



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

October 23, 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. CHP
- 3D. Event Liaison
- 3E. Colfax Chamber of Commerce
- 3F. Sierra Vista Community Center

4 PRESENTATION

- 4A. Letter of Recognition to the Placer County Sheriff Manny Temorez
Presented by Mayor Fatula
- 4B. Proclamation in Honor of Myrtle Findley
Presented by Mayor Fatula
- 4C. Community Branding Design – Final Images (Pages 4-19)

5 PUBLIC HEARING (NO PUBLIC HEARING)

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

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

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



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

October 23, 2019

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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 25, 2019** (Pages 20-30)
Recommendation: Approve the Minutes of the Regular Meeting of September 25, 2019.
- 6B. **Cash Summary Report – September 2019** (Pages 31-42)
Recommendation: Accept and file.
- 6C. **Quarterly Investment Report – Quarter Ended September 30, 2019** (Pages 43-47)
Recommendation: Accept and file.
- 6D. **Conduct Discussion and Adopt a Policy for Annual Selection of Mayor and Mayor Pro Tem** (Pages 48-52)
Recommendation: Discuss and consider Resolution __-2019 approving adopting a policy for annual selection of Mayor and Mayor Pro Tem.

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. **The City Council of the City of Colfax Denying the Colfax Net Setback Variance Application** (Pages 53-56)
Staff Presentation: Amy Feagans, City Planner
Recommendation: Adopt Resolution __-2019 approving the City Council's findings and order denying Colfax Net setback variance application.
- 9B. **Proposed Location for the Colfax Skate Park** (Pages 57-68)
Staff Presentation: Wes Heathcock, City Manager
Recommendation: Adopt Resolution __-2019 approving locating the Colfax Skate Park adjacent to the Splash Park.
- 9C. **Contract Award to Engineered Soil Repairs Inc. – Pond 3 Fissure** (Pages 69-88)
Staff Presentation: Chris Clardy, Community Services Director
Recommendation: Adopt Resolution __ - 2019 authorizing the City Manager to enter into a contract with Engineered Soil Repairs Inc. in an amount not to exceed \$424,468.45.



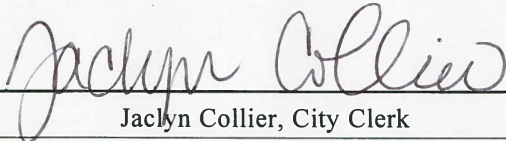
- 9D. **City Council Regular Session Meeting Time Change** (Page 89)
Staff Presentation: Wes Heathcock, City Manager
Recommendation: Provide staff direction as to future meeting times.

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

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

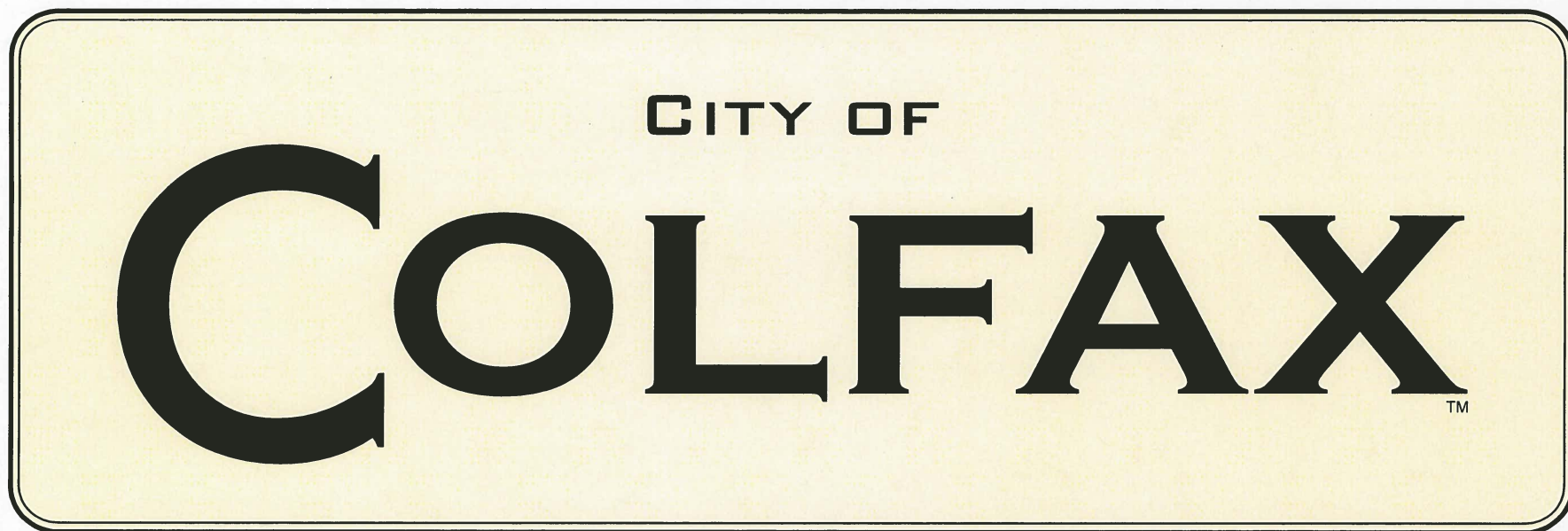


Jaclyn Collier, City Clerk

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



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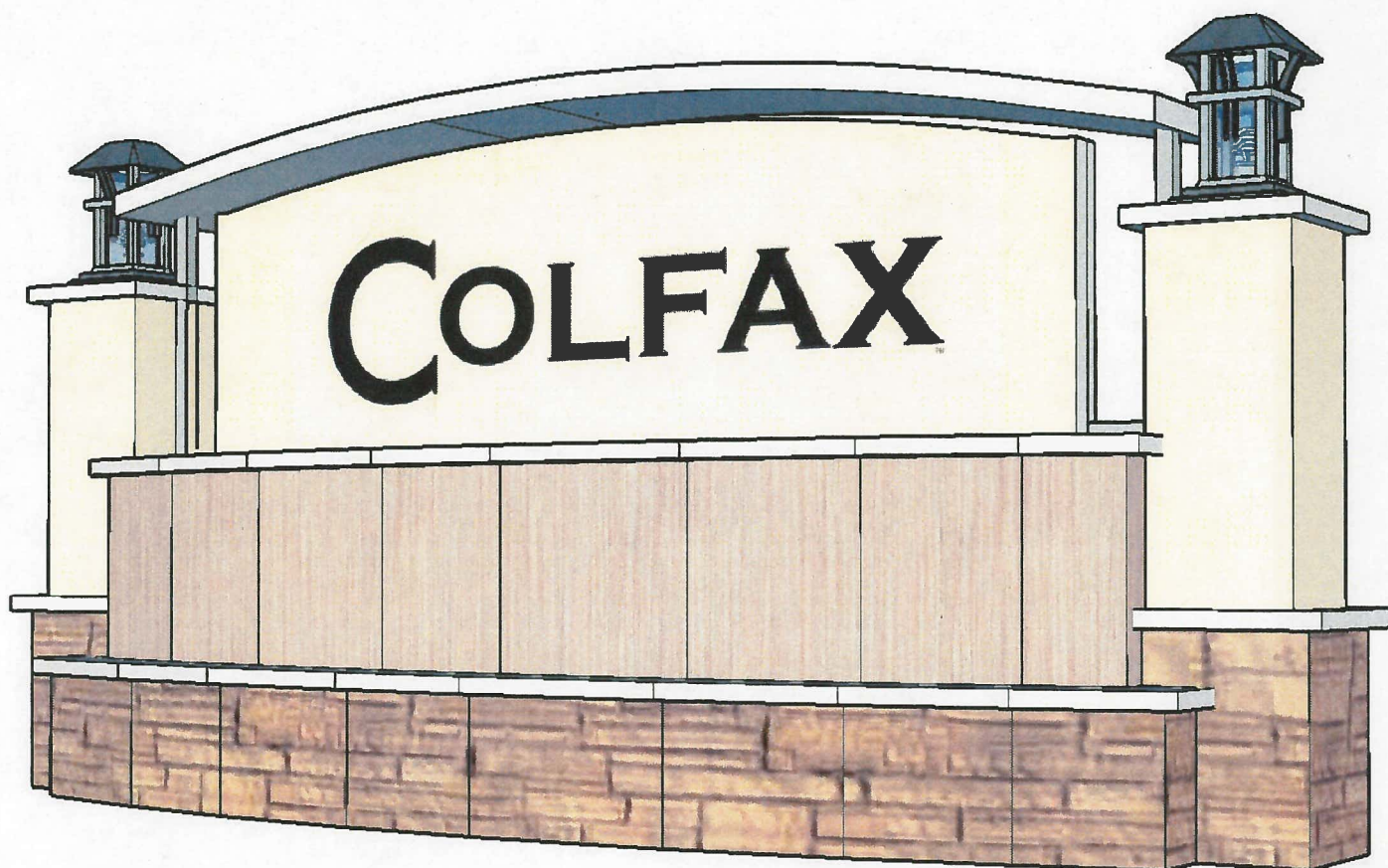
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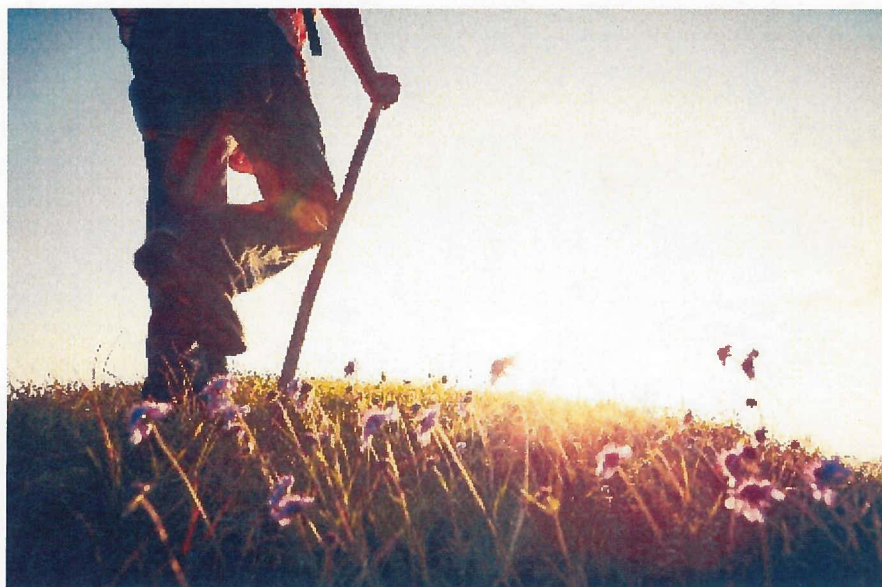


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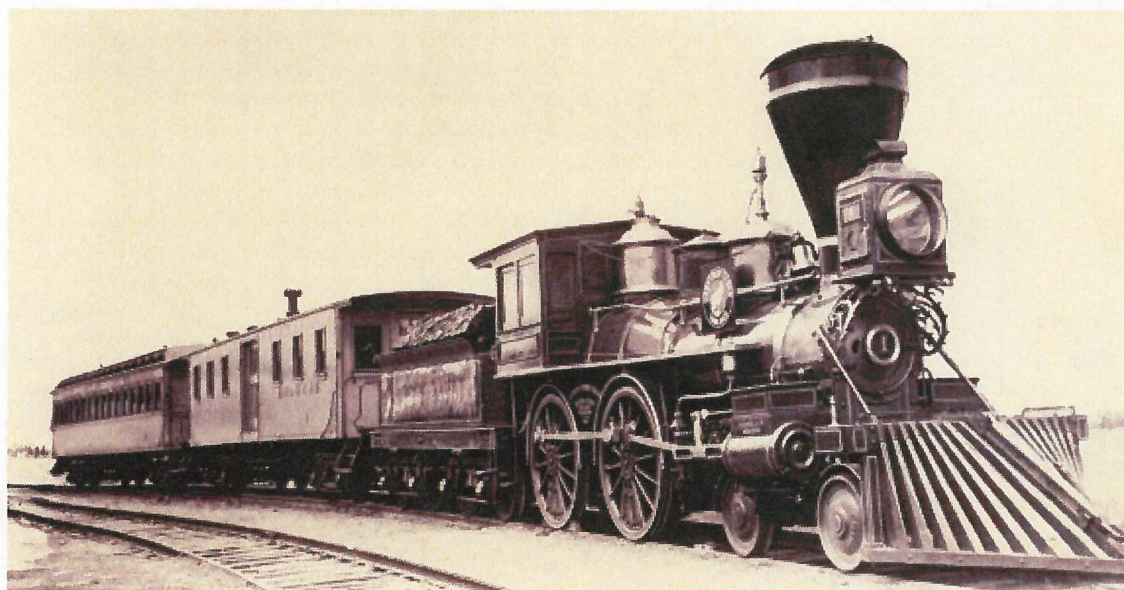
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NEXT EXIT

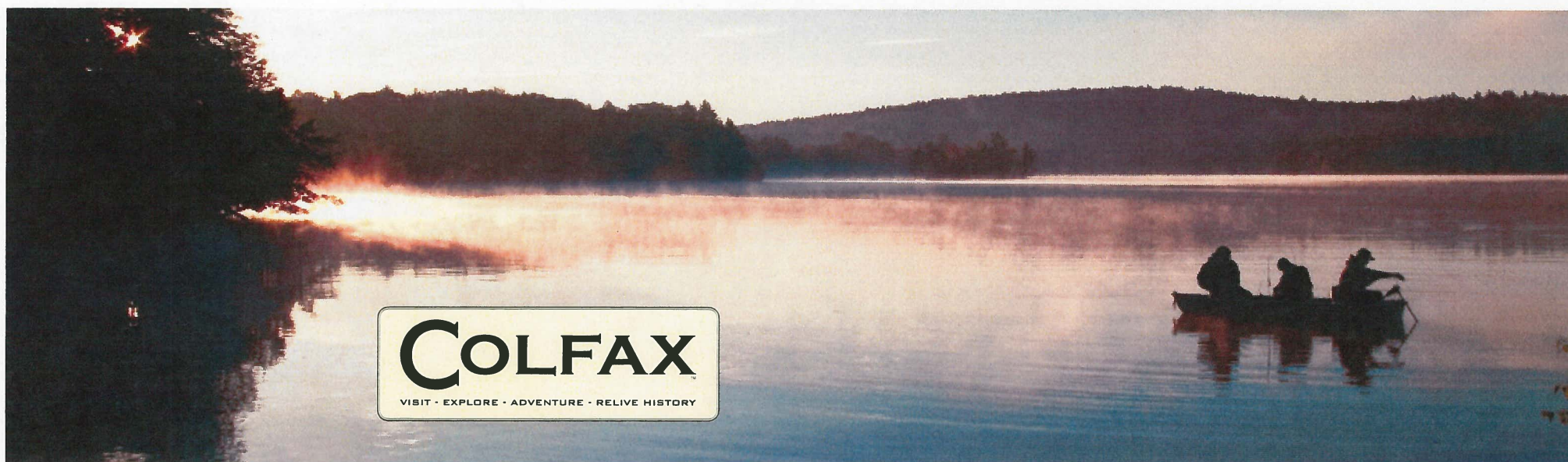


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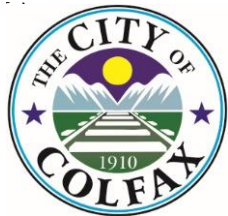
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NEXT EXIT





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VISIT • EXPLORE • ADVENTURE • RELIVE HISTORY



City Council Minutes

Regular Meeting of Wednesday, September 25, 2019
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

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 6:00PM

2B. Pledge of Allegiance

Abby Frye led the Pledge of Allegiance.

