

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

June 26, 2024

Regular Session 6:00 PM

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

ZOOM at

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

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

849 6857 0574

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

View Only on Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713.

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

1 **CLOSED SESSION (None)**

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.

2E. Statement of Conflict of Interest

3 **CONSENT CALENDAR**

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

Recommended Action: Approve Consent Calendar

3A. Minutes Pages 4-5

Recommended Action: By Motion, approve the Colfax City Council minutes of 6/5/2024



- 3B. **Minutes** Pages 6-12
Recommended Action: By Motion, approve the Colfax City Council minutes of 6/12/2024.
- 3C. **Fiscal Year 2024-2025 Rate Adjustments** Pages 13-17
Recommended Action: Informational Only.
- 3D. **Cash Summary – May 2024** Pages 18-25
Recommended Action: Accept and File.
- 3E. **Quarterly Sales Tax Analysis – Quarter Ended March 31, 2024** Pages 26-28
Recommended Action: Accept and File.
- 3F. **Short-Term Rental Ordinance** Pages 29-36
Recommended Action: Conduct a second reading and adopt the attached Ordinance amending the City of Colfax Municipal Code 14.123, to authorize and regulate Short-Term Rentals within the city, to be effective 30 days after adoption.
- 3G. **MU-1 Zoning Code Amendment, Ground Floor Retail Ordinance** Pages 40-18
Recommended Action: Conduct a second reading and adopt the attached Ordinance amending the City of Colfax Municipal Code 14.74.020, allowing ground floor uses in the MU-1 zoning district, to be effective 30 days after adoption.
- 3H. **Six-Month Extension of Agreement with Bureau Veritas North America** Pages 49-67
Recommended Action: Adopt Resolution __-2024 authorizing the City Manager to execute a six-month extension with Bureau Veritas North America to provide plan review, code enforcement, inspection and permit technician services.
- 3I. **Management Advisory Services LLC (MAS) Agreement for Planning Services** Pages 68-73
Recommended Action: Adopt Resolution __-2024, authorizing the City Manager to execute a two-year agreement. This agreement will address the day-to-day planning needs of the City.

*** End of Consent Calendar ***

4 **AGENCY REPORTS**

- 4A. **Placer County Sheriff’s Office**
- 4B. **California Highway Patrol**
- 4C. **Placer County Fire Department/CALFIRE**
- 4D. **Non-Profits**

5 **PRESENTATION**

- 5A. **Placer County Mosquito Vector Update** Pages 74-87
Presented By Meagan Luevano, Public Information Officer

6 **PUBLIC HEARING (NONE)**



7 PUBLIC COMMENT

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

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 (NONE)

10 GOOD OF THE ORDER

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

10A. Public Comment on Good of the Order

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

11 ADJOURNMENT

I, Amanda Ahre, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at

<http://colfax-ca.gov/>



Amanda Ahre, City Clerk

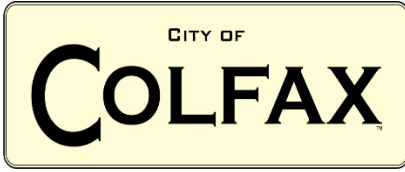
Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered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

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



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

June 26, 2024



City Council Minutes

Special Meeting of Colfax City Council

Wednesday, June 5, 2024

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

OPEN SESSION

1.
 - 1A. **Call Open Session to Order** – Mayor Douglass called the Open Session to order at 2:03 p.m.
 - 1B. **Pledge of Allegiance** - Lorie Adams lead the Pledge of Allegiance
 - 1C. **Roll Call**

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

PUBLIC COMMENT

Harry Anderson spoke in support of the 3rd of July event, and wanted it known that despite rumors, the vender fees are the exact same as they were last year.

2. **Workshop Session** – Public Hearing in accordance with the CDBG requirements, review 2024 CDBG Funding opportunities and direct staff to begin engineering and prepare for the 2024 CDBG Application submittal anticipated in August 2024.

City Manager Walker introduced Lorie Adams and Beth Dodd from Adams Ashby Group.

Lorie Adams did a brief presentation about the 2024 CDBG Grant.

Councilmember Hillberg requested clarification regarding the OTC Project application process, and the best way to assure that the City’s application is approved.

Councilmember McCully asked for clarification on each type of application's maximum funding amounts.

City Manager Walker discussed using the new CDBG grant money to repave Canyon Way.

Lorie Adams is recommending an OTC Grant for road improvements.

Councilmember Hillberg would like to see future CDBG applications for grant money for Community Center improvements.

Councilmember McCully would like to see infrastructure repaired, and possibly have the Community Center start working toward showing need in order to be able to apply for future CDBG grant application funding.

Harry Anderson asked for clarification on the application process.

Councilmember McCully asked for clarification the skatepark could possibly qualify for any grant money.

11

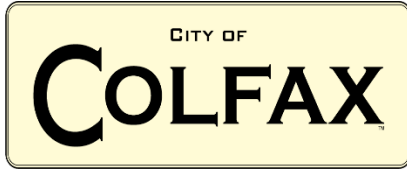
ADJOURNMENT

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 6:59 p.m. Respectfully submitted to City Council this 26th day of June 2024.



Amanda Ahre, City Clerk

City Council Minutes



Regular Meeting of Colfax City Council

Wednesday, June 12, 2024

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

2

OPEN SESSION

2A. Call Open Session to Order – Mayor Douglass called the Open Session to order at 6:02 p.m.

2B. Pledge of Allegiance – Will Stockwin lead the Pledge of Allegiance

2C. Roll Call

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

Absent:

2D. Approval of Agenda Order

MOTION Councilmember Burruss, seconded by Councilmember McCully, and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

2E. Statement of Conflict of Interest – No conflicts were identified by the Council or the public.

3

CONSENT CALENDAR

3A. Minutes

Recommended Action: By Motion, approve the Colfax City Council minutes of 6/5/2024

3B. Minutes

Recommended Action: By Motion, approve the Colfax City Council minutes of 6/12/2024

3C. Annual Appropriation Limits

Recommended Action: Adopt Resolution 28-2024 certifying compliance with the fiscal Year 2023-2024 Appropriation Limitation and Establishing the Appropriation Limitation for the Fiscal Year 2024-2025.

3D. 2024 Local Agency Biennial Notice

Recommended Action: Adopt and file.

3E. Workplace Violence Prevention Policy

Recommended Action: Adopt Resolution 29-2024 approving the revised Workplace Violence Prevention Policy as part of the City of Colfax Employee Handbook

3F. Construction Management Contract Amendment with Psomas

Recommended Action: Adopt Resolution 30-2024 authorizing an amendment to the existing contract with Psomas for Construction Management and Inspection for the SWRCB Construction Grant project for \$866,130 for a \$53,870 contingency for a total not to exceed amount of \$920,000

MOTION made by Councilmember Burruss, Seconded by Councilmember McCully and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

4 Agency Reports

4A. Placer County Sheriff’s – Deputy Tanaromi introduced David Sanborn the newest deputy assigned to Colfax. He also reported on the number of incidents within the City.

Councilmember McCully questioned how many traffic stops in town resulted in a citation.

Councilmember Hillberg is concerned with people speeding through downtown.

Will Stowckwin feels tickets are very educational.

Harry Anderson has concerns about the three-way stop at Canyon and Siems.

Sherry Peterson would like downtown to be safer for the kids on bikes, scooters, and skateboards.

4B. CHP – Officer Lyman reported on CHP citations and arrests and vehicle accidents.

4C. Placer County Fire/CALFIRE – Chief Counts reported on their May statistics, planning for the “Big Boy” and 3rd of July events, and the testing and painting of the fire hydrants.

4D. Non-Profits –

Andrea with Colfax Green Machine updated on Green Machine Events, Jr. Falcons Summer camps for conditioning with the High School Varsity Players, Colfax Falcons football will have a kickoff fundraiser in August, the need of new skis for the Nordic Ski team, and she shared a video the Colfax High School students put together on the future skate park.

Will Stockwin (Board of Placer Mosquito and Vector Control) reported on the grasshopper infestation that is happening and gave the contact information to the Ag Commissioner.

Amanda with the Colfax Area Chamber of Commerce reported on the event they are planning for the “Big Boy” event in front of the chamber.

5 **PRESENTATION (None)**

6 **PUBLIC HEARING**

6A. **Delinquent Sewer Service Charges and Refuse Collection Fees**

Recommended Action: Conduct a public hearing to consider public and staff comments and adopt separate Resolutions 31-2024 and 32-2024 requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2024-2025.

Administrative Services Officer Shanna Stahl introduced this item.

No public comment.

Councilmember Burruss questioned when this item can be brought back to the Council to make this item be a part of the tax rolls permanently.

MOTION made by Councilmember Burruss, Seconded by Councilmember McCully and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

7 **PUBLIC COMMENT**

Harry Anderson presented the flyer for the 3rd of July, thanked Cal Fire for putting up the banner across Grass Valley St, and commented on last year’s 3rd of July event.

Nick Dion commented on the 3rd of July.

A resident who lives on W Oak St expressed frustration over no warning that his street was going to be closed today.

Sherry Peterson is hoping that the skatepark will be user friendly for all users, feels that sewer costs to small businesses are hurting the businesses.

Jane Gallagher via e-mail asked about recreation funds to make repairs to the Sierra Vista Community Center, if CDBG funds could be applied to cover future upkeep fees of the Sierra Vista Community Center and would like to see a functioning year-round recreational center for all ages to use, rather than a skateboard park.

Councilmember Burruss explained why the City can not apply for grants on behalf of Sierra Vista Community Center.

Andrea, President of Sierra Vista Community Center (as of July 1st, 2024) spoke of grants that have been applied for by Sierra Vista Community Center.

8 COUNCIL AND STAFF

8A. Committee Reports and Colfax Informational Items – All Councilmembers.

Mayor Pro Tem Lomen had nothing to report.

Councilmember Hillberg attended Coffee and Conversation.

Councilmember McCully had nothing to report.

Councilmember Burruss had nothing to report.

Mayor Douglass attended Coffee and Conversation, and spoke on the City Budget meeting.

8B. City Operations Update – City Manager

Will be attending a leadership retreat with the Mayor sponsored by PCWA, roads have been getting graded, RFPs will be advertised for Financial Director and Senior Building Inspector.

9 COUNCIL BUSINESS

9A. Proposed Budget – Fiscal years 2024-2025 and 2025-2026

Recommended Action: Adopt Resolution 33-2024 Adopting Annual Operating Budget for Fiscal Years 2024-2025 and 2025-2026

City Manager Walker introduced this item.

MOTION made by Councilmember McCully, Seconded by Councilmember Hillberg and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

Councilmember Hillberg recused himself from this item and left the Dias.

9B. Agreement Between the City of Colfax and the County of Placer for the Construction of a Skatepark Feature at Lion's Park

Recommended Action: Adopt Resolution 34-2024 authorizing the City Manager to execute an agreement with Placer County for funding to build a skate park.

Jeff Wheeler spoke in favor of the skatepark.

Madden spoke of riding his scooter downtown daily and would like to see the skatepark built so he can have a safe place to ride his scooter.

Sailor spoke about wanting a skatepark close to home because both of his parents work and he wouldn't have to try to get a ride to one out of town.

Nick Dion feels that the entire community would benefit from the skatepark.

Jim Dion complimented the kids in town who ride their bikes, scooters, and skateboards on being respectful, and that he would like to see a place for the kids to be able to use in a safe way.

Ashleigh Boone commented via Zoom in favor of the skatepark.

Larry Hillberg expressed concerns that the skatepark started small with no city funds now there is city involvement and the cost of the project has expanded. He expressed concern over the budget of the skatepark, security, and safety. He would like to know who's project this is. City? Green Machine? He is requesting more transparency for the residents of Colfax.

City Attorney Cabral clarified that this item is not approving a skatepark, just agreeing to approve the agreement with Placer County, and the City will not be responsible for the skatepark until the Green Machine offers the skatepark to the City, and the City accepts the project.

McCully stated that a design change is being done, and the Council will have choices once that is complete.

Councilmember Burruss stated that this is simply an opportunity to accept grant funds only if the project goes forward and the City accepts the project.

Mayor Pro Tem met with the design team and the skatepark design change will be targeted toward beginners and intermediate users.

Councilmember McCully feels the design team has good ideas to make the skatepark user friendly for everyone.

MOTION made by Councilmember Burruss, Seconded by Mayor Pro Tem Lomen and approved by the following vote:

AYES: Burruss, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT: Hillberg

Councilmember Hillberg rejoined the meeting.

Council took a recess at 7:10pm

Council reconvened at 7:23pm

Mayor Douglass reopened Public Comment so that Lisa Green from Festivals-of-Cali-805 could comment.

Lisa Green commented her excitement to keel the 3rd of July event going, clarified vendor prices, and thanked the City for the opportunity to take over this event.

9C. City Attorney Recruitment AD Hoc Committee Assignment

Recommended Action: Discuss and Appoint an Ad HOC Committee for the purpose of retaining a City Attorney.

City Manager Walker introduced this item.

Tim Ryan praised Mick and the knowledge he has provided to the city, and suggested that Mick be a part of the Committee as well.

Mayor Pro Tem Lomen volunteered for this committee.

Councilmember Hillberg excused himself from this assignment.

Councilmember Burruss volunteered for this committee.

MOTION made by Councilmember McCully, Seconded by Councilmember Hillberg and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

9D. November 5, 2024 Election

Recommended Action: Adopt Resolution 35-2024 (1) calling and giving notice of a general municipal election to be held on Tuesday, November 5, 2024, requesting consolidation of that election with the statewide general election and requesting services from the Placer County Clerk with respect to that election; and (2) Notice of City Officer Elections

City Attorney Cabral presented this item and noted added wording to the Resolution stating that the City will not have any measures on the ballot this year.

MOTION made by Councilmember Burruss, Seconded by Mayor Pro Tem Lomen and approved by the following vote:

AYES: Burruss, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT: Hillberg

9E. Public Hearing to Review Potential Projects for 2024 Community Development Block Grant Program – Council Directive

Recommended Action: Review public meeting information in accordance with the CDBG requirements, review 2024 CDBG Funding opportunities and direct staff to begin engineering and prepare for the 2024 CDBG Application submittal anticipated in August 2024

City Manager Walker presented this event, recommending to apply for street improvements for Canyon way.

Councilmember Hillberg would like to see future CDBG grant money go to something other than roads.

Councilmember Burruss would like to see a better long-term road maintenance program for the City Council’s direction to staff, is to begin engineering for Canyon way.

9F. “Big Boy” Whistle Stop Event Funding Request

Recommended Action: Discuss and Adopt Resolution 36-2024 approving the Colfax Area Chamber of Commerce request of \$2,000 for the “Big Boy” Whistle Stop Event.

City Manager Walker introduced this item.

Councilmember asked for clarification if this would be a non-profit donation, or an event.

MOTION made by Councilmember Burruss, Seconded by Councilmember McCully and approved by the following vote:

AYES: Burruss, Hillberg, Lomen, McCully, Douglass

NOES:

ABSTAIN:

ABSENT:

10 GOOD OF THE ORDER

Mayor Pro Tem Lomen is excited for new skatepark design.

Councilmember Hillberg would like to see a future partnership between the Sierra Vista Community Center and the City.

