)  
**Recommendation:** Approve the Minutes of the Regular Meeting of September 11, 2019.
- 6B. **Cash Summary Report – August 2019** (Pages 37-50)  
**Recommendation:** Accept and file
- 6C. **Award of Contract - Wastewater Treatment Plant Fencing** (Pages 51-66)  
**Recommendation:** Adopt Resolution \_\_-2019 authorizing the City Manager to enter into a contract with STA-BULL Fence Company Inc. in an amount not to exceed \$33,189.

## **7 PUBLIC COMMENT**

*Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.*

## **8 COUNCIL AND STAFF**

*The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.*

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers**
- 8B. **City Operations Update – City Manager**

## **9 COUNCIL BUSINESS**

- 9A. **Planning Grants Program Funds** (Pages 67-70)

**Staff Presentation:** Amy Feagans, City Planner

**Recommendation:** Adopt Resolution \_\_ - 2019 authorizing the following:

**SECTION 1.** The City Council of the City of Colfax hereby authorizes the City Manager to apply for, receive, and submit to the Department, the 2019 Planning Grants Program (PGP) application in the amount of \$160,000.

**SECTION 2.** In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, City's obligation related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

**SECTION 3.** The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB2 Planning Grants Program and Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. Any and all activities funded, information provided and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to pursue the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Funding Program Application.

**SECTION 4.** The City Manager is authorized to execute the City of Colfax Planning Grants application, the PGP Grant Documents, and any amendments thereto on behalf of the City of Colfax as required by Department upon receipt of the PGP Grant.



9B. **Proposed Location for the Colfax Skate Park** (Pages 71-86)  
**Staff Presentation:** Wes Heathcock, City Manager  
**Recommendation:** Adopt Resolution \_\_-2019 approving locating the Colfax Skate Park adjacent to the Splash Park.

9C. **Conduct Discussion and Adopt a Policy for Annual Selection of Mayor and Mayor Pro Tem** (Pages 87-89)  
**Staff Presentation:** Wes Heathcock, City Manager  
**Recommendation:** Discuss and consider adopting a policy for annual selection of Mayor and Mayor Pro Tem

## 10 GOOD OF THE ORDER

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

## 11 ADJOURNMENT

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

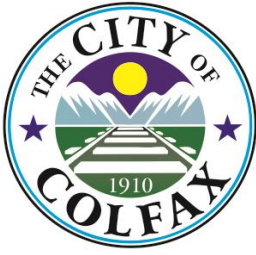
  
\_\_\_\_\_  
Jaclyn Collier, City Clerk

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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.

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# Staff Report to City Council

## FOR THE SEPTEMBER 25, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Amy Feagans, City Planner  
**Subject:** Public Hearing for the Colfax Net Variance to allow a reduced setback to permit installation of a 60 to 80-foot-high telecommunication tower with antennas

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Decide whether to grant, grant with modifications, or deny the requested variance.

**Project Notice:**

Project Title: Colfax Net Setback Variance  
 Applicant/Owner: Corey Juchau/Robert Amick  
 Location: Sierra Sky Court  
 Land Use (existing): Vacant, undeveloped (Wireless Communication antennas in trees)

**Surrounding Uses**

North: Large Lot Single family residence  
 South: Large Lot Single family residence  
 East: Large lot Single family residence  
 West: Large lot Single family residence

Assessor's Parcel Number: 100-100-030  
 Zoning District: R-1-10, Single family residential  
 General Plan Designation: Low density Residential

**Summary/Background**

This item was originally heard at the April 24, 2019 at the end of the testimony, the Council voted to continue the item to the May 22, 2019 meeting and again to the June 26, 2019 meeting. At the June 26 meeting the item was not continued to a specific date, but instead continued off calendar. The item has been publically posted and noticed as required by State law and City code for this meeting.

**April 24, 2019 Public Hearing**

The Council heard significant amounts of public comment in support and some in opposition to the setback variance request. After closing the public hearing, the Council discussed the project at length

and then voted to continue the item to the second meeting in May (May 22, 2019) to allow the applicant to provide additional information and to identify other alternatives available.

### Additional Information Requested

The Council asked the applicant to provide the following:

1. Confirmation of approval from PG&E
2. Professional survey of the dead tree
3. Proposed use of new tower space
4. Available options in lieu of the tower

### Response to Council Request

The applicant has provided the following updated information in response to the requests received at the April 24<sup>th</sup> meeting:

1. Letter dated September 13, 2019 outlining current status is last public meeting on April 24, 2019. (Attachment 1)
2. Confirmation of the approval from PG&E to provide service to the site. (the applicant has requested this information not be made public so it is not included in this report)
3. Sierra Surveys has provided a survey exhibit and letter certifying the height of the existing tree at 66 feet as measured from a temporary bench mark (TBM). Staff confirmed the location of the survey stakes and the TBM and included a photograph of the stake in relation to the dead tree. (Attachment 2)
4. As stated in the September 13<sup>th</sup> letter from the applicant, the proposed use of the new space will be to “continue to provide internet service to Colfax and the surrounding area while consolidating antennas.” They have also provided a scope of work, outlining the steps to be taken upon approval of the requested variance. (Attachment 3)
5. Other options considered as outlined in the September 12<sup>th</sup> letter (Attachment 4) included other possible opportunities on the current parcel (owned by Robert Amick), lease space on the existing towers south of the site, install utility poles in lieu of the lattice tower, and others. It appears that all options were rejected for various reasons.

### Previous Meetings and Information Submitted

On June 18, 2019, the applicant provided a letter dated June 18, 2019 outlining other options considered by the applicants (Attachment 5).

On June 7, 2019, staff received a letter (Attachment 6) from Attorney Tom Dunipace, attorney for neighbors Tom and Rose Swick.

**Project Analysis**

The applicant, as indicated in the September 13, 2019 letter, has pursued various alternatives to the proposed tower but eventually all were found unsatisfactory and rejected. The proposal remains to construct a three-sided tower approximately 66 feet in height as measured from the temporary bench mark (refer to Attachment 2). The antennas on the dead tree and the other antennas located in surrounding trees would all be located on this tower structure.

The immediate neighbor (Tom and Rose Swick) have submitted a letter in opposition to this proposal (Attachment 7) and to the May 16, 2019 letter from the attorney for ColfaxNet (Attachment 9) as has David Ackerman, also a neighbor on Sierra Sky Court (Attachment 8).

**Variance Findings**

Colfax Municipal Code Section 17.40.070 G requires the Council to make all of the following findings to approve a variance:

1. There are special circumstances applicable to the property, including size, shape, topography, location or surroundings, such that the strict application of the provisions of this zoning ordinance deprives the property of privileges enjoyed by other property in the vicinity and under identical land use.
2. The granting of the variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located.
3. The granting of the variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel.
4. The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to the property or improvements in such vicinity and land use district in which the property is located.

**Environmental Review:**

The project is categorically exempt from CEQA review pursuant to Section 15303 (New Construction or Conversion of Small Structures) of the CEQA Guidelines.

**Staff Recommendation:**

The four options proposed by staff at the last meeting are still appropriate for the variance consideration. Staff recommends the City Council take one of the following actions and direct staff to prepare the appropriate findings and conditions to support the decision made:

1. Approve the Variance as requested - findings required
2. Deny the Variance – findings required
3. Approve the Variance with conditions – conditions and findings required
4. Continue the item and request additional information

This item is a semi-judicial action and requires a majority of the full Council (three “yes” votes) to approve any of the actions listed above.

## Attachments

1. Letter dated 9/13/19 from applicant
2. Tree survey and current photos
3. Scope of work dated 9/13/19
4. Letter dated 9/13/19 from applicant updating options considered to date.
5. Letter dated 6/18/19 from applicant outlining options considered.
6. Letter dated 6/7/19 from Thomas M. Dunipace, Attorney for Tom and Rose Swick
7. Letter dated 9/17/19 from neighbors Tom and Rose Swick
8. Letter dated 9/17/19 from neighbor David Ackerman
9. Letter dated 5/16/19 from R. Monti Reynolds, Reynolds Tilbury Woodward LLP, Attorney for applicant

**Attachment 1**

ColfaxNet, LLC  
PO Box 1597  
Colfax, CA 95713  
530.346.8411  
[cs@colfaxnet.com](mailto:cs@colfaxnet.com)

September 13, 2019

Amy Feagans  
City of Colfax Planning Department  
33 S Main Street  
Colfax, CA 95713

Please find the information you requested in your 9/10/19 E-mail:

1. PG&E application - please find the enclosed preliminary invoice/marked "no amount due" (because it's been paid). **This PG&E invoice is not for public disclosure.** We have located the existing conduits on the parcel. We have met with the PG&E Service Planner and with the inspector. We determined the location of the meter and future conduits. We also reviewed their requirements. They collected a number of pictures, drawings and notes to take back to his office. Last week, we received a contract from PG&E to sign and return. Our contractor is ready to begin work as soon as we are.
2. The City of Colfax has issued an address for the parcel that our easement is on. It is 80 Sierra Sky Drive.
3. Height of tree surveyed – The height of the tree has been surveyed and documented. The surveyor recommended that the height of the tree be documented using various fixed locations tied together and then tied to a Temporary Benchmark. (TBM) This TBM will be used as a reference point to ensure the height of the tower will be the same as the tree was before construction began. The surveyor spent a day setting points to fulfill the requests of the Council. Someone stole all of the survey stakes!! The surveyor



had to come back and set a number of key points again. The tower height will be 66' higher than the TBM.

4. Use of tower space – Continue to provide Internet Service to Colfax and the surrounding areas while consolidating antennas.
5. Scope of work - please find the enclosed Scope of Work documents. This project will consolidate antennas to the replacement tower. We will also rectify how utilities are provided to 80 Sky View Drive, a condition that was overlooked during the process of the Boundary Line Adjustment (MBR) performed by prior property owners. The MBR separated the source of electricity from ColfaxNet's easement
6. Other options considered - please find the Other Options Considered document

Please let us know if we can provide any more information.

Thank you,

Corey and Lynele Juchau  
ColfaxNet Support Group  
[support@colfaxnet.com](mailto:support@colfaxnet.com)  
530.346.8411  
PO Box 1597  
Colfax, CA 95713

Attachment 2

# Sierra Surveys

8473 Sky Creations Court  
Garden Valley, CA 95633  
530-748-9015

June 19, 2019

Field work performed 6-14-2019:

Located the height of tree containing Colfax net's antenna and Set a Temporary Bench Mark "TBM"

Results:

Tree Height is 66 feet relative to TBM

TBM elevation (assumed): 4075'

All Measurements were made with a Sokkia IX Robotic Total Station and FC-5000 TOPO Tablet Data Collector.

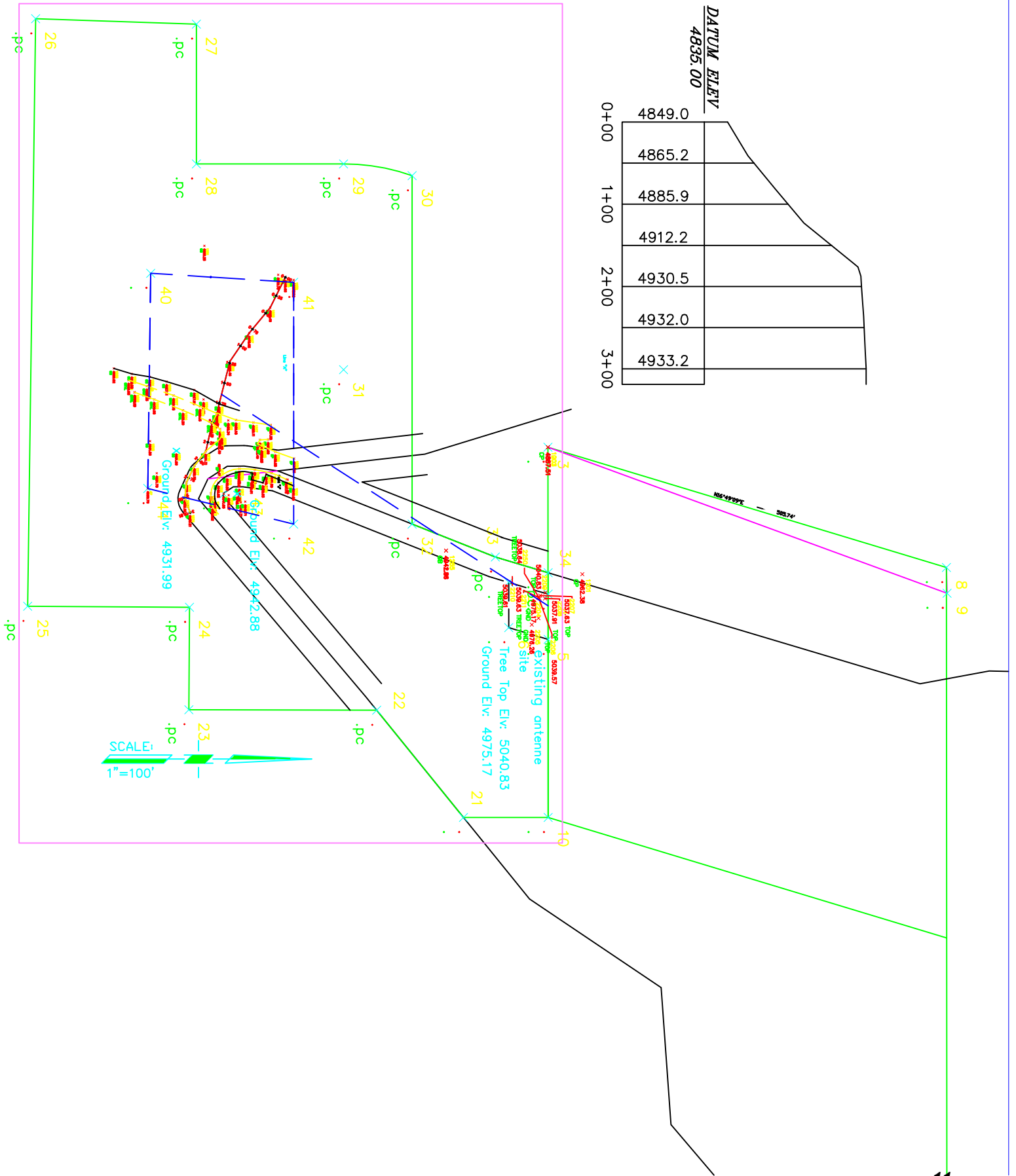


James M. Juchau PLS 8473



Attachment 2

DATUM ELEV 4835.00	
0+00	4849.0
1+00	4865.2
2+00	4885.9
3+00	4912.2
4+00	4930.5
5+00	4932.0
6+00	4933.2





**Attachment 3**

ColfaxNet, LLC  
 PO Box 1597  
 Colfax, CA 95713  
 530.346.8411  
[cs@colfaxnet.com](mailto:cs@colfaxnet.com)

September 13, 2019

Amy Feagans  
 City of Colfax Planning Department  
 33 S Main Street  
 Colfax, CA 95713

### Scope of work

Amy:

Here is the Scope of work for the Colfax Hill tower project.

- 1-Obtain building permit for replacement tower
- 2-Install flush-mount junction box, power meter and 3" conduit from existing power transformer on Sierra Sky Court for electrical service to the tower site,
- 3-Order electric service from PG&E
- 4-Engineer tower
- 5-Order tower
- 6-Remove two dead trees and prep site for tower and equipment
- 7-Form tower foundation
- 8-Form 6' x 6' slab
- 9-Pour tower foundation and 6' x 6' slab for cabinet
- 10-Install equipment cabinet on 6' x 6' slab and connect electric
- 11-Receive and assemble tower
- 12-Paint tower on ground
- 13-Install transition Internet equipment to insure continuous service during construction
- 14-Place tower on foundation
- 15-Paint, relocate and activate all existing equipment to replacement tower.
- 16-Clean up area, work completed



ColfaxNet, LLC  
PO Box 1597  
Colfax, CA 95713  
530.346.8411  
[cs@colfaxnet.com](mailto:cs@colfaxnet.com)

September 13, 2019

Amy Feagans  
City of Colfax Planning Department  
33 S Main Street  
Colfax, CA 95713

Other Options Considered

Amy:

Here is the list of other options that ColfaxNet has considered.