2C. Roll Call

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

2D. Approval of Agenda Order

By MOTION, approve the agenda as presented.

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

AYES: Fatula, Mendoza, Douglass, Burruss, Lomen

NOES:

ABSENT:

3 AGENCY REPORTS

Placer County Sheriff – Colfax Station Commander, Ty Conners

Conners provided an update on staff, introduced Officer Jeremy Cleek and Kyle Worden. He requested residents look out for a possible suspect involved in recent gas thefts, driving a green Taurus, also talked about the Eagle Eye program and how registering devices can assist the department with investigations.

Mayor Fatula asked Conners about the homeless status.

Conners provided an update on laws and ordinances in regards to the homeless population, offered resources to keep trespassers off your property.

CalFIRE – Battalion Chief, Brian Eagan

Eagan requested the public continue to be careful, reminded everyone it is still fire season. He stated information received from neighboring areas is being shared with the city.

Mayor Fatula asked Eagan about rains reducing the risk.

Eagan confirmed only for a very short period of time, not until substantial amounts of rain occurs will the risk be lower. He stated several announcements will be made at the end of fire season, based on moisture.

CA Highway Patrol – Gold Run area, Chris Nave

Nave reported Street Vibrations is this weekend, anticipated 50,000 motorcycles on Hwy 80. He reported additional units have been added to patrol asked the public to be aware of their surroundings and not to engage.

Mayor Fatula asked Nave to provide an update on the Hwy 50 closure.

Nave stated he did not have an update. He noted the 3-mile patch paving is complete as of this date, and provided an update on recent truck fires due to brakes.

Event Liaisons – Fred & Renee Abbott

Mr. Abbott reported on the success of Railroad Days, thanked citizens and volunteers.

Mrs. Abbott thanked groups and individuals for their assistance, reported on participants and entertainers at the event.

Mr. Abbott stated he would like to form a Colfax Railroad Days committee, meeting October 1st at the Depot.

Councilmember Lomen thanked the Abbotts.

Mayor Fatula also thanked the Abbotts and estimated the crowd doubled from last year.

Sierra Vista Community Center – Foxey McCleary

McCleary provided an update on BINGO, reported the Flea Market did great during Railroad Days, Lionesses are raising money for the town. She provided an update on the Farmers' Market, VFW Breakfast, Legion Dinner and Open Studio. Requested volunteers to help winterize the SVCC property.

4 PRESENTATION

There was no presentation at this meeting.

5 PUBLIC HEARING**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.**

Staff Presentation: Amy Feagans, City Planner

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

Mayor Fatula recused himself and left the Council Chambers for this discussion due to conflict of interest.

Mayor Pro Tem Mendoza conducted the Public Hearing.

Ms. Feagans reported Colfax Net requesting the variance for the tower, current requirements 2 feet for every foot, a 66-foot tower would need approximately 132 feet. She provided information about the proposed tower with PowerPoint providing the audience a visual aid showing where the tower is proposed. In addition, Ms. Feagans provided an update on the history of the item from previous Council Meetings.

City Attorney, Alfred "Mick" Cabral confirmed Council is not required to open public comment on the matter as this step has already taken place, they are only required to receive a rebuttal from the Applicant. He explained options for receiving public comment, and

informed Council they are not able to consider proposed harmful radio frequency due to law. Mr. Cabral discussed letter received on the matter.

Councilmember Lomen took a poll of the audience for who planned to speak.

Council agreed to hear no more than 10 people in favor and 10 people in opposition.

PUBLIC COMMENT:

Reopened, limit 10 speakers per side.

Speakers IN FAVOR of approving the variance requested by Colfax Net:

Corey Duchane – Colfax Net customer
Mary Solomon – Colfax Net customer
Rich Maddox – Colfax Net customer
Ms. Frye – Colfax Net customer
Bill Bean Sr. – Colfax Net customer
Dillon – Colfax Net employee
Chris Schiller – Colfax Net customer
Linda Bating – Colfax Net customer

Speakers IN OPPOSITION of approving the variance requested by Colfax Net:

Rose Swick – Property owner
Tom Swick – Property owner
David Ackerman – Property owner
Tom Dunipace – Attorney representing the neighboring property owner
Mr. Dunipace questioned the applicant’s ability to request the variance, stating he is not the property owner.

Councilmember Lomen requested the input from City Attorney Alfred “Mick” Cabral.

Mr. Cabral confirmed the owner of the property, on which the variance is being requested, signed the application.

Dwayne Armstrong – DACOMM owner
Jim Stevenson – Smarter Broadband

Mr. Stevenson stated he did not represent either side but that he was interested in knowing what the final decision is made, talked about allowing other companies to build additional towers.

Mr. Cabral stated each variance is a case by case.

Mr. Stevenson stated they too are local and would like special considerations.

Cory Juchau – Colfax Net owner and applicant requesting proposed variance
Mr. Juchau spoke in favor of approving the variance.

Monti Reynolds – Attorney for Colfax Net

Mr. Reynolds referenced letters previously submitted, talked to Council about having the legal authority to make this decision, requested they use their knowledge to decide, not statements from either side. He requested Council review the impacts of this decision, stated the setback is a rule on the Swick

property and property owner rights are not being taken away as there is no right to keep a view or property value.

Mayor Pro Tem Mendoza closed the Public Hearing.

Mayor Pro Tem Mendoza requested input from Council Members.

Councilmember Burruss requested input from Mr. Cabral on Mr. Reynold's statements.

Mr. Cabral provided information clarifying Council having the right to make a determination either way.

Councilmember Lomen thanked everyone for their input. Talked about Colfax Net, stated he has worked with them as well as the opposed parties involved. He stated he has worked hard to research information from both sides and that there are other options available. Councilmember Lomen spoke in favor of denying the requested variance.

Councilmember Douglass requested clarification on the scenario of the applicant, Corey Juchau, leaving, and if Colfax Net internet service would continue. He inquired about putting a pole up next to the dead tree.

Councilmember Lomen spoke about what would be required to allow the pole next to the tree.

Councilmember Burruss talked about the potential of putting up a lattice tower.

Corey Juchau stated the Swicks and Amick do not support a fake tree tower. He reported a tree tower would cost \$100,000 plus foundation and additional costs. He stated there is an existing road that does not need to be cleared. Mr. Juchau stated he offered to purchase trees to block the view of most of the tower.

Councilmember Burruss confirmed the false tree is no longer an option. She stated the airport land use board she also serves on provides her experience for approval or denial of variances. Councilmember Burruss pointed out the same level of consideration should be used when making a similar decision and requested the public consider that.

Mayor Pro Tem Mendoza requests the decision be finalized.

By MOTION, deny the requested variance.

The MOTION was made by Councilmember Lomen, seconded by Councilmember Burruss and approved by the following roll call vote:

AYES: Lomen, Douglass, Burruss, Mendoza

NOES:

ABSENT: Fatula

Motion passes 4-0 – Variance Denied.

Mayor Pro Tem Mendoza called a short recess at 7:32PM

Mayor Fatula called the meeting back to order at 7:38PM

6 CONSENT CALENDAR**6A. Minutes – Regular Meeting of September 11, 2019**

Recommendation: Approve the Minutes of the Regular Meeting of September 11, 2019.

6B. Cash Summary Report – August 2019

Recommendation: Accept and file.

6C. Award of Contract – Wastewater Treatment Plant Fencing

Recommendation: Adopt Resolution 43-2019 authorizing the City Manager to enter into a contract with STA-BULL Fence Company Inc. in an amount not to exceed \$33,189.

By MOTION, approve the consent calendar as presented.

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

AYES: Fatula, Mendoza, Douglass, Burruss, Lomen

NOES:

ABSENT:

7 PUBLIC COMMENT

Linda Habay, Business owner

Requested the city start planning for winter months.

Mayor Pro Tem Mendoza stated she reached out to CalTrans and reported they are working on getting porta-potties in Colfax and further up the hill.

Mayor Fatula stated last year's signs would be put out again.

8 COUNCIL AND STAFF REPORTS

Councilmember Lomen

Councilmember Lomen attended the Colfax Honor Game. He attended the WACMAC meeting. He also stated Placer County plans to revise rules at Sugar Pine which will become a no wake zone. Councilmember Lomen reports there will be public meetings in October to discuss short-term rentals, AirB&B type rentals. He stated Supervisor Gustafson will be at the library the second Tuesday of every month. Reported the County is trying to update housing codes to reflect state changes in requirements.

Councilmember Douglass

Councilmember Douglass stated Channel 13 advertised Railroad Days, reported Placer County economic development meeting on mixed housing, SACOG discussed housing plan from Washington, Middle Housing and reported Project GO funding to food closets. Councilmember Douglass attended Railroad Days, the Flea Market and the Chamber Mixer, stated Pioneer Energy rate change vote is going to happen Monday. He talked about the success of Railroad Days.

Mayor Pro Tem Mendoza

Mayor Pro Tem Mendoza attended coffee with Supervisor Gustafson and stated she talked about wildfire safety and ways to prepare the Interstate 80 corridor. She

attended and states she enjoyed Railroad Days, also attended the Mixer at Railhead Saloon.

Councilmember Burruss

Councilmember Burruss provided an update on AB 1413, the bill is on the Governor's desk. PCPTA meeting passed the 2019-2020 Local Transportation Funds and approved State Transit Assistance Funding.

Mayor Fatula

Mayor Fatula attended Railroad Days, talked about the quilt show. He stated he met with John Baggett, Principal at Colfax Elementary, about mentorships. Mayor Fatula stated he attended the Chamber Mixer and met with Channel 13 as well.

City Manager, Wes Heathcock

City Manager Heathcock provided an update on the agreement for the \$500,000 planning grant with \$6 million construction grant. He stated we need to mitigate the amount of water that gets into the system. City Manager Heathcock reported paving will start tomorrow on the West side for the roundabout, traffic will shift Sunday. He reports we are still on target for completion date of November 1st and are still \$30,000 under budget.

Mayor Fatula requested information from City Attorney Cabral on the vegetation ordinance.

City Manager Heathcock reported construction on Culver Street will begin the week of October 7th. Downtown striping is scheduled for nights of October 9th and 10th, notices have gone out.

9 COUNCIL BUSINESS

9A Planning Grants Program Funds

Staff Presentation: Amy Feagans, City Planner

Recommendation: Adopt Resolution 44-2019 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.

City Planner, Amy Feagans reported the city is entitled to \$160,000 by filling out the application, stated the funds must be used to improve housing development and provided examples of eligible projects. She stated the application is due by November 30th, 2019.

City Manager Wes Heathcock stated this is another grant funding source discovered by staff.

By MOTION, adopt Resolution 44-2019 authorizing sections 1-4 listed above.

The MOTION was made by Mayor Pro Tem Mendoza, seconded by Councilmember Lomen and approved by the following voice vote:

AYES: Fatula, Mendoza, Douglass, Burruss, Lomen

NOES:

ABSENT:

9B Proposed Location for the Colfax Skate Park

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Adopt a Resolution approving locating the Colfax Skate Park adjacent to the Splash Park.

Ty Conners stated he has spearheaded this project since 2014, he provided a brief history of the skate park project, acknowledged Colfax Green Machine and thanked them for their help and support. Mr. Conners spoke about the versatility of the proposed park and that the skate park could be used by any wheeled option – bikes, rollerblades, skateboards. Mr. Conners reports he has big companies wanting to support this project, spoke about this bringing more tourism. He talked about Skate MD serving special needs children and them wanting to move up here, as well as Project Lifelong which takes at risk youth on skate trips in other communities. Mr. Conners stated skateboarding will be in the 2020 Olympics and how a brand-new skate park could bring people in. He reported finalizing a location has been a process, Sierra Vista Community Center denied the skate park, he also confirmed this project is on the Master Plan for Placer County stating they want to help support with Parks and Rec funding. Mr. Conners requested a current resolution and location to assist in receiving funds. He thanked Homie Joe’s and Chevron for their support in raising funds.

Councilmember Lomen inquired about offering 2 pieces of property.

Mr. Conners talked about the City Corp Yard not being sufficient and provided examples of why – including children crossing the road between the baseball field and the Corp Yard.

City Manager Heathcock clarified the approval would allow Mr. Conners to move forward to receive funding and obtain engineered plans.

PUBLIC COMMENT:

Larry Hillberg (resident) expressed appreciation of Mr. Conners and the consideration given to the vote on the previous item. He provided a survey of Colfax youth and spoke in favor of providing a swimming pool. Mr. Hillberg talked about the City applying for grants to put in a pool, going to Placer County for funding of the pool, and read a resolution that the Splash Park was phase 1 of the pool project. He talked about previous council meetings that had the pool discussion on the agenda that he felt were not noticed properly. Mr. Hillberg spoke in opposition of a skate park near his home, and mentioned past crimes in the purposed area.

Councilmembers Burruss and Lomen talked about current safety issues with the empty lot.

Mr. Hillberg pointed out costs that could be incurred for security and lights, stated he was upset about not being notified of this discussion.

Councilmember Lomen requested input on finding mitigation.

Mayor Fatula asked Mr. Conners what is currently being done about security.

Mr. Conners provided data for call outs to the entire park, 4 since January 2018 that were initiated by citizens. He clarified this is not a Sheriff project, and stated he talked to Paul Lundberg, the Principal at Colfax High School, who is trying to get a pool at the high school.

Mayor Fatula suggested we look at the previously requested funding.

City Manager Heathcock stated we could offer a resolution of support contingent on reviewing previous funding from Placer County.

Mayor Fatula inquired about the obligation to provide notice to neighbors of the location.

Mr. Conners stated he has delivered letters to surrounding neighbors and talked to residents.

Mr. Hillberg talked about neighbors' issues with erosion and requested the question be opened up to the citizens. He again spoke in opposition of the skate park.

Linda Habay (business owner) stated she can see both sides, spoke in support of a skate park for the youth. She talked about liabilities of a pool and suggested diverting funds to assist the high school build their pool. Ms. Habay talked about the benefits of a skate park.