Councilmember McCully talked about the spaghetti feed fundraiser at Sierra Market for the 3rd of July event, Lion’s Club fashion show, and the Colfax Area Chamber of Commerce hosting a fire workshop.

Councilmember Burruss reminded citizens to re-sign up next month for PCWA auto-pay, and discussed the Brown Act and social media posting.

Mayor Douglass talked about the upcoming car show and art walk.

10A. Public Comment on Good of the Order

No public comment on Good of the Order.

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Douglass adjourned the meeting, by motion and without objection at 7:43 p.m. Respectfully submitted to City Council this 12th day of June 2024.

Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE JUNE 26, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Fiscal Year 2024-2025 Rate Adjustments

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Information Only.

Summary/Background

Effective July 1, 2024, the City will be implementing annual rate adjustments for the following categories:

1. Sewer Impact Fees
2. Monthly Sewer Rates
3. CalPERS retirement Employer and Employee contribution rates
4. City employee salary adjustments

Sewer Impact Fees

New connections to the City of Colfax sewer system are assessed a sewer impact fee (connection fee) in accordance with Municipal Code Chapter 13.08. The Code stipulates that the sewer impact fee shall be adjusted on July 1st of each year by the City Engineer by a percentage equal to the annual percentage of increase or decrease in the San Francisco Bay Area construction cost index, as published in the May Engineering News-Record (ENR) or equivalent ENR data.

The City has received the May 2024 ENR data from GHD and the construction cost index is reported at a 1.1% increase. The City is applying the increase to calculate the fiscal year 2024-2025 sewer impact fee as reflected in the chart below. Effective July 1, 2024, the sewer impact fee will be adjusted to \$11,430 per Equivalent Dwelling Unit (EDU).

Fiscal Year	Previous	ENR%	New Rate*
2020-2021	\$8,950	3.90%	\$9,300
2021-2022	\$9,300	4.70%	\$9,740
2022-2023	\$9,740	14.2%	\$11,120
2023-2024	\$11,120	1.75%	\$11,310
2024-2025	\$11,310	1.10%	\$11,430

**Rounded to the nearest ten dollars for simplicity.*

Monthly Sewer Rates

In May of 2024, the City Council, after due notice, public hearing, and protests heard and received in an open and public meeting adopted and approved the City of Colfax Wastewater Rate Study prepared by Hansford Economic Consulting LLC (HEC) relating to the Sewer Service Charges for Fiscal Years 2024-2025 through 2028-2029. The City Council adopted a maximum of 3% increase to be reviewed and adjusted on an annual basis through the fiscal year 2028-2029. The Sewer Service Charges for fiscal year 2024-2025 were adopted by Resolution 26-2024 and are reflected below. The monthly sewer rate per Equivalent Dwelling Unit (EDU) will be adjusted by 2% to \$145.93 monthly (\$293.86 bi-monthly billing) effective July 1, 2024.

# EDU's	Current Monthly Rate	Adopted Monthly Rate Fiscal Year 2024/2025
1.00	\$ 143.07	\$ 145.93
1.20	\$ 171.68	\$ 175.12
1.30	\$ 185.99	\$ 189.71
1.40	\$ 200.29	\$ 204.30
1.50	\$ 214.60	\$ 218.90
1.60	\$ 228.91	\$ 233.49
1.70	\$ 243.22	\$ 248.08
1.80	\$ 257.52	\$ 262.68
1.90	\$ 271.83	\$ 277.27
2.00	\$ 286.14	\$ 291.86
2.10	\$ 300.44	\$ 306.46
2.20	\$ 314.75	\$ 321.05
2.30	\$ 329.06	\$ 335.64
2.40	\$ 343.36	\$ 350.24
2.50	\$ 357.67	\$ 364.83
2.60	\$ 371.98	\$ 379.42

California Public Employee's Retirement System (CalPERS) Retirement

The CalPERS Actuarial Office provides an annual valuation report each year which contains specific information for the City retirement plans including the development of the current and projected employer and employee contributions. The required normal payroll contributions for the fiscal year 2024-2025 are reflected in the following chart.

Fiscal Year	Classic Employees		PEPRA Employees	
	Employer %	Employee %	Employer %	Employee %
2023-2024	10.68%	7.00%	7.68%	7.75%
2024-2025	10.71%	7.00%	7.87%	7.75%

Salary Schedules

In accordance with the Memorandum of Understanding between the City of Colfax and I.U.O.E Stationary Engineers, Local 39 (Union), a cost-of-living adjustment (COLA) is due effective July 1, 2024. The COLA is based on an average of the Consumer Price Index (CPI) for San Francisco- Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers. The average CPI for the fiscal year 2023-2024 COLA calculation is 3.67% and will be applied accordingly. Consistent with previous years and the adopted operating budget, the City will apply this increase to both represented and non-represented employees' salary schedules. The salary schedules for the fiscal year 2024-2025 are attached to this report.

City of Colfax - Salary Range Schedule FY2024/2025
 Represented Employees
 Effective 7/1/24

CPI Increase 07/01/2024: 3.67%

		Step										
		1	2	3	4	5	6	7	8	9	10	11
Clerk Typist	Monthly	\$ 2,918.24	\$ 2,993.71	\$ 3,069.18	\$ 3,148.25	\$ 3,229.11	\$ 3,309.98	\$ 3,394.43	\$ 3,480.69	\$ 3,568.74	\$ 3,658.58	\$ 3,750.23
	Hourly	\$ 16.84	\$ 17.27	\$ 17.71	\$ 18.16	\$ 18.63	\$ 19.10	\$ 19.58	\$ 20.08	\$ 20.59	\$ 21.11	\$ 21.64
	Annual	\$ 35,018.90	\$ 35,924.56	\$ 36,830.22	\$ 37,779.01	\$ 38,749.36	\$ 39,719.71	\$ 40,733.19	\$ 41,768.23	\$ 42,824.83	\$ 43,903.00	\$ 45,002.73
Lead Mechanic	Monthly	\$ 4,948.79	\$ 5,074.58	\$ 5,202.16	\$ 5,333.34	\$ 5,466.31	\$ 5,604.68	\$ 5,744.84	\$ 5,890.39	\$ 6,037.74	\$ 6,188.68	\$ 6,343.22
	Hourly	\$ 28.55	\$ 29.28	\$ 30.01	\$ 30.77	\$ 31.54	\$ 32.33	\$ 33.14	\$ 33.98	\$ 34.83	\$ 35.70	\$ 36.60
	Annual	\$ 59,385.49	\$ 60,894.93	\$ 62,425.93	\$ 64,000.05	\$ 65,595.74	\$ 67,256.12	\$ 68,938.06	\$ 70,684.69	\$ 72,452.89	\$ 74,264.21	\$ 76,118.66
Maintenance Worker I	Monthly	\$ 3,417.79	\$ 3,502.25	\$ 3,590.30	\$ 3,681.94	\$ 3,775.38	\$ 3,870.62	\$ 3,967.66	\$ 4,070.08	\$ 4,172.51	\$ 4,276.73	\$ 4,384.55
	Hourly	\$ 19.72	\$ 20.21	\$ 20.71	\$ 21.24	\$ 21.78	\$ 22.33	\$ 22.89	\$ 23.48	\$ 24.07	\$ 24.67	\$ 25.30
	Annual	\$ 41,013.51	\$ 42,026.99	\$ 43,083.59	\$ 44,183.32	\$ 45,304.62	\$ 46,447.48	\$ 47,611.90	\$ 48,841.01	\$ 50,070.12	\$ 51,320.80	\$ 52,614.60
Maintenance Worker II	Monthly	\$ 4,210.25	\$ 4,316.27	\$ 4,424.08	\$ 4,537.29	\$ 4,650.50	\$ 4,769.10	\$ 4,887.69	\$ 5,011.68	\$ 5,137.47	\$ 5,266.85	\$ 5,399.82
	Hourly	\$ 24.29	\$ 24.90	\$ 25.52	\$ 26.18	\$ 26.83	\$ 27.51	\$ 28.20	\$ 28.91	\$ 29.64	\$ 30.39	\$ 31.15
	Annual	\$ 50,522.95	\$ 51,795.19	\$ 53,088.99	\$ 54,447.48	\$ 55,805.98	\$ 57,229.16	\$ 58,652.34	\$ 60,140.21	\$ 61,649.65	\$ 63,202.21	\$ 64,797.90
PW - Working Supervisor	Monthly	\$ 5,407.01	\$ 5,543.58	\$ 5,683.74	\$ 5,827.50	\$ 5,973.05	\$ 6,123.99	\$ 6,276.73	\$ 6,433.07	\$ 6,596.59	\$ 6,761.91	\$ 6,932.62
	Hourly	\$ 31.19	\$ 31.98	\$ 32.79	\$ 33.62	\$ 34.46	\$ 35.33	\$ 36.21	\$ 37.11	\$ 38.06	\$ 39.01	\$ 40.00
	Annual	\$ 64,884.15	\$ 66,522.97	\$ 68,204.91	\$ 69,929.98	\$ 71,676.61	\$ 73,487.93	\$ 75,320.82	\$ 77,196.83	\$ 79,159.09	\$ 81,142.92	\$ 83,191.44
Operator in Training	Monthly	\$ 3,863.44	\$ 3,960.47	\$ 4,059.30	\$ 4,163.53	\$ 4,267.75	\$ 4,375.57	\$ 4,485.18	\$ 4,598.39	\$ 4,713.39	\$ 4,833.79	\$ 4,955.98
	Hourly	\$ 22.29	\$ 22.85	\$ 23.42	\$ 24.02	\$ 24.62	\$ 25.24	\$ 25.88	\$ 26.53	\$ 27.19	\$ 27.89	\$ 28.59
	Annual	\$ 46,361.22	\$ 47,525.65	\$ 48,711.63	\$ 49,962.31	\$ 51,212.98	\$ 52,506.78	\$ 53,822.15	\$ 55,180.64	\$ 56,560.69	\$ 58,005.44	\$ 59,471.75
Operator II	Monthly	\$ 5,169.82	\$ 5,300.99	\$ 5,433.97	\$ 5,570.53	\$ 5,710.70	\$ 5,854.45	\$ 6,001.80	\$ 6,152.75	\$ 6,307.28	\$ 6,467.21	\$ 6,628.94
	Hourly	\$ 29.83	\$ 30.58	\$ 31.35	\$ 32.14	\$ 32.95	\$ 33.78	\$ 34.63	\$ 35.50	\$ 36.39	\$ 37.31	\$ 38.24
	Annual	\$ 62,037.79	\$ 63,611.91	\$ 65,207.60	\$ 66,846.42	\$ 68,528.36	\$ 70,253.43	\$ 72,021.62	\$ 73,832.94	\$ 75,687.39	\$ 77,606.53	\$ 79,547.24
Operator III	Monthly	\$ 5,836.48	\$ 5,985.63	\$ 6,136.57	\$ 6,291.11	\$ 6,451.04	\$ 6,612.76	\$ 6,779.88	\$ 6,948.79	\$ 7,123.10	\$ 7,302.79	\$ 7,486.08
	Hourly	\$ 33.67	\$ 34.53	\$ 35.40	\$ 36.29	\$ 37.22	\$ 38.15	\$ 39.11	\$ 40.09	\$ 41.09	\$ 42.13	\$ 43.19
	Annual	\$ 70,037.79	\$ 71,827.55	\$ 73,638.87	\$ 75,493.32	\$ 77,412.46	\$ 79,353.16	\$ 81,358.56	\$ 83,385.51	\$ 85,477.16	\$ 87,633.50	\$ 89,832.96
Chief Plant Operator	Monthly	\$ 7,353.11	\$ 7,538.19	\$ 7,726.87	\$ 7,920.94	\$ 8,118.61	\$ 8,323.46	\$ 8,531.90	\$ 8,747.54	\$ 8,964.97	\$ 9,189.59	\$ 9,419.59
	Hourly	\$ 42.42	\$ 43.49	\$ 44.58	\$ 45.70	\$ 46.84	\$ 48.02	\$ 49.22	\$ 50.47	\$ 51.72	\$ 53.02	\$ 54.34
	Annual	\$ 88,237.27	\$ 90,458.30	\$ 92,722.45	\$ 95,051.29	\$ 97,423.26	\$ 99,881.48	\$ 102,382.83	\$ 104,970.44	\$ 107,579.60	\$ 110,275.02	\$ 113,035.13
Chief Plant Operator*	Monthly	\$ 7,353.11	\$ 7,721.48	\$ 8,107.82	\$ 8,513.93	\$ 8,939.81	\$ 9,164.43	\$ 9,394.44	\$ 9,629.84	\$ 9,870.63	N/A	N/A
	Hourly	\$ 42.42	\$ 44.55	\$ 46.78	\$ 49.12	\$ 51.58	\$ 52.87	\$ 54.20	\$ 55.56	\$ 56.95	N/A	N/A
	Annual	\$ 88,237.27	\$ 92,657.76	\$ 97,293.88	\$ 102,167.20	\$ 107,277.72	\$ 109,973.14	\$ 112,733.25	\$ 115,558.05	\$ 118,447.54	N/A	N/A
Administrative Assistant/ Community Development	Monthly	\$ 4,884.10	\$ 5,008.09	\$ 5,132.08	\$ 5,261.46	\$ 5,394.43	\$ 5,531.00	\$ 5,669.37	\$ 5,811.33	\$ 5,956.88	\$ 6,106.02	\$ 6,258.77
	Hourly	\$ 28.18	\$ 28.89	\$ 29.61	\$ 30.35	\$ 31.12	\$ 31.91	\$ 32.71	\$ 33.53	\$ 34.37	\$ 35.23	\$ 36.11
	Annual	\$ 58,609.21	\$ 60,097.08	\$ 61,584.96	\$ 63,137.52	\$ 64,733.21	\$ 66,372.02	\$ 68,032.40	\$ 69,735.91	\$ 71,482.54	\$ 73,272.30	\$ 75,105.18