- Surveyed property on Colfax Hill to determine feasibility of locating tower at different locations within Mr. Amick's property
  - Found that because of setbacks for the tower and excessive slopes, all locations were eliminated on the entire property making the existing location unique. This is because of the line-of-site requirement of ColfaxNet's network, the change in elevation would require a taller tower and even larger setbacks than those shown on the map.
  - Survey stakes stolen soon after placed by surveyor.
  - No additional evaluation performed or needed
- Lease space on the towers on hill to the South of our easement
  - Space on the towers were not available in directions and heights required
  - Space that was available for ColfaxNet's use was obscured by hills and trees (line-of-site requirements)
  - The trees surrounding the towers obscured the line-of-sight directions required
  - Additional site(s) would need to be obtained and were not found
- Install 3 wooden utility poles in place of a metal tower, creating a wood tower
  - This is a viable option
  - 10% of the pole's height +2 feet would be in the ground
  - Guy wires not needed with three poles.
  - Single pole would require guy wires

- Single pole would not have sufficient space
- Received no support from the Swicks
- Move Colfax Hill equipment to an entirely different location
  - This asks ColfaxNet to start over and develop an entirely new network design, acquire entirely new subscribers, basically re-start up a new business that has been in place for over 18 years
- Several property owners have come forward and offered their property as possible tower sites.
  - We have inspected these properties' locations and the negative results vary
  - no power anywhere near the site
  - the locations are down in ravines and do not have line-of-sight to any other ColfaxNet sites
  - All of the sites are not able to receive signal directly from our backbone connection and would require additional repeater sites
- Use opposing neighbor's trees (Swicks)
  - Swicks strangely and contradictorily offered the use of any of their trees to mount our equipment and transmit our services
  - Surveyed, mapped and engineered all possibilities available
  - All locations' line-of-sight was obscured by other trees or topography
- Install tree tower
  - ColfaxNet secured financing for the purchase of a tree tower
  - The tower would need to be 15' taller due to branch design.
  - Raised issues with the parcel owner, Mr. Amick
  - Received no support from the Swicks
- Screening trees
  - Install fast-growing trees to further obscure
  - Received no support from the Swicks

Please let us know if we can help with anything else you need,

Thank you,

Corey and Lynele Juchau  
ColfaxNet Support Group  
[support@colfaxnet.com](mailto:support@colfaxnet.com)  
530.346.8411  
PO Box 1597  
Colfax, CA 95713

**Attachment 5**

ColfaxNet, LLC  
PO Box 1597  
Colfax, CA 95713  
530.346.8411  
[cs@colfaxnet.com](mailto:cs@colfaxnet.com)

June 18, 2019

Amy Feagans  
City of Colfax Planning Department  
33 S Main Street  
Colfax, CA 95713

Please find the information you requested in our meeting 4/20/19.

1. PG&E application - please find the enclosed paid preliminary invoice and various correspondence discussing installation of power to tower site. We have located the existing conduits on the parcel. We have met twice with the PG&E Service Planner in the field and determined the location of the meter and future conduits. He collected a number of pictures, drawings and notes to take back to his office. PG&E requires an address to be issued by the City of Colfax. On 4/23/19, we asked the Colfax Building inspector to issue an address for the Sierra Sky parcel. We reminded him on 4/30/19. The project is currently in PG&E's engineering department. As soon as their engineering is completed, they will provide design to us. Our contractor is waiting for PG&E to issue design to bring crews and equipment on site.
2. Height of tree surveyed – The height of the tower has been documented. Due to the variation of ground levels in the area, there is no one location to call the “height” of the tower. The surveyor recommended that the height of the tree be documented using various fixed locations tied together and then tied to a Temporary Benchmark located in a place that will not be disturbed during construction. This Temporary Benchmark will be used as a reference point to ensure height of the tower will be the same as the tree was before construction began. The surveyor spent a day



setting points on the hill to fulfill the request of the Council. Someone pulled all of the stakes out ruining the expensive work that was performed. The surveyor had to come back and set a number of key points again that were necessary to document the height of the tree. Although not an absolute “measurement” of the height of the tower, the surveyor set a point that may be used to compare the height of the tower to. It is on the flat area near the tower in the Northeast corner of ColfaxNet’s easement. It is marked with a stake and a yellow ribbon. The tower height will be 66’ higher than this point.

3. Use of tower space - ColfaxNet currently has 23 antennas of various size and shape installed on the hill. These antennas will be painted, a color determined by the Colfax City Planning Director, to blend in with surrounding foliage and relocated to the tower at various heights and directions. Each will be mounted in a location to obscure them as much as possible.
4. Scope of work - please find the enclosed Scope of Work documents
5. Other options considered - please find the enclosed Other Options

Please let us know if we can provide any more information.

Thank you,

Corey Juchau  
ColfaxNet Support Group  
[support@colfaxnet.com](mailto:support@colfaxnet.com)  
530.346.8411  
PO Box 1597  
Colfax, CA 95713

**Attachment 6**

Thomas M Dunipace  
Attorney at Law  
1150 Stone Hearth Lane  
Lincoln, CA 95648  
June 7, 2019

Members of the Colfax City Council

**Re: Application for Variance by Colfax Net**

I represent Tom Swick, the adjoining landowner to the property of Robert Amick.

This request for a Variance should be denied for the following reasons:

First: **Lack of Standing**. The applicant, Corey Juchau, owner of Colfax Net, lacks standing to apply for a variance on the real property of Robert Amick, owner of APN 100-100-030. A variance runs with the land. There is no provision governing the granting of a variance based upon an easement. Robert Amick must be the entity seeking a variance and in these circumstances a variance is not needed for Robert Amick as he does not have special circumstances applicable to his property that deprives him the privileges of other property in the vicinity.

Second: **Regulatory Taking of Property**. Should the City approve this application, they have in essence taken the setback required by the City Code by burdening the adjoining land owner via regulatory action. There is no procedure for the taking of property via the variance process. The City has other powers that they can elect to use to initiate a condemnation action wherein Mr. Swick will be entitled to receive just compensation. The proposed tower has a diminishing monetary impact upon his property and restricts him in enjoying the current and future use of his land.

Third: **Hardship Must Relate to the Land**. The applicant offers no evidence of hardship to the parcel in the variance request. There must be a nexus between the variance requested and the hardship impacting the subject property. The applicant relies upon a commercial hardship to themselves and others but this does not rise to the required special circumstances applicable to the specific parcel.

In summary, not to minimize the conundrum facing Colfax Net, this request for a variance is not the appropriate vehicle to achieve their goals.

Respectfully,



Tom Dunipace

(530) 278-8314 [tdunipace@gmail.com](mailto:tdunipace@gmail.com) SB# 99222

Attachment 7

**Tom and Rose Swick**  
86 Sierra Sky Court  
Colfax, CA 95713

September 17, 2019

**Members of the Colfax City Council**

**Re: Application for Variance by Colfax Net**

I am writing in response to a letter sent by Colfaxnet's attorney, R. Monti Reynolds, to the City of Colfax, dated May 16, 2019. I feel that this letter contained several misleading or incorrect statements, and I would like to respond to them prior to the Colfax City Council meeting that is coming up on September 25. Below, Mr. Reynolds comments are in *italics*, followed by my response.

*A difference of 10 feet one way or another can be the difference between effective transmission and being blocked by a hill, tree or building. Due to the tree covered, hilly typography of Colfax, moving some of the antennas from their current locations by more than a few feet would break spokes in the network wheel.*

Response: It must be noted that the vast majority of Colfaxnet's antennas are currently not at the tower location and not even on the easement. Eight antennas are fairly close by on the Swick property, one antenna is 90 feet away from the tower location, seven antennas are 100 feet away from the tower location, and one antenna is 260 feet from the tower location. Colfaxnet claims that these antennas cannot be moved by more than a few feet, yet their plan is to move 17 of their 23 antennas away from their current locations to be on the tower. Colfaxnet's claim that these antennas can't be moved by more than a few feet completely contradicts their own plans regarding the tower.

*Broken spokes will mean loss of internet service to some ColfaxNet users. If the break can be repaired by the installation of additional antenna towers and if ColfaxNet elects to install such towers, that disruption may be temporary. If new towers are not installed, the service loss will be permanent, resulting in hardship to the users and economic hardship to ColfaxNet. It is unclear if ColfaxNet could survive the additional expense of mending the "broken spokes" with new towers or losing the users*

Response: Essentially, Colfaxnet is saying that they need time to create alternative paths to avoid a temporary disruption if the dead tree falls. For this reason, I have offered to rent space to them at a very reasonable rate for a period of 5 to 7 years, to give Colfaxnet plenty of time to come up with alternative paths while having a place for their antennas that are currently on the dead tree. Colfaxnet refused this offer, with the stated reason being that they needed to move all 15 antennas from all the various locations on the Amick property, and not just the six antennas from the dead tree, and that the topography from the Swick property was not sufficient for all 15 antennas. This isn't really about the dead tree. This is about Colfaxnet wanting to have a large tower to hold all of their antennas. If I were in their place, I would also want a large tower. The dead tree is just an excuse to get what they really

Attachment 7

want. If they wanted to overcome the crisis created by the dead tree, I have given them the opportunity, and they have refused it.

*The parties that will potentially see the tower are the residents of three properties located on Sierra Sky Court at the top of Colfax Hill. However, the tower should not be visible from any of these parties' residences. The only time when they would see the tower is while driving or walking on an approximately 100-yard stretch of road running directly beneath the tower. Even then, the visual impact will be minimized because, for most drivers, as the viewing angle to see the tower will be so great that it will be blocked by the roof of most automobiles. Realistically, the tower will only be viewed by drivers in convertibles and persons walking on the road below who will be able to look up at a very high angle.*

Response: The existing antennas are slightly visible from the Swick residence, and the proposed antennas will be 20 feet higher, but in fairness, this is not a concern. What concerns me is the following:

- From the southern end of our property, we would be looking almost straight up at the tower. It would be more than visible; it would be a terrible eyesore. We do not spend our days sitting in our house, and I spend substantial time throughout our property. This is why I immediately noticed Colfaxnet's construction when they commenced housing all their radio equipment on my property 15 years ago.
- We would like to build on that portion of our property when the last of our children leave the house. This is the reasoning behind the timeframe of 5-7 years that I have offered for Colfaxnet to rent space on our property. Trees would need to be cleared around that house for fire safety, making the tower not only highly visible from the new house approximately 40 feet from the tower, but from the existing house as well, as most of the trees currently blocking the view would be removed. Colfaxnet has offered to build a wall of trees near the location of the future house to block the view, but these trees would need to be removed for defensible space.
- Even before the new house is built, there is a good chance that many of the trees blocking the view will be removed. Like many homeowners in Colfax, we have lost our fire insurance, and have been forced into the so-called Fair Plan. Over the coming years, this situation is likely to get worse, and I would not be surprised if we are forced to remove several trees beyond the 100' defensible space requirements currently set forth by Cal Fire. Some insurance companies have already increased defensible space requirements beyond that limit.
- This tower will be highly visible from the road. Colfaxnet's reasoning on this issue is akin to putting somebody under a billboard and then telling them that they can't see it because it's up so high, with the difference being that this billboard will reach all the way down to the ground in the form of a large metal frame twelve and a half feet across. Keep in mind that any trees and brush currently in place that might obscure the view of the tower will be removed for clearance requirements and for the access road that Colfaxnet plans to build to access the tower. Every day when I drive home and see the antennas on the dead tree, and when my family and I go for walks after dinner walking by the antennas that litter the treeline, I am reminded of two things;
  1. Colfaxnet repeatedly telling me that I can't see it, and
  2. The fact that this equipment will be so much more visible once there is a tower in place, with a wide metal frame reaching from the antennas all the way down to the ground, completely unobstructed.

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- *The relative harmlessness of antennas is recognized by federal, state and local laws allowing antennas to be placed almost anywhere.*
- *The adjoining neighbor's residence is more than 400' from the existing antenna site.*
- *The party allegedly most concerned with radiation maintains a directional antenna on his property that directs far more radiation to his residence than the ColfaxNet antennas.*

Response: Again, the concern is not the radiation reaching our existing house, but the 23 radios plus all the additional future radios that will be radiating 8 feet from our future yard and forty feet from our future house, 24 hours a day, seven days a week. Not that it matters, but I have many radios that I work and experiment with, and the radio mentioned in Colfaxnet's letter has not been powered up in the last ten years, and it was operated for only a short time. As I sit here typing this letter in my office, I am surrounded by dozens of radios, but I don't leave them on and continuously transmitting next to my body, because as somebody who has worked in radio for 30 years, I know that this would be foolish, in spite of the FCC guidelines that the radios meet. Mr. Reynolds argument is that because these radios aren't illegal, it must be safe to live 40 feet away from 23 radios (and more in the future), with those radios constantly transmitting. I would disagree strongly with that notion, and this is precisely the reason that radio towers owned by serious businesses have exclusion zones around them. Just because a radio is legal and type accepted by the FCC, does not mean you can do absolutely anything with it and throw caution to the wind. Common sense still has to be utilized.

*ColfaxNet negotiated and paid for a deeded easement for this site prior to Mr. Amick's ownership. Through no fault of ColfaxNet, the deeded easement was wiped out by foreclosure on a previous property owner, leaving ColfaxNet with prescriptive rights.*

- *ColfaxNet negotiated and must pay Mr. Amick \$15,000 for the current deeded easement. (It has bought and paid for the easement twice.)*
- *In the past ColfaxNet has provided cash, free internet and other concessions for locating its antennas on other sites.*

Response: It's interesting that Colfaxnet does not want to mention the dollar amount paid the first two times for this easement. The original landowner told me that there was no money paid, and only free internet access provided. The second landowner was a business partner of the first landowner, while the original landowner still received free internet in the same house on the same property. The third landowner, Bob Amick, has not received any money to my knowledge or according to him. And of course, he has received no internet service, since he doesn't live on the property. My understanding is that Colfaxnet has put \$10,000 into an escrow, and they get the money back if no tower is granted. If the tower is granted, Amick gets the \$10,000. When the antennas go on the tower, Amick gets another \$5,000, and then Colfaxnet gives up prescriptive easement rights to all the other sites on Amick's property (90 feet, 100 feet, and 260 feet away). Again, the vast majority of the antennas have never been on any easement of any kind.

**Attachment 7**

To summarize, I highly suspect that contrary to paying for this easement three times, Colfaxnet has to date provided little more than free internet access (to the original landowner only), and at least a temporary cessation of legal threats against the current landowner for this easement.

I must stress that I have not seen the final agreement between Colfaxnet and Bob Amick, and I would suggest that you ask Colfaxnet for a copy of the agreement to verify these claims. Also, it's my understanding that Councilman Lomen has seen this agreement.

*ColfaxNet's proposal seeks to preserve the status quo. It is only changing its antenna support from wood to steel. The change does not violate any property rights.*

To the contrary, Colfaxnet is replacing a two-foot wide tree, with six antennas at a maximum height of 46 feet, to a very wide metal structure, six times as wide, and increasing the number of antennas at that site from six to 23, increasing the maximum antenna height by 20 feet, with spare capacity for far more antennas in the future. This is anything but preserving the status quo. This is about establishing an infrastructure that allows for future growth and creating a valuable asset that can be sold at a later date, subsidized by the devaluation of the Swick property.

Thank you for your time in reading this letter, and please feel free to contact me with any questions. I know that this issue has already taken up a great deal of city time.

Sincerely,

Tom and Rose Swick

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September 17, 2019

RE: ColfaxNet Proposed Tower on September 25, 2019 Agenda

Dear Colfax City Council Members,

Next week at the September 25<sup>th</sup> City Council meeting the ColfaxNet proposed tower agenda item will be back on the Agenda. I would like the Council Members to please reconsider the following **facts** when determining whether or not to approve the variance that has been requested:

1. It has been verified by at least multiple Council Members, the City, and the residents that live close to the proposed tower site that there is a viable option for ColfaxNet to relocate its equipment and rent space on at least one of the towers on Beacon Hill for an annual cost of between \$50,000-\$75,000, depending upon how many antennas actually would be relocated/installed;
2. According to Corey, ColfaxNet has “at least 1,000 customers”;
3. Conservatively, taking the highest cost of \$75,000 and the at least 1,000 ColfaxNet customers that exist, all ColfaxNet would have to do is cover the annualized cost of about \$75 per each customer, which works out to be no more than only \$7 per month for each customer;
4. Approving this variance would not only open the door to potential law suits filed against the City by those residents negatively affected by such an approval, but also exposing the City to a much higher risk of litigation by all other individuals and companies who also want to request a variance but get turned down by the City;
5. ColfaxNet’s equipment currently located in the trees on Colfax Hill currently devalues the properties at least adjacent to the proposed tower site; and if an actual tower gets approved and constructed, those same properties would become significantly more devalued;
6. Such a variance request that violates private property rights and negatively affects property value has NEVER been approved in the history of Colfax;
7. ColfaxNet DOES have reasonable and viable options to relocate its equipment to another site that doesn’t infringe upon those property rights that are supposed to be protected and preserved by the City.

What this proposed tower issue boils down to, is that the City of Colfax is still considering bailing out the poor business plan of ColfaxNet at the expense of its own residents. If there are set-back rules to protect personal property rights, why should an exception be made for a company just because that company had poor business planning to begin with.?. Above all, since all City Council Members and City Officials know by now that there ARE alternate site options for ColfaxNet to relocate its equipment to AND that Colfax area customers DO have several alternate ISP (Internet Service Provider) options...why is this matter still being considered? If ColfaxNet customers truly want to show their support for ColfaxNet, I’m sure ColfaxNet could convince its customers to pay an extra \$7 per month and still be paying a competitive monthly internet rate as compared to those rates being offered by other ISPs in the area.

On September 25<sup>th</sup>, please vote AGAINST this variance and protect those property rights of your very own residents who actually live within the City limits.

Respectfully submitted,

David Ackerman

May 16, 2019

Members of the Colfax City Council

Re: **ColfaxNet - Application for Setback Variance**

Ladies and Gentlemen:

Our law firm represents ColfaxNet, Inc., a family business that has supplied high-quality, low-cost wireless internet service to the Colfax community for more than 18 years. The hub of ColfaxNet's wireless network antennas has been located for 15 years in two trees located within 15 feet of one another near the top of Colfax Hill. One of these trees, an approximately 65' pine, has died and is in danger of falling. Should this occur, it is estimated that 350 ColfaxNet customers, a number of whom live in the City of Colfax, immediately will lose internet service. ColfaxNet desires to replace the dead "tree tower" with a metal tower of roughly the same height in the same location, remounting the same antennas used in the dead tree and those near it on Colfax Hill. The dead tree to be replaced is close to a property line. ColfaxNet has requested a variance from setback requirements so that the location of the antennas in the dead tree and the adjacent trees can be replicated on the replacement tower.