Will Stockwin (resident) inquired about the current population of skaters in town, the long-term costs to the City, whether or not a skate park would decrease home values and if the City would be able to mitigate that issue. He asked whether or not the skate park would deter the skater population in town and mentioned cannabis retailers are required to have a 200-foot setback.

Bill Bean Sr. (resident) spoke in support of the pool coming back. He talked about the enjoyment of the pool in that location previously, stated a skate park does not belong there and how building a pool at the high school is an extensive process.

Councilmember Burruss requested clarification on the structural integrity of the site to hold a pool.

City Manager Heathcock was unable to clarify.

Councilmember Burruss inquired on a setback requirement for the skate park.

City Manager Heathcock and City Planner Feagans stated they were not aware of a setback requirement for a skate park.

Mayor Pro Tem Mendoza asked about phase 1 and phase 2 of the pool, stated she is in support of the Skate Park but would like more information on the grant funding.

Mayor Fatula inquired about the long-term maintenance cost for a skate park and cost of security, inquired about the previous grant and noticing neighbors within 300-feet.

Councilmember Lomen requested a comparison of a skate park vs. a pool, suggested obtaining the information from another municipality.

All Council Members spoke in favor of a skate park in Colfax.

Councilmember Burruss stated she would like more information on the project and funding going forward. She clarified that approving this resolution would allow review of the site for issues but does not lock in the site, stated the first step is a long process.

Mayor Fatula requested this item be pushed to allow more research. He requested a motion in favor and a motion to obtain more information.

By MOTION, approve a skate park to be located on City property.

The MOTION was made by Councilmember Lomen, seconded by Mayor Pro Tem Mendoza and approved by the following voice vote:

AYES: Fatula, Mendoza, Douglass, Burruss, Lomen

NOES:

ABSENT:

Council voted unanimously in support of a skate park being located on City property.

By MOTION, defer the item to the next meeting.

The MOTION was made by Mayor Fatula, seconded by Councilmember Douglass and passed by the following voice vote:

AYES: Fatula, Mendoza, Douglass

NOES: Burruss

OBSTAIN: Lomen

ABSENT:

Council requested time to notice property owners and research costs and impacts a skate park at this location would have.

City Manager Heathcock requested ample time to notice.

9C Conduct Discussion and Adopt a Policy for Annual Selection of Mayor and Mayor Pro Tem

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting a policy for annual selection of Mayor and Mayor Pro Tem.

City Attorney Cabral provided information about the current selection process.

Councilmember Burruss requested the policy allow Council to have discretion.

Mayor Fatula requested Mr. Cabral read the policy.

Mr. Cabral read the policy aloud.

Councilmember Burruss requested to strike the number of votes and to allow Mayor Pro Tem to be decided by Council not tenure. She asked verbiage be added requiring public comment to be considered.

Councilmember Lomen agreed.

Mr. Cabral stated he would bring back a revised policy.

PUBLIC COMMENT:

Tom Parnham (resident) talked about the process of becoming council and being rushed to determine a Mayor. He pointed out the ability Council has to change policy and that it is a waste to set a policy that can be changed.

Mayor Fatula requested confirmation that Council currently has a guideline.

By MOTION, continue the item to the next meeting and add changes.

The MOTION was made by Councilmember Douglass, seconded by Councilmember Lomen and passed by the following voice vote:

AYES: Fatula, Douglass, Burruss, Lomen

NOES: Mendoza

ABSENT:

10 GOOD OF THE ORDER

Councilmember Douglass mentioned the City Manager becoming an alternate for Pioneer Energy.

Mayor Pro Tem Mendoza requested to look at the TOT Tax.

City Manager Heathcock asked Mayor Pro Tem Mendoza to clarify if she is considering increasing the TOT Tax.

City Attorney Cabral clarified it would have to go to an election.

Councilmember Burruss talked about the Ordinance for the business district at Whitcomb through Main Street prohibiting skating of any kind and that she would like to see that amended.

Mayor Fatula stated skating downtown is a concern, provided an example of a skater crashing into a window, talked about types of windows.

Councilmember Burruss mentioned allowing skating but not on sidewalks.

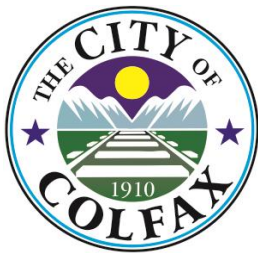
11 ADJOURNMENT

As there was no further business on the agenda, Mayor Fatula adjourned the meeting, without objection at 9:09PM.

Respectfully submitted to City Council this 23rd day of October, 2019.



Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE OCTOBER 23, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary Report – September 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 report includes General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and 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 September 2019.

- Monthly expenditures include the quarterly payment for Sheriff services.
- Negative cash fund balances are due to timing of funding allocations and reimbursements.
 - Fund 218 – Annual allocations for Support Law Enforcement funding typically begins in November of each year. The City expects to receive annual allocation of \$100,000.
 - 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 submitted claim worksheets for funding in September and the first allocation of funding was received in October. Full funding of budgeted transfers from Gas Tax Fund and General Fund will be recorded in fiscal year end closing process (June 2020).
 - Fund 365 - Kneeland Street Improvements – This new project is the first of the budgeted street improvements for fiscal year 2019-2020. Funding will be transferred from Mitigation Fees and General Fund as appropriate.
 - Fund 355 – CDBG Pavement Culver – Pending fund transfer from Fund 244.
 - Fund 385 – Roundabout Project – The primary funding for this project is disbursed on a reimbursement basis, therefore, a negative balance is anticipated until the end of the project. Reimbursements are being requested as soon as possible based on Grant and

Partner agreements. The City has received all Developer share of costs, and \$270,000 of these funds are in Fund 210 – Mitigation Fees Road projects and are budgeted to be used for the project (to be transferred as necessary at project completion).

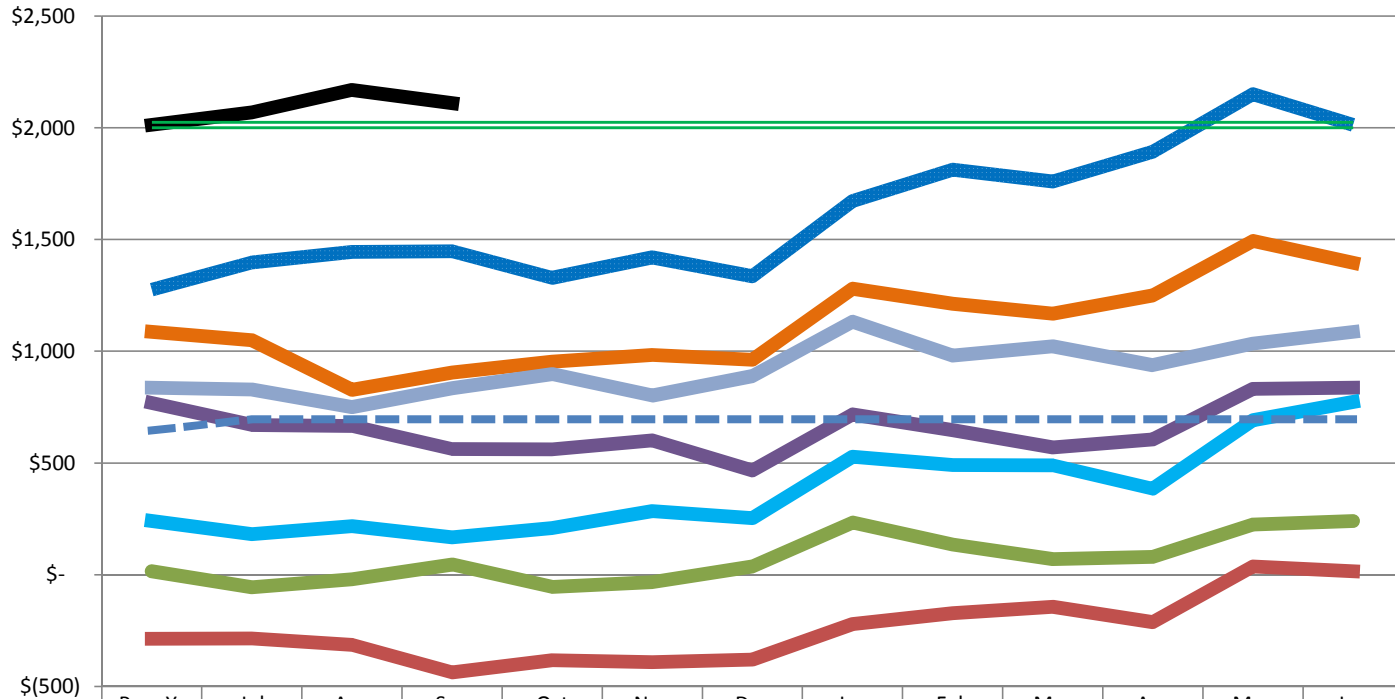
Attachments

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

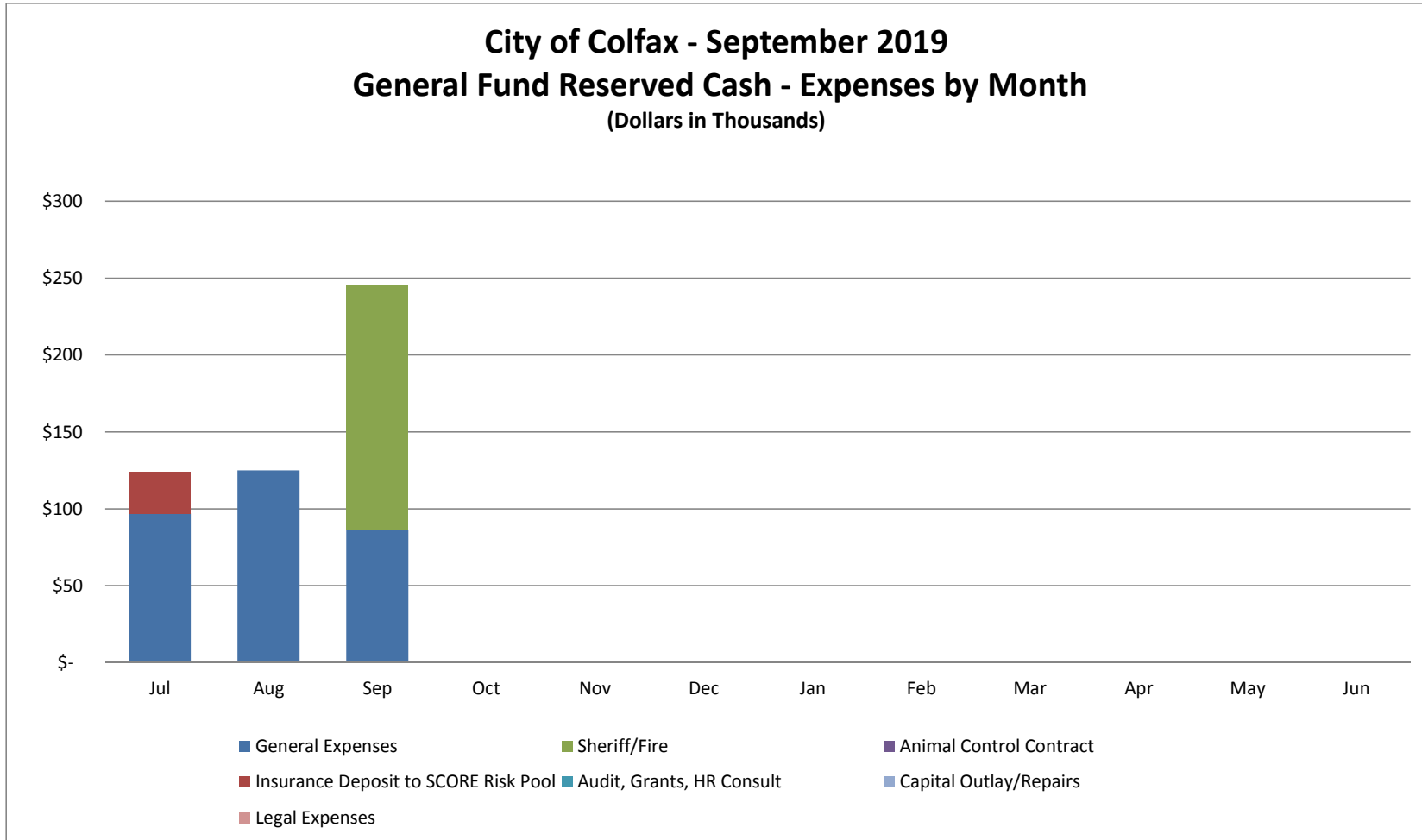
City of Colfax - September 2019
General Fund Reserved Cash Analysis
 (Dollars in Thousands)

Fiscal Year 2019-20 >>

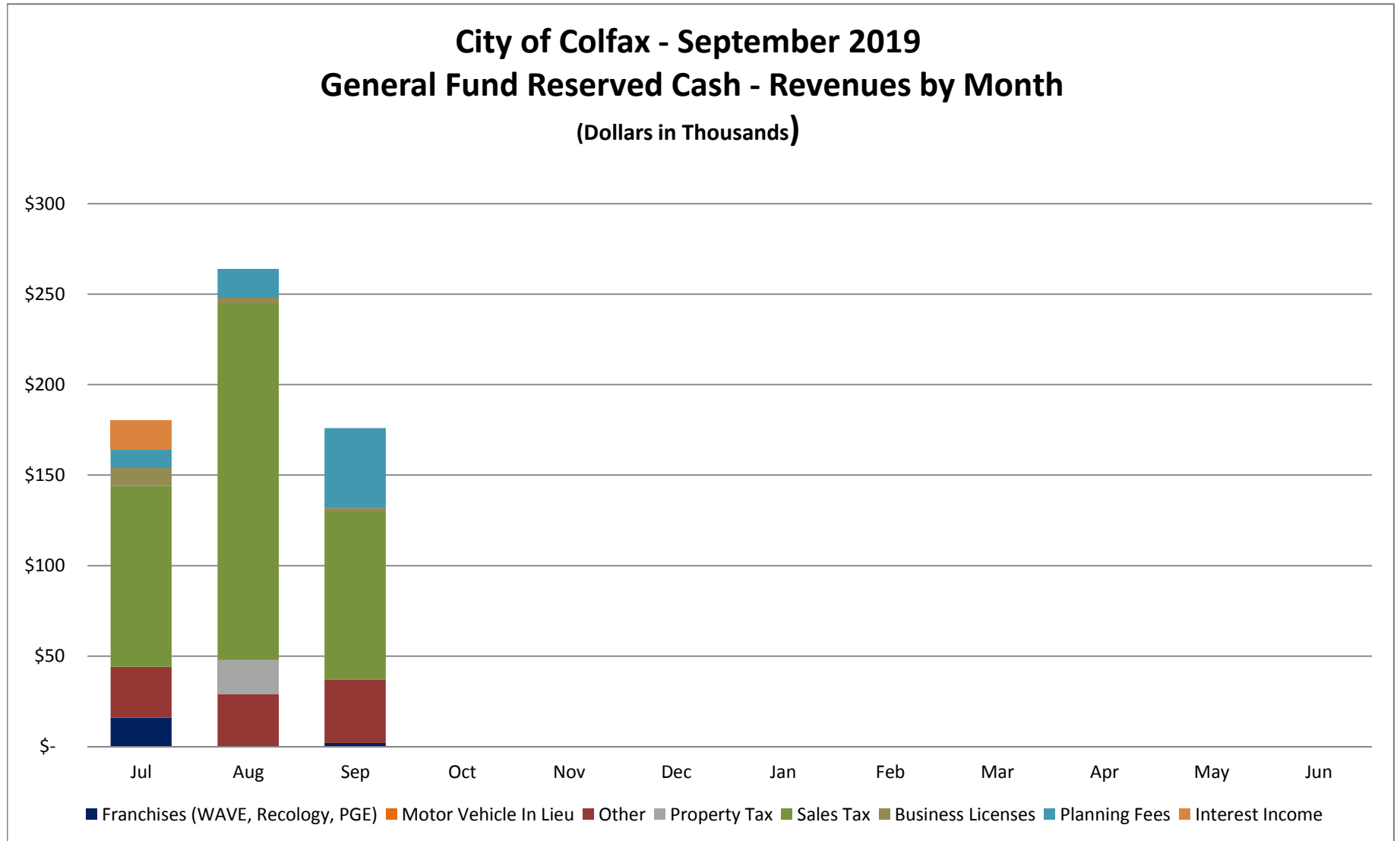


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110									
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$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