**GFE Employees started prior to 7/1/21

Pay Scale as of 7/1/24 for non-represented employees

		Step										
		1	2	3	4	5	6	7	8	9	10	11
City Clerk	Monthly	\$ 5,259.66	\$ 5,392.64	\$ 5,529.20	\$ 5,667.57	\$ 5,809.53	\$ 5,955.08	\$ 6,104.23	\$ 6,256.97	\$ 6,415.10	\$ 6,575.03	\$ 6,740.35
	Hourly	\$ 30.34	\$ 31.11	\$ 31.90	\$ 32.70	\$ 33.52	\$ 34.36	\$ 35.22	\$ 36.10	\$ 37.01	\$ 37.93	\$ 38.89
	Annual	\$ 63,115.95	\$ 64,711.64	\$ 66,350.46	\$ 68,010.84	\$ 69,714.34	\$ 71,460.98	\$ 73,250.73	\$ 75,083.62	\$ 76,981.20	\$ 78,900.33	\$ 80,884.16
Accounting Technician	Monthly	\$ 4,884.10	\$ 5,008.09	\$ 5,132.08	\$ 5,261.46	\$ 5,394.43	\$ 5,531.00	\$ 5,669.37	\$ 5,811.33	\$ 5,956.88	\$ 6,106.02	\$ 6,258.77
	Hourly	\$ 28.18	\$ 28.89	\$ 29.61	\$ 30.35	\$ 31.12	\$ 31.91	\$ 32.71	\$ 33.53	\$ 34.37	\$ 35.23	\$ 36.11
	Annual	\$ 58,609.21	\$ 60,097.08	\$ 61,584.96	\$ 63,137.52	\$ 64,733.21	\$ 66,372.02	\$ 68,032.40	\$ 69,735.91	\$ 71,482.54	\$ 73,272.30	\$ 75,105.18
Public Works Director	Monthly	\$ 8,684.64	\$ 8,903.87	\$ 9,128.49	\$ 9,358.50	\$ 9,593.90	\$ 9,834.69	\$ 10,080.87	\$ 10,334.24	\$ 10,593.00	\$ 10,858.95	\$ 11,132.08
	Hourly	\$ 50.10	\$ 51.37	\$ 52.66	\$ 53.99	\$ 55.35	\$ 56.74	\$ 58.16	\$ 59.62	\$ 61.11	\$ 62.65	\$ 64.22
	Annual	\$ 104,215.72	\$ 106,846.45	\$ 109,541.87	\$ 112,301.98	\$ 115,126.78	\$ 118,016.27	\$ 120,970.45	\$ 124,010.88	\$ 127,116.01	\$ 130,307.38	\$ 133,585.02
Customer Service Rep	Monthly	\$ 3,286.62	\$ 3,369.28	\$ 3,453.73	\$ 3,541.78	\$ 3,631.63	\$ 3,723.27	\$ 3,816.71	\$ 3,913.75	\$ 4,012.58	\$ 4,115.01	\$ 4,219.23
	Hourly	\$ 18.96	\$ 19.44	\$ 19.93	\$ 20.43	\$ 20.95	\$ 21.48	\$ 22.02	\$ 22.58	\$ 23.15	\$ 23.74	\$ 24.34
	Annual	\$ 39,439.39	\$ 40,431.30	\$ 41,444.78	\$ 42,501.38	\$ 43,579.55	\$ 44,679.28	\$ 45,800.58	\$ 46,965.00	\$ 48,150.98	\$ 49,380.09	\$ 50,630.77
Customer Service Rep	Monthly	\$ 3,286.62	\$ 3,450.14	\$ 3,624.44	\$ 3,805.93	\$ 3,996.41	\$ 4,097.04	\$ 4,199.46	\$ 4,307.28	\$ 4,415.10	N/A	N/A
	Hourly	\$ 18.96	\$ 19.90	\$ 20.91	\$ 21.96	\$ 23.06	\$ 23.64	\$ 24.23	\$ 24.85	\$ 25.47	N/A	N/A
	Annual	\$ 39,439.39	\$ 41,401.65	\$ 43,493.30	\$ 45,671.20	\$ 47,956.91	\$ 49,164.46	\$ 50,393.57	\$ 51,687.37	\$ 52,981.18	N/A	N/A
Administrative Analyst	Monthly	\$ 5,938.91	\$ 6,088.06	\$ 6,240.80	\$ 6,397.13	\$ 6,558.86	\$ 6,722.38	\$ 6,891.29	\$ 7,065.59	\$ 7,241.70	\$ 7,423.19	\$ 7,610.07
	Hourly	\$ 34.26	\$ 35.12	\$ 36.00	\$ 36.91	\$ 37.84	\$ 38.78	\$ 39.76	\$ 40.76	\$ 41.78	\$ 42.83	\$ 43.90
	Annual	\$ 71,266.90	\$ 73,056.66	\$ 74,889.55	\$ 76,765.56	\$ 78,706.26	\$ 80,668.53	\$ 82,695.49	\$ 84,787.13	\$ 86,900.34	\$ 89,078.24	\$ 91,320.83
Administrative Analyst	Monthly	\$ 5,938.91	\$ 6,235.40	\$ 6,548.07	\$ 6,876.91	\$ 7,220.13	\$ 7,401.62	\$ 7,586.71	\$ 7,777.19	\$ 7,973.05	N/A	N/A
	Hourly	\$ 34.26	\$ 35.97	\$ 37.78	\$ 39.67	\$ 41.65	\$ 42.70	\$ 43.77	\$ 44.87	\$ 46.00	N/A	N/A
	Annual	\$ 71,266.90	\$ 74,824.86	\$ 78,576.88	\$ 82,522.98	\$ 86,641.58	\$ 88,819.48	\$ 91,040.51	\$ 93,326.22	\$ 95,676.63	N/A	N/A
Administrative Services Officer	Monthly	\$ 7,423.64	\$ 7,610.07	\$ 7,800.99	\$ 7,996.41	\$ 8,198.57	\$ 8,402.97	\$ 8,614.11	\$ 8,831.99	\$ 9,052.12	\$ 9,278.98	\$ 9,512.59
	Hourly	\$ 42.83	\$ 43.90	\$ 45.01	\$ 46.13	\$ 47.30	\$ 48.48	\$ 49.70	\$ 50.95	\$ 52.22	\$ 53.53	\$ 54.88
	Annual	\$ 89,083.63	\$ 91,320.83	\$ 93,611.94	\$ 95,956.95	\$ 98,382.83	\$ 100,835.66	\$ 103,369.36	\$ 105,983.91	\$ 108,625.43	\$ 111,347.80	\$ 114,151.04
Administrative Services Officer	Monthly	\$ 7,423.64	\$ 7,794.26	\$ 8,185.09	\$ 8,596.14	\$ 9,025.16	\$ 9,252.03	\$ 9,483.39	\$ 9,721.48	\$ 9,966.32	N/A	N/A
	Hourly	\$ 42.83	\$ 44.97	\$ 47.22	\$ 49.59	\$ 52.07	\$ 53.38	\$ 54.71	\$ 56.09	\$ 57.50	N/A	N/A
	Annual	\$ 89,083.63	\$ 93,531.07	\$ 98,221.10	\$ 103,153.72	\$ 108,301.98	\$ 111,024.35	\$ 113,800.63	\$ 116,657.78	\$ 119,595.79	N/A	N/A

**GFE Employees started prior to 7/1/21



Staff Report to City Council

FOR THE JUNE 26, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl – Administrative Services Officer
Subject: Cash Summary – May 2024

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 purpose of these reports is to provide the status of funds and transparency for Council and the public regarding the financial transactions of the City. The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and as part of the proposed budget process each year.

The attached reports reflect an overview of the financial transactions of the City of Colfax in May 2024. Some monthly highlights are listed below:

- May revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of March 2024 (two-month lag).
 - Reimbursement from the State Water Resources Control Board on the WWTP Construction Grant.
 - Placer County property tax revenues and direct charges - second allocation (40%)
- May expenditures included:
 - Approved capital project expenditures – expenditures on WWTP Construction Grant and other grant funded projects.
- Negative cash fund balances at the end of May are primarily due to the timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), transfer of City Gas Tax revenues, and a General Fund allocation. Allocations and transfers will be recorded with the final fiscal year accounting processes.
 - Fund 300 – Corporation Yard – This is the project for installation of a metal storage building at the Corporation Yard. Funded by General Fund 100. Installation of the building has begun.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – the final funding of the grant was awarded in November. CDBG has approved the start date of expenditures. The City has begun the reimbursement process. City restricted Streets funds will also be used on this project as the City match.

- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests are submitted on a quarterly basis. The balance of funding (11%) will be a City General Fund match. Final reimbursement request was submitted in April.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted at least quarterly.
- Fund 577 – Capital Projects. This is the project for the installation of a metal storage building at the Wastewater Treatment Plant. The project is slated to be funded by Fund 564 – Sewer Connection Fees. Funds to be transferred at project completion. Installation of the building has begun.
- Fund 590 – Sewer Consolidation Planning Grant. This is a reimbursable grant – reimbursement requests are scheduled to be submitted quarterly upon final award of application grant.
- Anticipated revenues/expenditures for June include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of April 2024 (two-month lag).
 - Capital project reimbursements.
 - Expenditures
 - Approved capital project expenditures. We anticipate continued large expenditures for the Wastewater Treatment Plant Construction project as the I/I Mitigation and Algae Reduction phases continue construction. The CDBG project has also started.
 - Ongoing monthly operating expenses.

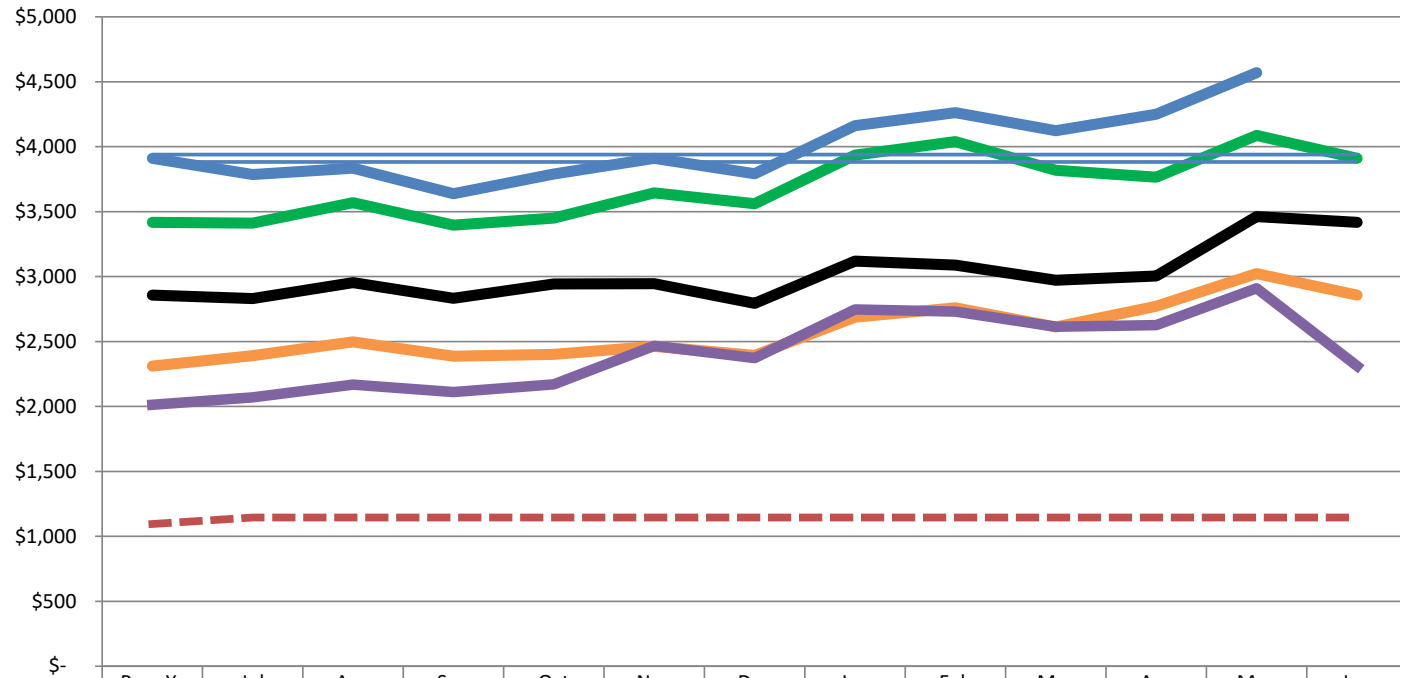
Attachments:

1. General Fund Reserved Cash Analysis Graph
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable

City of Colfax - May 2024 General Fund Reserved Cash Analysis

(Dollars in Thousands)

[Fiscal Year 2023-24 >>](#)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2023-24	\$3,911	\$3,785	\$3,834	\$3,638	\$3,789	\$3,911	\$3,791	\$4,162	\$4,263	\$4,124	\$4,251	\$4,570	
Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451	\$3,644	\$3,560	\$3,935	\$4,039	\$3,819	\$3,765	\$4,087	\$3,911
Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
*Reserves (Ops, Cap, Pen)	\$1,095	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145
Budget FY2023-24	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911

**City of Colfax
Cash Summary
May 31, 2024**

	Balance 4/30/24	Revenues In*	Expenses Out*	Transfers	Balance 5/31/24
US Bank	\$ 89,299.90	\$ 2,659,053.90	\$ (1,352,980.59)	\$ (1,375,000.00)	\$ 20,373.21
LAIF	\$ 7,745,253.38	\$ -	\$ -	\$ 1,375,000.00	\$ 9,120,253.38
Total Cash - General Ledger	<u>\$ 7,834,553.28</u>	<u>\$ 2,659,053.90</u>	<u>\$ (1,352,980.59)</u>	<u>\$ -</u>	<u>\$ 9,140,626.59</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 7,834,853.28</u>	<u>\$ 2,659,053.90</u>	<u>\$ (1,352,980.59)</u>	<u>\$ -</u>	<u>\$ 9,140,926.59</u>

Change in Cash Account Balance - Total \$ 1,306,073.31

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
- 2. Check Register Report (Accounts Payable)

	\$ (1,135,205.46)
Cash Receipts	\$ 2,331,570.64
Payroll Checks and Tax Deposits	\$ (82,262.69)
Utility Billings - Receipts	\$ 191,970.82
LAIF Interest	\$ -
	\$ -
	<u><u>\$ 1,306,073.31</u></u>