Maintaining the near exact location of the antennas now located in the dead tree area is critical to the continued operation of the wireless network that supplies internet services to ColfaxNet's users. The network is based on line-of-sight transmissions and is constructed in a manner similar to a wagon wheel. The dead tree area antennas are the hub of the wagon wheel. The antennas at the end of each spoke of the wheel must be able to "see" the hub antennas in order for the network to function. Line-of-sight requirements are very exacting. A difference of 10 feet one way or another can be the difference between effective transmission and being blocked by a hill, tree or building. Due to the tree covered, hilly topography of Colfax, moving some of the antennas from their current locations by more than a few feet would break spokes in the network wheel.

It has been suggested that ColfaxNet artificially created the need for this variance by obtaining a deeded easement for the proposed tower that would not allow for placement outside the setback zone. First, the deeded easement matches a historic deeded easement of ColfaxNet's that was eliminated due to foreclosure on a previous landowner. It was the only area the current landowner was willing to allow ColfaxNet to occupy. Obtaining an easement elsewhere on the Amick property is a practical impossibility. More importantly,



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this line of thinking ignores the unique nature of the dead tree tower location. ColfaxNet is not requesting to replace the tree tower in its exact location because it wants to be near a property line or due to the modest size of its easement on Colfax Hill. It needs to utilize the unique location of the dead tree tower. Even if a much larger easement could have been obtained (which it could not) ColfaxNet would still be seeking the variance to build at this location because it needs to have its antennas at the unique location where the hub can be located without breaking spokes in the wheel.

The only issue before the Council is a setback variance. If ColfaxNet were not tied to the unique location of the dead tree tower, it could build its tower outside a setback area on Colfax Hill without Council approval. The issue is not whether a tower of this type is appropriate on Colfax Hill. The Colfax Municipal Code, in keeping with state and federal law, has already answered that question. This is important to keep in mind because several issues have been raised which speak to the appropriateness of a tower or more accurately antennas. It is easy to lose sight of the one simple issue at hand in the face of emotional appeals speaking to matters already settled.

**A Variance is Appropriate**

The sole issue before the Council is whether a setback variance is appropriate to allow the tower location ColfaxNet needs. As we will show, a variance is appropriate.

**Variations and use permits are means of providing administrative relief from, or flexibility in, the application of zoning ordinances and regulations.** Most zoning laws are inherently of broad application, and are generally required to be uniform. (*cite omitted*). Variations, conditional use permits, and other administrative exceptions allow local governments to adjust zoning regulations or to provide site-specific regulations, consistent with the adopted zoning ordinance, **to avoid hardships or to achieve other appropriate goals**, without going to the extent of legislatively amending the zoning ordinance. See *Topanga Ass'n for a Scenic Community v County of Los Angeles* (1974) 11 C3d 506, 511. (*Lindgren & Matta, California Land Use Practice (2019), Section 7.19 emphasis added*)

In short, variations are a tool which gives the City Council the flexibility to prevent hardship or achieve other appropriate goals. As shown above, relocating the antenna away from the site of the dead tree tower will “break spokes” in the line of site network. This will result in hardship to numerous parties. Broken spokes will mean loss of internet service to some ColfaxNet users. If the break can be repaired by the installation of additional antenna towers and if ColfaxNet elects to install such towers, that disruption may be temporary. If new towers are not installed, the service loss will be permanent, resulting in hardship to the users and economic hardship to ColfaxNet. It is unclear if ColfaxNet could survive the additional expense of mending the “broken spokes” with new towers or losing the users, potentially resulting in the demise of the company, economic hardship to its owners and employees and loss of the best low cost internet service for all of its users in and outside of Colfax. (Note courts have affirmed local variations on the basis of factors tending to show purely economic hardship in the absence of relief. See,

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*e.g., Zakessian v City of Sausalito (1972) 28 CA3d 794, 799*) If ColfaxNet can withstand the economic cost of additional towers, it may need to raise rates, causing a hardship on users. Perhaps most important, the new towers required to fix the breaks may have their own impacts. Will residents near these new towers raise complaints?

Granting the variance is the best choice to preserving the status quo: good low-cost wireless internet to Colfax residents and their neighbors; keeping ISP prices in check through maintaining competition and allowing a choice of ISPs, and retaining a locally based, locally focused company. Variances exist so that useful goals such as these can be achieved and hardships avoided.

Against these goals, the council should consider any hardships on the surrounding landowners. Because the only material change to the status quo is substituting a metal tower for a dead tree, the only change (and arguable hardship) is a visual one. As we will demonstrate below, that “hardship” is minor.

**Necessary Findings**

In order to grant ColfaxNet’s variance, the Colfax Municipal Code states that the Council should make four findings. ColfaxNet’s request for variance allows for each of these findings. They will be discussed individually below.

**Finding No. 1** *There are special circumstances applicable to the property, including size, shape, topography, location or surroundings, such that the strict application of the provisions of this zoning ordinance deprives the property of privileges enjoyed by other property in the vicinity and under identical land use.*

As stated above, there are special circumstances with respect to this particular site location. This unique site is the hub of a complex existing line-of-sight network designed to account for the unique tree-covered, hilly topography of Colfax Hill and the greater Colfax community. If the tower were moved as much as 10 feet in any direction, one or more of the spokes of the wagon wheel network would be broken. While a broken spoke might be repairable if an additional tower was erected that has line-of-sight between the relocated hub and the end of the spoke node, this solution would only contribute to a greater proliferation of antennas and towers.

The second special circumstance that should be considered is the previous existence of a tree tower in the identical location. The tower has occupied this exact site for more than 15 years. The only material change from the status quo is the replacement of a wooden structure, in the form of a tree, with a metallic structure. Benefits and burdens to all parties will remain unchanged except for a minor visual change. This is itself a special circumstance. In no other location will the status quo be so preserved.

A third special circumstance is the slope and vegetation of the property in question. If we were to assume ColfaxNet could obtain an easement anywhere on the Amick property (which it cannot) and if we were to accept the broken spokes in the network that relocation

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would necessitate (which would cause severe hardship), the slope and vegetation of the Amick property would still make obtaining a suitable antenna height nearly impossible. The requested site is practically the highest point on the property. Each foot of elevation drop requires an increase of antenna height by a foot and a corresponding increase in the set back of two feet. The result is little or no footprint in the middle of the Amick property where a very tall antenna would need to be located. I suspect the neighbors would prefer a small tower nestled in the tree line to an Eifel tower towering above it from the middle of the property. This would justify a variance if the entire Amick property were in play. However, as a practical matter, access to any other site on the Amick property is unavailable.

**Finding No. 2** *The granting of the variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located.*

Properties of this zoning classification are allowed to have towers of this type. Granting a variance allowing the otherwise permitted tower to be built closer to a property line does not give this property a special privilege because other properties in the vicinity with similar zoning are allowed to have similar towers.

**Finding No. 3** *The granting of the variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel.*

There is no prohibition against having this tower for the purposes requested on the subject property. As such, the granting of the variance will not allow activity which is not otherwise expressly authorized.

**Finding No. 4** *The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to the property or improvements in such vicinity and land use district in which the property is located.*

Allowing the variance will not be detrimental to the public health or safety. The project maintains the status quo with the exception of exchanging wood for steel so public health and safety will be unaffected other than the positive effect of eliminating a tree that is in danger of falling.

Allowing the variance will not be detrimental to the welfare of the people of Colfax or injurious to property or improvements. If we discount the possibility for property damage posed by the dead tree tower, the only arguable impact on welfare or property is visual. The tower in question will not be noticeable from almost all of Colfax. By way of illustration, I would challenge anyone to spot the current antennas on the dead tree tower from any location other than Sierra Sky Court. The antenna can be seen from at least one place in downtown Colfax, specifically the parking lot of the US Bank building. It is a tiny dot of white buried in the tree line. It is miniscule compared to the three massive antennas located elsewhere on the ridge. Now imagine if that tiny white dot were painted a color

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blending with the trees. For practical purposes, this installation should be difficult to spot from anywhere other than Colfax Hill.

The parties that will potentially see the tower are the residents of three properties located on Sierra Sky Court at the top of Colfax Hill. However, the tower should not be visible from any of these parties' residences. The only time when they would see the tower is while driving or walking on an approximately 100-yard stretch of road running directly beneath the tower. Even then, the visual impact will be minimized because, for most drivers, as the viewing angle to see the tower will be so great that it will be blocked by the roof of most automobiles. Realistically, the tower will only be viewed by drivers in convertibles and persons walking on the road below who will be able to look up at a very high angle.

Opponents to the tower have shown photos of the antennas in and around the existing dead tree which make the antennas appear large and obtrusive. Fortunately, these pictures were taken from locations where no human will ever be. They are close-up drone shots taken from a height of over 60 feet above the ground or 70 feet above the road nearest to the tower. As a result, the visual impact suggested by the photos is grossly misleading.

Considering impacts to public health, safety and welfare cannot be complete without considering the positive impacts contributed by this tower. As stated above, this tower is integral to the ColfaxNet network. That network is instrumental in providing useful public information at a low cost to the citizenry of Colfax and their neighbors beyond the city limits. In the case of some persons, ColfaxNet's service is their only available internet service. For others, ColfaxNet is the low-cost quality provider, without which, they might not be able to afford internet service. In many cases, ColfaxNet is the only alternative to its competitors. The demise of ColfaxNet would result in virtual monopolies for competitive internet service in certain areas of Colfax removing the benefits of healthy competition and lower prices for the members of the Colfax community.

**All Those Other Issues**

The matter before the City Council is a simple variance request. It has been complicated by the emotional appeals of a handful of persons who have raised a number of irrelevant issues. I do not want to burden the Council or encourage the misdirection. Nonetheless a brief response may be helpful. Reserving the right to respond in more detail at a later date, let me address a few of the extra issues in outline form:

- Issue: Neighbors will have increased radiation exposure if the variance is granted.
  - The antennas have been in place for 14 years. All that is changing is what is holding the antennas.
  - Similar Towers and antennas are permitted by the zoning on Colfax Hill.
  - Radiation from the antennas is low and dissipates very rapidly based on the inverse square law.

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- The relative harmlessness of antennas is recognized by federal, state and local laws allowing antennas to be placed almost anywhere.
  - The adjoining neighbor's residence is more than 400' from the existing antenna site.
  - The party allegedly most concerned with radiation maintains a directional antenna on his property that directs far more radiation to his residence than the ColfaxNet antennas.
- Issue: ColfaxNet is getting free land.
    - ColfaxNet negotiated and paid for a deeded easement for this site prior to Mr. Amick's ownership. Through no fault of ColfaxNet, the deeded easement was wiped out by foreclosure on a previous property owner, leaving ColfaxNet with prescriptive rights.
    - ColfaxNet negotiated and must pay Mr. Amick \$15,000 for the current deeded easement. (It has bought and paid for the easement twice.)
    - In the past ColfaxNet has provided cash, free internet and other concessions for locating its antennas on other sites.
  - Issue: There are construction and utility service issues.
    - Code compliance will be enforced by the Building Department which will monitor construction.
  - Issue: ColfaxNet's existing tree towers on Colfax Hill were improperly permitted.
    - No permits were obtained because no permits were required for these types of installations.
  - Issue: The owner of the Amick property's rights would be violated by the variance.
    - ColfaxNet has agreements with the Amick property owner that contemplate the granting of the variance.
    - Should ColfaxNet violate its agreements, the property owner is well represented and can enforce its agreements without concerning the City of Colfax.
  - Issue: The neighboring property owner's rights would be violated by the variance.
    - ColfaxNet's proposal seeks to preserve the status quo. It is only changing its antenna support from wood to steel. The change does not violate any property rights.
    - If the neighboring owner believes the existing status quo to be improper, it may address its concerns with ColfaxNet directly without involving the City of Colfax.

There is a common theme as to why these extraneous arguments are invalid. All we are proposing is replacing a wooden tree with a metal one. Maintaining the status quo harms no one.

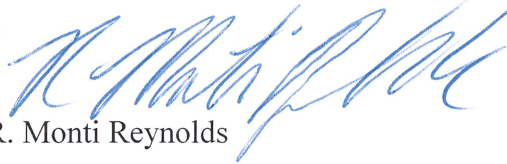
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**Conclusion**

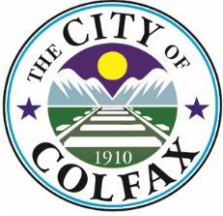
For the reasons stated above, we respectfully request that the City Council approve the variance on behalf of ColfaxNet.

Should any members of the City Council or City Staff have any questions regarding this matter or if there is any information that can be provided to further assist in the process, please do not hesitate to contact our offices.

REYNOLDS TILBURY WOODWARD LLP



R. Monti Reynolds



# City Council Minutes

Regular Meeting of Wednesday, September 11, 2019  
 City Hall Council Chambers  
 33 S. Main Street, Colfax CA

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## **1 CLOSED SESSION**

There was no closed session at this meeting.

## **2 OPEN SESSION**

### **2A. Call Open Session to Order**

Mayor Fatula called the open session to order at 6:02PM

### **2B. Pledge of Allegiance**

Manny Temores, Placer County Sheriff, led the Pledge of Allegiance.

### **2C. Roll Call**

Council Members present: Fatula, Mendoza, Douglass, Burruss, Lomen

### **2D. Approval of Agenda Order**

The motion was made by Councilmember Burruss and seconded by Mayor Pro Tem Mendoza and approved by the following voice vote:

**AYES:** Fatula, Mendoza, Douglass, Burruss, Lomen

**NOES:**

**ABSENT:**

Councilmember Burruss requested the agenda order be changed to allow other agency reports to appear at the beginning of the agenda. Council unanimously agreed to update the agenda order. The remainder of the agenda was approved as presented.

Mayor Pro Tem Mendoza requests recognition for Placer County Sheriff Manny Temores for his service.

Moment of silence in recognition of 9/11 victims.

## **3 PRESENTATION**

There was no presentation at this meeting

## **4 PUBLIC HEARING**

There was no public hearing at this meeting.

## **5 CONSENT CALENDAR**

5A Minutes – Regular Meeting of August 28, 2019

Recommendation: Approve the Minutes of the Regular Meeting of August 28, 2019

5B Sales Tax Analysis – Quarter Ended 06/30/2019

Recommendation: Information Only

5C Local Transportation Funds and State Transit Assistance Funds

Recommendation: Adopt Resolution 40-2019 authorizing the City Manager to file claims or execute agreements for: Local Transportation Funds in the amount of \$138,622 for streets and road purposes (Article 8 – Section 99400 of the California Public Utilities Code), and State Transit Assistance Funds of \$14,062 for transit services (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).

By MOTION, approve the consent calendar as presented.

The MOTION was made by Councilmember Burruss and seconded by Councilmember Lomen and approved by the following voice vote:

**AYES:** Fatula, Mendoza, Douglass, Burruss, Lomen

**NOES:**

**ABSENT:**

### **6 PUBLIC COMMENT**

Aneas Chance, Owner of Colfax Drug Co. stated Colfax Drug Co. is open for business, invited people to come by.

Jim Dion, Owner of GSPC talked about Colfax business license status and clarified he is not applying but renewing it.

Mayor Fatula, City Attorney Cabral, and Councilmember Burruss weighed in, confirmed there is no ordinance for micro-businesses in Colfax and that Council agreed not to form a committee but to hold special meetings so all voices can be heard.

Mr. Dion also provided paperwork about the current scare with CBD products.

Mayor Pro Tem Mendoza stated the President wants to stop all e-cigarettes and flavored nicotine.

Nancy Hagman, area resident clarified the pronunciation of Paoli as Pah-whole-ee, after speaking with Frank Paoli Jr.

### **7 COUNCIL STAFF AND OTHER REPORTS**

Councilmember Lomen

Councilmember Lomen met with property owners on Beacon Hill regarding Colfax Net tower. He stated no committees met. He mentioned Friday night Colfax High School is holding their Honor Game for First Responders and Veterans, starting at 6:00pm.

Councilmember Douglass

Councilmember Douglass stated Sierra Oaks had a good turnout for their open house. He provided an update for upcoming meetings and events for Sierra Vista Community Center and VFW. He discussed Pioneer Energy, issues with the rate hike, director resigned, provided clarification on the rate hike. He requested to make City Manager, Wes Heathcock, an alternate. He also requested people attend Railroad Days.

Mayor Fatula and Mayor Pro Tem Mendoza thank Councilmember Douglass for his time.

Mayor Pro Tem Mendoza



Mayor Pro Tem Mendoza mentioned the Highway 65 interchange ribbon cutting, still work to be done. She provided an update on upcoming events including; CA Preparedness Day, Billy Jean Ball Fundraiser, Robert Wells at City Hall, blessing of the Chinese Monument. She reported Nevada County is holding a joint town hall meeting about the NID dam on October 3<sup>rd</sup>.

### Council Member Burruss

Councilmember Burruss reported that she attended City of Redding's City Council meeting for discussion of compensation of solar rates, Redding delayed their decision. She talked about Senate Bill 1413. She spoke about upcoming projects; exit lanes on Rocklin Road, and Carpool/Auxiliary lane Douglas to Riverside. She also stated the Roundabout triggers projects required to be funded by CalTrans.