Attachment 1b



Attachment 1c



Attachment 2a

**City of Colfax
Cash Summary
September 30, 2019**

	Balance 08/31/2019	Revenues In	Expenses Out	Transfers	Balance 09/30/19
US Bank	\$ 467,428.31	\$ 475,919.41	\$ (932,250.79)	\$ 325,000.00	\$ 336,096.93
LAIF	\$ 5,921,820.40	\$ -		\$ (325,000.00)	\$ 5,596,820.40
Total Cash - General Ledger	<u>\$ 6,389,248.71</u>	<u>\$ 475,919.41</u>	<u>\$ (932,250.79)</u>	<u>\$ -</u>	<u>\$ 5,932,917.33</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 6,389,548.71</u>	<u>\$ 475,919.41</u>	<u>\$ (932,250.79)</u>	<u>\$ -</u>	<u>\$ 5,933,217.33</u>

Change in Cash Account Balance - Total \$ (456,331.38)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (848,659.06)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 317,391.36
 - Payroll Checks and Tax Deposits \$ (70,758.64)
 - Utility Billings - Receipts \$ 141,260.04
 - Voided Check - Reissue October \$ (179.08)
 - Voided Check - Reissue September \$ 4,614.00
- \$ (456,331.38) \$

Prepared by: Laurie Van Groningen 10/14/19
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock 10/15/2019
Wes Heathcock, City Manager

**Attachment 2b
City of Colfax**

Cash Transactions Report - September 2019

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,203,406.91	\$ 136,088.63	\$ (241,792.75)	\$ 2,097,702.79
Fund: 120 - Land Development Fees	\$ 43,653.14	\$ 40,046.62	\$ (3,092.50)	\$ 80,607.26
Fund: 570 - Garbage Fund	\$ (68,755.37)	\$ -	\$ -	\$ (68,755.37)
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,178,304.68	\$ 176,135.25	\$ (244,885.25)	\$ 2,109,554.68
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ 13,320.00	\$ 4,614.00	\$ (8,017.67)	\$ 9,916.33
Fund: 205 - Escrow Funds	\$ 101,626.24	\$ 0.83	\$ -	\$ 101,627.07
Fund: 571 - AB939 Landfill Diversion	\$ 26,917.26	\$ -	\$ -	\$ 26,917.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 784,052.45	\$ -	\$ (3,492.74)	\$ 780,559.71
Fund Type: 1.14 - General Fund - Restricted	\$ 925,915.95	\$ 4,614.83	\$ (11,510.41)	\$ 919,020.37
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 284,972.23	\$ -	\$ -	\$ 284,972.23
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	\$ -	\$ -	\$ (25,000.00)	\$ (25,000.00)
Fund: 244 - CDBG Program Inc - ME Lending	\$ 203,758.80	\$ 1,000.00	\$ -	\$ 204,758.80
Fund: 250 - Streets - Roads/Transportation	\$ (32,969.30)	\$ 180.00	\$ (14,086.98)	\$ (46,876.28)
Fund: 253 - Gas Taxes/SB1 Road Maint	\$ 41,847.96	\$ 3,254.75	\$ (1,164.30)	\$ 43,938.41
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	\$ 88,517.41	\$ -	\$ -	\$ 88,517.41
Fund: 342 - Fire Construction - Mitigation	\$ 10,593.43	\$ -	\$ -	\$ 10,593.43
Fund: 343 - Recreation Construction	\$ 10,593.90	\$ -	\$ -	\$ 10,593.90
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 689,024.05	\$ 4,434.75	\$ (40,251.28)	\$ 653,207.52
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 365 - Kneeland Street Imprpv	\$ -	\$ -	\$ (2,925.00)	\$ (2,925.00)
Fund: 355 - CDBG Pavement - Culver	\$ (7,332.50)	\$ 5,650.00	\$ (80.00)	\$ (1,762.50)
Fund: 385 - Roundabout	\$ (96,799.39)	\$ 139,958.58	\$ (541,797.90)	\$ (498,638.71)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (104,131.89)	\$ 145,608.58	\$ (544,802.90)	\$ (503,326.21)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,099,281.28	\$ 89,606.04	\$ (71,420.54)	\$ 1,117,466.78
Fund: 561 - Sewer Liftstations	\$ 328,194.72	\$ 15,398.14	\$ (14,279.37)	\$ 329,313.49
Fund: 563 - Wastewater Treatment Plant	\$ 685,239.82	\$ 40,121.82	\$ -	\$ 725,361.64
Fund: 564 - Sewer Connections	\$ 55,881.90	\$ -	\$ -	\$ 55,881.90
Fund: 567 - Inflow & Infiltration	\$ 531,230.52	\$ -	\$ -	\$ 531,230.52
Fund: 573 - WWTP Planning Grant	\$ -	\$ -	\$ (5,254.88)	\$ (5,254.88)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,699,828.24	\$ 145,126.00	\$ (90,954.79)	\$ 2,753,999.45
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 307.68	\$ 153.84	\$ -	\$ 461.52
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 307.68	\$ 153.84	\$ -	\$ 461.52
Grand Totals:	\$ 6,389,248.71	\$ 476,073.25	\$ (932,404.63)	\$ 5,932,917.33

Attachment 2c

Check Register Report

Item 6B

Checks Processed Sept 2019

Date: 10/14/2019

Time: 8:58 am

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
US BANK Checks								
55000	09/06/2019	Reconciled		09/30/2019	03141	CALPERS	HEALTH PREMIUMS SEPT 2019	7,751.03
55001	09/03/2019	Void	10/04/2019		03552	COLFAX MARKET	PCCOA MEETING DRINKS	0.00
55002	09/03/2019	Reconciled		09/30/2019	08170	HILLS FLAT LUMBER CO	STMT 8/25/19	623.65
55003	09/03/2019	Reconciled		09/30/2019	16750	PR DIAMOND PRODUCTS, INC	ASPHALT CUTTING BLADE	175.00
55004	09/03/2019	Reconciled		09/30/2019	19065	SCI CONSULTING GROUP	CANNABIS APPLICATION REVIEW	3,403.67
55005	09/03/2019	Reconciled		09/30/2019	20054	TARGET SPECIALTY PRODUCTS	LAWN CARE SUPPLIES	212.05
55006	09/03/2019	Reconciled		09/30/2019	22240	VULCAN MATERIALS COMPANY	GRASS VALLEY ST. ASPHALT	342.93
55007	09/03/2019	Reconciled		09/30/2019	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
55008	09/03/2019	Reconciled		09/30/2019	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	17.21
55009	09/06/2019	Reconciled		09/30/2019	03141	CALPERS	GASB68 REPORTS	700.00
55010	09/06/2019	Reconciled		09/30/2019	03141	CALPERS	SSA ANNUAL FEE	300.00
55011	09/05/2019	Reconciled		09/30/2019	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	17.18
55012	09/05/2019	Reconciled		09/30/2019	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	15.78
55013	09/05/2019	Reconciled		09/30/2019	01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS AUG 2019	865.12
55014	09/05/2019	Reconciled		09/30/2019	01500	ANDERSON'S SIERRA	IRRIGATION SUPPLIES	307.59
55015	09/05/2019	Reconciled		09/30/2019	02901	BUREAU VERITAS NORTH AMERICA	ENG SVCS MAR 2019 SHORTPAY	630.00
55016	09/05/2019	Reconciled		09/30/2019	05120	EDWARDS HEATING & COOLING	WWTP A/C REPAIR	188.00
55017	09/05/2019	Reconciled		09/30/2019	07460	GOLD COUNTRY MEDIA	CSR POSITION AD	204.00
55018	09/05/2019	Reconciled		09/30/2019	08050	HACH COMPANY	WWTP LAB SUPPLIES	374.86
55019	09/05/2019	Reconciled		09/30/2019	08070	HANSEN BROS. ENTERPRISES	ROCK	224.15
55020	09/05/2019	Reconciled		09/30/2019	08086	HBE RENTALS	CULVER ST RPR/CRACK SEALER	32.02
55021	09/05/2019	Reconciled		09/30/2019	08501	HOME DEPOT CREDIT SERVICES	STMT 8/21/19	175.10
55022	09/05/2019	Reconciled		09/30/2019	12209	LIEBERT CASSIDY WHITMORE	RECONSORTIUM MEMBERSHIP 19/20	2,115.00
55023	09/05/2019	Reconciled		09/30/2019	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS AUG 2019	6,931.75
55024	09/05/2019	Reconciled		09/30/2019	16040A	PITNEY BOWES	Q1 FY 19/20 POSTAGE MACH LEASE	167.84
55025	09/05/2019	Reconciled		09/30/2019	18400	RIEBES AUTO PARTS	STMT 8/31/19	75.86
55026	09/05/2019	Printed			1791	SIERRA PROPERTY DEVELOPMENT	BILLBOARD RPR	750.00
55027	09/05/2019	Reconciled		09/30/2019	19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY MONITORING	148.95
55028	09/05/2019	Reconciled		09/30/2019	19791	SUTTER MEDICAL FOUNDATION	WWTP OIT VACCINES	199.00
55029	09/05/2019	Reconciled		09/30/2019	21560	US BANK CORPORATE PMT SYSTEM	STMT 8/22/19	2,685.11
55030	09/05/2019	Reconciled		09/30/2019	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS AUG 2019	6,281.25
55031	09/05/2019	Reconciled		09/30/2019	22240	VULCAN MATERIALS COMPANY	ASPHALT	685.86
55032	09/05/2019	Reconciled		09/30/2019	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	35.19
55033	09/05/2019	Reconciled		09/30/2019	23230	JEFF WHEELER	LOT OF ART WATER	150.21
55034	09/12/2019	Reconciled		09/30/2019	01270	ADAMS ASHBY GROUP, INC.	CDBG PROJECT REVIEW	225.00
55035	09/12/2019	Reconciled		09/30/2019	01414	ALHAMBRA & SIERRA SPRINGS	PW/WWTP WATER	292.67
55036	09/12/2019	Reconciled		09/30/2019	01448	AMERIGAS - COLFAX	DEPOT PROPANE	116.90
55037	09/12/2019	Reconciled		09/30/2019	01766	AT&T MOBILITY	CITY CELL PHONES AUG 2019	704.29
55038	09/12/2019	Reconciled		09/30/2019	03474	CLARDY, CHRIS	TOOL PURCHASE REIMBURSEMENT	150.00
55039	09/12/2019	Reconciled		09/30/2019	3555	COLFAX RAILROAD DAYS	RR DAYS EVENT CONTRIBUTION	1,000.00
55040	09/12/2019	Reconciled		09/30/2019	04234	DE LAGE LANDEN FINANCIAL	COPY MACH MAINT SEPT 2019	491.76
55041	09/12/2019	Reconciled		09/30/2019	4589	DWYER, JACOB	2019 PARTIAL BOOT ALLOWANCE	226.26
55042	09/12/2019	Reconciled		09/30/2019	7223	GEOCON CONSULTANTS INC.	POND 3 GEOTECHNICAL	990.00
55043	09/12/2019	Reconciled		09/30/2019	07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
55044	09/12/2019	Reconciled		09/30/2019	07570	GRAINGER	WWTP SUPPLIES	71.18
55045	09/12/2019	Reconciled		09/30/2019	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	886.74
55046	09/12/2019	Reconciled		09/30/2019	16035	PG&E	ELECTRICITY	17,751.58
55047	09/12/2019	Reconciled		09/30/2019	16200	PLACER COUNTY SHERIFF DEPT.	Q1 FY 19/20 SHERIFF CONTRACT	184,082.00