*Does not include transfers between funds

Prepared by: Shanna Stahl
Shanna Stahl, Administrative Services Officer

Reviewed by: Ron Walker
Ron Walker, City Manager

City of Colfax
Cash Transactions Report - May 2024

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 4,032,688.76	\$ 417,802.47	\$ (95,928.30)	\$ 4,354,562.93
Fund: 120 - Land Development Fees	\$ 200,982.14	\$ 2,682.87	\$ (900.00)	\$ 202,765.01
Fund: 200 - Cannabis Application	\$ 17,455.55	\$ -	\$ (4,000.00)	\$ 13,455.55
Fund Type: 1.11 - General Fund - Unassigned	\$ 4,251,126.45	\$ 420,485.34	\$ (100,828.30)	\$ 4,570,783.49
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ -	\$ -	\$ -	\$ -
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 891,972.94	\$ -	\$ (4,214.61)	\$ 887,758.33
Fund Type: 1.14 - General Fund - Restricted	\$ 915,290.20	\$ -	\$ (4,214.61)	\$ 911,075.59
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 149,051.68	\$ -	\$ -	\$ 149,051.68
Fund: 211 - Mitigation Fees - Drainage	\$ 5,696.90	\$ -	\$ -	\$ 5,696.90
Fund: 212 - Mitigation Fees - Trails	\$ 79,141.12	\$ -	\$ -	\$ 79,141.12
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 196,670.17	\$ -	\$ -	\$ 196,670.17
Fund: 214 - Mitigation Fees - City Bldgs	\$ 106,912.36	\$ -	\$ -	\$ 106,912.36
Fund: 215 - Mitigation Fees - Vehicles	\$ 23,349.49	\$ -	\$ -	\$ 23,349.49
Fund: 217 - Mitigation Fees - DT Parking	\$ 36,024.03	\$ -	\$ -	\$ 36,024.03
Fund: 218 - Support Law Enforcement	\$ 5,837.59	\$ -	\$ -	\$ 5,837.59
Fund: 244 - CDBG Program Inc - ME Lending	\$ 513.44	\$ -	\$ -	\$ 513.44
Fund: 250 - Streets - Roads/Transportation	\$ (101,838.88)	\$ 69,952.00	\$ (13,620.71)	\$ (45,507.59)
Fund: 253 - Gas Taxes	\$ 36,284.28	\$ 4,430.92	\$ (1,585.05)	\$ 39,130.15
Fund: 257 - Street /Road - Transit Capital	\$ 48,346.04	\$ -	\$ -	\$ 48,346.04
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 261,071.26	\$ 4,532.24	\$ -	\$ 265,603.50
Fund: 270 - Beverage Container Recycling	\$ 20,173.20	\$ -	\$ -	\$ 20,173.20
Fund: 280 - Oil Recycling	\$ 3,977.72	\$ -	\$ -	\$ 3,977.72
Fund: 290 - SB1383 Implementation Grant	\$ 14,761.15	\$ 75,000.00	\$ -	\$ 89,761.15
Fund: 292 - Fire Department Capital Funds	\$ 98,502.56	\$ -	\$ -	\$ 98,502.56
Fund: 342 - Fire Construction - Mitigation	\$ 83,618.50	\$ -	\$ -	\$ 83,618.50
Fund: 343 - Recreation Construction	\$ 83,618.98	\$ -	\$ -	\$ 83,618.98
Fund: 367 - SB2 - Planning Grant	\$ -	\$ -	\$ -	\$ -
Fund: 376 - Downtown Streetscape	\$ (111,862.90)	\$ -	\$ -	\$ (111,862.90)
Fund: 378 - Zoning Code Update	\$ 57,829.22	\$ -	\$ -	\$ 57,829.22
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 1,097,677.91	\$ 153,915.16	\$ (15,205.76)	\$ 1,236,387.31
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - GF Capital Projects	\$ (12,899.52)	\$ -	\$ -	\$ (12,899.52)
Fund: 358 - CDBG Pavement	\$ (425,942.73)	\$ -	\$ (53,458.65)	\$ (479,401.38)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (438,842.25)	\$ -	\$ (53,458.65)	\$ (492,300.90)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,896,146.03	\$ 242,100.70	\$ (164,762.39)	\$ 1,973,484.34
Fund: 561 - Sewer Liftstations	\$ 596,801.14	\$ 31,394.30	\$ (46,053.54)	\$ 582,141.90
Fund: 563 - Wastewater Treatment Plant	\$ 1,154,478.58	\$ 87,912.50	\$ (33,052.98)	\$ 1,209,338.10
Fund: 564 - Sewer Connections	\$ 321,774.88	\$ -	\$ -	\$ 321,774.88
Fund: 575 - WWTP Construction Grant	\$ (1,907,254.36)	\$ 1,722,174.00	\$ (923,351.56)	\$ (1,108,431.92)
Fund: 577 - Capital Projects	\$ (7,229.51)	\$ -	\$ -	\$ (7,229.51)
Fund: 590 - Sewer Consolidation Planning	\$ (46,589.06)	\$ -	\$ (12,052.80)	\$ (58,641.86)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,008,127.70	\$ 2,083,581.50	\$ (1,179,273.27)	\$ 2,912,435.93
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 1,173.27	\$ 1,071.90	\$ -	\$ 2,245.17
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 1,173.27	\$ 1,071.90	\$ -	\$ 2,245.17
Grand Totals:	\$ 7,834,553.28	\$ 2,659,053.90	\$ (1,352,980.59)	\$ 9,140,626.59

Check Register Report

Item 3D

Date: 06/11/2024

Time: 4:19 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
60561	05/02/24	Reconciled		05/31/24	03141	CALPERS	HEALTH INS PREMIUM MAY 24	14,034.90
60591	05/07/24	Reconciled		05/31/24	011200	24 SEVEN FIRE PROTECTION	ANNUAL FIRE EXT SVC	842.26
60592	05/07/24	Reconciled		05/31/24	1161	49ER WATER SERVICES	WWTP TESTING FEB 2024	1,055.00
60593	05/07/24	Reconciled		05/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG LABOR COMPLIANCE JAN 24	5,000.00
60594	05/07/24	Reconciled		05/31/24	1340	AHRE, AMANDA	EMPLOYEE POTLUCK	15.25
60595	05/07/24	Reconciled		05/31/24	01500	ANDERSON'S SIERRA	IRRIGATION	617.47
60596	05/07/24	Reconciled		05/31/24	2819	BIG BRAND TIRE & SERVICE	ASPHALT TRAILER	176.01
60597	05/07/24	Reconciled		05/31/24	3469	CIVIC PLUS	CODIFICATION/MUNICODE SUPPORT	2,730.69
60598	05/07/24	Reconciled		05/31/24	03562	COMMERCIAL PUMP SERVICE, INC	LS PUMP REPAIR	14,705.83
60599	05/07/24	Reconciled		05/31/24	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	254.20
60600	05/07/24	Reconciled		05/31/24	7223	GEOCON CONSULTANTS INC.	I&I CONSTRUCTION MGMNT MAR9 24	1,220.00
60601	05/07/24	Reconciled		05/31/24	08170	HILLS FLAT LUMBER CO	SUPPLIES	1,389.54
60602	05/07/24	Reconciled		05/31/24	08501	HOME DEPOT CREDIT SERVICES	SUPPLIES	460.85
60603	05/07/24	Reconciled		05/31/24	08660	HUNT AND SONS, LLC	FUEL	542.06
60604	05/07/24	Reconciled		05/31/24	8661	HYDROCOMPLIANCE	WWTP MONTHLY QSP SVCS	1,400.00
60605	05/07/24	Reconciled		05/31/24	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS APR 24	12,774.58
60606	05/07/24	Reconciled		05/31/24	19037	SAFE SIDE SECURITY	CORP YARD SECURITY MAY 24	155.00
60607	05/07/24	Reconciled		05/31/24	19037	SAFE SIDE SECURITY	WWTP SECURITY MAY 2024	95.00
60608	05/07/24	Reconciled		05/31/24	19045	SALIX CONSULTING	I&I MITIGATION CONST MGMNT	1,000.00
60609	05/07/24	Printed			19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q4 FY 23/24	75.00
60610	05/07/24	Reconciled		05/31/24	19743	WILLIAM STOCKWIN	COLFAX CONNECTION MAY 2024	300.00
60611	05/07/24	Reconciled		05/31/24	19802	SWRCB - STORM WATER SECTION	CDBG PROJECT FEE	200.00
60612	05/07/24	Reconciled		05/31/24	21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	2,835.12
60613	05/07/24	Reconciled		05/31/24	21500	USA BLUE BOOK, INC	WWTP LAB SUPPLIES	348.56
60614	05/07/24	Reconciled		05/31/24	22134	VISION QUEST	TECH SUPPORT JUNE 2024	3,800.00
60615	05/07/24	Reconciled		05/31/24	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
60616	05/07/24	Reconciled		05/31/24	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.77
60617	05/07/24	Reconciled		05/31/24	23451	WOOD RODGERS	SEWER CONSOLIDATION MAR 2024	6,026.40
60618	05/07/24	Reconciled		05/31/24	23451	WOOD RODGERS	WWTP CONST GRANT ENG MAR 24	19,856.55
60671	05/15/24	Reconciled		05/31/24	1161	49ER WATER SERVICES	WWTP TESTING APR 24	4,737.00
60672	05/15/24	Reconciled		05/31/24	01142	4LEAF, INC.	PW SUP TRAINING APR 2024	4,440.00
60673	05/15/24	Reconciled		05/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG GEN ADMIN FEB 24	5,000.00
60674	05/15/24	Reconciled		05/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG LABOR COMPLIANCE FEB 24	5,500.00
60675	05/15/24	Reconciled		05/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG LABOR COMPLIANCE MAR 24	5,500.00
60676	05/15/24	Reconciled		05/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG GENERAL ADMIN MAR 24	5,000.00
60677	05/15/24	Reconciled		05/31/24	1340	AHRE, AMANDA	CITY CLERK TRAINING	302.17
60678	05/15/24	Reconciled		05/31/24	01414	ALHAMBRA & SIERRA SPRINGS	WATER	123.91
60679	05/15/24	Void	05/15/24		01448	AMERIGAS - COLFAX	CITY HALL PROPANE	0.00
60680	05/15/24	Reconciled		05/31/24	01766	AT&T MOBILITY	CITY CELL PHONES	822.95
60681	05/15/24	Printed			3158	CARROT-TOP INDUSTRIES, INC.	CITY FLAGS	466.38
60682	05/15/24	Reconciled		05/31/24	8062	CATHERINE HANSFORD	SEWER RATE STUDY APR 2024	1,656.02
60683	05/15/24	Reconciled		05/31/24	03401	CHOICE BUILDER	PREMIUMS JUNE 2024	1,072.06
60684	05/15/24	Reconciled		05/31/24	3425	CINTAS	UNIFORMS APRIL 2024	522.04
60685	05/15/24	Reconciled		05/31/24	03435	CITY OF AUBURN	CITY CLERK SVCS APR 24	419.82
60686	05/15/24	Reconciled		05/31/24	03482	CLEAR PATH LAND INVOLVEMENT,	I&I MITIGATION	4,933.50
60687	05/15/24	Reconciled		05/31/24	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTERS APR 2024	350.00
60688	05/15/24	Printed			03540	COLFAX LIONS CLUB	EASTER EGG HUNT DEPOSIT REFUND	100.00
60689	05/15/24	Reconciled		05/31/24	6203	FENNEMORE CRAIG, PC	LEGAL MATTER APR 2024	425.00
60690	05/15/24	Reconciled		05/31/24	7798	G&T TRUCK REPAIR	VACTOR REPAIR	746.28

Check Register Report

Item 3D

Date: 06/11/2024

Time: 4:19 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
60691	05/15/24	Reconciled		05/31/24	07460	GOLD MOUNTAIN CALIFORNIA	ZONING PUBLIC NOTICE	400.00
60692	05/15/24	Reconciled		05/31/24	07460	GOLD MOUNTAIN CALIFORNIA	DELINQUENT SEWER NOTICE	400.00
60693	05/15/24	Reconciled		05/31/24	08070	HANSEN BROS. ENTERPRISES	STREET REPAIR	40.81
60694	05/15/24	Reconciled		05/31/24	08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	5,188.76
60695	05/15/24	Reconciled		05/31/24	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING APR 24	502.50
60696	05/15/24	Reconciled		05/31/24	18400	NAPA AUTO PARTS	SUPPLIES	400.95
60697	05/15/24	Reconciled		05/31/24	16035	PG&E	ELECTRICITY MAR 24	23,753.84
60698	05/15/24	Reconciled		05/31/24	16040A	PITNEY BOWES	POSTAGE MACH LEASE Q4 FY 23/24	167.84
60699	05/15/24	Reconciled		05/31/24	16821	PSOMAS	I&I MITIGATION	40,307.75
60700	05/15/24	Reconciled		05/31/24	18565	MARIA RODRIGUEZ	EVENT DEPOSIT REFUND	100.00
60701	05/15/24	Reconciled		05/31/24	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	323.81
60702	05/15/24	Reconciled		05/31/24	19396	SIERRA SAFETY COMPANY	DEPOT PARKING SIGN	142.11
60703	05/15/24	Reconciled		05/31/24	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SERV APR 24	3,281.25
60704	05/15/24	Reconciled		05/31/24	22240	VULCAN MATERIALS COMPANY	ASPHALT PATCH	314.57
60705	05/15/24	Reconciled		05/31/24	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	215.55
60706	05/15/24	Reconciled		05/31/24	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL APRIL 2024	769.95
60707	05/15/24	Reconciled		05/31/24	1161	49ER WATER SERVICES	LANDFILL TESTING MAR 2024	302.00
60708	05/23/24	Reconciled		05/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG GEN ADMIN APR 24	5,000.00
60709	05/23/24	Reconciled		05/31/24	01270	ADAMS ASHBY GROUP, INC.	CDBG LABOR COMPLIANCE APR 24	5,000.00
60710	05/23/24	Reconciled		05/31/24	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	722.77
60711	05/23/24	Reconciled		05/31/24	02054	BANNER BANK	I & I CONST. RETENTION APR 24	38,177.70
60712	05/23/24	Reconciled		05/31/24	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS APR 2024	6,570.00
60713	05/23/24	Reconciled		05/31/24	03164	CASH- PETTY CASH REIMBURSEMENT	2023/2024 PETTY CASH REIMB.	29.49
60714	05/23/24	Reconciled		05/31/24	3475	CLARK PEST CONTROL	PEST CONTROL MAY 2024	537.00
60715	05/23/24	Reconciled		05/31/24	03482	CLEAR PATH LAND EVOLVEMENT,	I&I MITIGATION SERVICES	11,995.50
60716	05/23/24	Printed			04592	DACOMM	WWTP INTERNET JUNE 2024	103.45
60717	05/23/24	Reconciled		05/31/24	14859	GHD INC.	CDBG ROAD REHAB APR 24	16,758.65
60718	05/23/24	Reconciled		05/31/24	07570	GRAINGER	WWTP SUPPLIES	68.00
60719	05/23/24	Reconciled		05/31/24	07570	GRAINGER	WWTP SUPPLIES	3.29
60720	05/23/24	Reconciled		05/31/24	07570	GRAINGER	WWTP SUPPLIES	60.33
60721	05/23/24	Reconciled		05/31/24	07570	GRAINGER	WWTP LINE MARKER AND PAINT	150.94
60722	05/23/24	Reconciled		05/31/24	08660	HUNT AND SONS, LLC	FUEL	951.85
60723	05/23/24	Printed			11130	KRUGER, INC.	WWTP FILTER	469.62
60724	05/23/24	Reconciled		05/31/24	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS APR 24	379.50
60725	05/23/24	Reconciled		05/31/24	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	130.50
60726	05/23/24	Printed			13191	MANAGEMENT ADVISORY SERVICES	PLANNING SVC APRIL 2024	5,914.38
60727	05/23/24	Reconciled		05/31/24	13239	MCGUIRE & HESTER	I&I CONSTRUCTION APR 2024	343,599.30
60728	05/23/24	Reconciled		05/31/24	16300	PCWA -PLACER COUNTY	WATER	1,400.47
60729	05/23/24	Reconciled		05/31/24	16168	PLACER COUNTY ENVIRONMENTAL	WWTP HAZMAT FY 24/25	984.00
60730	05/23/24	Printed			18193	RECOLOGY AUBURN PLACER	40% TEETER FY 23/24 TAX ROLL	4,936.63
60731	05/23/24	Printed			19065	SCI CONSULTING GROUP	CANNABIS REVIEW 2023 AUDIT	4,000.00
60732	05/23/24	Reconciled		05/31/24	21500	USA BLUE BOOK, INC	WWTP LAB SUPPLIES	1,239.33
60733	05/23/24	Reconciled		05/31/24	23453	WM LYLES	ALGAE REDUCTION APR 2024	420,781.10
60734	05/30/24	Printed			03482	CLEAR PATH LAND EVOLVEMENT,	WWTP ANNUAL SURVEY	1,800.00
60735	05/30/24	Printed			03511	COLFAX GARDEN CLUB	DEPOSIT RTN/SPRING PLANT SALE	100.00
60736	05/30/24	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE LEASE JUNE 24	504.79

Check Register Report

Item 3D

Date: 06/11/2024

Time: 4:19 pm

Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
60737	05/30/24	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	274.07
60738	05/30/24	Printed			07570	GRAINGER	WWTP COMPRESSOR PART	9.58
60739	05/30/24	Printed			08050	HACH COMPANY	WWTP EQUIP REPAIR	3,544.00
60740	05/30/24	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 5/21/24	1,187.13
60741	05/30/24	Printed			8661	HYDROCOMPLIANCE	WWTP MONTHLY QSP SVCS	1,400.00
60742	05/30/24	Printed			19037	SAFE SIDE SECURITY	WWTP UPDATE ALARM HRS	170.00
60743	05/30/24	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
60744	05/30/24	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	67.87
60745	05/30/24	Void	06/06/24		23451	WOOD RODGERS	SEWER CONSOLIDATION APR 24	0.00
60746	05/30/24	Printed			23451	WOOD RODGERS	WWTP CONST GRANT ENG APR 24	38,680.16

Total Checks: 105 **Checks Total (excluding void checks): 1,129,179.06**

Total Payments: 105 **Bank Total (excluding void checks): 1,129,179.06**

Total Payments: 105 **Grand Total (excluding void checks): 1,129,179.06**



Staff Report to City Council

FOR THE JUNE 26, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Quarterly Sales Tax Analysis – Quarter Ended March 31, 2024

Budget Impact Overview:

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

Summary/Background

City staff provides a quarterly report on Sales and Use Tax revenues as quarterly information is available. We have received the final Accounting for Sales and Use Tax revenues for the quarter ended March 31, 2024, which is the third quarter of fiscal year 2023-2024.