Mayor Pro Tem Mendoza requested clarification of acceleration lane at our Roundabout. City Manager Heathcock and Councilmember Burruss provided information.

### Mayor Fatula

Mayor Fatula stated Roundabout truck signs have been implemented and are working. He mentioned Highway 65 ribbon cutting. He met with Ty Conners, Chris Nave, and Frank Newman about an emergency exit and is hoping to create a master plan. He also requested a Proclamation for Myrtle Findley – all Council Members unanimously agreed.

### City Manager, Wes Heathcock

City Manager Heathcock reported staff is hoping to receive comments from the Regional Board, stated the sewer ad hoc subcommittee meets October 1<sup>st</sup>. He stated the Roundabout is on schedule and still \$30,000 under budget, expects to be completed by October 31<sup>st</sup>, even with asphalt upgrades we will remain underbudget. He reported a new business is coming into the former Crispin Cider location that is expected to bring in significant income for the city with taxes and possible employment opportunities.

Mayor Pro Tem Mendoza requested the community be made aware the owners of this new business are the current owners of the Colfax Theatre, Adam and Anna.

### Chris Nave, CHP Gold Run area

Chris Nave, CHP Gold Run Area stated Highway 50 closure of Echo Summit Bridge has been postponed until next year due to materials needed requiring additional time. He reported specialized enforcement, funded by grant money, will occur every weekend through Street Vibrations focusing on DUI and motorcycle safety.

### Tim Ryan, Chamber President

Stated he heard reports of snow on Mt. Rose yesterday. He provided an update on Coffee and Conversations as well as new businesses that joined the Chamber. He thanked maintenance staff for the work they do and reported the appreciation lunch held for workers was well attended. He mentioned upcoming events; Railroad Days,

Mixer at Railhead and stated he will be meeting with Hansen Bros about Winterfest fireworks. He reported Channel 13 will be in town the 18<sup>th</sup> to promote Railroad Days.

**8 COUNCIL BUSINESS**

**8A Chinese Monument Letter of Intent**

**Recommendation:** Adopt Resolution 41-2019 authorizing the mayor to sign the Chinese Monument Letter of Intent.

City Manager Heathcock stated Mayor Pro Tem Mendoza requested this item be on the agenda. He reports it is an opportunity for Colfax to be the location of the monument, the letter of intent is put before Council requesting the Mayor's signature.

Mayor Pro Tem Mendoza states the letter has support from Placer County Historical Society, she read the letter from Placer County Historical Society aloud. Mayor Pro Tem Mendoza stated there is support from the local historical society as well as Cindy Gustafson.

Councilmember Burruss requested Mayor Pro Tem Mendoza's signature be added to the letter as she has headed this project. Mayor Fatula agreed.

By Resolution 41-2019, authorize the Mayor and Mayor Pro Tem to sign the Chinese Monument Letter of Intent.

The MOTION was made by Councilmember Burruss and seconded by Councilmember Lomen and approved by the following voice vote:

**AYES:** Fatula, Mendoza, Douglass, Burruss, Lomen

**NOES:**

**ABSENT:**

**PUBLIC COMMENT:**

Nancy Hagman, area resident mentioned letters in support of the monument coming to Colfax should also come from multiple local organizations. Stated Colfax Historical Society was the first to recognize the Chinese, not Gold Run.

Will Stockwin, area resident requested clarification of the statue being completed and located in California. Mr. Stockwin suggested posting flyers to bring it to light.

Mayor Pro Tem Mendoza confirmed statue is complete and currently located at the Old Sacramento Railroad Museum. She would like it to create field trip opportunities for students.

**8B Mayor/Mayor Pro Tem Appointment Subcommittee**

**Recommendation:** Discuss consider establishing a Mayor/Mayor Pro Tem appointment policy subcommittee.

City Manager Heathcock requested Council consider putting together an ad hoc committee for determining selection process of Mayor and Mayor Pro Tem.

Councilmember Burruss suggested holding Special Meetings for the topic. She spoke in support of the current practice becoming an ordinance. She suggested this be an involved process with the public.

Mayor Pro Tem Mendoza asked Councilmember Douglass what his intent is and why a subcommittee is needed. She agrees we need something solid and states it has been done the same way since 2002.

Councilmember Douglass stated our Municipal Code is in need of improvement and suggested selecting one area every year to improve.

City Attorney Cabral mentioned Ordinance 36801 and stated each year council selects one member to serve as mayor. He agreed to review and place a selection policy on the next council agenda.

### **No action taken on this item.**

### **8C Colfax Connections Editor Stipend**

**Recommendation:** Adopt Resolution 42-2019 authorizing a \$300 per month stipend to the Colfax Connections Editor.

City Manager Heathcock reported Council established Colfax Connections in March 2019. He stated feedback from the public is in support of continuing Colfax Connections. He suggested a stipend for the editor, estimated 20 hours each, monthly, publication, \$300 per month. City Manager Heathcock pointed out Will Stockwin to be the Colfax Connections editor as of October, stated staff is recommending council approve the stipend so we can move forward with confirming the editor.

Mayor Pro Tem Mendoza asked if the stipend is enough, and if Mr. Stockwin believed there is anything missing.

Will Stockwin reported that currently there is nothing about City Council in the newsletter and with himself as the editor there will be, mentioned including items discussed in previous and upcoming meetings. Mr. Stockwin stated it is likely he will exceed 20 hours but doesn't feel the need for 20 pages. He states he was a professional editor for 30 years and can see improvements that can be made, and expressed interest in becoming the editor. Mr. Stockwin mentioned future changes to improve Colfax Connections, including possibility of commercial advertisements.

Councilmember Burruss stated she supports the stipend but would like to clarify a \$300 stipend is sufficient.

Tim Ryan stated he would like to see the new editor receive a \$300 stipend. He spoke in support of previous editors, Fred and Renee Abbott, receiving a contribution. Tim stated he understands it was a pilot program but feels their time and efforts should be compensated.

Council Members Burruss and Lomen agreed with Mr. Ryan. Councilmember Douglass stated he believes a stipend was appropriate from the beginning.

Nancy Hagman spoke in agreement with Mr. Ryan but also stated volunteers could be lost if it is a volunteer publication with a paid editor.

City Manager Heathcock requested the stipend begin at publication to allow compensation for the Abbotts.

Mayor Pro Tem Mendoza spoke in support of the stipend.

Councilmember Lomen agreed the publication has been a success and that certain contributed pieces should be looked into for compensation.

Mayor Fatula stated the editor does more work than write an article. He asked Ms. Hagman to clarify whether the issue is with the stipend or commercial aspect.

Ms. Hagman stated her problem is with the commercial aspect, not the stipend.

Councilmember Burruss stated she would like the stipend to secure the editor to continue the publication. She agreed that going commercial is a separate discussion. She also stated that if commercial advertising occurs, it should cover the cost of the stipend which could allow paid contributions. She confirmed that most agree with the editor and stipend status but to hold the commercial topic for future Council meetings.

By Resolution 42-2019 authorize a \$300 per month stipend to the Colfax Connections Editor. The MOTION was made by Mayor Pro Tem Mendoza and seconded by Councilmember Lomen and approved by the following voice vote:

**AYES:** Fatula, Mendoza, Douglass, Burruss, Lomen

**NOES:**

**ABSENT:**

Council unanimously agreed to retro the \$300 editor stipend back to the July 2019 publication.

**9 GOOD OF THE ORDER**

Councilmember Lomen mentioned Colfax High School Football Team's Honor Game Friday at 6:00pm and that the Fire Department is planning their Second Annual Santa.

Councilmember Douglass stated the Caboose would be open for Railroad Days and that he did not attend the Highway 65 ribbon cutting.

As there was no further business on the agenda, Mayor Fatula adjourned the meeting, without objection at 7:34pm.

Respectfully submitted to City Council this 25<sup>th</sup> day of September, 2019

  
\_\_\_\_\_  
Jaclyn Collier, City Clerk



# Staff Report to City Council

## FOR THE SEPTEMBER 25, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary Report – August 2019

*Budget Impact Overview:*

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

### Summary/Background

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in August 2019.

- Monthly highlights include:
  - Fund 100 – Sales Tax – Received final quarter adjustment for the period ending June 30, 2019.
  - Fund 385 – Roundabout Project – Processed first Construction Contract payment and have submitted applicable costs to be reimbursed by Caltrans (CMAQ and SHOPP granted funds).
- Negative cash fund balances are due to timing of funding allocations and reimbursements.
  - Fund 250 – The allocations for Fiscal year funding via Placer County Transportation Agency (PCTPA) was approved by the PCTPA Board at their August Board meeting. The City has submitted claim worksheets for funding in September. Full funding of budgeted transfers from Gas Tax Fund and General Fund will be recorded in fiscal year end closing process (June 2020).
  - Fund 355 – CDBG Pavement Culver – Pending fund transfer from Fund 244.

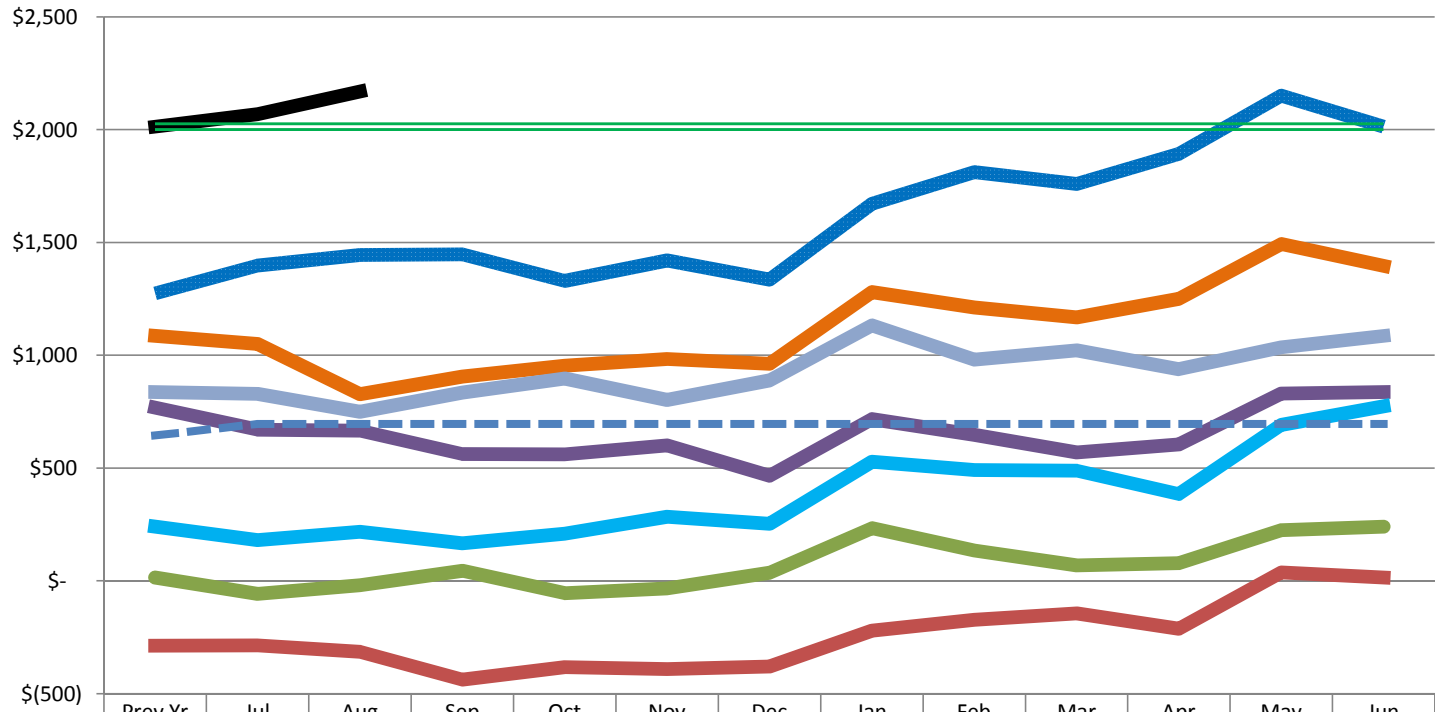
**Attachments**

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

Attachment 1a

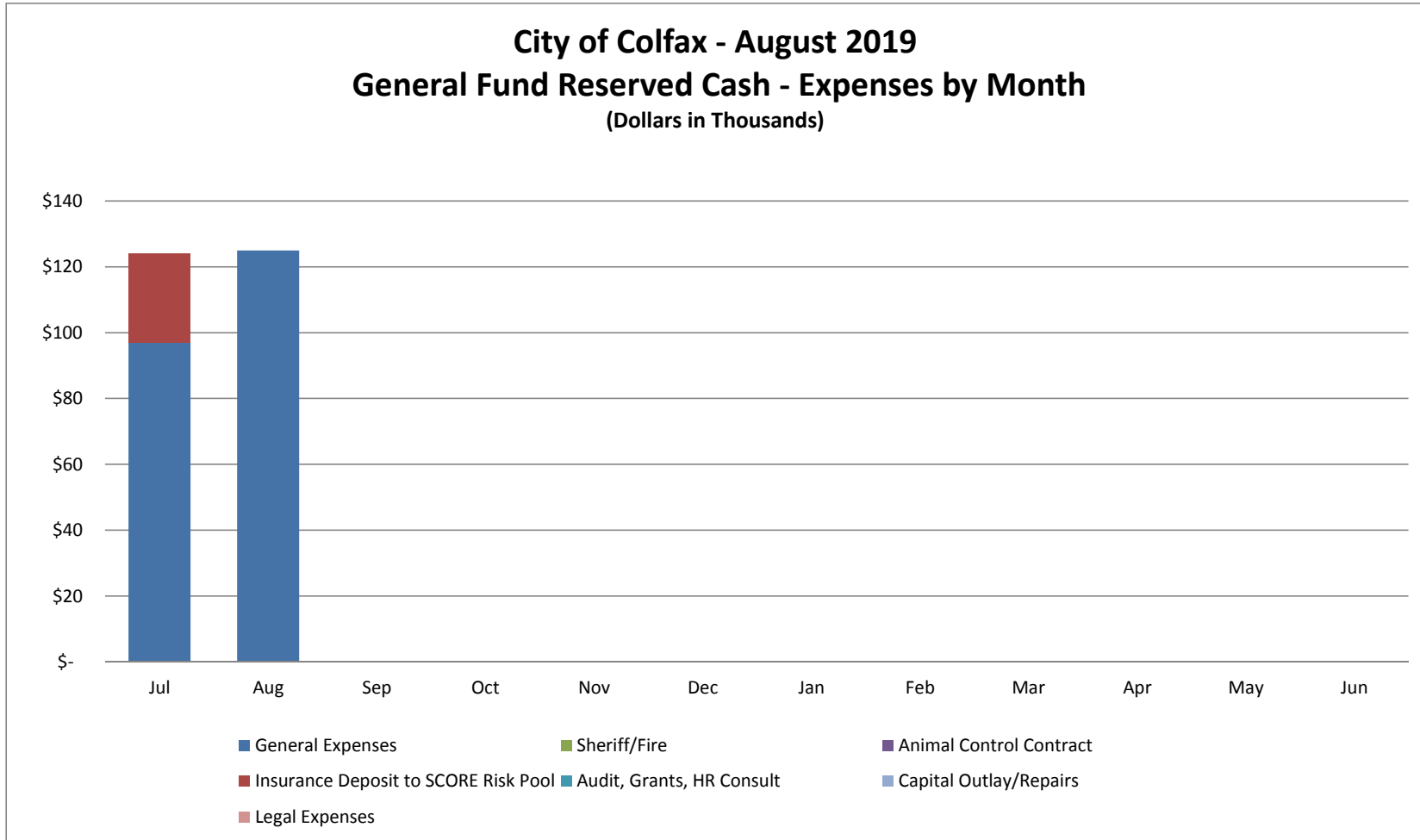
**City of Colfax - August 2019**  
**General Fund Reserved Cash Analysis**  
 (Dollars in Thousands)