Attachment 2c

Check Register Report

Item 6B

Checks Processed Sept 2019

Date: 10/14/2019

Time: 8:58 am

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
US BANK Checks								
55048	09/12/2019	Reconciled		09/30/2019	16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE RPR	873.58
55049	09/12/2019	Reconciled		09/30/2019	16040	PURCHASE POWER	POSTAGE REFILL	503.50
55050	09/12/2019	Printed			19037	SAFE SIDE SECURITY	CORP YARD SECURITY SEPT 2019	95.00
55051	09/12/2019	Reconciled		09/30/2019	19575	SHANNA STAHL	CLASS MILEAGE REIMBURSEMENT	88.47
55052	09/12/2019	Reconciled		09/30/2019	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	317.62
55053	09/12/2019	Reconciled		09/30/2019	19397	SIERRA SAW	CHAINSAW RPR	162.30
55054	09/12/2019	Reconciled		09/30/2019	19319	SOLACE GRAPHICS	BRANDING CONSULTANTS	600.00
55055	09/12/2019	Reconciled		09/30/2019	22134	VISION QUEST	TECH SUPPORT SVCS OCT 2019	1,494.00
55056	09/12/2019	Reconciled		09/30/2019	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	220.45
55057	09/12/2019	Reconciled		09/30/2019	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL AUG 2019	857.15
55058	09/23/2019	Reconciled		09/30/2019	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS AUG 2019	4,845.00
55059	09/23/2019	Reconciled		09/30/2019	03401	CHOICE BUILDER	OCT 2019 PREMIUMS	752.52
55060	09/23/2019	Reconciled		09/30/2019	03435	CITY OF AUBURN	CITY CLERK SVCS AUG 2019	1,093.99
55061	09/23/2019	Reconciled		09/30/2019	04592	DACOMM	WWTP INTERNET	99.95
55062	09/23/2019	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH SALES TAX	68.50
55063	09/23/2019	Reconciled		09/30/2019	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,639.23
55064	09/23/2019	Reconciled		09/30/2019	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	188.79
55065	09/23/2019	Reconciled		09/30/2019	14859	GHD INC.	ENG SVC AUG 2019	7,985.63
55066	09/23/2019	Printed			07268	GIULIANI & KULL - AUBURN, INC.	KNEELAND ST SURVEYING	2,925.00
55067	09/23/2019	Reconciled		09/30/2019	07465	GOLD MINER PEST CONTROL	WWTP/LIFT STATION PEST CONTROL	210.00
55068	09/23/2019	Reconciled		09/30/2019	07570	GRAINGER	WWTP SUPPLIES	275.37
55069	09/23/2019	Reconciled		09/30/2019	07575	GRANITE CONSTRUCTION	ROUNDAABOUT CONSTRUCTION	493,581.10
55070	09/23/2019	Reconciled		09/30/2019	08050	HACH COMPANY	WWTP LAB SUPPLIES	397.82
55071	09/23/2019	Reconciled		09/30/2019	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	495.06
55072	09/23/2019	Reconciled		09/30/2019	09455	INLAND BUSINESS SYSTEMS	COPY MACH OVERAGES Q1 19/20	411.05
55073	09/23/2019	Reconciled		09/30/2019	12210	LIFE-ASSIST, INC.	FIRE DEPT MEDICAL SUPPLIES	867.21
55074	09/23/2019	Printed			13277	MMANC	19/20 MEMBERSHIP	75.00
55075	09/23/2019	Reconciled		09/30/2019	13567	MWG HOLDINGS	CHECK 54365 REISSUE	4,614.00
55076	09/23/2019	Reconciled		09/30/2019	14356	NORTHERN CALIFORNIA GLOVE	WWTP SUPPLIES	274.50
55077	09/23/2019	Reconciled		09/30/2019	16300	PCWA -PLACER COUNTY	WATER	3,092.95
55078	09/23/2019	Reconciled		09/30/2019	16035	PG&E	ROUNDAABOUT ELECTRICAL POLES	4,562.51
55079	09/23/2019	Reconciled		09/30/2019	16559	PLAZA TIRE AND AUTO SERVICE	BACKHOE RPRS	762.31
55080	09/23/2019	Printed			16821	PSOMAS	ROUNDAABOUT PROJECT MAN	39,374.91
55081	09/23/2019	Reconciled		09/30/2019	18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS AUG 2019	5,400.00
55082	09/23/2019	Reconciled		09/30/2019	22240	VULCAN MATERIALS COMPANY	ASPHALT	344.61
55083	09/23/2019	Reconciled		09/30/2019	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
55084	09/23/2019	Reconciled		09/30/2019	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	245.83
55085	09/30/2019	Reconciled		09/30/2019	2087	BASIC PACIFIC	FSA PLAN FEES SEPT 2019	45.00
55086	09/30/2019	Printed			1204	ABBOTT, FRED	COLFAX CONNECTION SEPT 2019	900.00
55087	09/30/2019	Printed			01500	ANDERSON'S SIERRA	STORM DRAIN RPR	241.95
55088	09/30/2019	Printed			3026	BOUND TREE	FIRE DEPT SUPPLIES	818.23
55089	09/30/2019	Printed			03493	COASTLAND CIVIL ENGINEERING	ENG SVCS AUG 2019	846.25
55090	09/30/2019	Printed			3555	COLFAX RAILROAD DAYS	RAILROAD DAYS DEPOSIT REFUND	100.00
55091	09/30/2019	Printed			3499	COLFAX-TODDS VALLEY	ROUNDAABOUT CULTURAL INSP	1,235.00
55092	09/30/2019	Printed			07465	GOLD MINER PEST CONTROL	FIRE STATION 37 PEST CONTROL	148.00
55093	09/30/2019	Printed			08070	HANSEN BROS. ENTERPRISES	GRASS VALLEY ST ROCK	22.42
55094	09/30/2019	Printed			08159	HILL BROTHERS CHEMICAL	WWTP CHEMICALS	7,397.30
55095	09/30/2019	Printed			08200	HINDERLITER, DE LLAMAS & ASSOC	Q3 SALES TAX AUDIT	618.32

Attachment 2c

Check Register Report

Item 6B

Checks Processed Sept 2019

Date: 10/14/2019

Time: 8:58 am

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
55096	09/30/2019	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 9/20/19	71.89
55097	09/30/2019	Printed			08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	91.76
55098	09/30/2019	Printed			09540	INTERSTATE SALES	PARKING BLOCK	60.06
55099	09/30/2019	Printed			10510	JOSEPH SCHWIND	BACKHOE RPR	75.00
55100	09/30/2019	Printed			16767	POWELL, JUSTIN	BALLFIELD RENTAL DEPOSIT REF	100.00
55101	09/30/2019	Printed			19397	SIERRA SAW	PW SUPPLIES/OIL	142.78
55102	09/30/2019	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
55103	09/30/2019	Printed			23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT CABLE	5.22
55104	09/30/2019	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	17.91
55105	09/30/2019	Printed			18883	WAXIE SANITARY SUPPLY	SUPPLIES	120.23
55106	09/30/2019	Printed			23230	JEFF WHEELER	LOT OF ART WATER REIMB	146.51
55107	09/30/2019	Printed			23451	WOOD RODGERS	WWTP IMPROVEMENTS	7,436.88

Total Checks: 108

Checks Total (excluding void checks):

848,659.06

Total Payments: 108

Bank Total (excluding void checks):

848,659.06

Total Payments: 108

Grand Total (excluding void checks):

848,659.06

Attachment 2d

DAILY CASH SUMMARY REPORT

Item 6B

Page: 1
10/14/2019
9:00 am

09/01/2019 - 09/30/2019

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
09/03/2019	Daily Totals	913.53	0.00	913.53	
09/04/2019	Daily Totals	743.46	0.00	743.46	
09/11/2019	Daily Totals	1,018.50	0.00	1,018.50	
09/12/2019	Daily Totals	4,089.98	0.00	4,089.98	
09/16/2019	Daily Totals	0.00	234.14	-234.14	
09/17/2019	Daily Totals	13,526.03	0.00	13,526.03	
09/20/2019	Daily Totals	350.00	0.00	350.00	
09/24/2019	Daily Totals	99,622.66	0.00	99,622.66	
09/27/2019	Daily Totals	5,380.16	0.00	5,380.16	
09/30/2019	Daily Totals	427.40	165.00	262.40	
Fund: 100 - General Fund		TOTALS:	126,071.72	399.14	125,672.58
Fund: 120 - Land Development Fees					
09/04/2019	Daily Totals	1,000.00	0.00	1,000.00	
09/12/2019	Daily Totals	31,046.62	0.00	31,046.62	
09/17/2019	Daily Totals	8,000.00	0.00	8,000.00	
Fund: 120 - Land Development Fees		TOTALS:	40,046.62	0.00	40,046.62
Fund: 205 - Escrow Account - Developers					
09/30/2019	Daily Totals	0.83	0.00	0.83	
Fund: 205 - Escrow Account - Developers		TOTALS:	0.83	0.00	0.83
Fund: 244 - CDBG MicroEnterprise Lending					
09/30/2019	Daily Totals	1,000.00	0.00	1,000.00	
Fund: 244 - CDBG MicroEnterprise Lending		TOTALS:	1,000.00	0.00	1,000.00
Fund: 250 - Streets - Roads/Transportation					
09/30/2019	Daily Totals	180.00	0.00	180.00	
Fund: 250 - Streets - Roads/Transportation		TOTALS:	180.00	0.00	180.00
Fund: 253 - Gas Taxes					
09/20/2019	Daily Totals	3,254.75	0.00	3,254.75	

Limited to include: JE Types of: CR

Attachment 2d

DAILY CASH SUMMARY REPORT

Item 6B

Page: 2
10/14/2019
9:00 am

09/01/2019 - 09/30/2019

City of Colfax

		Debit	Credit	Net Chng
Fund: 253 - Gas Taxes				
TOTALS:		3,254.75	0.00	3,254.75
Fund: 355 - CDBG Pavement Program				
09/17/2019	Daily Totals	5,650.00	0.00	5,650.00
Fund: 355 - CDBG Pavement Program				
TOTALS:		5,650.00	0.00	5,650.00
Fund: 385 - Roundabout Project				
09/12/2019	Daily Totals	117,567.50	0.00	117,567.50
09/24/2019	Daily Totals	22,391.08	0.00	22,391.08
Fund: 385 - Roundabout Project				
TOTALS:		139,958.58	0.00	139,958.58
Fund: 561 - Sewer Liftstations				
09/11/2019	Daily Totals	407.00	0.00	407.00
09/17/2019	Daily Totals	407.00	0.00	407.00
09/20/2019	Daily Totals	814.00	0.00	814.00
Fund: 561 - Sewer Liftstations				
TOTALS:		1,628.00	0.00	1,628.00
GRAND TOTALS:		317,790.50	399.14	317,391.36



Staff Report to City Council

FOR THE OCTOBER 23, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Investment Report – Quarter Ended September 30, 2019
Budget Impact Overview:

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

RECOMMENDED ACTION: Accept and file.

BACKGROUND AND ANALYSIS:

California Government Code Section 53646 and the City of Colfax Investment Policy require a quarterly investment report be submitted to the City Council. Such report shall include at least the following information:

- Types of Investments;
- Name of the institution in which funds are invested or deposited;
- Date of Maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;
- Average weighted yield of all investments;
- A statement relating the report to the City’s Investment Policy; and
- A statement that there are sufficient funds to meet the City’s next six months financial obligations.

The current practice for cash management is to maintain an operating balance between \$75,000 and \$150,000 in the City’s US Bank Corporate checking account. This account accumulates Earnings Credits based on the account balance which offset/reduce monthly service charges. City funds in excess of targeted operating balance are transferred to the State of California Local Agency Investment Fund (LAIF) on a weekly basis. The checking account balance may be reported at an amount higher than the target balance by the Bank due to the timing of City checks being processed by vendors/service providers.

The City’s investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City’s allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months financial obligations. The budget for fiscal year 2019-2020 reflects nearly \$4.2M in annual operating expenditures; therefore, our target for liquid short term securities would be \$2.1M.

The attached schedule Analysis of Treasury Investment Pool satisfies the State's reporting requirements. Additionally, we have determined:

- The investments held at September 30, 2019 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of 2.24% for the quarter ended September 30, 2019.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period October 1, 2019 through March 31, 2020.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. With several years of solid funding levels, the City staff has reviewed additional investment opportunities. We have seriously considered the process of opening an account for some short term Certificates of Deposit (CD) investments. In recent months, the rates for CD's have dropped while LAIF interest rates continue to increase creating a very narrow gap between the two investment options. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

Attachments

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 09/30/2019)
3. State of California – PMIA Average Monthly Effective Yields

Attachment 1

City of Colfax

Analysis of Treasury Investment Pool

Quarterly Analysis - FY2018-2019

Report Date: 09/30/19

Quarter Ended 09/30/2019					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 5,596,820	95%	2.34%
Corporate Checking	US Bank	N/A	\$ 298,304	5%	0.19%
Total Investment Pool			\$ 5,895,125	100%	2.24%

Quarter Ended 09/30/2019					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 5,596,820	95%	2.34%
Corporate Checking	US Bank	N/A	\$ 298,304	5%	0.19%
Total Investment Pool			\$ 5,895,125	100%	2.24%

Attachment 2



CALIFORNIA STATE TREASURER
FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/09/19	2.31	2.35	177
09/10/19	2.30	2.35	176
09/11/19	2.30	2.35	176
09/12/19	2.29	2.35	179
09/13/19	2.29	2.35	179
09/14/19	2.29	2.35	179
09/15/19	2.29	2.35	179
09/16/19	2.28	2.35	182
09/17/19	2.27	2.35	188
09/18/19	2.27	2.35	187
09/19/19	2.27	2.35	186
09/20/19	2.26	2.35	185
09/21/19	2.26	2.34	185
09/22/19	2.26	2.34	185
09/23/19	2.26	2.34	186
09/24/19	2.26	2.34	185
09/25/19	2.25	2.34	184
09/26/19	2.25	2.34	186
09/27/19	2.25	2.34	187
09/28/19	2.25	2.34	187
09/29/19	2.25	2.34	187
09/30/19	2.25	2.34	185
10/01/19	2.22	2.22	200
10/02/19	2.22	2.22	200
10/03/19	2.21	2.22	198
10/04/19	2.21	2.22	198
10/05/19	2.21	2.21	198
10/06/19	2.21	2.21	198
10/07/19	2.21	2.21	197
10/08/19	2.21	2.21	197
10/09/19	2.21	2.21	196

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

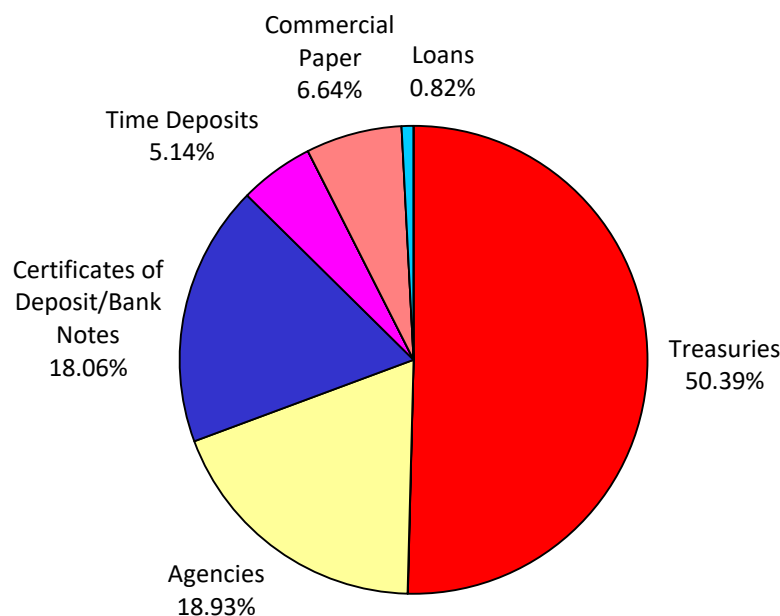
Quarter Ending 06/30/19

Apportionment Rate: 2.57
 Earnings Ratio: .00007028813234525
 Fair Value Factor: 1.001711790
 Daily: 2.39%
 Quarter to Date: 2.44%
 Average Life: 173

PMIA Average Monthly Effective Yields

Sep 2019 **2.280**
 Aug 2019 2.341
 July 2019 2.379

Pooled Money Investment Account
Portfolio Composition
08/31/19
\$94.8 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 10/09/2019

Attachment 3



California State Treasurer
Fiona Ma, CPA



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Search



[Home](#) [PMIA Home](#) [Contacts](#) [Time Deposits](#) [LAIF](#)

[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280			



Staff Report to City Council

FOR THE OCTOBER 23, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Alfred A. “Mick” Cabral, City Attorney
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 Resolution ___-2019 approving adopting a policy for annual selection of Mayor and Mayor Pro Tem.