As reported in the chart below, sales tax revenues for the quarter ended March 31, 2024 increased 23% as compared to the same quarter last year, and was 8% lower as compared to the previous quarter (12/31/2023).

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	Total Fiscal Year Actuals	Fiscal Year Budget	Actuals as % of Fiscal Year Budget	Actuals to Budget Difference	Original Budget
Fiscal Year 2023-2024	\$ 397,425	\$ 332,232	\$ 305,997	\$ -	\$ 1,035,654	\$1,336,734	77%	\$ (301,080)	\$1,336,734
Fiscal Year 2022-2023	\$ 410,913	\$ 353,933	\$ 248,626	\$ 325,197	\$ 1,338,670	\$1,297,800	103%	\$ 40,870	\$1,297,800
Fiscal Year 2021-2022	\$ 300,458	\$ 298,414	\$ 378,914	\$ 414,444	\$ 1,392,230	\$1,260,000	110%	\$ 132,230	\$1,260,000
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$1,250,000	114%	\$ 174,798	\$1,125,000
Fiscal Year 2019-2020	\$ 457,737	\$ 320,975	\$ 370,903	\$ 374,688	\$ 1,524,302	\$1,450,000	105%	\$ 74,302	\$1,430,388
% Change - Previous Calendar Qtr	-8%								
% Change - Same Qtr - Prev Year	23%								

Fiscal and Budget Impacts

The budget for the current fiscal year was forecasted at a conservative 3% growth over the 2022-2023 fiscal year budget and equates to 48% of the actual revenues received in the last fiscal year.

Sales tax revenues are very difficult to predict. It is our best estimate that the fiscal year budget projection is still valid. We are still at 77% of the annual budget – and with the last quarter historically being a higher generator of sales tax – we anticipate that we will still be within the approved budget for the fiscal year.

Staff will continue to monitor and provide updates as additional information is available.

Attachments:

1. Graph – City of Colfax – Sales and Use Tax Revenues
2. Chart – City of Colfax – Sales and Use Tax Revenues History

City of Colfax

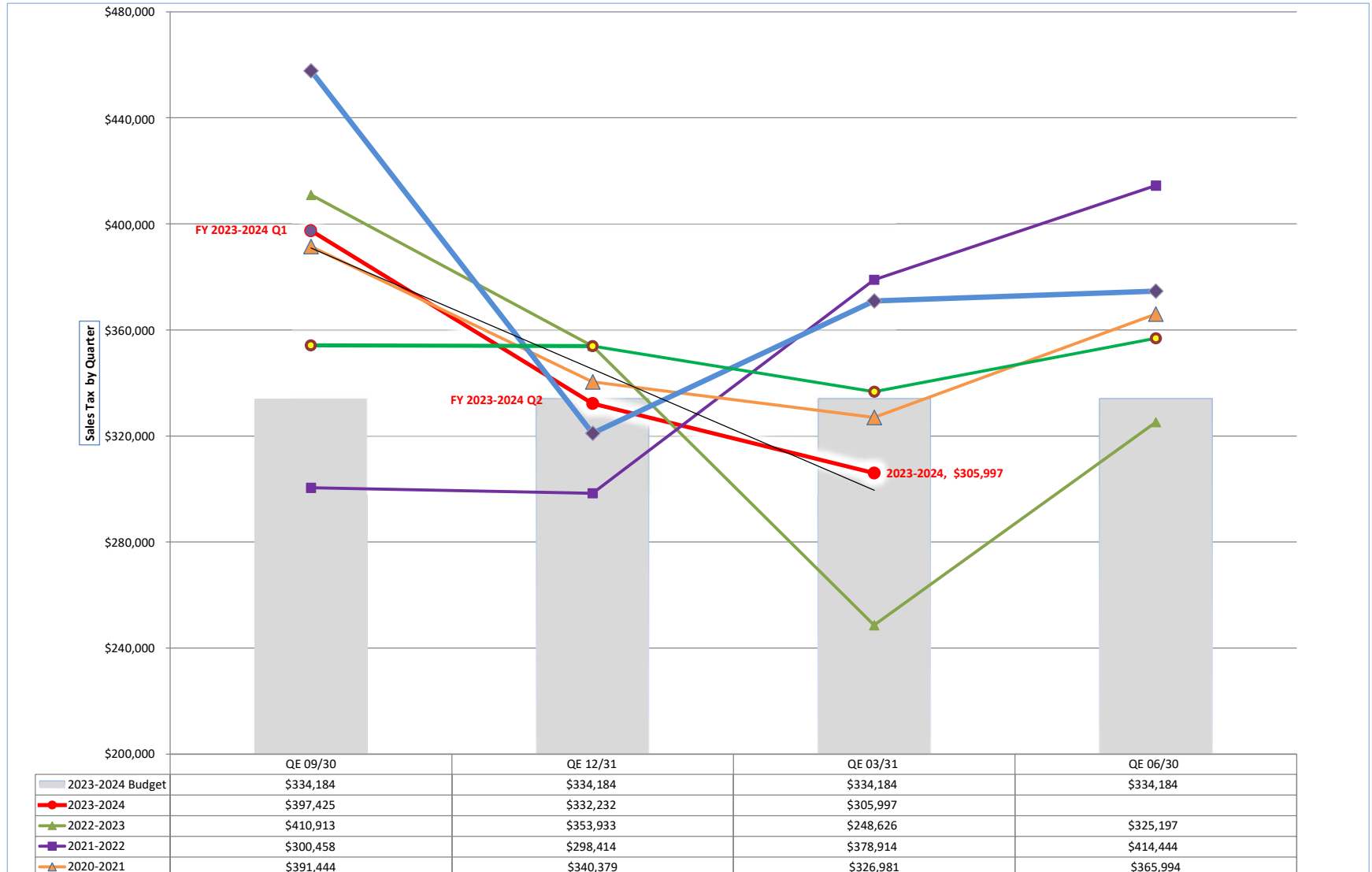
Sales and Use Tax Revenues

City of Colfax Sales and Use Tax Revenue History

	Actuals	Change	% Change
1999-2000	\$ 478,169		
2000-2001	\$ 484,801	\$ 6,632	1%
2001-2002	\$ 592,392	\$ 107,591	22%
2002-2003	\$ 581,749	\$ (10,643)	-2%
2003-2004	\$ 601,276	\$ 19,527	3%
2004-2005	\$ 707,515	\$ 106,239	18%
2005-2006	\$ 749,583	\$ 42,068	6%
2006-2007	\$ 752,431	\$ 2,848	0%
2007-2008	\$ 648,989	\$ (103,442)	-14%
2008-2009	\$ 540,051	\$ (108,938)	-17%
2009-2010	\$ 538,549	\$ (1,502)	0%
2010-2011	\$ 551,953	\$ 13,404	2%
2011-2012	\$ 571,943	\$ 19,990	4%
2012-2013	\$ 706,828	\$ 134,885	24%
2013-2014	\$ 928,729	\$ 221,901	31%
2014-2015	\$ 956,342	\$ 27,613	3%
2015-2016	* \$ 1,104,357	\$ 148,015	15%
2016-2017	\$ 1,103,560	\$ (797)	0%
2017-2018	\$ 1,370,741	\$ 267,181	24%
2018-2019	\$ 1,401,608	\$ 30,867	2%
2019-2020	\$ 1,524,302	\$ 122,694	9%
2020-2021	\$ 1,424,789	\$ (99,513)	-7%
2021-2022	\$ 1,392,230	\$ (32,559)	-2%
2022-2023	\$ 1,338,670	\$ (53,560)	-4%

**Included true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015*

City of Colfax Sales and Use Tax Revenues (Actuals Through Quarter Ended 03/31/2024)





Staff Report to City Council

FOR THE June 26, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: Short-Term Rental Ordinance

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s): 100
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RECOMMENDED ACTION: Conduct a second reading and adopt the attached Ordinance amending the City of Colfax Municipal Code 17.123, to authorize and regulate Short-Term Rentals within the City, to be effective 30 days after adoption.

Summary/Background

On May 22, 2024, the City Council reviewed and adopted on first reading of a draft ordinance amending Chapter 17 of the Colfax Municipal Code, by adding Chapter 17.123, to authorize and regulate Short-Term Rentals within the City. The ordinance adds new definitions, provides clarification on expectations and addresses permit requirements and conditions of operation.

Attachments

1. Ordinance Cover
2. Ordinance
3. May 22, 2024 Staff Report

CITY OF COLFAX

ORDINANCE NO. 557

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE TITLE 17 BY ADDING CHAPTER 17.123 AUTHORIZING AND REGULATING SHORT TERM RENTALS.

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

Section 1:

Title 17 of the Colfax Municipal Code is hereby amended by adding Chapter 17.123 as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superceding Provisions

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

Section 3. Severability

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

Section 4. California Environmental Quality Act Findings

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

FINDING OF NO PROJECT

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

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City’s opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the “common sense” CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 22nd day of May 2024 and passed and adopted at a duly held regular meeting of the City Council on the 26th day of June 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Kim Douglass
Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Amanda Ahre
City Clerk

EXHIBIT A
CITY OF COLFAX
ORDINANCE NO. 557

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING
COLFAX MUNICIPAL CODE TITLE 17 BY ADDING CHAPTER 17.123
AUTHORIZING AND REGULATING SHORT TERM RENTALS.**

THE CITY COUNCIL OF THE CITY OF COLFAX DOES ORDAIN AS FOLLOWS:

Title 17 of the Colfax Municipal Code is hereby amended by adding Chapter 17.123, "Short Term Rentals" to read as follows:

17.123.010 Purpose and Intent

It is the purpose of this chapter to provide rules governing the issuance of permits and establishment of operational requirements and restrictions for short-term rentals of dwellings within the City of Colfax. The intent of this chapter is to ensure that the operation of these short-term rentals is consistent with applicable local, State and Federal laws, statutes, rules, and regulations.

17.123.020 Permit Required

It is unlawful for any person to advertise, maintain, authorize the use or occupancy of, or operate a short-term rental of a dwelling in the City of Colfax without first obtaining a valid permit as required by this chapter. A short-term rental permit may not be issued for both a single-family dwelling and an accessory dwelling unit on the same parcel.

17.123.030 Term and Scope of Permit

A short-term rental permit issued under this chapter shall expire twelve (12) months from the date of issuance, unless revoked, suspended or surrendered earlier. The permit authorizes the permittee to conduct only such activities and services as described in the permit and in accordance with the terms and conditions of the permit and the requirements and limitations in this Chapter. It is unlawful for a permittee or other responsible person to violate the terms and conditions of the short-term rental permit.

17.123.040 Definitions Used In this Chapter

For purposes of this chapter, the following definitions apply:

- A. "Accessory Dwelling" unit has the same meaning as defined in California Government Code Section 65852.2.

- B. "Advertise" or "Advertisement" means any method used to solicit interest in a short-term rental including but not limited to, internet-based listing or hosting services.
- C. "Lodger" means a person to whom a person is providing lodging for compensation.
- D. "Owner-occupied Short-Term Rental" is where the owner or tenant is permanently residing within the Short-term rental.
- E. "Parcel" means property assigned a separate parcel number by the Placer County Assessor.
- F. "Permittee" means the property owner to whom a short-term rental permit is issued.
- G. "Person" means any individual, partnership, co-partnership, firm association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.
- H. "Property Owner" means the owner of fee title to the property on which the short-term rental exists, or their agent authorized to rent the short-term rental.
- I. "Single Family Dwelling" means a building or portion thereof, except a tent or trailer, designed or intended to be used for residence purposes by one family. Mobilehomes which are not placed on a permanent foundation will be treated as a trailer for the purposes of this definition.
- J. "Short-term Rental" means any single-family dwelling or accessory dwelling unit located in a residential or commercial zone that is rented in whole or in part on a short-term basis. A short-term basis is thirty (30) calendar days or less to the same person or the same group of persons.

17.123.050 Application and Renewal of Short-term Rental Permits

- A. A property owner may apply for a short-term rental permit by filing an application with the Planning Director and/or designee. The application must be on a form approved by the Planning Director and/or designee and may require any information or documentation consistent with the provisions of this chapter. The permit application shall be on a form furnished by the city and signed by the applicant. Such application shall include, but not be limited to, the following information:
 - 1. Name, address, and telephone number of the applicant;
 - 2. Name, address, and 24-hour telephone numbers(s) of applicant and secondary point of contact, if the applicant is not located onsite;
 - 3. Floor plan, parking location(s), a copy of the business license, and proof of insurance;
 - 4. Any supplemental information which the Planning Director or designee finds reasonably necessary to determine whether to approve a short-term rental permit.
- B. To renew a short-term rental permit, the permittee shall file an application with the Planning Director or designee that complies with Section A above. The

application must be submitted no later than thirty (30) calendar days prior to the short-term rental permit expiration date.

- C. Knowingly making a false statement of fact or knowingly omitting any information that is required in an application for a short-term rental permit shall be grounds for denial of a permit.

17.123.060. Permit Fee

Every permit application shall be accompanied by a nonrefundable short-term rental permit application fee as established by resolution of the City council, as may be amended from time to time. This application fee shall be in addition to the City's business license tax, transient occupancy tax, and any other license, permit fee, or penalty fee imposed by local, State or Federal laws, statutes, rules, or regulations.

17.123.070 Registry Required.

- A. Every permittee within the City of Colfax shall keep a register containing the following information or each person who stays at the short-term rental and shall maintain such register for a period of eighteen (18) months;
 1. Name
 2. Address;
 3. Vehicle year, make, model, color;
 4. License plate number;
 5. State in which the vehicle is registered;
 6. Date of arrival;
 7. Date of departure;
 8. Number of guests;
 9. The amount of rent paid by lodgers for each night of lodging.