Fiscal Year 2018-19 >>

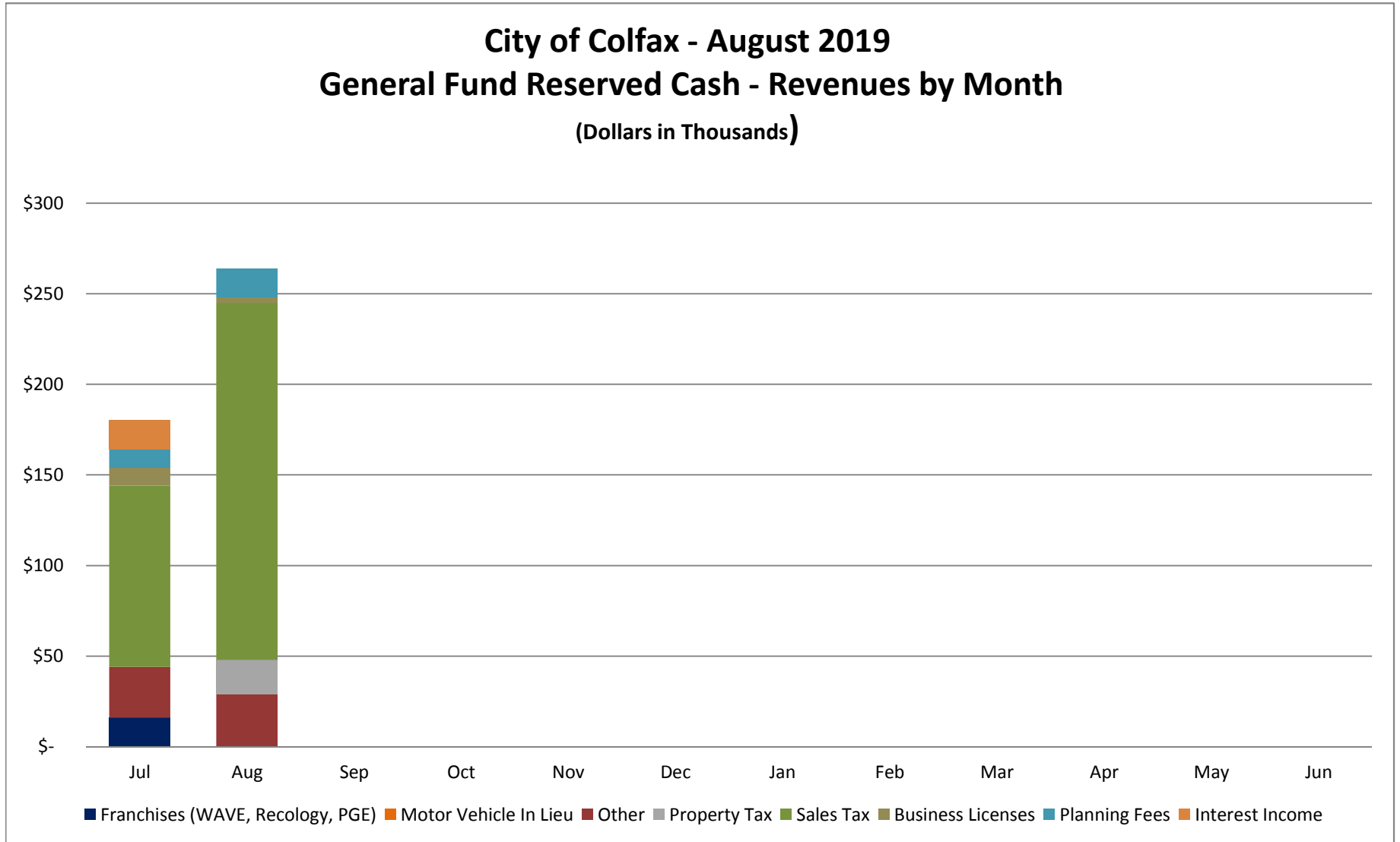


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169										
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	\$838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	\$773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	\$240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	\$15
*Reserves (Ops, Cap, Pen)	\$645	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695
Budget FY2018-19	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013

\* General Fund (GF) Reserves per adopted budget.







**Attachment 2a**

**City of Colfax  
Cash Summary  
August 31, 2019**

	Balance 07/31/2019	Revenues In	Expenses Out	Transfers	Balance 08/31/2019
US Bank	\$ 445,306.52	\$ 517,497.91	\$ (611,889.85)	\$ -	\$ 350,914.58
LAIF	\$ 6,038,334.13	\$ -	\$ -	\$ -	\$ 6,038,334.13
<b>Total Cash - General Ledger</b>	<b>\$ 6,483,640.65</b>	<b>\$ 517,497.91</b>	<b>\$ (611,889.85)</b>	<b>\$ -</b>	<b>\$ 6,389,248.71</b>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
<b>Total Cash</b>	<b>\$ 6,483,940.65</b>	<b>\$ 517,497.91</b>	<b>\$ (611,889.85)</b>	<b>\$ -</b>	<b>\$ 6,389,548.71</b>

**Change in Cash Account Balance - Total** \$ (94,391.94)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
  - 2. Check Register Report (Accounts Payable) \$ (510,304.25)
  - 3. Cash Receipts - Daily Cash Summary Report \$ 324,416.74
    - Payroll Checks and Tax Deposits \$ (69,308.34)
    - Utility Billings - Receipts \$ 160,803.91
    - LAIF Interest \$ -
- \$ (94,391.94) \$

Prepared by: Laurie Van Groning 9/4/19  
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock 9/5/2019  
Wes Heathcock, City Manager

**Attachment 2b**  
**City of Colfax**

**Cash Transactions Report - August 2019**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 2,062,182.67	\$ 247,377.54	\$ (115,219.09)	\$ 2,194,341.12
Fund: 120 - Land Development Fees	\$ 36,349.87	\$ 16,443.06	\$ (9,546.04)	\$ 43,246.89
Fund: 570 - Garbage Fund	\$ (68,755.37)	\$ -	\$ -	\$ (68,755.37)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 2,029,777.17</b>	<b>\$ 263,820.60</b>	<b>\$ (124,765.13)</b>	<b>\$ 2,168,832.64</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 200 - Cannabis Application	\$ 4,155.00	\$ 9,165.00	\$ -	\$ 13,320.00
Fund: 205 - Escrow Funds	\$ 101,625.38	\$ 0.86	\$ -	\$ 101,626.24
Fund: 571 - AB939 Landfill Diversion	\$ 26,917.26	\$ -	\$ -	\$ 26,917.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 789,822.40	\$ 38.63	\$ (5,258.16)	\$ 784,602.87
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 922,520.04</b>	<b>\$ 9,204.49</b>	<b>\$ (5,258.16)</b>	<b>\$ 926,466.37</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ 164,530.23	\$ -	\$ -	\$ 164,530.23
Fund: 211 - Mitigation Fees - Drainage	\$ 3,181.62	\$ -	\$ -	\$ 3,181.62
Fund: 212 - Mitigation Fees - Trails	\$ 45,605.77	\$ -	\$ -	\$ 45,605.77
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 4,925.06	\$ -	\$ -	\$ 4,925.06
Fund: 214 - Mitigation Fees - City Bldgs	\$ 4,806.55	\$ -	\$ -	\$ 4,806.55
Fund: 215 - Mitigation Fees - Vehicles	\$ 913.53	\$ -	\$ -	\$ 913.53
Fund: 217 - Mitigation Fees - DT Parking	\$ -	\$ -	\$ -	\$ -
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 202,758.80	\$ 1,000.00	\$ -	\$ 203,758.80
Fund: 250 - Streets - Roads/Transportation	\$ (22,339.51)	\$ 181.74	\$ (10,811.39)	\$ (32,969.16)
Fund: 253 - Gas Taxes/SB1 Road Maint	\$ 35,406.00	\$ 7,602.13	\$ (1,160.17)	\$ 41,847.96
Fund: 270 - Beverage Container Recycling	\$ 18,608.05	\$ -	\$ -	\$ 18,608.05
Fund: 280 - Oil Recycling	\$ 3,669.04	\$ -	\$ -	\$ 3,669.04
Fund: 292 - Fire Department Capital Funds	\$ 89,953.77	\$ 1,436.36	\$ -	\$ 91,390.13
Fund: 342 - Fire Construction - Mitigation	\$ 10,593.43	\$ -	\$ -	\$ 10,593.43
Fund: 343 - Recreation Construction	\$ 10,593.90	\$ -	\$ -	\$ 10,593.90
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>	<b>\$ 573,206.24</b>	<b>\$ 10,220.23</b>	<b>\$ (11,971.56)</b>	<b>\$ 571,454.91</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - Capital Projects - Gen (ADA project)	\$ -	\$ -	\$ -	\$ -
Fund: 351 - Rising Sun Project	\$ -	\$ -	\$ -	\$ -
Fund: 355 - CDBG Pavement - Culver	\$ (5,211.33)	\$ -	\$ (1,682.50)	\$ (6,893.83)
Fund: 385 - Roundabout	\$ 365,991.00	\$ -	\$ (342,348.39)	\$ 23,642.61
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ 360,779.67</b>	<b>\$ -</b>	<b>\$ (344,030.89)</b>	<b>\$ 16,748.78</b>
<b>Fund Type: 2.11 - Enterprise Funds - Unassigned</b>				
Fund: 560 - Sewer	\$ 1,066,068.80	\$ 143,224.43	\$ (105,494.56)	\$ 1,103,798.67
Fund: 561 - Sewer Liftstations	\$ 325,710.31	\$ 24,254.34	\$ (20,369.55)	\$ 329,595.10
Fund: 563 - Wastewater Treatment Plant	\$ 618,792.62	\$ 66,447.20	\$ -	\$ 685,239.82
Fund: 564 - Sewer Connections	\$ 55,881.90	\$ -	\$ -	\$ 55,881.90
Fund: 567 - Inflow & Infiltration	\$ 530,903.90	\$ 326.62	\$ -	\$ 531,230.52
<b>Fund Type: 2.11 - Enterprise Funds - Unassigned</b>	<b>\$ 2,597,357.53</b>	<b>\$ 234,252.59</b>	<b>\$ (125,864.11)</b>	<b>\$ 2,705,746.01</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ -	\$ -	\$ -	\$ -
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Totals:</b>	<b>\$ 6,483,640.65</b>	<b>\$ 517,497.91</b>	<b>\$ (611,889.85)</b>	<b>\$ 6,389,248.71</b>

# Attachment 2c

## Check Register Report

### Item 6B

A/P Checks - August 2019

Date: 09/04/2019

Time: 1:42 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
54910	08/01/2019	Reconciled		08/31/2019	01448	AMERIGAS - COLFAX	SHERIFF STATION PROPANE	19.69
54911	08/01/2019	Reconciled		08/31/2019	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	16.25
54912	08/01/2019	Reconciled		08/31/2019	4588	DRS MARINE, INC.	POND 3 REPAIRS	4,740.00
54913	08/01/2019	Reconciled		08/31/2019	07570	GRAINGER	WWTP SUPPLIES	50.35
54914	08/01/2019	Reconciled		08/31/2019	08050	HACH COMPANY	LAB SUPPLIES	460.46
54915	08/01/2019	Reconciled		08/31/2019	08170	HILLS FLAT LUMBER CO	STMT 7/25/19	408.09
54916	08/01/2019	Reconciled		08/31/2019	08501	HOME DEPOT CREDIT SERVICES	STMT 7/21/19	36.40
54917	08/01/2019	Reconciled		08/31/2019	12552	LOGAN ROOFING	CORP YARD RE-ROOFING	17,894.94
54918	08/01/2019	Reconciled		08/31/2019	16821	PSOMAS	ROUNDAABOUT PROJ. MAN JUN 19	14,750.00
54919	08/01/2019	Reconciled		08/31/2019	19575	SHANNA STAHL	MILEAGE REIMBURSEMENT	59.62
54920	08/01/2019	Reconciled		08/31/2019	21560	US BANK CORPORATE PMT SYSTEM	STMT 7/22/19	799.73
54921	08/01/2019	Reconciled		08/31/2019	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	35.19
54922	08/01/2019	Reconciled		08/31/2019	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT CABLE	5.22
54923	08/01/2019	Reconciled		08/31/2019	23169	WAVE BUSINESS SOLUTIONS	STMT 7/21/19	215.32
54924	08/08/2019	Reconciled		08/31/2019	03141	CALPERS	HEALTH PREMIUMS AUG 2019	7,751.03
54925	08/07/2019	Reconciled		08/31/2019	01460	AMERIPRIDE UNIFORM SERVICE	STMT 7/31/19	652.65
54926	08/07/2019	Reconciled		08/31/2019	01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLIES	65.27
54927	08/07/2019	Reconciled		08/31/2019	03435	CITY OF AUBURN	TEMP CITY CLERK SERVICES	1,247.64
54928	08/07/2019	Reconciled		08/31/2019	04574	KIM DOUGLASS	PCCOA MEETING MUSICIAN REIMB	400.00
54929	08/07/2019	Reconciled		08/31/2019	14859	GHD INC.	ROUNDAABOUT ENG SVCS JULY 2019	1,500.57
54930	08/07/2019	Reconciled		08/31/2019	07570	GRAINGER	WWTP BELT PRESS OIL	224.15
54931	08/07/2019	Reconciled		08/31/2019	08050	HACH COMPANY	WWTP LAB SUPPLIES	374.86
54932	08/07/2019	Reconciled		08/31/2019	08070	HANSEN BROS. ENTERPRISES	SEWER MAIN RPR - CANYON WAY	7,306.06
54933	08/07/2019	Reconciled		08/31/2019	08075	HARRIS INDUSTRIAL GASES	SHOP SUPPLIES - TORCH FUEL	107.41
54934	08/07/2019	Reconciled		08/31/2019	14356	NORTHERN CALIFORNIA GLOVE	WWTP SUPPLIES	314.54
54935	08/07/2019	Reconciled		08/31/2019	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JULY 2019	7,012.72
54936	08/07/2019	Reconciled		08/31/2019	16035	PG&E	ELECTRICITY	17,389.93
54937	08/07/2019	Reconciled		08/31/2019	16165	PLACER COUNTY ENVIRONMENTAL	Q2 2019 LANDFILL TESTING	748.00
54938	08/07/2019	Reconciled		08/31/2019	16161	PLACER COUNTY EXECUTIVE OFFICE	CAPITAL FACILITIES FEES	20,467.90
54939	08/07/2019	Reconciled		08/31/2019	16559	PLAZA TIRE AND AUTO SERVICE	PW TIRE RPR	20.00
54940	08/07/2019	Reconciled		08/31/2019	18197	RELIABLE SEPTIC	LIFT STATION PUMP OUT	1,450.00
54941	08/07/2019	Reconciled		08/31/2019	18400	RIEBES AUTO PARTS	STMT 7/31/19	46.77
54942	08/07/2019	Reconciled		08/31/2019	19037	SAFE SIDE SECURITY	CORP YARD SECURITY AUG 2019	95.00
54943	08/07/2019	Reconciled		08/31/2019	19052	MIKE SAYERS	EXTENDED SHIFT MEAL REIMB	7.25
54944	08/07/2019	Reconciled		08/31/2019	19396	SIERRA SAFETY COMPANY	PW TRUCK PARTS	128.70
54945	08/07/2019	Reconciled		08/31/2019	19319	SOLACE GRAPHICS	CITY BRANDING CONSULTANTS	1,500.00
54946	08/07/2019	Reconciled		08/31/2019	19695	STATE WATER RESOURCES CONTROL	BLANCHARD OIT APPLICATION	125.00
54947	08/07/2019	Reconciled		08/31/2019	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JULY 2019	7,012.50
54948	08/07/2019	Reconciled		08/31/2019	22134	VISION QUEST	TECH SUPPORT SUPPLIES	1,556.55
54949	08/07/2019	Reconciled		08/31/2019	23301	WESTERN PLACER WASTE	JULY SLUDGE REMOVAL	1,631.00
54950	08/07/2019	Reconciled		08/31/2019	23450	WINNER CHEVROLET, INC.	WWTP TRUCK KEY	65.86
54951	08/14/2019	Reconciled		08/31/2019	01270	ADAMS ASHBY GROUP, INC.	CDBG CULVER ST PROJECT	360.00
54952	08/14/2019	Reconciled		08/31/2019	01414	ALHAMBRA & SIERRA SPRINGS	9W/WWTP WATER	157.45
54953	08/14/2019	Reconciled		08/31/2019	01766	AT&T MOBILITY	CITY CELL PHONES JULY 2019	694.51
54954	08/14/2019	Reconciled		08/31/2019	03401	CHOICE BUILDER	SEPT 2019 PREMIUMS	739.75
54955	08/14/2019	Reconciled		08/31/2019	03516	COLFAX JR FALCONS FOOTBALL	SOFTBALL TOURN DEPOSIT REFUND	100.00
54956	08/14/2019	Reconciled		08/31/2019	04234	DE LAGE LANDEN FINANCIAL	COPY MACH MAINT JULY 2019	936.68
54957	08/14/2019	Reconciled		08/31/2019	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,386.98