Summary/Background:

A draft policy was submitted for Council consideration at the regular Council meeting on September 25, 2019. Council asked for staff to revise the draft policy to preserve Council discretion in the selection of its Mayor and Mayor Pro Tem, to eliminate tenure on the Council and relative number of votes as a basis for rotation and to explicitly provide for public comment. All of those changes have been incorporated into the following revised draft. A provision has also been added to allow replacement of the Mayor and Mayor Pro Tem.

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 reserves discretion to vary from this policy and the procedures it establishes.

1. 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.

2. This is the process the Council will follow each time a Mayor and Mayor Pro Tem is selected:

A. The Mayor Pro Tem shall be seated as Mayor.

B. The Council shall by majority vote of a quorum present and voting select one of its members to serve as Mayor Pro Tem.

C. 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.

D. The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.

3. The Mayor and Mayor Pro Tem can be replaced at any time, in the Council's discretion, by majority vote of the Council.

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”.

Fiscal Impact:

None

City of Colfax

City Council

Resolution № __-2019

APPROVING ADOPTING A POLICY FOR ANNUAL SELECTION OF MAYOR AND
MAYOR PRO TEM

WHEREAS, The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs; and

WHEREAS, 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; and

WHEREAS, the Colfax City Council requested the Mayor and Mayor Pro Tem selection policy update; and

WHEREAS, staff provided an updated policy at the September 25th and received policy modifications reflected in the attached Mayor and Mayor Pro Tem Selection Policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the attached to this Resolution reflects the City Colfax Council policy changes request and are hereby approved and adopted by the City Council.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of October 2019, by the following vote of the Council:

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

Joe Fatula, Mayor

ATTEST:

Jaclyn Collier, City Clerk

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 reserves discretion to vary from this policy and the procedures it establishes.

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~~ shall by majority vote of a quorum present and voting select one of its members to serve 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.

D. The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.



Staff Report to City Council

FOR THE OCTOBER 23, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Feagans, City Planner
Subject: The City Council of the City of Colfax Denying the Colfax Net Setback Variance Application

Budget Impact Overview:

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

RECOMMENDED ACTION: Adopt Resolution __-2019 approving the City Council’s findings and order denying Colfax Net setback variance application.

Summary/Background

At the September 25, 2019 meeting, after accepting public testimony, the City Council voted 4-0-1 (Mayor Fatula recused himself) to deny the side yard setback variance requested by Colfax Net and directed staff to prepare the appropriate findings of denial.

Per section 17.40.070 of the Zoning Ordinance, there are four required findings that must be made to grant a variance.

1. There are special circumstances applicable to the property, including size, shape, topography, location or surrounding, such that the strict application of the provisions of this zoning ordinance deprives the property of special privileges enjoyed by other property owners 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.

The Council was not able to support the project as requested and voted to deny the variance. The attached resolution has been prepared with the above findings for denial. Staff recommends approving the city council’s findings and order denying Colfax Net setback variance application.

FISCAL IMPACT:

N/A

Attachments

1. Resolution __-2019

City of Colfax

City Council

Resolution № __-2019

APPROVING THE CITY COUNCIL’S FINDINGS AND ORDER DENYING COLFAX NET
SETBACK VARIANCE APPLICATION

WHEREAS, at the close of the September 25, 2019 public hearing the Colfax City Council voted unanimously, without participation by Mayor Fatula, to deny the application of Corey Juchau and Robert Amick for the Colfax Net Setback Variance on Sierra Sky Court, Placer County Assessor’s Parcel 100-100-030 and directed staff to prepare findings and an order; and

WHEREAS, the City Council’s Findings and Order attached to this Resolution adequately memorialize the action taken by the City Council and the basis for its action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the Findings and Order attached to this Resolution denying the subject application for a setback variance are true and correct and are hereby approved and adopted by the City Council. The City Manager is hereby directed to execute the attached Findings and Order for and on behalf of the City Council.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of October 2019, by the following vote of the Council:

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

Marnie Mendoza, Mayor Pro Tem

ATTEST:

Jaclyn Collier, City Clerk

CITY COUNCIL'S FINDINGS AND ORDER

COLFAX NET VARIANCE

AFTER APRIL 24, 2019 AND SEPTEMBER 25, 2019 PUBLIC HEARINGS

(Colfax Municipal Code §§1.28.070; 17.40.070G)

Project Title: Colfax Net Setback Variance

Applicant/Owner: Corey Juchau/Robert Amick

Location: Sierra Sky Court

Assessor's Parcel #: 100-100-030

The application by ColfaxNet for a variance to allow a reduced setback on the above-referenced parcel came on regularly for hearing on April 24, 2019. The City Council closed the public hearing at the conclusion of public testimony on April 24, 2019 and continued the item to the regular May 22, 2019 City Council meeting to allow the applicant to provide additional information and to identify other available alternatives. The application was placed on the May 22, 2019 regular City Council meeting agenda but was pulled off that agenda at the applicant's request and continued to the June 26, 2019 regular City Council meeting. The application was pulled from the June 26, 2019 regular Council meeting agenda at the request of the applicant and a neighbor, Mr. Swick, to allow them to negotiate an alternative to the requested variance and was continued to the July 24, 2019 regular City Council meeting. The application was pulled from the July 24, 2019 regular City Council meeting agenda at the request of the applicant but not continued to a specific date, anticipating that a negotiated resolution would ensue. The application was duly and properly re-noticed for the September 25, 2019 regular City Council meeting for Council decision.

Mayor Fatula recused himself, was not present for any hearing, meeting or discussion regarding this application and did not participate in making the Council's decision.

Although the public hearing was closed on April 24, 2019, the Council reopened the public hearing to allow up to ten proponents and ten opponents of this variance application to provide additional testimony, to allow the applicant to make an oral rebuttal as allowed by Colfax Municipal Code §1.28.040 B and the hearing procedures listed on the Council's agenda, and to formally receive additional written information submitted after the April 24, 2019 public hearing. The additional written information received and considered by the Council after the April 24, 2019 public hearing included the staff report for the September 25, 2019 public hearing, Attachments 1 through 9, inclusive, to the staff report for the September 25, 2019 meeting, an email dated September 24, 2019 from Dwayne Armstrong/Dacomm, a September 24, 2019 letter from R. Monti Reynolds to the City Council, a September 24, 2019 letter from Ken & Cheri Wall to the Council and five color photographs of the project site submitted at the September 25, 2019 meeting.

After hearing additional testimony from proponents and opponents of the requested variance and the applicant’s rebuttal testimony, the public hearing was closed. The City Council, having heard and considered the entire record of the April 24, 2019 and September 25, 2019 public hearings, including all public testimony and all documents submitted at or before both hearings, made the following findings and took the following action based upon substantial evidence in the record before it. The Council did not consider or factor into its findings or decision the environmental effects of radio frequency emissions. (See 47 USCA §332(c)(7)).

FINDINGS

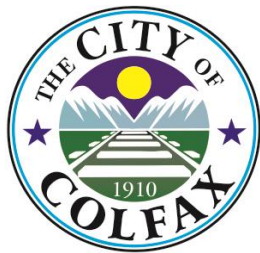
1. The applicant did not establish, to the Council’s satisfaction, that there are special circumstances applicable to the property such that the strict application of the provisions of the City’s zoning ordinance deprives the property of privileges enjoyed by other property in the vicinity and under identical land use, and therefore did not meet the criteria required by Colfax Municipal Code §17.40.070 G 1.
2. The applicant did not establish, to the Council’s satisfaction, that the granting of the variance under the circumstances presented would 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, and therefore did not meet the criteria required by Colfax Municipal Code §17.40.070 G 2.
3. The granting of the variance would not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel. (Colfax Municipal Code §17.40.070 G 3).
4. The applicant did not establish, to the Council’s satisfaction, that the granting of the variance will not be detrimental to 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, and therefore did not meet the criteria required by Colfax Municipal Code §17.40.070 G 4.
5. The variance application, if approved, would substantially change the physical dimensions of the tower or base station in which the applicant’s antennas are presently located.
6. To the extent that granting or denying this variance application is a discretionary act, the City Council exercised its discretion to deny the variance application based on the entire record before it.

COUNCIL’S DECISION

In light of the foregoing findings, the City Council determines that this application for a variance should be, and hereby is, denied without prejudice.

Dated: _____

Wes Heathcock, City Manager



Staff Report to City Council

FOR THE OCTOBER 23, 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:

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

RECOMMENDED ACTION: Adopt Resolution __-2019 approving locating the Colfax Skate Park adjacent to the Splash Park.

Summary/Background

At the September 25th City Council meeting staff was directed to provide information in four areas:

1. Pool vs. Skate Park Operating Costs
2. Security
3. 300' Notification of Neighbors
4. Splash Park Funding Agreement Requirements

Information on Items 1-3 are provided in the attachments.

Staff reached out to Placer County Parks Administrator Andy Fisher to determine if there is any obligation to pursue construction of the swimming pool as a future phase identified in the “Agreement Between the City of Colfax and the County of Placer for Construction of a New Swimming Pool” Amendment No. 1 to address Item 4. Andy Fisher stated there was no obligation to construct the pool since the funding was expensed to build the Splash Park as required under Amendment No. 1. In other words, the City is not obligated to build a pool on the proposed Skate Park location as a condition of Amendment No. 1. Additionally, the \$75,000 Placer County Parks and Recreation Mitigation Fees proposed for the Skate Park is the same funding source used to build the Splash Park.

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 Impacts:

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

Attachments

1. Resolution __-2019
2. Maintenance and Law Enforcement Comparisons for Pool vs. Skate Park
3. Noise Study and Maintenance Overview
4. Skate Park 500' Survey Ring Image
5. Auburn Aquatics Budget History

City of Colfax

City Council

Resolution No. __-2019

APPROVING LOCATING THE COLFAX SKATE PARK ADJACENT TO THE SPLASH PARK

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 23rd day of October 2019, by the following vote of the Council:

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

Joe Fatula, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2

Maintenance and Law Enforcement comparisons for Pool VS. Skate Park

The below information I gathered from two locations near Colfax. Both have a pool and a skatepark in their Park and Recreation District. I spoke with Mike Busse, Public Works Director of Operations for the City of Grass Valley and Kahl Muscott, District Administrator Auburn Area Recreation and Park District. Law Enforcement information was provided by Captain Steve Johnson - Grass Valley Police Department and Lt. Victor Pecoraro from the Auburn Police Department.

The red lettering is additional notes by me, black lettering is what information was sent to me.

Skatepark info:

Grass Valley Skatepark

Grass Valley SKATEPARK, based on one person at \$20 dollars and hour

- Approx. 5 hrs/week blowing out and removing trash \$100
- Approx. 2 hrs/week removing unauthorized/left behind equipment \$40
- Approx. 1 hr/week removing graffiti and stickers \$20
- Ongoing problems with vandalizing security fence, hard to keep up with repair or cost (Note: Their fence is a high fence making it harder to go over for after hour use, so people bend the metal fence open. My suggestion is a smaller 3-foot fence and camera system. Grass Valley has no cameras. The 3-foot fence, yes, it's easy to get over and no damage to cross, but it also provides a hard line or barrier that if crossed after hours gives us all the reason to write a citation for the violation. Camera system that is accessible at all hours with an IP address, can be monitored by not only law enforcement but concerned citizens can look at the camera system as well for extra eyes.)
- During winter, skatepark is often closed due to weather, snow removal and drain cleaning (weather permitting, the skatepark provides year-round recreation. The pool is seasonal and only open for swim team on off season and summers only)

Sergeant Conners,

Our skate park is in a fairly remote and wooded area of one of our parks (Colfax Skatepark is not even as remote as the Grass Valley location. To check on the park for Grass Valley PD, they must walk into the recreation park to get to the skatepark, the Colfax Park will be easily accessible by patrol unit and can be easily seen just driving by). In general, it has not been a significant draw on law enforcement resources. By in large, they police themselves at the skate park and trouble makers are excluded by other skaters.

Attachment 2

Here is a general list of law enforcement issues we have seen over the years at the location. If you would like more specifics, feel free to give me a call.

- Occasional calls for substance abuse – alcohol or marijuana use
- The occasional 647(f)
- The occasional fight – these have been very rare
- Occasional theft calls – usually from vehicles parked in the area, but again this has been rare
- Years ago, we had one 664/187 PC call where one guy hit another guy in the head with his skateboard and almost killed him

Our experience has been that the skate park has generated far fewer calls for service than we expected when it was first built. From Captain Johnson

Auburn Skatepark:

Per Park Director, the maintenance cost is very low. Usually they have a daily trash pickup. On occasion they must fix cracks or chips, but its very seldom, overall low maintenance cost. Kahl did say the noise disturbance complaints, was not caused by the park so much, but by the vehicles playing loud music in the parking lot. He said the noise complaints have dropped significantly. They closed the gate to the entrance of the parking lot for after hours. This has helped with the car music.

Per Auburn PD, they did a call study in 2017 for the Skatepark. They had 70 calls for service at the skatepark in one year.

SKATEPARK - 865 PACIFIC AVE	
11-46R Suicide	1
415P	1
594R	1
AAA	2
AMC	1
AREA	6
EXPAT	31
FOLLOW	3
H&S	1
LINFO	3
NOISE	8
PC	1
PROP	1
SAL Special Event	1
SC	2
SP	1
SS	1
VEH	2
W911	1
WARR	1
WELFAR	1
	70

Attachment 2

Abbreviations from top to bottom (**11-46R**: Suicide report, **415P**: Physical fight, **594R**: Vandalism report, **AAA**: Allied Agency Assist, **AMC**: Auburn Municipal Code, **AREA**: Area check, **EXPAT**: Extra Patrols (almost half of the calls was EXTRA, this is officer initiated of doing extra patrols in the area), **FOLLOW**: Follow up, **H&S**: Drugs, **LINFO**: Law Information, **NOISE**: noise (only 8 for the year), **PC**: Penal Code, **PROP**: Property, **SAL Special Event**, **SC**: Suspicious Circs, **SP**: Suspicious Person, **SS**: Suspicious Subject, **VEH**: Vehcile, **W911**: wireless 911, **WARR**: Warrant, **WELFAR**: Welfare Check.

Pool information:

For Auburn:

Please see attached report for Auburn Rec District for Pool costs. This was an aquatic 6-year study on cost. 2019 they lost \$116,000 going over budget, they take care of two pools meadow vista and Auburn, but they show the individual costs for both.