17.123.080 Suspending, revoking, or conditioning a short-term rental permit.

- A. The Planning Director or designee may suspend, revoke, or condition any short-term rental permit if the permittee has violated any provision of this chapter or if it is determined that it is necessary to preserve the health, safety and welfare of lodgers and citizens of Colfax.
- B. Additionally, upon issuance of any permit, the Planning Director or designee may limit the permit by any condition reasonably necessary to preserve the health, safety and welfare of lodgers and the citizens of Colfax and fulfill the purpose of this chapter.
- C. The conditions that the city may impose on the short-term rental permit include, but are not limited to:
 1. Requiring the permittee to remain at the short-term rental during certain hours while guests are present;
 2. Reducing the number of guests that are allowed to lodge at the short-term rental;

3. Reducing the number of days in a year that the permittee is allowed to provide short-term lodging;
4. Reducing the number of vehicles that may park on the property.

17.123.100 Grounds for Denying a Short-term Rental Permit

The Planning Director may deny an application for a short-term rental permit for any of the following reasons;

- A. The application is incomplete;
- B. The application contains a false or misleading statement or omission of a material fact;
- C. The Short-term rental or permittee is currently in violation of, or under investigation for violation of any local, State or Federal laws, statutes, rules or regulations;
- D. The property owner or occupants of the short-term rental is delinquent on any payment to the city of any fees, penalties, taxes, or any other monies related to the short-term rental property including, but not limited to, transient occupancy taxes;
- E. If a short-term rental permit for the dwelling was ever revoked or suspended;
- F. The operation of a short-term rental is a threat to the public health, safety, or welfare; or
- G. Any required application fee or renewal fee has not been paid.

17.123.110 Appeal of Action on Permit

- A. Any permittee may appeal the Planning Director's decision to deny, suspend, revoke, or condition a short-term rental permit by submitting a written notice of appeal to the Planning Director within fourteen (14) calendar days from the date of service of the notice of decision.
- D. The appeal hearing shall be conducted by the City Council or the City Council's designee pursuant to Colfax Municipal Code Chapter 17.56 "Revocation Procedure.
- B. Upon receipt of any appeal filed pursuant to this section, the Planning Director or designee shall schedule the appeal hearing within forty-five (45) calendar days, or as soon thereafter as is practicable.
- C. The City shall provide a notice of the appeal hearing to the appellant. The notice shall be in writing and contain the date, time and location of the appeal hearing. The notice shall be provided to the appellant at the address shown on the appeal at least fifteen (15) calendar days prior to the date of the hearing.
- D. Only those matters or issues specifically raised by the appellant in the written notice of appeal shall be considered in the appeal hearing.
- E. If such an appeal is not received within fourteen (14) calendar days, the decision of the Planning Director shall be final.

17.123.130 Violations

- A. It is unlawful for any person to operate a short-term rental without complying with the provisions of this chapter. Violation of any provision of this chapter may, at the discretion of the Planning Director, be charged as an administrative citation under Chapter 1.25 of this Code, or as a misdemeanor or infraction under Chapter 1.24 of this Code. Each day a violation is committed or permitted to continue shall constitute a separate offense. In the case of administrative citations, administrative fines shall be assessed in the amounts provided under Section 1.25.030 B 2 of this Code for commercial, industrial and other properties.
- B. Violations of this chapter are hereby declared to be a public nuisance. Additionally, a public nuisance may be deemed to exist if operation of the short-term rental results in:
1. More than one response to the parcel, property and/or short-term rental, from law enforcement officers during the term of the permit;
 2. Disruption to the free passage of persons or vehicles in the immediate neighborhood;
 3. All short-term rental guests are required to comply with the noise standards of the City of Colfax General Plan and the community noise equivalent levels (CNEL) standards (Table 4-3 Noise Compatibility Standards of the General Plan).
 4. Any other impacts on the neighborhood or public generally which are disruptive of normal activity in the area.
- C. The remedies and penalties provided herein are cumulative and nonexclusive. The use of one does not prevent the use of other criminal, civil, or administrative remedy or penalty authorized by, or set forth in, the Colfax Municipal Code. None of the penalties or remedies authorized by, or set forth in, the Colfax Municipal Code shall prevent the city from using any other penalty or remedy under State statute which may be available to enforce this chapter or to abate a public nuisance.

17.123.140. Adoption of Rules and Regulations.

The City Manager or designee may develop operational rules, regulations requirements, or performance standards to implement the provisions and intent of this Chapter. All such operational rules, regulations, requirements, or performance standards shall be placed on a public meeting agenda for review and approval by resolution of the city council prior to being implemented.



Staff Report to City Council

FOR THE MAY 22, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: Short-Term Rental Ordinance.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s): LEAP
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RECOMMENDED ACTION: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for June 12, 2024, to be effective 30 days after adoption.

Summary/Background

This is a proposal to consider adoption of a Short-Term Rental Ordinance, which would allow any single-family dwelling or accessory dwelling unit located in a residential or commercial zone to be rented in whole or in part on a short-term basis. A short-term basis is defined as thirty (30) calendar days or less to the same person or the same group of persons.

At the January 25, 2023, meeting, the City Council directed staff to draft regulations to allow Short-term Rentals.

At the June 14, 2023, City Council meeting staff brought forward an outline of proposed regulations for the City Council’s consideration and shared the results of an online survey. Discussion by the City Council at that time included concern with being overly restrictive.

Since that time, staff continued to receive calls from potential applicants, interested in establishing short-term rentals.

The proposed Short Term Rental ordinance strives to balance business-friendly economic development goals while maintaining residential neighborhoods and ensuring that existing near-by residents are not impacted by the use.

Discussion

The proposed Ordinance would amend Chapter 17 of the Colfax Municipal Code, by adding Chapter 17.123, to authorize and regulate Short-Term Rentals within the City. The ordinance would add new definitions, provide clarification on expectations and address permit requirements and conditions of operation.

A Short-Term Rental Permit would be required and would expire twelve (12) months from the date of issuance, unless revoked, suspended or surrendered earlier. The approval of the Short-Term Rental Permit would be administrative. The Permit will authorize the permittee to conduct only such activities and services as described in the Permit and in accordance with the terms and conditions of the permit. Yearly renewal would be required 30 days prior to the expiration of the permit.

Provisions are included in the Ordinance that would allow the city to deny a permit or revoke it if

there are issues. The applicant would have the ability to appeal such an action to the City Council.

Short Term Rental Regulations

Proposed Short Term Rental Regulations are provided as Attachment 3. The regulations are intended to limit the number of guests, establish quiet hours, and provide notification to surrounding property owners. It is intended to allow only one short term rental on a property at a time. For instance, if there is an accessory dwelling unit (ADU) on the property, both the primary dwelling and secondary ADU shall not be rented at the same time, but either may be allowed as a short-term rental.

Proposed limits on the number of Short-Term Rentals is not proposed at this time because while the city has received interest from potential permittees, it is not expected that there will be a large number proposed such as in tourist locations like Lake Tahoe. If in the future, the interest in Colfax is larger than anticipated, staff can always bring the Ordinance back to the City Council to consider limits.

The following are several of the performance standards outlined in the proposed Short-Term Rental Regulations:

Complaints: A responsible contact must be designated for each rental that would be responsible for responding to any complaints within 30 minutes, regardless of time of day.

Noise: No outdoor amplified music would be allowed, and quiet hours between 10:00 p.m. and 7:00 a.m. would be established.

No special events (weddings, or other commercial activities) would be permitted.

General Plan Consistency Findings:

The proposed Ordinance amending the Municipal Code is consistent with the General Plan because the proposed Ordinance will enhance existing permit procedures and operational standards for the use of residential structures as transient occupancies, thereby ensuring the health and safety of occupants, guests and surrounding residential neighborhoods and minimizing negative effects associated with such uses.

The proposed Ordinance amending the Municipal Code would not be detrimental to the public interest, health, safety, convenience or welfare of the County because the proposed regulations enhance existing permit procedures and operational standards for the use of residential as transient occupancies, thereby ensuring the health and safety of occupants, guests and surrounding residential neighborhoods and minimizing negative effects associated with such uses;

The proposed Ordinance amending the Municipal Code is internally consistent with other applicable provisions of the Municipal Code. The proposed Ordinance adds new definitions, regulations, establishes permit requirements and expands tourist opportunities within the city.

Fiscal

Short-Term Rental applicants would pay a permit fee to cover staff costs associated with processing the permits. In addition, Short-Term Rentals would be subject to the City's Transient Occupancy Tax. The revenue generated by this tax is dedicated to funding general city services.

Environmental Review

The proposed Ordinance qualifies under the “common sense” CEQA exemption pursuant to CEQA Guidelines Section 15060(c)(2) and 15061(b)(3), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. CEQA only applies to projects that have the potential for causing a significant effect on the environment – either through direct impact or reasonably foreseeable indirect impact. The proposed Ordinance does not have that possibility. Direct impact of the proposed Ordinance on the environment will be minor. It is not expected to prompt any new development or direct physical effects. Instead, the expected result of the proposed Ordinance is to establish regulations governing the use of Short-Term Rentals within the City to reduce the potential for impacts. Accordingly, the City believes the “common sense” exemption is most appropriate for this project.

Attachments

1. Short Term Rental Ordinance Cover
2. Short Term Rental Ordinance
3. Short Term Rental Regulations.



Staff Report to City Council

FOR THE June 26, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: MU-1 Zoning Code Amendment, Ground Floor Retail Ordinance.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s): 100
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RECOMMENDED ACTION: Conduct a second reading and adopt the attached Ordinance amending the City of Colfax Municipal Code 17.74.020, allowing ground floor uses in the MU-1 zoning district, to be effective 30 days after adoption.

Summary/Background

On May 22, 2024, the City Council reviewed and adopted on first reading of a draft ordinance amending Section 17.74.020 of the municipal code to expand permitted uses in the Mixed-Use-1 Zoning District on the ground floor.

Attachments

1. MU-1 Ground Floor Retail Ordinance Cover
2. MU-1 Ground Floor Retail Ordinance
3. May 22, 2024 Staff Report

CITY OF COLFAX

ORDINANCE NO. 558

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CHAPTER 17.74.020 TO ALLOW ADDITIONAL COMMERCIAL USES IN GROUND FLOOR RETAIL SPACES IN THE MU-1 ZONING DISTRICT.

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

Section 1:

Title 17, Chapter 17.74.020 of the Colfax Municipal Code is hereby amended as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superceding Provisions

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

Section 3. Severability

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

Section 4. California Environmental Quality Act Findings

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

FINDING OF NO PROJECT

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

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the "common sense" CEQA exemption provided in 14 CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax on the 22nd day of May 2024 and passed and adopted at a duly held regular meeting of the City Council on the 26th day of June 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Kim Douglass
Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Amanda Ahre
City Clerk

**EXHIBIT A
CITY OF COLFAX
ORDINANCE NO. 558**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX AMENDING
COLFAX MUNICIPAL CODE TITLE 17.74.020 PERMITTED USE TYPES.
THE CITY COUNCIL OF THE CITY OF COLFAX DOES ORDAIN AS FOLLOWS:**

Chapter 17.74 MIXED USE ZONES

17.74.020 Permitted use types.

Primary uses are permitted in mixed use zones subject to the requirements of this title as designated below:

- A. Principally permitted use, designated as "P".
- B. Conditionally permitted use, designated as "CUP"; and
- C. Administratively permitted use, designated as "AP."

Primary use types not listed or designated by a dash (-) are not permitted in that zone district. Any single use that occupies more than 5,000 square feet in the MU-1 zone or more than 8,000 square feet in the MU-2 zone is subject to a conditional use permit.

Accessory uses and structures are permitted in mixed use zones subject to the requirements set forth in Chapter 17.96.

CIVIC USE TYPES	MU-1	MU-2
Community Assembly ⁽²⁾	P ⁽¹⁾	P
Community Services	P ⁽⁺⁾	P
Essential Services	P ⁽⁺⁾	P
Libraries and museums	P ⁽⁺⁾	P
Power Generating Facilities ⁽³⁾		
Emergency	P	P
Passive Power	P	P
Public Parking Services	-	AP
Social Services		
Food Distribution ⁽⁴⁾	CUP	CUP

Food Service ⁽⁵⁾	CUP	CUP
Emergency Shelter ⁽⁶⁾	-	CUP
RESIDENTIAL USE TYPES	MU-1	MU-2
Community Care Facilities, Small		
Dwelling		
Accessory Dwelling Unit	P ⁽¹⁾	P
Junior Accessory Dwelling Unit	P ⁽¹⁾	P
Multi-Family	P ⁽¹⁾	P
Single-Family	P ⁽¹⁾	P
Family Day Care Homes, Small	P ⁽¹⁾	P
Family Day Care Homes, Large ⁽⁷⁾	P ⁽¹⁾	P
Rooming and Boarding House	P ⁽¹⁾	P
Supportive and Transitional Housing	P ⁽¹⁾	P
COMMERCIAL USE TYPES	MU-1	MU-2
Animal Sales and Service ⁽⁸⁾		
Grooming and Pet Stores	P	P
Veterinary Clinic	P ⁽⁺⁾	P
Automotive and Equipment		
Automotive Body and Equipment Repair	-	CUP
Automotive Rentals	AP	AP
Automotive Repairs	-	CUP
Automotive Sales	-	-
Carwash and Detailing	-	CUP
Commercial Parking	-	CUP
Gasoline Sale	-	CUP
Banks and Financial Services	P	P
Bars and Drinking Places	AP	AP
Broadcasting and Recording Studios	P ⁽⁺⁾	P
Business Support Services	P ⁽⁺⁾	P

Community Care Facility	-	AP
Day Care Center	AP ⁽⁺⁾	AP
Eating and Drinking Establishments		
Fast Food with Drive-Through	-	-
Convenience	P	P
Full Services	P	P
Food and Beverage Retail Sales	P	P
Lodging	P ⁽⁺⁾	P
Long-Term Care Facility	CUP	-
Maintenance and Repair	P ⁽¹⁾	P
Medical Services, General	P ⁽⁺⁾	P
Neighborhood Commercial	P	P
Nightclubs ⁽⁹⁾	AP	-
Offices, Professional	P ⁽⁺⁾	P
Personal Services	P ⁽¹⁾	P
Retail Sales and Services	P	P
Specialized Education and Training		
Vocational Schools	P ⁽¹⁾	P
Specialty Schools	P ⁽¹⁾	P
TRANSPORTATION AND COMMUNICATION USE TYPES	MU-1	MU-2
Telecommunication Facilities ⁽¹⁰⁾	-	P/AP/CU P

(1) Only allowed on the second story or on ground floor portions of buildings that are no less than 30 feet from the front property line.



Staff Report to City Council

FOR THE MAY 22, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Kathy Pease, AICP, Planning Consultant
Subject: MU-1 Zoning Code Amendment, Ground Floor Retail Ordinance.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s): LEAP
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RECOMMENDED ACTION: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for June 12, 2024, to be effective 30 days after adoption.

Summary/Background

This is a proposal to consider adoption of a zoning code amendment to the Mixed Use-1 (MU-1) Zoning District to allow additional uses within ground floor retail spaces in the Downtown District.