**Attachment 2c**

**Check Register Report**

**Item 6B**

A/P Checks - August 2019

Date: 09/04/2019

Time: 1:42 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
54958	08/14/2019	Reconciled		08/31/2019	7223	GEOCON CONSULTANTS INC.	POND 3 GEOTECHNICAL	4,919.13
54959	08/14/2019	Reconciled		08/31/2019	07575	GRANITE CONSTRUCTION	ROUNABOUT CONSTRUCTION	289,611.05
54960	08/14/2019	Reconciled		08/31/2019	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	594.51
54961	08/14/2019	Reconciled		08/31/2019	12206	LEHR	LIGHTBAR FOR NEW WWTP TRUCK	1,724.40
54962	08/14/2019	Reconciled		08/31/2019	16142	PLACER COUNTY	CITY ENVELOPES	136.55
54963	08/14/2019	Reconciled		08/31/2019	16040	PURCHASE POWER	POSTAGE REFILL	503.50
54964	08/14/2019	Printed			19387(2)	SIERRA FOOTHILLS LITTLE LEAGUE	SPRING PRACTICE DEPOSIT REFUND	100.00
54965	08/14/2019	Reconciled		08/31/2019	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	165.37
54966	08/14/2019	Reconciled		08/31/2019	1791	SIERRA PROPERTY DEVELOPMENT	BILLBOARD MAINT & RPR	900.00
54967	08/14/2019	Reconciled		08/31/2019	19320	SOLENI	WWTP CHEMICALS	3,073.99
54968	08/14/2019	Reconciled		08/31/2019	19695	STATE WATER RESOURCES CONTROL	DWYER GRADE II CERT	125.00
54969	08/14/2019	Reconciled		08/31/2019	20514	TREE PRO TREE SERVICE	INCTREE REMOVAL BY BILLBOARD	3,975.00
54970	08/23/2019	Printed			01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLIES	159.94
54971	08/23/2019	Reconciled		08/31/2019	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JULY 2019	12,930.00
54972	08/23/2019	Reconciled		08/31/2019	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS JULY 2019	2,365.00
54973	08/23/2019	Printed			03540	COLFAX LIONS CLUB	CAR SHOW EVENT DEPOSIT REFUND	100.00
54974	08/23/2019	Printed			3499	COLFAX-TODDS VALLEY	ROUNABOUT CULTURAL SUP.	779.00
54975	08/23/2019	Printed			04592	DACOMM	WWTP INTERNET	99.95
54976	08/23/2019	Reconciled		08/31/2019	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	190.57
54977	08/23/2019	Reconciled		08/31/2019	07570	GRAINGER	WWTP SUPPLIES	43.17
54978	08/23/2019	Reconciled		08/31/2019	08070	HANSEN BROS. ENTERPRISES	BASE ROCK	750.64
54979	08/23/2019	Reconciled		08/31/2019	08159	HILL BROTHERS CHEMICAL	WWTP CHEMICALS	7,206.92
54980	08/23/2019	Reconciled		08/31/2019	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	933.76
54981	08/23/2019	Reconciled		08/31/2019	12180	LAWRENCE & ASSOCIATES	INCANDFILL MONITORING JULY 2019	1,308.75
54982	08/23/2019	Printed			19390	MAR-VAL'S SIERRA MARKET	STMT 7/31/19	5.41
54983	08/23/2019	Reconciled		08/31/2019	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	160.88
54984	08/23/2019	Reconciled		08/31/2019	16300	PCWA -PLACER COUNTY	CITY WATER	3,524.34
54985	08/23/2019	Printed			16007	PEDRO MCCRACKEN DESIGN GROUP	MCDONALDS REVIEW REFUND	2,400.00
54986	08/23/2019	Reconciled		08/31/2019	16140	PLACER COUNTY AIR POLLUTION	PER CAPITA ASSESSMENT 2019	1,036.50
54987	08/23/2019	Reconciled		08/31/2019	16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE RPR	1,363.57
54988	08/23/2019	Void	08/23/2019		16750	PR DIAMOND PRODUCTS, INC.	TRIMMER BLADE	0.00
54989	08/23/2019	Reconciled		08/31/2019	16821	PSOMAS	ROUNABOUT PROJ MNGMT	35,025.27
54990	08/23/2019	Printed			18193	RECOLOGY AUBURN PLACER	TAX ROLLS 18/19 5%	322.06
54991	08/23/2019	Reconciled		08/31/2019	18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS JULY 2019	4,482.00
54992	08/23/2019	Reconciled		08/31/2019	19396	SIERRA SAFETY COMPANY	FIRE ACCESS GATE PARKING SIGNS	21.99
54993	08/23/2019	Reconciled		08/31/2019	19397	SIERRA SAW	POLESAW & CHAINSAW PARTS	164.45
54994	08/23/2019	Reconciled		08/31/2019	21500	USA BLUE BOOK, INC	WWTP THERMOMETERS	170.96
54995	08/23/2019	Printed			23205	WATTS,KELLY	TAILGATE AUCTION EVENT REFUND	100.00
54996	08/23/2019	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
54997	08/23/2019	Reconciled		08/31/2019	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	332.73
54998	08/23/2019	Reconciled		08/31/2019	23451	WOOD RODGERS	2018 INSTRUMENTATION SURVEY	1,330.00
54999	08/30/2019	Reconciled		08/31/2019	2087	BASIC PACIFIC	FSA PLAN FEES AUG 2019	45.00

**Total Checks: 90**

**Checks Total (excluding void checks): 510,304.25**

**Total Payments: 90**

**Bank Total (excluding void checks): 510,304.25**

**Total Payments: 90**

**Grand Total (excluding void checks): 510,304.25**

**Attachment 2d**

**DAILY CASH SUMMARY REPORT**

**Item 6B**

General Cash Receipts - August  
08/01/2019 - 08/31/2019

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City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
<b>Fund: 100 - General Fund</b>							
	107662	2 08/01/2019	CR	100-000-1000	79.00	0.00	79.00
	107692	2 08/01/2019	CR	100-000-1000	9,001.00	0.00	9,001.00
	107693	2 08/01/2019	CR	100-000-1000	101.87	0.00	101.87
	107694	2 08/01/2019	CR	100-000-1000	200.00	0.00	200.00
	107695	2 08/01/2019	CR	100-000-1000	281.00	0.00	281.00
	107697	2 08/01/2019	CR	100-000-1000	112.00	0.00	112.00
	107767	2 08/01/2019	CR	100-000-1000	60.00	0.00	60.00
	107768	2 08/01/2019	CR	100-000-1000	136.25	0.00	136.25
	107773	2 08/01/2019	CR	100-000-1000	450.77	0.00	450.77
<b>08/01/2019</b>	<b>Daily Totals</b>				<b>10,421.89</b>	<b>0.00</b>	<b>10,421.89</b>
	107764	2 08/05/2019	CR	100-000-1000	720.00	0.00	720.00
	107765	2 08/05/2019	CR	100-000-1000	175.00	0.00	175.00
<b>08/05/2019</b>	<b>Daily Totals</b>				<b>895.00</b>	<b>0.00</b>	<b>895.00</b>
	107770	2 08/07/2019	CR	100-000-1000	252.00	0.00	252.00
	107771	2 08/07/2019	CR	100-000-1000	56.50	0.00	56.50
	107772	2 08/07/2019	CR	100-000-1000	25.00	0.00	25.00
<b>08/07/2019</b>	<b>Daily Totals</b>				<b>333.50</b>	<b>0.00</b>	<b>333.50</b>
	107774	2 08/08/2019	CR	100-000-1000	1,000.00	0.00	1,000.00
	107776	2 08/08/2019	CR	100-000-1000	2,765.00	0.00	2,765.00
	107777	2 08/08/2019	CR	100-000-1000	304.25	0.00	304.25
	107778	2 08/08/2019	CR	100-000-1000	184.11	0.00	184.11
	107779	2 08/08/2019	CR	100-000-1000	629.35	0.00	629.35
	107780	2 08/08/2019	CR	100-000-1000	394.78	0.00	394.78
	107782	2 08/08/2019	CR	100-000-1000	189.90	0.00	189.90
<b>08/08/2019</b>	<b>Daily Totals</b>				<b>5,467.39</b>	<b>0.00</b>	<b>5,467.39</b>
	107784	2 08/09/2019	CR	100-000-1000	75.00	0.00	75.00
	107785	2 08/09/2019	CR	100-000-1000	45.65	0.00	45.65
<b>08/09/2019</b>	<b>Daily Totals</b>				<b>120.65</b>	<b>0.00</b>	<b>120.65</b>
	107801	2 08/13/2019	CR	100-000-1000	165.90	0.00	165.90
	107804	2 08/13/2019	CR	100-000-1000	607.75	0.00	607.75
<b>08/13/2019</b>	<b>Daily Totals</b>				<b>773.65</b>	<b>0.00</b>	<b>773.65</b>
	107842	2 08/14/2019	CR	100-000-1000	913.55	0.00	913.55
	107843	2 08/14/2019	CR	100-000-1000	75.00	0.00	75.00
	107844	2 08/14/2019	CR	100-000-1000	18.70	0.00	18.70
<b>08/14/2019</b>	<b>Daily Totals</b>				<b>1,007.25</b>	<b>0.00</b>	<b>1,007.25</b>
	107853	2 08/15/2019	CR	100-000-1000	103.40	0.00	103.40
	107854	2 08/15/2019	CR	100-000-1000	100.00	0.00	100.00
	107855	2 08/15/2019	CR	100-000-1000	50.00	0.00	50.00
	107863	2 08/15/2019	CR	100-000-1000	0.00	212.48	-212.48
<b>08/15/2019</b>	<b>Daily Totals</b>				<b>253.40</b>	<b>212.48</b>	<b>40.92</b>
	107856	2 08/19/2019	CR	100-000-1000	50.00	0.00	50.00

Limited to include: JE Types of: CR

**Attachment 2d**

**DAILY CASH SUMMARY REPORT**

General Cash Receipts - August  
08/01/2019 - 08/31/2019

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
107857	2	08/19/2019	CR	100-000-1000	75.00	0.00	75.00	
107858	2	08/19/2019	CR	100-000-1000	50.00	0.00	50.00	
107861	2	08/19/2019	CR	100-000-1000	100.00	0.00	100.00	
107862	2	08/19/2019	CR	100-000-1000	507.90	0.00	507.90	
<b>08/19/2019 Daily Totals</b>					<b>782.90</b>	<b>0.00</b>	<b>782.90</b>	
107867	2	08/21/2019	CR	100-000-1000	50.00	0.00	50.00	
107868	2	08/21/2019	CR	100-000-1000	100.00	0.00	100.00	
107869	2	08/21/2019	CR	100-000-1000	300.00	0.00	300.00	
107870	2	08/21/2019	CR	100-000-1000	45.65	0.00	45.65	
107871	2	08/21/2019	CR	100-000-1000	21,523.95	0.00	21,523.95	
<b>08/21/2019 Daily Totals</b>					<b>22,019.60</b>	<b>0.00</b>	<b>22,019.60</b>	
107873	2	08/22/2019	CR	100-000-1000	25.00	0.00	25.00	
107874	2	08/22/2019	CR	100-000-1000	163.65	0.00	163.65	
107875	2	08/22/2019	CR	100-000-1000	427.35	0.00	427.35	
107876	2	08/22/2019	CR	100-000-1000	263.48	0.00	263.48	
107877	2	08/22/2019	CR	100-000-1000	164.25	0.00	164.25	
<b>08/22/2019 Daily Totals</b>					<b>1,043.73</b>	<b>0.00</b>	<b>1,043.73</b>	
107964	2	08/23/2019	CR	100-000-1000	118.80	0.00	118.80	
<b>08/23/2019 Daily Totals</b>					<b>118.80</b>	<b>0.00</b>	<b>118.80</b>	
107965	2	08/26/2019	CR	100-000-1000	1,491.02	0.00	1,491.02	
107966	2	08/26/2019	CR	100-000-1000	100.00	0.00	100.00	
107967	2	08/26/2019	CR	100-000-1000	77.55	0.00	77.55	
107968	2	08/26/2019	CR	100-000-1000	500.00	0.00	500.00	
107969	2	08/26/2019	CR	100-000-1000	2,769.62	0.00	2,769.62	
108045	2	08/26/2019	CR	100-000-1000	196,797.53	0.00	196,797.53	
<b>08/26/2019 Daily Totals</b>					<b>201,735.72</b>	<b>0.00</b>	<b>201,735.72</b>	
107982	2	08/28/2019	CR	100-000-1000	100.00	0.00	100.00	
107983	2	08/28/2019	CR	100-000-1000	120.00	0.00	120.00	
107985	2	08/28/2019	CR	100-000-1000	60.00	0.00	60.00	
107986	2	08/28/2019	CR	100-000-1000	41.50	0.00	41.50	
<b>08/28/2019 Daily Totals</b>					<b>321.50</b>	<b>0.00</b>	<b>321.50</b>	
107988	2	08/30/2019	CR	100-000-1000	211.55	0.00	211.55	
107990	2	08/30/2019	CR	100-000-1000	100.00	0.00	100.00	
107991	2	08/30/2019	CR	100-000-1000	150.00	0.00	150.00	
107992	2	08/30/2019	CR	100-000-1000	113.30	0.00	113.30	
<b>08/30/2019 Daily Totals</b>					<b>574.85</b>	<b>0.00</b>	<b>574.85</b>	
<b>Fund: 100 - General Fund</b>					<b>TOTALS:</b>	<b>245,869.83</b>	<b>212.48</b>	<b>245,657.35</b>
<b>Fund: 120 - Land Development Fees</b>								
107783	2	08/09/2019	CR	120-000-1000	197.05	0.00	197.05	
<b>08/09/2019 Daily Totals</b>					<b>197.05</b>	<b>0.00</b>	<b>197.05</b>	

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
107803	2	08/13/2019	CR	120-000-1000	402.68	0.00	402.68	
<b>08/13/2019 Daily Totals</b>					<b>402.68</b>	<b>0.00</b>	<b>402.68</b>	
107859	2	08/19/2019	CR	120-000-1000	300.00	0.00	300.00	
<b>08/19/2019 Daily Totals</b>					<b>300.00</b>	<b>0.00</b>	<b>300.00</b>	
107864	2	08/21/2019	CR	120-000-1000	786.31	0.00	786.31	
107866	2	08/21/2019	CR	120-000-1000	9,200.00	0.00	9,200.00	
<b>08/21/2019 Daily Totals</b>					<b>9,986.31</b>	<b>0.00</b>	<b>9,986.31</b>	
107872	2	08/22/2019	CR	120-000-1000	4,557.02	0.00	4,557.02	
<b>08/22/2019 Daily Totals</b>					<b>4,557.02</b>	<b>0.00</b>	<b>4,557.02</b>	
107989	2	08/30/2019	CR	120-000-1000	1,000.00	0.00	1,000.00	
<b>08/30/2019 Daily Totals</b>					<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	
<b>Fund: 120 - Land Development Fees</b>					<b>TOTALS:</b>	<b>16,443.06</b>	<b>0.00</b>	<b>16,443.06</b>
<b>Fund: 200 - Cannabis Application</b>								
107802	2	08/13/2019	CR	200-000-1000	1,165.00	0.00	1,165.00	
<b>08/13/2019 Daily Totals</b>					<b>1,165.00</b>	<b>0.00</b>	<b>1,165.00</b>	
107860	2	08/19/2019	CR	200-000-1000	4,000.00	0.00	4,000.00	
<b>08/19/2019 Daily Totals</b>					<b>4,000.00</b>	<b>0.00</b>	<b>4,000.00</b>	
107865	2	08/21/2019	CR	200-000-1000	4,000.00	0.00	4,000.00	
<b>08/21/2019 Daily Totals</b>					<b>4,000.00</b>	<b>0.00</b>	<b>4,000.00</b>	
<b>Fund: 200 - Cannabis Application</b>					<b>TOTALS:</b>	<b>9,165.00</b>	<b>0.00</b>	<b>9,165.00</b>
<b>Fund: 205 - Escrow Account - Developers</b>								
108004	2	08/30/2019	CR	205-000-1000	0.86	0.00	0.86	
<b>08/30/2019 Daily Totals</b>					<b>0.86</b>	<b>0.00</b>	<b>0.86</b>	
<b>Fund: 205 - Escrow Account - Developers</b>					<b>TOTALS:</b>	<b>0.86</b>	<b>0.00</b>	<b>0.86</b>
<b>Fund: 244 - CDBG MicroEnterprise Lending</b>								
107763	2	08/05/2019	CR	244-000-1000	1,000.00	0.00	1,000.00	
<b>08/05/2019 Daily Totals</b>					<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	



**Attachment 2d**

**DAILY CASH SUMMARY REPORT**

General Cash Receipts - August  
08/01/2019 - 08/31/2019

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
<b>Fund: 244 - CDBG MicroEnterprise Lending</b>					<b>TOTALS:</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>
107773	4	08/01/2019	CR	250-000-1000	181.74	0.00	181.74	
08/01/2019		Daily Totals			<b>181.74</b>	<b>0.00</b>	<b>181.74</b>	
<b>Fund: 250 - Streets - Roads/Transportation</b>					<b>TOTALS:</b>	<b>181.74</b>	<b>0.00</b>	<b>181.74</b>
<b>Fund: 253 - Gas Taxes</b>					<b>TOTALS:</b>	<b>7,602.13</b>	<b>0.00</b>	<b>7,602.13</b>
107963	2	08/22/2019	CR	253-000-1000	3,340.29	0.00	3,340.29	
08/22/2019		Daily Totals			<b>3,340.29</b>	<b>0.00</b>	<b>3,340.29</b>	
107987	2	08/30/2019	CR	253-000-1000	4,261.84	0.00	4,261.84	
08/30/2019		Daily Totals			<b>4,261.84</b>	<b>0.00</b>	<b>4,261.84</b>	
<b>Fund: 292 - Fire Department Capital Funds</b>					<b>TOTALS:</b>	<b>1,436.36</b>	<b>0.00</b>	<b>1,436.36</b>
107766	2	08/05/2019	CR	292-000-1000	1,436.36	0.00	1,436.36	
08/05/2019		Daily Totals			<b>1,436.36</b>	<b>0.00</b>	<b>1,436.36</b>	
<b>Fund: 560 - Sewer</b>					<b>TOTALS:</b>	<b>41,450.24</b>	<b>0.00</b>	<b>41,450.24</b>
107773	6	08/01/2019	CR	560-000-1000	539.49	0.00	539.49	
08/01/2019		Daily Totals			<b>539.49</b>	<b>0.00</b>	<b>539.49</b>	
107769	2	08/05/2019	CR	560-000-1000	250.00	0.00	250.00	
08/05/2019		Daily Totals			<b>250.00</b>	<b>0.00</b>	<b>250.00</b>	
107775	2	08/08/2019	CR	560-000-1000	61.33	0.00	61.33	
08/08/2019		Daily Totals			<b>61.33</b>	<b>0.00</b>	<b>61.33</b>	
107871	6	08/21/2019	CR	560-000-1000	40,599.42	0.00	40,599.42	
08/21/2019		Daily Totals			<b>40,599.42</b>	<b>0.00</b>	<b>40,599.42</b>	
<b>Fund: 561 - Sewer Liftstations</b>					<b>TOTALS:</b>	<b>407.00</b>	<b>0.00</b>	<b>407.00</b>
107696	2	08/01/2019	CR	561-000-1000	407.00	0.00	407.00	
107773	8	08/01/2019	CR	561-000-1000	220.37	0.00	220.37	