Grass Valley:

This is what I received from Grass Valley on maintenance and the chemicals they buy ever year. They did not have a breakdown like Auburn.

POOL

- Approx. 7 hrs/week general maintenance \$140
- Biannual 100 hrs/week maintenance with pool closed \$2000
- Approx. chemical useage per month
 - o 150 gals chlorine
 - o 25 gals muriatic acid
 - o 100 lbs sodium bicarbonate
 - o 50 lbs calcium chloride
 - o 10-15 lbs cyanuric acid
- Test kit for chemicals approx. \$250/year
- Approx. 6 man-hours/month for miscellaneous call-outs \$180
- Showers/restrooms cleaned by pool managers daily, and by City staff every other weekend during open swim (20 hrs/month)
- During this last year, we have spent approx. \$50,000 on new pool heaters

Depending on the event at the pool, Grass Valley also have to staff and fund 1 to 5 lifeguards.

Attachment 3**PUBLIC SKATEPARK DEVELOPMENT GUIDE**

Let's Get Started |

Contact Us

Home › Maintenance and Operations › Noise

Noise

No concern is more vocally expressed during public meetings about skatepark locations than noise. Residents that live on busy arterials or adjacent to train tracks often rally against proposed skateparks for fear that the noise will demolish their comfort and obliterate property values. In almost every case, once the skatepark is open, these fears go unrealized and those impassioned concerns evaporate.

In some cases skateparks can be noisy, but the definition of "noise" is unclear. They're noisy like playgrounds or other recreational attractions. From skateparks you hear people applauding good tricks and the clack of skateboards popping against the ground. What you don't hear is the kind of shrill, sustained cacophony that skatepark opponents imagine. Skatepark noise, according to every study conducted on the subject, consistently falls well below ordinary recreational standards and is completely appropriate for residential areas.

One of the earliest and most comprehensive skatepark noise studies was conducted by the City of Portland, Oregon in 2001. The chief noise officer for the Portland Sheriff's department concluded in a report that skateboarding noise was negligible at 50 feet but that sharp sounds from some tricks (like ollies) could reach 65 to 71 decibels; about the sound of a bat hitting a ball. Other tricks (like grinds) reach between 54 to 65 decibels. A skatepark is about as "noisy" as a playground.

For context, here are some other average decibel readings:

- 10: Threshold of good hearing
- 40: Household noise
- 50: Office noise
- 60: Conversational speech
- 65: Skatepark**
- 70: Normal street noise
- 85: Noisy restaurant
- 100: Passing truck
- 105: Snowblower
- 115: Football game
- 125: Chainsaw
- 130: Threshold of physical pain

Some unfortunate exceptions exist, and those are the result of decisions made early in the development process. Steel ramps are notoriously loud. The nature of their forms create a sort of drum so that every landing made on their surface reverberates through the structure. Only one skatepark manufacturer in the nation is currently marketing prefabricated steel skateparks, and evidence suggests that few communities are buying them. (The communities that are unwise enough to purchase them struggle with noise, rust, and a host of other problems.)

There are several approaches to noise mitigation. They are introduced to a skatepark project often as a way of appeasing concerned neighbors. Landscaping and earthworks are a terrific way of reducing fear of noise, and can provide additional benefits by beautifying the area surrounding the skatepark. Positioning the skatepark in such a way as to orient sound-reflecting walls away from nearby residents is another. A professional skatepark designer should be experienced in managing these types of concerns.

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- ↑ Maintenance and Operations
- Why Skate At Your Own Risk Matters
- Volunteer Stewardship
- Trash and Litter
- Traffic Policy
- Temporary Closures
- Supervision, Fees, and Waivers
- Special Events
- Skatepark Policy Review
- Skatepark Operations Overview
- Skate Classes
- Restrooms
- Problematic Policies
- Policy Overview
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- Limiting Hours of Operation
- Lights and Evening Use
- Inspections
- Inactivity or Crowding
- Helmet Policy
- Graffiti
- Designing for Policy
- Criminal Behavior
- Congratulations!
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PUBLIC SKATEPARK DEVELOPMENT GUIDE

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Maintenance Overview

Skateparks require attention to operate at peak performance. Trash must be removed, debris blown or swept clear, and cosmetic concerns addressed. Considering that skateparks are often a Parks Department's most popular facility, the maintenance demands on them are very low. Concrete skateparks are virtually indestructible and can bear thousands of hours of use without showing signs of wear.

Skateboarders are athletes that "train" for hours on end. The length of a session for the average core skateboarder is more than an hour a day, several days a week. With a majority of the local skateboarding activity concentrated at the skatepark, some maintenance will be required.

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Attachment 4

500' SURVEY RING IMAGE



Attachment 5

Aquatics 6 Year History

	Thru July 2019	18-'19	17-'18	16-'17	15-'16	14-'15	13-'14	High	Low	Median
Revenues										
Program Revenue										
Adult Aquatic Activities	6,941	8,446	9,182	10,919	10,940	9,450	8,063	10,940	8,063	9,500
Adult Aquatic Activities Placer Hills	-	1,428	1,568	720	1,160	2,375	1,375	2,375	720	1,438
Master Swim	2,912	4,280	5,690	4,670	3,893	5,493	4,985	5,690	3,893	4,835
Public Swim	33,766	32,082	34,389	38,695	31,458	30,518	34,521	38,695	30,518	33,611
Public Swim - Placer Hills Pool	3,760	3,585	3,032	4,397	3,967	3,292	4,174	4,397	3,292	3,741
Swim Lessons	28,093	26,369	26,708	25,905	27,978	25,763	23,738	28,093	23,738	26,077
Swim Lessons - Placer Hills Pool	9,598	8,407	9,148	7,672	10,423	9,035	8,963	10,423	7,672	8,941
Swim Team	14,187	27,074	24,438	27,914	24,576	26,429	31,246	27,914	24,438	26,946
Synchro Team	8,165	10,349	10,285	11,520	11,527	11,885	8,090	11,885	8,090	10,609
Misc Income				100	-	635	30	635	-	128
Total Program Revenues	107,422	122,020	124,440	132,512	125,922	124,875	125,185			
Rents & Concessions										
Sierra/Splash Pool Rental	9,163	9,968	9,163	5,131	9,753	12,196	1,000	12,196	1,000	7,869
Placer Hills Pool rental	1,851	1,833	2,661	1,191	966	1,991	2,305	2,305	966	1,825
Total Rents & Concessions	11,014	11,801	11,824	6,322	10,719	14,187	3,305			
Miscellaneous Revenue										
Miscellaneous Revenue		225	-	1,253	-	-	-	1,253	-	246
Total Misc Revenue	-	225	-	1,253	-	-	-			
Grants & Donations										
Donation Rev - Aquatics	-	1,907	-	-	-	-	-	1,907	-	318
	-	1,907	-	-	-	-	-			
Total Revenues	118,436	135,953	136,264	140,087	136,641	139,062	128,490			

Expenditures**Program Expenditures**

Attachment 5

	thru 7/19	18/19	17/18	16/17	15/16	14/15	13/14			
Instructors - Aquatics	824	1,881	3,135	2,607	2,186	4,173	3,379	4,173	1,881	2,894
Adult Aquatic Activities Exp.	689	690	2,159	792	1,782	1,939	2,147	2,159	690	1,585
Public Swim Expenses	2,756	2,217	2,536	2,639	2,078	1,874	2,714	2,714	1,874	2,343
Public Swim Expenses PH	441	426	414	405	415	391	385	426	385	406
Swim Lessons Expenses	32	326	-	-	-	-	15	326	-	57
Swim Team Expenses	218	2,804	1,334	475	1,333	2,672	1,540	2,804	475	1,693
Synchro Team Expenses	-	576	576	1,670	324	390	(817)	1,670	(817)	453
<hr/>										
TOTAL PROGRAM EXP.	4,960	8,920	10,154	8,588	8,118	11,439	9,363			
Operating Expenditures										
Telephone - Placer Hills Pool	237	999	929	211	216	186	184	999	184	454
Telephone - Aquatics	-	96	290	40	-	-	-	290	-	71
Office Supplies	-	-	32	-	-	33	32	33	-	16
Gas Milleage - Aquatics	-	-	85	171	6	101	159	171	-	87
Professional Services	274	-	244	-	-	295	220	295	-	127
Staff Appreciation- Aquatics	-	-	-	77	-	-	-	77	-	13
Staff Development- Aquatics	-	35	130	224	405	82	106	405	35	164
Safety Supplies - Aquatics	-	341	-	104	-	-	-	341	-	74
Small Equipment	-	808	-	1,550	-	2,858	-	2,858	-	869
Small Equipment - PH Pool	-	-	-	-	-	225	227	227	-	75
Uniform Exp	-	-	-	-	-	-	-	-	-	-
<hr/>										
TOTAL OPERATING EXP	511	2,279	1,710	2,377	627	3,780	928			
Utilities										
Gas/Electric - Sierra Pool	6,130	41,086	26,966	32,561	31,949	25,112	29,173	41,086	25,112	31,141
Gas/Electric - Placer Hills	1,048	8,991	6,425	6,577	7,512	5,375	5,905	8,991	5,375	6,798
Reimbursement - Gas/Electric	(10,565)	(11,229)	(14,560)	(9,393)	(9,317)	(8,821)	(11,329)	(8,821)	(14,560)	(10,775)
Water - Sierra Pool	817	4,529	3,366	3,682	3,903	3,016	4,123	4,529	3,366	3,770
Water - Placer Hills	85	197	242	351	207	210	403	403	197	268
Reimbursement - Water	(1,270)	(1,169)	(1,358)	(825)	(524)	(1,093)	(562)	(524)	(1,358)	(922)
<hr/>										
Total Utilities	(3,755)	42,405	21,081	32,953	33,730	23,799	27,713			
Bldg and Grounds Maintenance										
Maintenance - Sierra Pool	15,144	53,282	39,459	29,151	33,040	22,895	25,823	53,282	22,895	33,942
Reimbursement - Maintenance	(4,434)	(3,753)	(8,437)	(6,576)	(4,469)	(5,789)	(6,015)	(3,753)	(8,437)	(5,840)
Maintenance - Placer Hills pool	4,441	10,373	12,314	5,636	9,660	5,354	5,436	12,314	5,354	8,129

Attachment 5

		18/19	17/18	16/17	15/16	14/15	13/14
Total Bldg and Grounds Maintenance	15,151	59,902	43,336	28,211	38,231	22,460	25,244
Salaries/Wages Expenditures							
Wages - Aquatics Coordinator	10,774	18,278	16,601	16,566	18,504	15,392	15,693
Wages - Adult aquatics	3,396	2,173	7,494	2,893	4,020	2,460	2,533
Wages - Public Swim	35,699	56,599	54,657	51,001	45,833	46,072	38,133
Wages - Public Swim - PH Pool	5,095	6,009	6,443	6,530	5,781	6,772	6,181
Wages - Swim Lessons	4,806	10,202	8,439	7,633	6,270	6,635	5,295
Wages - Swim Lessons - PH Pool	2,325	2,633	3,158	2,241	2,836	1,785	2,215
Wages - Master Swim	2,101	5,209	6,491	3,165	2,900	2,885	2,956
Wages - Coaches (Swim Team)	4,980	8,595	9,192	7,804	7,796	6,271	6,374
Wages - Coaches (Synchro)	9,381	11,488	11,490	9,285	7,465	6,055	3,961
Total Salaries/Wages Expenditures	78,557	121,186	123,965	107,118	101,405	94,327	83,341
Benefits & Payroll Expenditures							
ER -Taxes	7,140	12,979	12,535	10,918	11,467	11,359	10,603
Employment Exp- Aquatics	1,440	1,928	1,824	2,397	1,184	1,761	2,489
Fingerprinting Exp- Aquatics	440	640	492	599	398	585	396
Calpers Exp.	2,200	2,598	2,286	2,402	2,649	2,490	2,624
Worker's Comp	1,708	2,728	2,110	1,395	2,438	2,176	1,419
Totals	12,928	20,873	19,247	17,711	18,136	18,371	17,531
Total Expenditures	108,352	255,565	219,493	196,958	200,247	174,176	164,120
Total Revenues	118,436	135,953	136,264	140,087	136,641	139,062	128,490
Total Expenditures	108,352	255,565	219,493	196,958	200,247	174,176	164,120
Net Gain (Loss)	10,084	(119,612)	(83,229)	(56,871)	(63,606)	(35,114)	(35,630)
	109%	53%	62%	71%	68%	80%	78%



Staff Report to City Council

FOR THE OCTOBER 23, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Chris J. Clardy, Community Services Director
Subject: Contract Award to Engineered Soil Repairs Inc. – Pond 3 Fissure

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$424,468.45	Fund(s): 566-95
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RECOMMENDED ACTION: Adopt Resolution __-2019 authorizing the City Manager to enter into a contract with Engineered Soil Repairs Inc. in an amount not to exceed \$424,468.45.

Summary/Background

In January 2017 wastewater treatment plant staff discovered that a portion of the southwesterly bank of pond 3 had failed. The events are outlined in the staff report of the August 9, 2017 regular City Council meeting. Resolution 33-2017 was adopted by City Council authorizing the City Manager to execute a professional services agreement with Holdrege & Kull for geotechnical engineering services.

At the March 21, 2018 regular City Council meeting, City Council adopted Resolution 17-2018 designating the City Manager as authorized agent to execute and file applications with the California Governor’s Office of Emergency Services for the purpose of obtaining federal financial assistance and/or state financial assistance.

During the term of the agreement with Holdrege & Kull the company became increasingly less responsive to staff and the project timeline. A decision was made to end the agreement with H&K, and in order to be compliant with federal requirements for funding the City re-advertised a RFQ for consultant services. City Council adopted Resolution 08-2019 authorizing the City Manager to enter into a consultant services agreement with Geocon Consultants, Inc.

In June 2019 the City, with guidance from Geocon, advertised a RFP for collaborative design-build services for the stabilization/repair of the Pond 3 embankment. The RFP request resulted in responsive proposals from Lorang Brothers Construction, GeoStabilization International, and Geopier Foundation Company/Engineered Soil Repairs Inc. The proposals where reviewed/scored, by a five member group, with GeoStabilization International (GSI) being rated the top firm.

After receiving GSI's cost proposal City Staff reviewed the proposal and requested a revised cost. After four weeks of review and negotiation of GeoStabilization International's cost proposal it was determined to be in the best interest of the City to move forward to Geopier Foundation Company/Engineered Soil Repairs Inc. (GFC/ESR), the next highest rated and responsive proposal.