According to the Zoning Code: Mixed Use – 1 is applied to Main Street in the Historic Downtown (MU-1) and is intended to retain the historic character of the downtown while providing a vibrant mix of uses in an attractive area where the community and visitors gather to shop, socialize, and recreate, and where residents can live. This district requires that the ground-floor spaces with street frontage be accessible to the public and that uses generate walk-in clientele to contribute to and activate the pedestrian experience along Main Street. Appropriate ground-floor uses with street frontage include retail shops, cafes, restaurants, and other similar uses that generate pedestrian traffic. Currently, spaces without ground-floor street frontage are intended for uses such as offices, residential, and lodging.

Discussion

The proposed Ordinance amendment would amend Chapter 17 of the Colfax Municipal Code, Section 17.74.020, to eliminate some commercial restrictions for ground floor retail space. Currently the Zoning Code allows many uses by right in the MU-1 District but states that only retail uses can be on the ground floor, other uses are restricted if they have a footnote reference:

- (1) Only allowed on the second story or on ground floor portions of buildings that are no less than 30 feet from the front property line.

This means that the following uses would not be allowed to occupy vacant ground floor retail spaces:

- Community services
- Essential services
- Libraries and museums
- Veterinary Clinic

- Broadcasting and Recording Studios
- Business Support Services
- Offices, Professional
- Personal Services

Staff has recently been contacted by businesses interested in buying and/or occupying spaces that are vacant in the Downtown area, and the way the code reads, none of the proposed uses would be allowed.

According to an article in ModernRetail, the recent retail collapse stems from retailers' decisions going back more than two decades. Before the internet, stores' main competition was other stores down the street. As e-commerce arose, more and more retailers entered the market, and consumers had the power of choice, and so brick and mortar retail has been struggling in recent years.

In addition, there are three particular economic trends for American retail recently that may mean it is harder to attract strict retail uses:

1. Retail sales will be kept in check by a general slowing in the economy.
2. Inflation has reduced purchasing power.
3. Consumer spending is increasing in very specific areas, such as bars, restaurants, vacations, and experiences like live sports events.

While the Zoning Code is attempting to protect retail space, it is unclear whether turning away prospective businesses is a wise choice. It may lead to vacant retail spaces that will sit vacant for an extended period of time, waiting for retail uses to come forward.

For example, a busy use like a veterinary clinic on a ground floor would activate the space and bring a steady stream of clients into the Downtown, who may end up staying to eat, or shop while they are running errands, and the business itself would eliminate a vacant space and potential blight in the near term. Therefore, this amendment is intended to allow more flexibility for commercial uses in the Downtown area.

Ground floor space restrictions would remain for residential uses.

General Plan Consistency Findings:

The proposed Ordinance amending the Municipal Code is consistent with the General Plan Mixed use designation which allows for a combination of commercial and residential uses in the downtown area. This designation allows for shops, restaurants, services, offices, hospitality and other compatible uses.

The proposed Ordinance amending the Municipal Code would not be detrimental to the public interest, health, safety, convenience or welfare of the County because it will support commercial uses already allowed by right in the MU-1 District and support economic development.

The proposed Ordinance amending the Municipal Code is internally consistent with other applicable provisions of the Municipal Code. The proposed Ordinance adds flexibility to allow commercial opportunities within the city.

Fiscal

There is no impact on the City's General Fund as a result of this amendment.

Environmental Review

The proposed Ordinance qualifies under the "common sense" CEQA exemption pursuant to CEQA Guidelines Section 15060(c)(2) and 15061(b)(3), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. CEQA only applies to projects that have the potential for causing a significant effect on the environment – either through direct impact or reasonably foreseeable indirect impact. The proposed Ordinance does not have that possibility. Direct impact of the proposed Ordinance on the environment will be minor. It is not expected to prompt any new development or direct physical effects. Instead, the expected result of the proposed Ordinance is to allow flexibility in uses already allowed by right. Accordingly, the City believes the "common sense" exemption is most appropriate for this project.

Attachments

1. MU-1 Ground Floor Retail Ordinance Cover
2. MU-1 Ground Floor Retail Ordinance



Staff Report to City Council

FOR THE JUNE 26, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Six-Month Extension of Agreement with Bureau Veritas North America
Budget Impact Overview: America

N/A:	Funded: √	Un-funded:	Amount: \$40,000	Fund(s): 400
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RECOMMENDED ACTION: Adopt Resolution __-2024 authorizing the City Manager to execute a six-month agreement extension with Bureau Veritas North America to provide plan review, code enforcement, inspection and permit technician services.

Summary/Background

The agreement with Bureau Veritas North America to provide plan review, code enforcement, inspection and permit technician services is set to conclude June 30, 2024. To meet Federal and State requirements for grant reimbursement, services must be obtained through the Request for Proposal (RFP) process. The city has announced the acceptance of requests for proposals to provide plan review, code enforcement, inspection and permit technician services, but it will take a few months to complete the process and enter into a new agreement for services.

Conclusions and Findings

To meet the requirements for grant reimbursement an RFP has been advertised rather than extending a service agreement with Bureau Veritas North America. To assure the City can continue to operate the building department during the RFP process an extension of the current agreement with Bureau Veritas North America is needed.

Fiscal Impacts

The fiscal impacts to the City \$40,000.

Attachments:

1. Resolution __-2024
2. Agreement Extension Bureau Veritas North America – 2024
3. Agreement for Consultant Services – Bureau Veritas North America - 2015

City of Colfax

City Council

Resolution No. __-2024

APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A SERVICES AGREEMENT WITH BUREAU VERITAS NORTH AMERICA TO PROVIDE PLAN REVIEW, CODE ENFORCEMENT, INSPECTIONS AND PERMIT TECHNICIAN SERVICES

WHEREAS, the agreement with Bureau Veritas North America to provide plan review, code enforcement, inspection and permit technician services is set to conclude June 30, 2024.; and,

WHEREAS, to meet Federal and State requirements for grant reimbursement, services must be obtained through the Request for Proposal (RFP) process.; and,

WHEREAS, the city has announced the acceptance of requests for proposals to provide plan review, code enforcement, inspection and permit technician services; and,

WHEREAS, to assure the City can continue to operate the building department during the RFP process an extension of the current agreement with Bureau Veritas North America is needed.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Bureau Veritas North America for up to six months.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on June 26, 2024, by the following vote of the Council:

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

ATTEST:

Kim Douglass, Mayor

Amanda Ahre, City Clerk

AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF COLFAX AND BUREAU VERITAS NORTH AMERICA

This Amendment (hereinafter referred to as the "Amendment") to the original Consultant Services Agreement between the City of Colfax and Bureau Veritas North America, dated July 15, 2021 for \$355,453, (hereinafter referred to as the "Agreement") is made and entered into on June 26, 2024, by and between the City of Colfax, a public body, hereinafter referred to as the "City", and Bureau Veritas North America, hereinafter referred to as "Consultant."

WITNESSETH:

- A. Consultant currently provides plan review, code enforcement, inspection and permit technician services and Associated Entitlements ("Work"). Payment for the Work under the Agreement is not to exceed \$40,000.

NOW, THEREFORE, IT IS AGREED by and between the City and the Consultant as follows:

- 1. Section 1(Scope of Services) under the Agreement shall be amended to include in Exhibit A, an updated scope of services and schedule of fees.
- 2. Section 2 (Time of Completion) shall be amended to state that the Agreement will remain in effect unless terminated before December 31, 2024. The agreement can be extended by the City and Consultant past December 31, 2024, if needed and if both parties agree.
- 3. Section 2 (Payment) of the Agreement shall be amended to include the total Payment authorized by the Agreement and this Amendment shall not exceed \$40,000.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of this 26th day of June 2024.

CITY

CONSULTANT

By: _____
Ron Walker
City Manager

By: _____
Craig Baptista
Vice President – West, Plan Check & Inspection

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 10th day of July, 2015 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Bureau Veritas N. America ("Consultant".)

RECITALS

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

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

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all inclusive compensation that shall

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professional's in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that to the extent arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are responsible to the City, or arising from the negligence or willful misconduct of the City officers, agents, employees or volunteers.

In the event liability is shared by the parties to this Agreement, each Party shall contribute in the

amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. A Party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence. The total aggregate liability of the Parties shall not exceed \$250,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

Neither Party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

Section 6. Insurance.

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

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be

declared to and approved by City.

- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City after providing five (5) days written notice to Consultant may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

number of days performance of the Services is suspended.

Section 12. Termination of Services.

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

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

The Consultant may terminate this Agreement for any material failure by the City to comply with this Agreement, provided that the Consultant gives the City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to the City an opportunity to cure such failure within said thirty (30) days.

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

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an employee of City. In particular, the following are specifically applicable to Consultant's performance of the Services:

- A. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.
- B. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.
- C. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager/Executive Director.

- D. Consultant may contract to perform services for other clients or entities as long as performance of said services does not interfere or conflict with Consultant's performance of Services for the City.
- E. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.
- F. Consultant shall supply its own instrumentalities, tools and place of performing the Services pursuant to this Agreement.
- G. Consultant's compensation shall be based on the actual number of hours for which Consultant provides the Services multiplied by Consultant's hourly rate plus reimbursable expenses. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self employment and similar taxes from Consultant's compensation under this Agreement.
- H. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the

meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (“JAMS”). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion. However, Consultant is not responsible for delays caused by City or beyond Consultant’s reasonable control.

Section 22. Written Notification.

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

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

If to Consultant:

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.


Section 26. Non-Solicitation of Employees. To promote an optimum working relationship, the Parties agrees in good faith not to directly or indirectly employ or otherwise engage any employee or any person employed by the other Party within the prior six month period without the prior written consent of the Party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Parties further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a Party should breach this provision and without limiting any other remedy that may be available the breaching Party shall pay a sum equal to the employee’s current annual salary plus 12 additional months of the employee’s current annual salary for training of a new employee as liquidated damages.


Section 27. Force Majeure. If the performance of this Agreement or of any obligation hereunder, except payment of monies due, is prevented, restricted or interfered with by reason of fire, or other casualty or accident; inability to procure raw materials, power or supplies; hurricanes, earthquakes,

floods or any act of God; war or other violence; any law/order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party within fifteen (15) calendar days, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

Section 28. Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and the Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and the Consultant that any such person or entity receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

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

CITY
Signature 
Printed Name Mark Miller
Title City Manager
Date 7/10/15

CONSULTANT
Signature 
Printed Name MICHAEL VIEIRA
Title Director of operations
Date 7/10/2015

APPROVED AS TO FORM:


City Attorney

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Exhibit A

Scope of Work

Plan Review

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

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

Plan review services may include the review of:

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

Plan review services shall be identified in the project task order and corresponding rate schedule. Additional services can be negotiated between BVNA and the jurisdiction, if needed. If corrections are required, BVNA will prepare comment or correction letters. The correction letter shall describe each required correction or addition, and reference the applicable code section. Letters will be distributed as directed by the jurisdiction.

If plans are recommended for approval, BVNA shall transmit to the jurisdiction the required number of sets of plans and associated documents with the plans stamped "Reviewed for Code Compliance" to indicate that the plans have been reviewed by BVNA and found to be in substantial compliance with applicable codes.

Typical turnaround times for building plan review are as follows:

	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	10	7	7	5
Residential addition and/or accessory	10	7	7	5

building				
New Residential	15	10	10	7
New Commercial	15	10	10	7
Complex, large, or unusual project	*	*	*	*

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

Electronic Plan Review

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

Third Party Review

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

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

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

Inspection Services

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

Inspection services may include the following elements:

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

- Fire code compliance

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

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

Permit Technician Services

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

Permit technician services may include:

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

Schedule of Fees

BVNA proposes to provide inspection services on an as-needed basis for the City of Colfax. A minimum of 4 hours per day will apply, plus jobsite mileage utilizing employee or company owned vehicles.

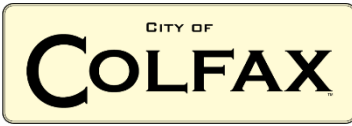
Hourly rates for project personnel are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate</u>
Senior / Structural Plan Check Engineer	\$140
M/E/P Plan Check Engineer	\$125
Senior Plans Examiner	\$110
Plans Examiner	\$105
Supervising Inspector	\$95
Building Inspector	\$85
Permit Technician	\$65
Fire Marshal	\$140
Fire Protection Engineer/Plans Examiner	\$120
Senior Fire Inspector	\$110
Fire Inspector	\$90

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

REIMBURSABLE RATES: Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

This rate schedule is valid for the first contract year and is subject to annual review and adjustment with the approval of the City.



Staff Report to City Council

FOR THE JUNE 26, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Management Advisory Services LLC (MAS) Agreement for Planning Services

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$120,000	Fund(s): 450
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RECOMMENDED ACTION: Adopt Resolution __-2024, authorizing the City Manager to execute a two-year agreement. This agreement will address the day-to-day planning needs of the city.

Summary/Background

In September 2023, the city entered into an agreement with Management Advisory Services LLC (MAS) to offer high-level professional planning review assistance for the Colfax.Net Cell tower project. In December 2023 the city ended services with Ursu Consulting for regular contract services and increased the contract with M.A.S. from \$50,000 to \$75,000 for regular planning services previously supplied by Ursu Consulting. The agreement extension is scheduled to conclude on June 30, 2024. Because the original agreement was to assist with the Colfax.net tower project staff has decided to start a new agreement which will address Planning Services for both front counter, general plan update, zoning code update and current planning projects are performed on a regular basis.

Conclusions and Findings

A review of the planning department has revealed that many planning ordinances require updating. Consequently, the city will need to hire a City Planner to address this matter.

It is the staff's opinion that Kathy Peas, with Management Advisory Services LLC (MAS), has delivered outstanding planning services, consistently meeting or surpassing the city's requirements. Her exceptional interaction with the general public, staff, and council justifies a new agreement.

Fiscal Impacts

The City's fiscal impact will be budgeted at \$120,000 per year, totaling \$240,000 over a two-year period.

Attachments:

1. Resolution __-2024
2. Agreement for Services 2024

City of Colfax

City Council

Resolution No. __-2024

APPROVE AND AUTHORIZING THE CITY MANAGER TO SIGN A TWO-YEAR AGREEMENT WITH MANAGEMENT ADVISORY SERVICES LLC FOR PLANNING SERVICES

WHEREAS, the agreement extension for Planning Services with Management Advisory Services LLC (MAS) is scheduled to conclude on June 30, 2024; and,

WHEREAS, MAS has provided planning services for both front counter, general plan update, zoning code update and current planning projects on a regular basis; and,

WHEREAS, A review of the planning department has revealed that many planning ordinances require updating. Consequently, the city will need to hire a City Planner to address this matter; and,

WHEREAS, the City of Colfax wishes to execute an agreement with Management Advisory Services LLC (MAS) for planning services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Management Advisory Services LLC (MAS) for planning services for a two year period.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on June 26, 2024, by the following vote of the Council:

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

ATTEST:

Kim Douglass, Mayor

Amanda Ahre, City Clerk

**CITY OF COLFAX
CONSULTANT SERVICES AGREEMENT**

This Consultant Services Agreement (“**Agreement**”) is made and entered into between the City of Colfax, a municipal corporation (“**City**”) and Management Advisory Services LLC, (“**Consultant**”) effective as of July 1, 2024 (the “**Effective Date**”). City and Consultant are hereinafter collectively referred to as (the “**Parties**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. Scope of Services. Consultant shall provide on-call planning services (“**Work**”). The Work shall commence on the Effective Date and shall be completed to the satisfaction of the City by June 30, 2026 unless otherwise modified pursuant to Section 8, Termination.