Limited to include: JE Types of: CR

**Attachment 2d**

**DAILY CASH SUMMARY REPORT**

**Item 6B**

General Cash Receipts - August  
08/01/2019 - 08/31/2019

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City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
<b>08/01/2019</b>		<b>Daily Totals</b>			<b>627.37</b>	<b>0.00</b>	<b>627.37</b>	
107781	2	08/08/2019	CR	561-000-1000	407.00	0.00	407.00	
<b>08/08/2019</b>		<b>Daily Totals</b>			<b>407.00</b>	<b>0.00</b>	<b>407.00</b>	
107984	2	08/28/2019	CR	561-000-1000	407.00	0.00	407.00	
<b>08/28/2019</b>		<b>Daily Totals</b>			<b>407.00</b>	<b>0.00</b>	<b>407.00</b>	
<b>Fund: 561 - Sewer Liftstations</b>					<b>TOTALS:</b>	<b>1,441.37</b>	<b>0.00</b>	<b>1,441.37</b>
<b>Fund: 572 - Landfill Post Closure Mainten</b>								
107773	10	08/01/2019	CR	572-000-1000	38.63	0.00	38.63	
<b>08/01/2019</b>		<b>Daily Totals</b>			<b>38.63</b>	<b>0.00</b>	<b>38.63</b>	
<b>Fund: 572 - Landfill Post Closure Mainten</b>					<b>TOTALS:</b>	<b>38.63</b>	<b>0.00</b>	<b>38.63</b>
<b>GRAND TOTALS:</b>					<b>324,629.22</b>	<b>212.48</b>	<b>324,416.74</b>	



# Staff Report to City Council

## FOR THE SEPTEMBER 25, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Chris J. Clardy, Community Services Director  
**Subject:** Award of Contract – Wastewater Treatment Plant Fencing

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> ✓	<b>Un-funded:</b>	<b>Amount:</b> \$33,189	<b>Fund(s):</b> 560
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2019 authorizing the City Manager to enter into a contract with STA-BULL Fence Company Inc. in an amount not to exceed \$33,189.

### Summary/Background

The fencing at the entrance to the Wastewater Treatment Plant is currently constructed of barbwire and does not adequately prevent intruders. The proposed fencing and gate will bring the Plant more in line with “Guidelines for Physical Security of Water/Wastewater Utilities” based on the USEPA Water Infrastructure Security Enhancements (WISE) Project. This Project was created under the U.S. Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

During the 2018/19 budget adoption process, City Council approved funding for the installation of a new entry gate and 8 foot fencing at the Wastewater Treatment Plant. This project was rolled over into FY 2019/20 FY.

Staff solicited quotes from four qualified vendors of which two responded, previewed the project, and provided quotes. The cost breakdowns for the two quotes are as follows:

<b>Contractor</b>	<b>Gate</b>	<b>Fence</b>	<b>Total</b>
STA-BULL Fence Co. Inc.	\$11,200	\$17,660	\$28,860
Nevada County Fence Inc.	\$11,879	\$34,077	\$45,956

### RECOMMENDATION

Staff recommends the City Council authorize the City Manager to enter into a contract with STA-BULL Fence Company Inc. for the installation of gate and fencing at the Wastewater Treatment

Plant in an amount not to exceed \$33,189, which includes a 15% contingency above the cost estimate.

**FINANCIAL AND/OR POLICY IMPLICATIONS:**

The cost of the Project is \$28,860 with a 15% contingency of \$4,329 for a total of \$33,189 from Fund 560.

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**ATTACHMENTS:**

1. Resolution \_\_-2019
2. Bid Proposals
3. Contract

Attachment 1

# City of Colfax

## City Council

Resolution No. \_\_-2019

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH  
STA-BULL FENCE COMPANY INC. IN AN AMOUNT NOT TO EXCEED  
\$33,189**

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**WHEREAS**, the City Council of the City of Colfax approved capital improvements for gate and fencing during the 2018-2019 Fiscal Year Budget process; and,

**WHEREAS**, City staff solicited quotes from four qualified vendors of which two responded, previewed the project, and provided quotes; and,

**WHEREAS**, STA-BULL Fence Company Inc. was the lowest responsive bidder; and,

**WHEREAS**, City staff recommends the City Council of the City of Colfax authorize the City Manager to enter into a contract with STA-BULL Fence Company for the installation of gate and fencing at the Wastewater Treatment Plant in an amount not to exceed \$33,189.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to enter into a contract with STA-BULL Fence Company Inc. in an amount not to exceed \$33,189.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of September 2019 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Joe Fatula, Mayor**

**ATTEST:**

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**Jaclyn Collier, City Clerk**

Attachment 2

PROPOSAL

19080 Applejack Drive  
Grass Valley, CA 95949  
530 • 268 • 9945  
530 • 885 • 7303  
License No. 505357  
Bonded • Insured



Fence Co., Inc.

PROPOSAL SUBMITTED TO:

Name City of Colfax  
Street \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Phone 346-8419 308-4597

WORK TO BE PERFORMED AT:

Name \_\_\_\_\_  
Street 23550 Grand View Way  
City Colfax  
State Ca.  
Phone \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Approx 363 ft of 8' high 11 ga core 10 ga. bonded  
black 2" diamond vinyl coated chamlink fence. 2 7/8"  
Sch 40 terminal posts, 2 3/8" Sch 40 line posts 10' apart.  
All posts set in concrete 36" - 40" deep. 1 7/8" Sch 40  
horizontal braces at terminal posts with 3/8" truss rods.  
Top & bottom 2 ga. coil spring tension wire. 9 ga.  
hog rings 18" apart.  
\$44.95/ft #16,316.55

363 ft of 9 ga. core, 8 ga. bonded  
black vinyl coated chamlink wire 2" diamond

\$48.65/ft #17,660.00

\$17,660  
11,200  
-----  
\$28,860

and the above work to be performed in accordance with the drawings and completed in a substantial workmanshiplike manner for the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
TOTAL TO BE PAID BY OWNER UPON DELIVERY. LABOR TO BE PAID  
MATERIAL IS OWNER'S RESPONSIBILITY UPON DELIVERY.

There will be an additional charge of \$ 130 per hour.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board—3132 Bradshaw Rd., Sacramento, CA 95827.

[Signature]  
RESPECTFULLY SUBMITTED  
DATED 9/12/19

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions (on back) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this is work not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Attachment 2

PROPOSAL



Fence Co., Inc.

19080 Applejack Drive  
Grass Valley, CA 95949  
530 • 268 • 9945  
530 • 885 • 7303  
License No. 505357  
Bonded • Insured

PROPOSAL SUBMITTED TO:

Name City of Colfax  
Street \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_  
Phone 346-2419 308-4597

WORK TO BE PERFORMED AT:

Name \_\_\_\_\_  
Street 23550 Grand View Way  
City Colfax  
State \_\_\_\_\_  
Phone \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1- ~~144"~~ 158" x 8' single swing black chainlink gate  
Sch 40 pipe frame

1- Liftmaster CSK 24 CL pad mount swing gate operator. 24" x 24" x 24" concrete pads

10- photo reflective photo eye mounted on 3" x 3" 1/2" steel posts

1- Key pad (AKI) handwired key pad on gate neck pedestal

1- Free exit probe

4- hand transmitters

(Price includes Trenching, conduit & wiring to gate operator by licensed electrician)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanshiplike manner for the sum of:

Eleven Thousand Two Hundred and <sup>no</sup>/100 DOLLARS (\$ 11,200.00),

with payments to be made as follows: MATERIAL TO BE PAID BY OWNER UPON DELIVERY. LABOR TO BE PAID UPON COMPLETION OF JOB. SAFETY OF MATERIAL IS OWNER'S RESPONSIBILITY UPON DELIVERY.

If any jack-hammering is needed, there will be an additional charge of \$ 130 per hour.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board--3132 Bradshaw Rd., Sacramento, CA 95827.

Pete Linder  
RESPECTFULLY SUBMITTED

DATED 9/12/19

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions (on back) are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this is work not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Attachment 2  
NEVADA COUNTY FENCE, INC.

PROPOSAL



CONTRACT

698 SO. AUBURN STREET, GRASS VALLEY, CALIFORNIA 95945  
(530) 272-3489/823-0523 FAX (530) 272-3409 CONTRACTORS LIC. # 608733  
STATE OF CALIFORNIA SMALL BUSINESS CERTIFICATION # 0052782  
WBE, CPUC DIVERSITY CERTIFIED, CHS CERTIFICATION # 14060081  
DEPARTMENT OF INDUSTRIAL RELATIONS #1000007455

TO: City of Colfax  
ATTN: Bret

DATE: 9-09-19  
PROPOSAL # 70-19  
PHONE: 308-4597  
JOB SITE: 23550 Grand View Ave.

WE PROPOSE TO FURNISH LABOR AND MATERIALS TO PERFORM THE FOLLOWING WORK:

Install approx. 357' of 8" black chain link including one 16' single swing gate to match, see specs below.

- Gate Operator
- 1-CWS 24 swing gate opener
- 1-phone entry key pad
- 1-goose neck post
- 1-reciever
- 1-antena
- 1-optex exit
- 1-optex shadow
- 2-optex safeties
- 1-gate pad for operator

SPECS:

- Gate Post 8 5/8" black powder coat over galvanized sch. 40 set in concrete
- Terminal Post 2 7/8" black powder coat over galvanized sch. 40 set in concrete
- Line Post 2 3/8" black powder coat over galvanized sch. 40 set in concrete
- Box Brace 1 5/8" black powder coat over galvanized sch. 40 with truss rod
- Fabric 2"-8ga.-8' black bonded chain link K.B.
- Gate Frame 1 7/8" black powder coat over galvanized sch. 40, welds cleaned and painted to match
- Top and Bottom Tension Wire 8ga. coil spring
- Fittings all heavy commercial grade

Notes: Bid to use tractor to excavate all holes. Nevada County Fence will mark out and submit for U.S.A. ticket. All clearing, fence removal, and haul off by others. Leave and spread spoils from holes along fence line. Owner to provide access for bobcat tractor to all points of job.

Additional exclusions: Phone lines supplied and ran by others, 110V power lines supplied and ran by others, all conduit supplied and ran by others, and all trenches for above to be dug and back filled by others.

Due to rapid steel price increases material suppliers have an expiration date of 9-19-19  
\*Bid with prevailing wage

PRICE

TOTAL PRICE INCLUDING APPLICABLE TAXES:

Fence/Gate \$34,077.00  
Operator & Accessories \$11,879.00

\$45,956 TTL

Remote price \$40 each (quantity undetermined at time of bid)

EXCLUSIONS AS INDICATED :

- Surveying,  Staking,  Dust Control,  Noise Control,  Temp Fence,  Clearing/Grubbing,
- Off Haul,  Back Filling,  Grading,  Compacting,  Core Drilling,  Traffic Control,  Saw Cutting,  Grounding of Fence/Gate  Determination of Property Lines and/or Easements  Special Insurance Endorsement Requirements  Insurance Liability Limits over \$1,000,000.00  Bid Payment and/or Performance Bond Costs and Fees,  Obtaining, Filing, or Paying for any/all Permits, Planning, Engineering and Fines when applicable,  Fire Department Codes,  Tree/Root Damage,  Not responsible for Asphalt or Concrete Damage/Repair,  Concrete wash out,  Shade Structure,  Portable Restrooms,  Sub-surface scanning (GPR)



Attachment 2  
NEVADA COUNTY FENCE, INC.

PROPOSAL



CONTRACT

698 SO. AUBURN STREET, GRASS VALLEY, CALIFORNIA 95945  
(530) 272 - 3489/823 - 0523 FAX (530) 272-3409 CONTRACTORS LIC. # 608733  
STATE OF CALIFORNIA SMALL BUSINESS CERTIFICATION # 0052782

PROPOSAL # 70-19

Nevada County Fence is:  
Gold Shovel Certified  
WBE Clearinghouse Certified# 14060081  
DIR# 1000007455  
IS Network# 400-231500

N.C. Fence is a Licensed and fully Insured Contractor with Insurance Certificate Available upon Request

TERMS

PAYMENTS TO BE MADE: 30 Days

Initial \_\_\_\_\_

CONDITIONS

It is understood and agreed that the Nevada County Fence, Inc. shall not be held liable for any loss, damage, or delays due to fire, disturbed labor conditions, materials stolen after delivery to job site, accidents, material shortages or delivery delays from Nevada County Fence, Inc., suppliers, inclement weather or other causes beyond the control of Nevada County Fence, Inc. Prices quoted in this proposal are conditional to acceptance of proposal within thirty days from contract date listed above. The buyer may cancel this transaction at any time prior to the third business day after the date of this transaction. NEVADA COUNTY FENCE, INC. IS NOT RESPONSIBLE FOR LOCATION/DAMAGE TO UNDERGROUND LINES OR LOCATION OF PROPERTY LINES.

SUBMITTED BY:   
DUSTY BURNETT

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

THE RETURN TO US OF BOTH SIGNED COPY OF THIS PROPOSAL, SUBMITTED IN DUPLICATE, SHALL CONSTITUTE A CONTRACT.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD AT: CONTRACTOR'S STATE LICENSE BOARD, 1020 "N" ST., SACRAMENTO CA 95814/CALL 1-800-321-CSLB/WWW.CSLB.CA.GOV

NOTICE TO OWNER

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for their labor, services or material, has the right to enforce his claim against your property. Under the law, you may protect yourself against such claim by filing, before commencement of work and in the office of county recorder in the county where the property is located, an original contract for the work to be done, and a contractors payment bond in an amount not less than fifty percent (50%) of the contract price, conditional also for the payment in full of the claims of all persons furnishing labor, services, equipment, or material for the work described in said contract. In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court in such litigation, or in a separate suit, shall award reasonable costs, expenses and attorneys fees to the prevailing party.

NEVADA COUNTY FENCE, INC. HAS THE RIGHT TO WITHDRAW THE BID IF NO LETTER OF INTENT HAS BEEN RECEIVED BY EMAIL, FAX, OR MAIL WITHIN 15 DAYS OF OPENING BID DATE ON ALL PUBLIC WORKS PROJECTS THAT NEVADA COUNTY FENCE, INC. HAS BEEN LISTED AS SUBCONTRACTOR, DUE TO SCHEDULING AND PRICE CHANGES.

**Attachment 3****AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this 26th day of September, 2019 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and STA-BULL Fence Company Inc. (“Contractor”).

**RECITALS**

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

**Section 1. Services.**

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

**Section 2. Time of Completion.**

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

**Section 3. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

### Attachment 3

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Contractor's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Contractor and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Contractor's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

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

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

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

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

#### **Section 6. Insurance.**

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

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and

## Attachment 3

Employer's Liability Insurance to cover its employees. In the alternative, Contractor may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Contractor shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Contractor and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence-based insurance. General liability coverage written on a claims-made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Contractor.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
  4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in

**Attachment 3**

- limits except after thirty (30) days prior written notice has been provided to the City.
5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
  - E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
  - F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
  - G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
  - H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

**Section 7. Subcontracts.**

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

## Attachment 3

### **Section 8. Assignment.**

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

### **Section 9. Entire Agreement.**

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

### **Section 10. Jurisdiction.**

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

### **Section 11. Suspension of Services.**

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

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

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

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

### Attachment 3

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

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

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

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

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

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

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

### Attachment 3

Contractor and the necessary City officials before the extra and/or changed Services are provided.

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

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

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

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

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

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.



## Attachment 3

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

**Section 19. Severability.**

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

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

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

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

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

**Section 22. Written Notification.**

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

If to City:

City of Colfax  
33 S. Main Street

Attachment 3

Colfax, CA 95713

If to Contractor:

STA-BULL Fence Co. Inc.  
19080 Applejack Dr.  
Grass Valley, CA 95949

**Section 23. Execution.**

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

**Section 24. Successors.** This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

**Section 25. Attorney's Fees.** If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

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

CITY

CONTRACTOR

Signature\_\_\_\_\_

Signature\_\_\_\_\_

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

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

Title\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

APPROVED AS TO FORM:

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



# Staff Report to City Council

## FOR THE SEPTEMBER 25, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Amy Feagans, Planning Director SB2  
**Subject:** Planning Grants Program Funds

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Adopt Resolution No. \_\_ - 2019 authorizing the following:

**SECTION 1.** The City Council of the City of Colfax hereby authorizes the City Manager to apply for, receive, and submit to the Department, the 2019 Planning Grants Program (PGP) application in the amount of \$160,000.

**SECTION 2.** In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, City’s obligation related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

**SECTION 3.** The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB2 Planning Grants Program and Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. Any and all activities funded, information provided and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to pursue the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Funding Program Application.