GFC/ESR has submitted a proposal for an in-situ stabilization approach with an array of plate piles to the pond 3 embankment fill slope that will give the slope a safety factor of 1.5, up from a safety factor of less than 1. Factor of safety, defined as the ratio of the shear strength (or, alternatively, an equivalent measure of shear resistance or capacity) to the shear stress (or other equivalent measure) required for equilibrium. If the value of factor of safety is less than 1.0, the slope is unstable. Also included in the proposal are drainage improvements to the embankment bench top allowing storm water to properly drain and not seep into the ground behind the embankment. The proposed cost of the project is \$369,103.00 and has a timeline of eight weeks for completion.

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to enter into a contract with Engineered Soil Repairs Inc. for the stabilization/repair of the Wastewater Treatment Plants Pond 3 embankment in an amount not to exceed \$424,468.45 which includes a 15% contingency above the cost estimate.

FINANCIAL AND/OR POLICY IMPLICATIONS

Staff contacted the City insurance carrier Small Cities Organized Risk Effort Joint Powers Authority (SCORE) to file property damage claim for the Pond 3 Fissure incident. SCORE requested repair costs estimates to approve the property damage claim. The City contracted with H&K to develop a recommended remediation methodology and a cost estimate. SCORE has since approved the insurance claim and provided the City with a \$300,000 partial payment on the estimated cost, which includes FEMA disaster funds for repairs that are specific to preventative measures.

The cost of the Project is \$369,103.00 with a 15% contingency of \$55,365.45 for a total of \$424,468.45 from fund 566-95

ATTACHMENTS:

1. Resolution __-2019
2. Contract

City of Colfax

City Council

Resolution No. __-2019

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
ENGINEERED SOIL REPAIRS INC. IN AN AMOUNT NOT TO EXCEED \$424,468.45**

WHEREAS, the Pond 3 embankment failed in January 2017 due to heavy rain events; and,

WHEREAS, the City Council of the City of Colfax adopted resolution 33-2017 authorizing the City Manager to execute a professional services agreement with Holdrege and Kull; and,

WHEREAS, the City Council of the City of Colfax adopted resolution 17-2018 designating the City Manager as the authorized agent to execute and file applications with the California Governor's Office of Emergency Services; and,

WHEREAS, Staff contacted the City insurance carrier Small Cities Organized Risk Effort Joint Powers Authority (SCORE) to file property damage claim for the Pond 3 Fissure incident and SCORE has since approved the insurance claim and provided the City with a \$300,000 partial payment on the estimated cost, which includes FEMA disaster funds for repairs that are specific to preventative measures; and,

WHEREAS, the City Council of the City of Colfax adopted resolution 08-2019 authorizing the City Manager to enter into a consultant services agreement with Geocon Consultants Inc.; and,

WHEREAS, the City advertised an RFP for collaborative design-build services and had three responsive proposals in which GeoStabilization International was the highest rated and Geopier Foundation Company/Engineered Soil Repairs Inc. second highest; and,

WHEREAS, the City could not come to terms with GeoStabilization International and requested a proposal from Geopier Foundation Company/Engineered Soil Repairs Inc.; and,

WHEREAS, Staff recommends the City Council authorize the City Manager to enter into a contract with Engineered Soil Repairs Inc. for the stabilization/repair of the Wastewater Treatment Plants Pond 3 embankment in an amount not to exceed \$424,468.45 which includes a 15% contingency above the cost estimate; and,

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a contract with Engineered Soil Repairs Inc. in an amount not to exceed \$424,468.45.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 9th day of October 2019 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Joe Fatula, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this 24th day of October, 2019 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and Engineered Soil Repairs 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 2

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.

Attachment 2

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

Attachment 2

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, 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 2**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 2

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 2

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.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the

Attachment 2

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
Colfax, CA 95713

Attachment 2

If to Contractor:

Engineered Soil Repairs Inc.
1267 Springbrook Road
Walnut Creek, CA 94597

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_____

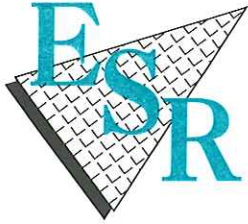
Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney

Exhibit A

ENGINEERED SOIL REPAIRS, INC.

FOUNDATIONS • DRAINAGE • RETAINING WALLS • SLIDE REPAIRS

October 2, 2019

Mr. Adam Killinger, PE, GE
Geopier Foundation Company
2499 Hillsdale Road
Meadow Vista, CA 95722

RE: SRT Project No: SNC-31
Colfax Water Treatment Plant
Pond 3 Embankment Slope
Colfax, CA

Dear Mr. Killinger:

In accordance with your request, we have prepared an updated proposal to install plate piles to stabilize the western embankment slope of Pond 3 where a slide occurred for the Colfax Water Treatment Facility at the above-referenced address. This proposal has been updated to reflect our phone discussions with Mr. Chris Clardy last week. These discussions concentrated on the means and methods that ESR would employ in completing the work considering the time of the year and the approaching 2019/2020 winter storm season. Specifically,

- The plate pile installation will progress in three principal phases. The first phase will be filling the tension crack in the soil above the pond with bentonite and installing the plate piles for half the embankment slope starting above the water level (seventh row of plate piles) in the retention pond.
- The second phase would be the bottom 6 rows of the plate piles once the water level has been drawn down the 2-million-gallon water elevation level. The start of the second phase could temporarily interrupt the first or third phase since the second phase is the critical path of the project.
- The third phase will be the plate pile installation for the second half of embankment slope.
- The section of the liner impacted by each phase will be cut and rolled up above the fence. Prior to any rains, this section of liner would be rolled back down and sealed to the in-place liner with waterproof tape. The liner would be rolled back up with the return of dry weather and restarting of the work.

1267 Springbrook Road
Walnut Creek, CA 94597
customerservices@esrweb.com

CA State License #668184
NV State License #0072897
www.esrweb.com

(925) 210-2150
FAX (925) 210-2158

Exhibit A

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- ESR will work Saturdays given considering the time of the year and the approaching 2019/2020 winter storm season.
- Where the new drainage improvements are installed control density fill will be placed if the excavated soil is too wet for placement.

These plate piles will be installed to stabilize in place the section of the western embankment slope of Pond 3 where the slide occurred. A 10-year performance warranty is included with the installation of this work. Based on my examination of the property, discussions with you and review of the provided documents by email, we have prepared a proposal to do the following work.

A section of the pond embankment slope for Pond 3 has experienced a slope failure. This failure occurred during the 2016 - 2017 winter storm season. The approximate location of the failure is shown in Figure 2 of the Geocon Consultants, Inc. report, dated March 31, 2019. The failure of the slope is evidenced by a series of long linear tension cracks in the access maintenance bench at the top of the pond embankment slope. During our inspection of the project, we noticed a slight vertical offset was present in some of these tension cracks. At the present time, there has not been a collapse/rotation slip failure of the pond embankment fill slope or run out of the slide materials. The factor of safety against slide of the embankment slope is assumed to be at or near 1.0.

The repair approach will be an in-situ stabilization of the pond embankment fill slope. Our approach is to utilize an array of plate piles to stabilize the pond embankment fill slope in place. The advantage of the plate piles over the soil nails is that upon installation of the piles there is an immediate benefit of an increased factor of safety against sliding. For soil nails this benefit is not realized until after the concrete/grout has achieved its design strength. The installation of the plate piles will start from the bottom of the embankment and progress up the embankment slope. The installed plate piles will help support the weight of the excavator as the installation progresses up the pond embankment slope.

The pond embankment fill soils will be stabilized in place with an array of 650 plate piles. These plate piles will be installed in a gridwork pattern of staggered rows. The horizontal spacing of the plate piles within the row will be 4 feet on center and transverse spacing of the rows (as measured horizontally) will be 8 feet on center. It is the soil arching between the array of plate piles that provides for the ground improvement and increased the factor of safety against sliding of the pond embankment fill soils. Prior to installation, the location of the individual piles will be carefully laid out. A total station will be utilized to determine the elevation and layout the plate pile row locations. The pile locations within the rows will be laid out with a tape measure.

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The plate piles will consist of a S3x5.7 beam and a ¼-inch thick by 12-inch wide by 48-inch long plate. This plate will be stitch welded to the S-beam. The plate will be located 6 inches below the top of the pile. The design plate pile length is 13.25 feet and will be anchored (socketed) into the underlying metasedimentary rock (metagraywacke) bedrock materials. The plate piles will be fabricated to a length of 14.75 feet to allow for deeper embedment if the depth to bedrock is deeper than what was assumed.

Due to the hardness of the bedrock materials, pilot holes will be pre-drilled before the installation of the plate pile to ensure the piles will reach the minimum embedment depth of 13.75 feet as measured from finished grade. The total depth to bedrock of each pilot hole will be documented. The benefits of the pilot hole drilling are to determine the necessary pile length prior to installation and to ensure the required pile depth will be readily achieved without delays due to difficult driving. After the installation of the plate piles any remaining void from the pilot hole will be filled with lean grout.

The installation of the piles will be done as noted in the bullet points of the first two pages of this proposal. This approach will allow the plate piles to help support the weight of the excavator as the plate pile installation advances up the pond embankment slope. A digital smart level will be utilized to ensure the pilot holes and plate piles are installed at the correct inclination. The inclination of each plate pile will be documented. Initially the piles will be pushed into a pilot hole that has been drilled into the ground. Once resistance has been encountered a hammer attached to the excavator will drive the pile to its final depth.

The top of the plate pile will be embedded at least 6 inches below the finished grade. After the completion of the installation of the plate piles the slope will be track walked (up/down direction) to compact the surficial soils above the plate piles and provide a smooth and uniform slope prior to the re-installation of the HDPE pond liner. The 6-inch minimum embedment depth of the top of the pile and the compaction of the surficial soils will ensure the top of the pile will not damage and/or puncture the HDPE pond liner when and after it has been re-installed.

Specifically, we propose to do the following work:

PLATE PILE FABRICATION:

1. Order the beams and the plate materials from the mill and have it delivered to our yard in Walnut Creek.
2. Cut the beams and plates to size. The beams and plates will be cut with a torch. Based on the pile and plate dimensions, there will be little to no wasted material.
3. Align the plate to be 6 inches down from the top of the pile and weld the plates to the piles to fabricate the 650 plate piles.

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MOBILIZATION AND SITE PREPARTION WORK:

1. Deliver the manufactured plate piles to the work site for installation to stabilize the portion of the western pond embankment slope in question.
2. Access to the slide area will be along the access maintenance bench at the top of the embankment slope.
3. Dismantle and remove the fence along the top of the slope embankment as required for equipment access.
4. Cut and roll up the existing HDPE liner in sections as noted in the bullet points of the first two pages of this proposal. The liner will be removed starting from the bottom of the pond.
5. Dismantle and remove the effluent piping system that is located within the limits of where the pond embankment is to be repaired for its associated phase.

PLATE PILE INSTALLATION:

1. Use a total station to layout and mark the location where the rows of plate piles are to be installed for the western embankment of Pond 3. The piles will be laid out in a grid work of staggered rows. The horizontal spacing of the plate piles (within the rows) will be 4 feet on center. The transverse row spacing as measured horizontally will be 8 feet on center.
2. Due to the hardness of the underlying metasedimentary rock (metagraywacke), pre-drill the holes to ensure the plate pile will reach the full embedment depth.
3. Use a large track mounted excavator to install 650 plate piles at the marked locations. The plate piles will be driven into the ground until the top of the plate pile is 6 inches below the ground surface of the embankment slope.
4. Smooth out and track walk the hillside slope where the plate piles have been installed to compact any loose surficial soils.
5. Backfill the tension cracks that are in the 15-foot wide bench at the top of the embankment slope with bentonite soil mixture.

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DRAINAGE IMPROVEMENTS AND SITE RESTORATION:

1. Install the new catch basin and outlet within the stabilized repaired area per the Grading and Repair Plan (Exhibit 4 of the RFP).
2. Regrade the top of the bench at the top of the embankment per the *Grading and Repair Plan* (Exhibit 4 of the RFP).
3. Re-install the rolled sections of the HDPE liner.
4. Re-install the fence where it was removed.
5. Re-install the effluent piping system that was removed.
6. Place and compact the aggregate base surfacing on the access bench at the top of the embankment slope per the *Grading and Repair Plan* (Exhibit 4 of the RFP).
7. Dispose of any construction related debris and clean up the work areas.

PROJECT CLOSEOUT AND FINAL DOCUMENTATION:

1. Address any punch list items identified by the City of Colfax.
2. Prepare and submit a final affidavit report summarizing the services performed and provide a statement of compliance with the approved project design.
3. Provide the details of the 10-year performance warranty associated with the work.

Lump Sum Bid

We will provide all material, labor and equipment to do this work for the lump sum bid of \$369,103.00. The bid amounts above include engineering, drawing and permit fees. The bid amount above does not include costs associated with modification of our standard insurance certificate. Should you require special conditions such as additional insured endorsement, there will be an additional charge at cost.

Closure

Our evaluation has been completed in accordance with our interpretation of the "Standard of Practice" for the industry. Our recommendations have been made based on the conditions we have observed, and only enough information has been presented to give you a clear understanding as to our interpretation of the problem and how we propose to correct it. Since it is only a bid proposal and does not contain any engineering details, it

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should not be used by other contractors for bidding or construction purposes. Any use by other contractors is at their sole risk.

This repair proposal is made for your acceptance within 90 days of the proposal date, unless withdrawn by ESR at a sooner date. If you wish to proceed with the work, please sign and date below, as well as the Standard Terms and Conditions pages. Return the signed/dated documents back to us in the enclosed envelope.

If you have any questions concerning this proposal, please contact us.

Sincerely,



Steven O'Connor
Principal Engineer

SOC/wh/mo

Enclosures: Standard Terms and Conditions
Notice to Owner
Notice of Right to Cancel

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APPROVED:

Contract (including Proposal, Standard Terms and Conditions, Notice to Owner and Notice of Right to Cancel) acknowledged, read and accepted by owner or their authorized agent. Upon authorization by the signatures below, it will constitute a complete and binding agreement between the parties.

Install the 650 Plate Piles
to Stabilize In-Place the
Slide Portion of the Western
Embankment Slope of Pond 3
(\$369,103.00)

(Signature)

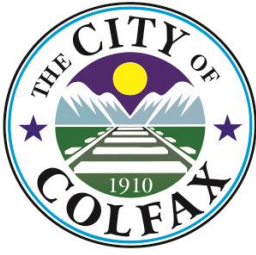
DATE: _____

Preferred Telephone Number (Required)

Alternate Telephone Number

Email Address





Staff Report to City Council

FOR THE OCTOBER 23, 2019 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Jaclyn Collier, City Clerk
Subject: City Council Regular Session Meeting Time Change

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Provide staff direction as to future meeting times.

Summary/Background

At the July 24, 2019 City Council meeting, Council voted to change the Regular Session meeting time from 7:00 PM to 6:00 PM. Council requested a review of the action in three months to discuss whether or not the time change is beneficial. As per Council's request, staff is asking for direction as to future meeting times and whether or not to continue the 6:00 PM meeting time or to revert back to the 7:00 PM time.