**SECTION 4.** The City Manager is authorized to execute the City of Colfax Planning Grants application, the PGP Grant Documents, and any amendments thereto on behalf of the City of Colfax as required by Department upon receipt of the PGP Grant.

### Summary/Background

SB2 Planning Grants Program on March 28, 2019, The California State Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for

approximately \$123 million in revenue earmarked for local government planning grants. Under this grant program, local governments are provided an eligibility allowance based on community population. The City of Colfax falls within the “small localities” category, which is eligible for up to \$160,000 in grant funding.

The purpose of the Planning Grants Program is to provide financial and technical assistance to local governments to update planning documents to:

- Accelerate housing production
- Streamline the approval of housing development
- Facilitate housing affordability
- Promote the development of housing
- Ensure geographic equity in the distribution and expenditure of allocated funds

The call for applications for grant funding is open through November 30, 2019. HCD anticipates that the time frame for awarding the grant is approximately two to three months from the date of application filing. To be eligible for grant funds, the local government agency must: a) have a certified and compliant Housing Element; b) have completed the Annual Progress Report (APR) on the Housing Element and submitted the APR to HCD per State Law. The City of Colfax is compliant with these requirements. The program guidelines require that the grant request be accompanied by an adopted City Council resolution, which endorses the request.

Staff anticipates that once awarded, the money will be used to update the General Plan and Zoning Ordinance as it relates to housing production.

### **FISCAL IMPACT**

There is no fiscal impact associated with this item. The SB2 Planning Grants Program does not require a local match requesting grant funds and the funding allows the City of Colfax to address certain best practice policies related to state-mandated housing requirements in a manner that minimizes costs to the general fund.

### **Attachments**

1. Resolution \_\_ - 2019

# City of Colfax

## City Council

Resolution № \_\_-2019

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AUTHORIZING THE FOLLOWING:

**SECTION 1.** THE CITY COUNCIL OF THE CITY OF COLFAX HEREBY AUTHORIZES THE CITY MANAGER TO APPLY FOR, RECEIVE, AND SUBMIT TO THE DEPARTMENT, THE 2019 PLANNING GRANTS PROGRAM (PGP) APPLICATION IN THE AMOUNT OF \$160,000.

**SECTION 2.** IN CONNECTION WITH THE PGP GRANT, IF THE APPLICATION IS APPROVED BY THE DEPARTMENT, THE CITY MANAGER IS AUTHORIZED TO ENTER INTO, EXECUTE, AND DELIVER A STATE OF CALIFORNIA AGREEMENT (STANDARD AGREEMENT) FOR THE AMOUNT OF \$160,000, AND ANY AND ALL OTHER DOCUMENTS REQUIRED OR DEEMED NECESSARY OR APPROPRIATE TO EVIDENCE AND SECURE THE PGP GRANT, CITY'S OBLIGATION RELATED THERETO, AND ALL AMENDMENTS THERETO (COLLECTIVELY, THE "PGP GRANT DOCUMENTS").

**SECTION 3.** THE CITY SHALL BE SUBJECT TO THE TERMS AND CONDITIONS AS SPECIFIED IN THE STANDARD AGREEMENT, THE SB2 PLANNING GRANTS PROGRAM AND GUIDELINES, AND ANY APPLICABLE PGP GUIDELINES PUBLISHED BY THE DEPARTMENT. FUNDS ARE TO BE USED FOR ALLOWABLE EXPENDITURES AS SPECIFICALLY IDENTIFIED IN THE STANDARD AGREEMENT. ANY AND ALL ACTIVITIES FUNDED, INFORMATION PROVIDED AND TIMELINES REPRESENTED IN THE APPLICATION WILL BE ENFORCEABLE THROUGH THE EXECUTED STANDARD AGREEMENT. THE CITY COUNCIL HEREBY AGREES TO PURSUE THE FUNDS FOR ELIGIBLE USES IN THE MANNER PRESENTED IN THE APPLICATION AS APPROVED BY THE DEPARTMENT AND IN ACCORDANCE WITH THE PLANNING GRANTS NOFA, THE PLANNING GRANTS PROGRAM GUIDELINES, AND 2019 PLANNING GRANTS FUNDING PROGRAM APPLICATION.

**SECTION 4.** THE CITY MANAGER IS AUTHORIZED TO EXECUTE THE CITY OF COLFAX PLANNING GRANTS APPLICATION, THE PGP GRANT DOCUMENTS, AND ANY AMENDMENTS THERETO ON BEHALF OF THE CITY OF COLFAX AS REQUIRED BY DEPARTMENT UPON RECEIPT OF THE PGP GRANT.

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**WHEREAS,** the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability; and

**WHEREAS,** the City Council of the City of Colfax desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

**WHEREAS**, the Department is authorized to provide up to \$123 million under the SB2 Planning Grants Program for the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 SB2) related to the PGP Program.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Colfax resolves as follows:

**SECTION 1.** The City Council of the City of Colfax is hereby authorizes the City Manager apply for, and receipt of, submit to the Department the 2019 Planning Grants Program (PGP) application in the amount of \$160,000.

**SECTION 2.** In connection with the PGP grant, if application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, City’s obligation related thereto, and all amendments thereto (collectively, the “PGP Grant Documents”).

**SECTION 3.** The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program and Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. Any and all activities funded, information provided and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to sue the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Funding Program Application.

**SECTION 4.** The City Manager is authorized to execute the City of Colfax Planning Grants application, the PGP Grant Documents, and any amendments thereto on behalf of the City of Colfax as required by Department upon receipt of the PGP Grant.

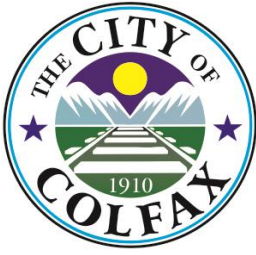
**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 25th day of September 2019 by the following vote of the Council:

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

\_\_\_\_\_  
**Joe Fatula, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jaclyn Collier, City Clerk**



# Staff Report to City Council

## FOR THE SEPTEMBER 25, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Proposed Location for the Colfax Skate Park

*Budget Impact Overview:*

<b>N/A:</b> ✓	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2019 approving locating the Colfax Skate Park adjacent to the Splash Park.

### Summary/Background

Although the area surrounding Colfax is full of outdoor recreational activities, there is not an in-town facility for teens to ride their skateboards or bikes in a safe manner without violating City Ordinances. The Sheriff’s Deputies receive numerous complaints regarding youth hanging out downtown, skateboarding and bike riding on the sidewalks etc. As a result, there has been very positive feedback and support from the community for a Skate Park. Many feel a Skate Park built in the City would be beneficial to our youth and provide a unique attraction to our community. A Skate Park would provide a safe environment for Colfax youth.

Several sites have been proposed for a Skate Park and each has been found not to be feasible. After years of considering sites and discussing options, the site next to the Colfax Splash Park seems to be the most plausible place to locate the Skate Park. It could be a great addition to the activities already offered at the park: ball field, playground and Splash Park. One drawback to this location is that it is a little out of the way and could allow kids possibly to be more mischievous. This issue would be mitigated by extra Sheriff patrols, volunteer involvement, and a safety fence.

Staff recommends City Council approve locating the Colfax Skate Park adjacent to the Splash Park.

### FISCAL IMPACT:

The Colfax Skate Park funds will come from donations, County Parks mitigation fees, and contractor sponsors.

### Attachments

1. Resolution \_\_-2019
2. Ty Conners Email Dated 9/18/2019
3. Mammoth Lakes Skate Park Presentation

Attachment 1

# City of Colfax

## City Council

Resolution No. \_\_-2019

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APPROVING LOCATING THE COLFAX SKATE PARK ADJACENT TO THE SPLASH  
PARK

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**WHEREAS**, the youth of Colfax would benefit from a Park designed for Skateboarding;  
and,

**WHEREAS**, the City of Colfax owns property adjacent to the Colfax Splash Park that  
is not currently being used for Recreational Purposes; and

**WHEREAS**, Citizens and Law Enforcement of the City of Colfax have expressed  
support of a Skate Park and plan to raise funds to construct such a facility,

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Colfax  
approves locating the Colfax Skate Park adjacent to the Splash Park.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the  
Regular Meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of September  
2019, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Joe Fatula, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jaclyn Collier, City Clerk**



**Attachment 2**

**From:** Ty Conners <[TConners@placer.ca.gov](mailto:TConners@placer.ca.gov)>  
**Sent:** Wednesday, September 18, 2019 12:21 PM  
**To:** Wes Heathcock <[Wes.Heathcock@colfax-ca.gov](mailto:Wes.Heathcock@colfax-ca.gov)>  
**Cc:** Ty Conners <[TConners@placer.ca.gov](mailto:TConners@placer.ca.gov)>  
**Subject:** Colfax Skatepark

Wes,

The Colfax Skatepark has partnered up with Kyle Gallagher Concrete Construction out of Hemet Ca. Kyle is a small operation that has worked with numerous non-profit groups building skateparks. Gallagher Concrete is a unique combination of highly skilled craftsmen. These tradesmen strive to be above industry standard. Gallagher and crew have encountered most every environment and situations which arises their profession. This gives them the ability to deliver a high quality and pristine product. They show pride and integrity to overcome any and all boundaries which may come about. He is a licensed and bonded and certified through the American Concrete Institution.

He has over 14 years of experience and has worked for some of the best skatepark builders, before breaking off onto his own. He has built parks in multiple states such as AZ, Ca, OR, WY, TX, MO, VA, NV, WA, MD. He has built over 50 parks and over 30 backyard private parks.

The materials list attached above is just an excel spread sheet of all that is required for materials. Not having the engineered plans completed these amounts can change. My goal is to have that materials listed covered through donations, which we have a large portion of that already covered. I have called and confirmed some of the in-kind donations we have already. I feel our biggest hurdle is the labor costs. Now that we are back at the pool site it turns this project into a prevailing wage job, which jacks the price up considerably. Right now, this is an approximately figure, because we may decrease the size of the park to fit the needs and costs. This was his estimate on a 10,000 sq. foot park. It's based on 8-hour shifts for four laborers. They will live in Colfax for the duration of the build so they will work into the weekends to get the job completed in a timely manner. He estimates it will be a 2-month project. Labor will be \$170,000 and we still need the engineered plans and design completed. This will include all the plans required for the city engineer. That will run approx. \$8000 to \$10000. With the plans we can have a much better gauge on the total material costs. The city generously donated \$5000 to go towards the park a while ago at one of the city council meetings. I would like to use that amount to go towards the Engineered Plans and the remainder with Green Machine.

As of now the Colfax Skatepark funds has \$48,000 in the bank. I have two other donators that are waiting till we get closer to the build with Approx. another \$10000 to \$12000 in cash. As Andy Fisher with the Parks and Rec stated we can ask for up to \$75000 with the Parks and Rec Fees, that is pending on BOS approval, but so far, he said it is looking really good for that to go through and we have full support from Cindy Gustafson. If all is approved and the other potential donors come in, we will have approx. \$133,000 in cash. That is a shortfall of approx. \$37,000 for labor costs. If the city was to get approved the \$200,000 grant, we would hope that grant can take up the difference. If all the materials get covered through donations. That leaves a good portion of funding remaining with the Grant to deal with any other contingencies and other improvement projects with the parking.

Pending on the other Grants, but I will also be applying for the Tony Hawk Skatepark Grant for \$25,000 this has to be submitted when the project is within 6 months of completion. So that is also another possible source of income.

I will answer many other questions at the city council meeting, but that is basics as of now.

I attached pics of just some of his parks he created.

Ty

KYLE GALLAGHER  
Gallagher Concrete  
Construction  
COLFAX SKATEPARK

14 years experience  
CA license# 984890  
Owner-Builder  
Shotcrete certified

STATES PROJECTS WORKED:

CA,NV,AZ,OR,WA,ID,CO,NM,OK,AR,TX,MO,MI,NY,NJ,VA,MD,FL

COUNTRIES: JAPAN, MEXICO

# Mammoth Lakes Skatepark

- ▶ JLA foundation non profit association
- ▶ 13 years of additions and maintainance







# Chicano park San Diego









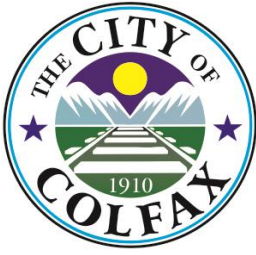












# Staff Report to City Council

## FOR THE SEPTEMBER 25, 2019 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Alfred A. “Mick” Cabral, City Attorney; Wes Heathcock, City Manager  
**Subject:** Conduct Discussion and Adopt a Policy for Annual Selection of Mayor and Mayor Pro Tem

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Discuss and consider adopting a policy for annual selection of Mayor and Mayor Pro Tem

### Summary/Background

The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs. To a limited extent, that process is statutory. Government Code §36801 requires the City Council to meet at the meeting at which the declaration of election results is made and choose a Mayor and a Mayor pro tempore. The statute does not otherwise address selection of a Mayor or Mayor Pro Tem in non-election years.

Government Code §36801 dictates what must be done in that a Mayor and Mayor Pro Tem must be selected but it does not dictate how the Mayor and Mayor Pro Tem are selected. In December 2002, the Colfax City Council adopted a policy whereby the rotation occurs by seniority on the Council, excepting those who have already served. That policy provides, in relevant part:

“...the Office of the Mayor is rotated yearly according to seniority on the Council with the exception of those already having served, while this Council sits.”

That policy was reiterated in the December 14, 2004 minutes and was written into the agenda for the December 12, 2006 meeting.

The only known deviations from the policy occurred in December 2005, when a resolution was adopted honoring the request of the then Mayor Pro Tem not to rotate into the Mayor’s seat, and in 2017 when Ms. Mendoza was appointed Mayor Pro Tem instead of Mr. Douglass, and in 2018 when Mayor Fatula was selected as Mayor instead of Mayor Pro Tem Mendoza after the November, 2018 election .

The December 2002 action was only to adopt a policy, not an ordinance binding on future Councils. Policies by their nature provide guidance but are not binding. In the case of selection of the Mayor and

Mayor Pro Tem, the Council can follow any process it chooses for selection of its Mayor and Mayor Pro Tem for 2020.

The policy adopted in 2002 is not a model of clarity. The phrase “while this Council sits” injects ambiguity into what the 2002 Council intended because the phrase “this Council” is subject to interpretation. On one hand, if “this Council” is interpreted in its narrow, literal sense to refer only to the 2002 Council that adopted the policy, then application of the policy is limited to the members of the 2002 Council. That would make sense if, for example, there was disagreement between the 2002 Council members over who should next sit as Mayor and Mayor Pro Tem.

Aside from being a literal interpretation of the language selected, this narrow interpretation is consistent with the general proposition that a Council cannot bind future Councils on matters of policy. Each Council has the right to decide which of its members will serve as Mayor and Mayor Pro Tem. The law only requires that those offices be filled. How those offices are filled is a matter of Council policy.

On the other hand, if “this Council” is broadly interpreted to mean “the Colfax City Council”, then the policy adopted in 2002 is arguably intended to apply to future Councils. It has apparently been followed by most Councils after 2002, with limited exception. Again, however, it is only a policy, not a binding ordinance.

The rotation “according to seniority” also injects ambiguity into the process. If seniority was the only criteria, then the two Council members with the longest tenure would continue to rotate into and out of the Mayor and Mayor Pro Tem. That would not make sense and would not be in keeping with Colfax’s typical practice.

“Seniority” can refer to the total amount of time a member of the Council sits if, for example, a Council member is elected to successive terms. It can also refer to the amount of time a member sits since his or her most recent election. The latter is how the Council has historically interpreted “seniority”.

With this history in mind, Council asked Staff to propose a simple but viable policy the Council can follow for the annual selection of Mayor and Mayor Pro Tem. Staff proposes the following:

The Council’s general policy is that every member should have the opportunity to rotate into and serve as Mayor Pro Tem and Mayor for succeeding one-year terms in each position.

The Council will choose one of its members as Mayor and one of its members as Mayor Pro Tem as follows:

A. At the first regular Council meeting in December of each year during which there is no general election, the Council shall, by majority vote of a quorum present and voting, select its Mayor and Mayor Pro Tem for the ensuing calendar year.

B. In years during which there is an election of members of the Council, the selection shall be made following the declaration of the election results and installation of the members elected. That



selection will be made at the first regular Council meeting in December provided, however, that if for any reason the declaration of election results is delayed beyond the first meeting in December, then the selection of Mayor and Mayor Pro Tem shall be made at the meeting at which the declaration of election results is made, and after the declaration and installation of the members elected.

This is the process the Council will follow and the factors it will consider each time a Mayor and Mayor Pro Tem is selected:

- A. The Mayor Pro Tem shall be seated as Mayor.
- B. The Council Member with the longest tenure on the Council since his/her most recent election or his/her appointment, excluding the outgoing Mayor, shall be seated as Mayor Pro Tem. The outgoing Mayor shall be fourth in line for selection as Mayor Pro Tem.
- C. If multiple Council members have equal tenure, the selection of Mayor Pro Tem shall be based upon the number of votes each such Council member received at his/her most recent election, in descending order. In this case, appointees shall be deemed to have the lowest number of votes.
- D. Council members who have served as Mayor Pro Tem or Mayor since their most recent election or appointment to the Council shall serve as Mayor Pro Tem after Council Members who have not served in either position.

**FISCAL IMPACT:**

None