On-call planning services are routed to the City Manager and then allocated by the City Manager on a case-by-case basis to Consultant. Consultant is an independent contractor, not representing the City and therefore shall not be authorized to recommend, make or participate in making decisions on planning applications. Consultant’s Work shall be limited to reviewing and analyzing applications and drafting advance planning documents, ordinances and resolutions.

2. Assignment of Planning Consultant. Consultant will assign an experienced planning consultant to provide services to the City. In the event that City disapproves of any planning consultant assigned by Consultant, City may terminate this Agreement, subject to Section 8, Termination.

3. Payment. City shall pay Consultant an amount not to exceed One Hundred Twenty Thousand Dollars (\$120,000) for Work performed by Consultant. While compensation is on a project basis, as a convenient way of distributing costs, Consultant will invoice monthly, with payment due within thirty days. Payments to Consultant are independent of receipt by City of reimbursement of costs payable by third parties.

Consultant’s billing rate for monthly invoices shall be \$170 per hour. Effective January 1st of each year, starting on January 1, 2025, the billing rate will be increased by the Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, for the most recently published twelve-month period.

Travel time is invoiced at half-time. Reimbursable expenses are invoiced at cost, including mileage at IRS rates.

The amount stated above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant, unless such amount is modified by the City in writing.

4. Independent Contractor. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Consultant. At all times Consultant shall be an independent contractor. Consultant is not authorized to bind the City to any contracts or other obligations without the express written consent of the City. Further, the Parties recognize and agree that:

- (a) While Consultant’s Work is based on this Agreement with the City, Consultant will be free from the control and direction of the City in connection with the performance of the Work, both under the Agreement for the performance of the Work and in fact.
- (b) Consultant will perform Work that is outside the usual course of the City’s work.
- (c) Consultant is customarily engaged in an independently established trade, occupation, or business of the same nature as the Work performed.

5. Indemnification. City shall indemnify, defend and hold harmless the Consultant from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with the Work, except such Liability caused by the gross negligence or willful misconduct of the Consultant.

6. Insurance. Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant shall, at Consultant's sole cost and expense, obtain and maintain insurance in the following amounts:

A. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage.

B. Comprehensive hired and non-owned automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage.

C. Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering professionals' errors and omissions.

City acknowledges that Consultant does not have any employees, and is not required to obtain Workers' Compensation insurance

All insurance policies shall be written on an occurrence basis.

Consultant shall provide a certificate of insurance for the Commercial General Liability and Property Damage Insurance. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal.

7. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

8. Termination. City may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City.

Consultant may terminate or suspend this Agreement at any time and without cause upon written notification to City. Consultant's right of termination shall be in addition to all other remedies available under law to the Consultant.

City will compensate Consultant for any Work performed up to the date of the notice of termination, and for any additional Work requested by City.

9. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

10. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

11. Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

12. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant: Management Advisory Services
Tom Sinclair, President
Post Office Box 4882
Auburn, CA 95604

City: City Manager
City of Colfax
Post Office Box 702
Colfax, CA 95713

13. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

14. Tax Withholding. Consultant represents and warrants that Consultant is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as may be amended, and is exempt from withholding. Consultant accepts sole responsibility for verifying the residency status of any subcontractors and withhold taxes from non-California subcontractors as required by law.

15. Assignment, Governing Law. The Consultant may not assign any of Consultant's obligations under this Agreement without the City's prior written approval. This Agreement is governed by California law. The jurisdiction for any litigation arising from this Agreement shall be in the state of California and shall be venued in the County of Placer.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

CITY:

CONSULTANT:



By: _____
Ron Walker
City Manager

By: _____
Tom Sinclair
President

APPROVED AS TO FORM:

By: _____
City Attorney

PLACER MOSQUITO AND VECTOR CONTROL DISTRICT ANNUAL UPDATE

Meagan Luevano, Public Information Officer

June 26, 2024



PLACER
MOSQUITO
& VECTOR
CONTROL
DISTRICT



DISTRICT MISSION

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

WHO WE ARE



Special District
Governed by California
Mosquito and Vector
Control Law

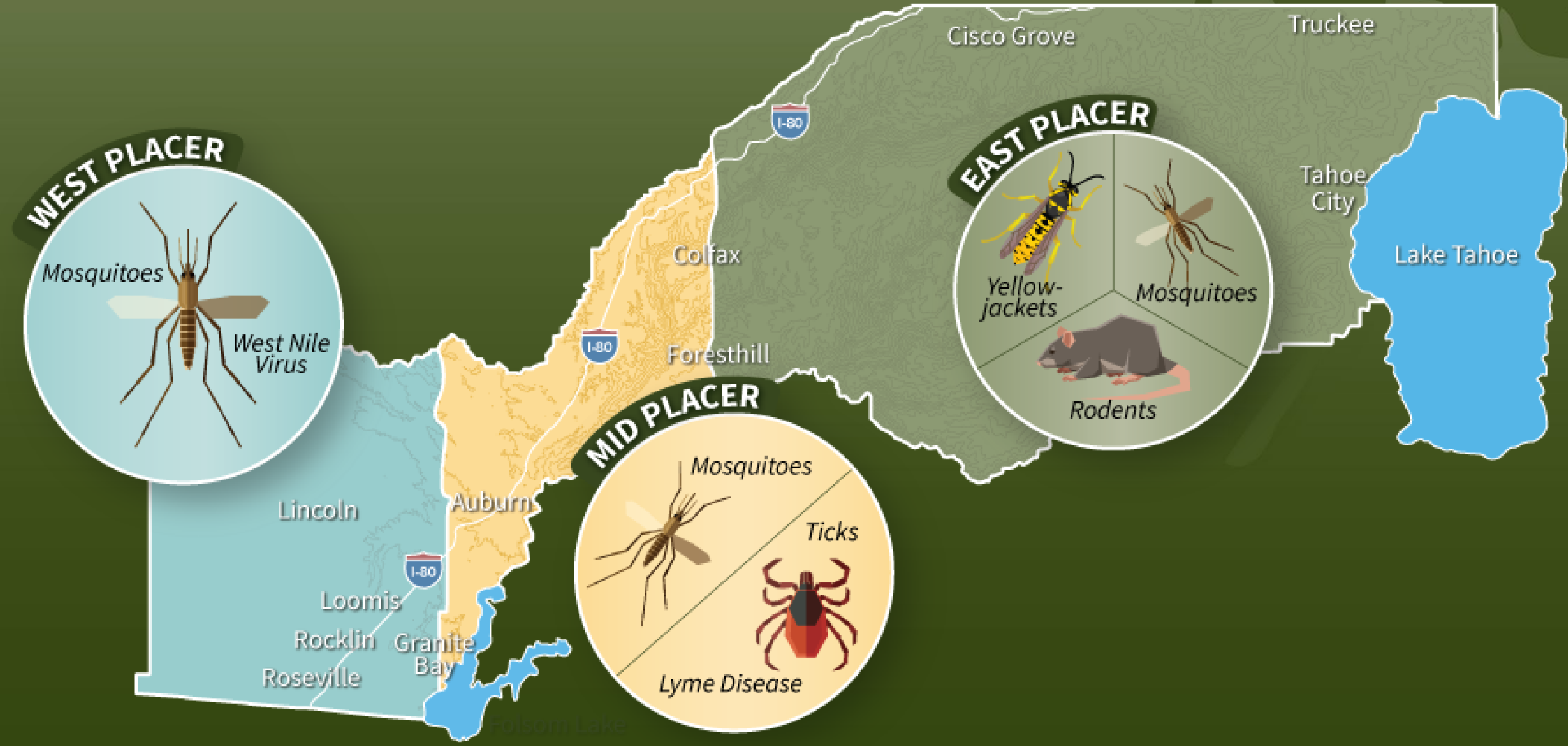


Seven-member
Board of Trustees



25 Fulltime Staff +
Seasonal Employees and
Interns

WHO WE SERVE



WHAT WE DO

Integrated Vector Management



Vector and Disease Surveillance



Chemical Control



Biological and Physical Control



Community and School Outreach



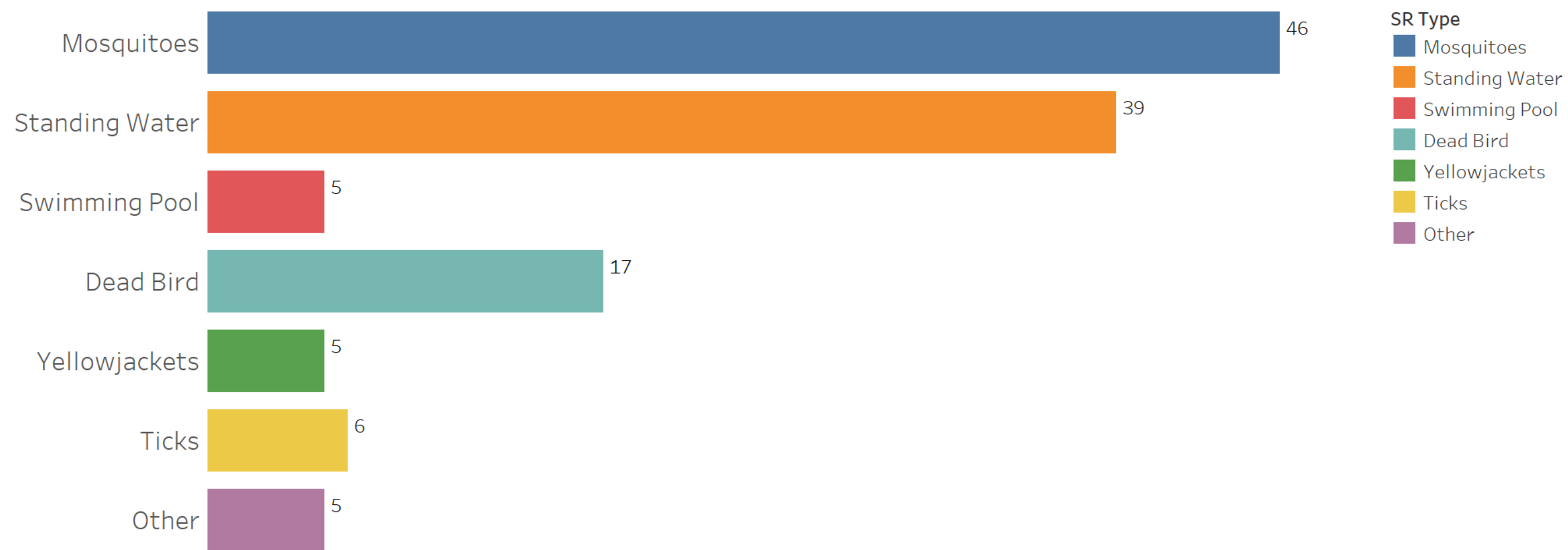
Technology and Innovation



Applied Research

PUBLIC SERVICE REQUESTS

In May 2024, a total of 123 service requests were submitted.



Report a problem at placermosquito.org/report

MOSQUITO FISH

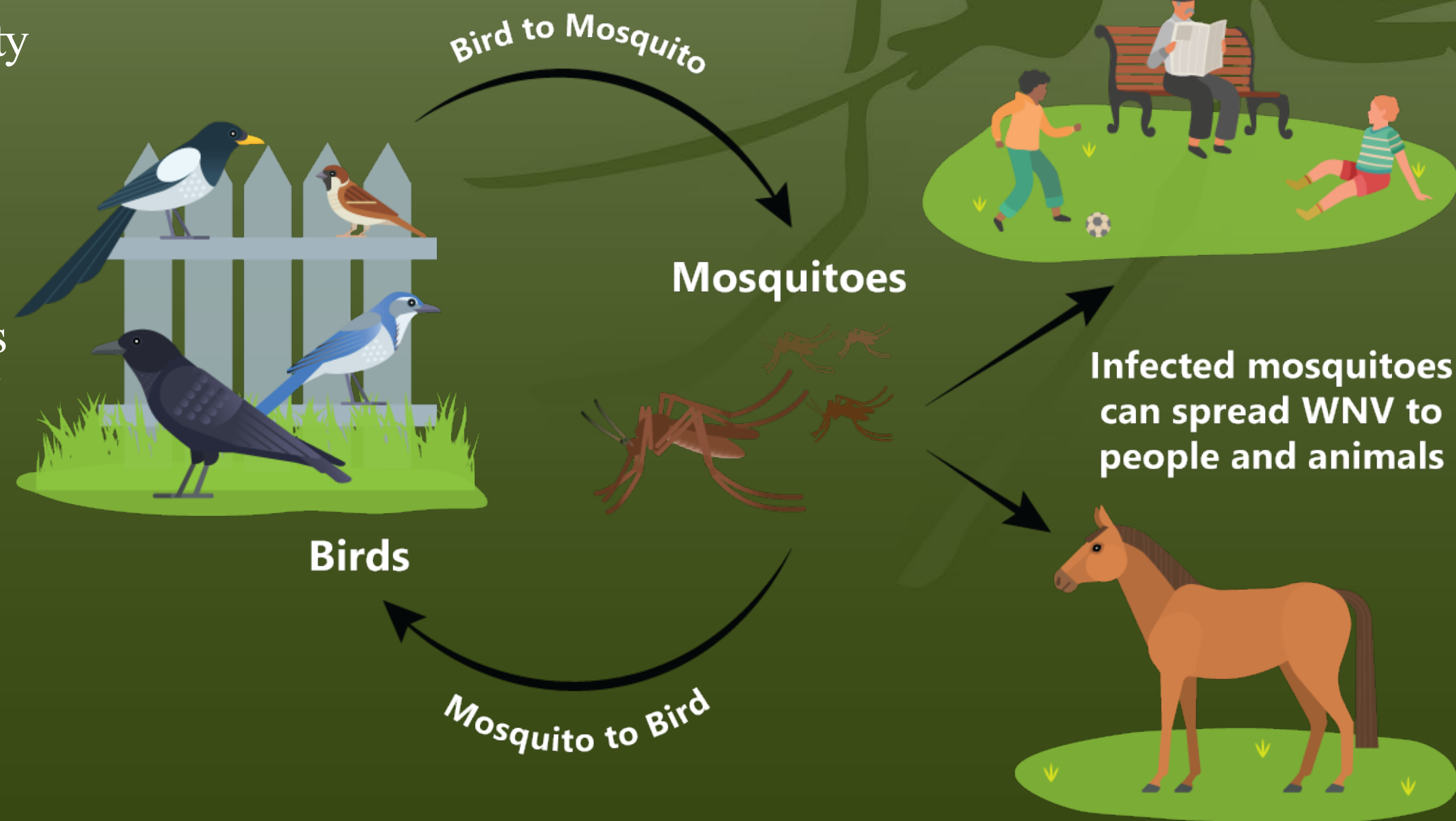
- Produced at Roseville facility
- Preventative biological control agent against mosquitoes
- Reduces larvae from contained water sources like ponds, unmaintained swimming pools and animal water troughs
- Water's condition, time of year, species of mosquito present and mosquitofish predators present affect ability for mosquitofish to thrive



Report a standing water problem at
placermosquito.org/report

WEST NILE VIRUS

- 2023 record detections in Placer County
 - 1 death
 - 6 human cases
 - 44 dead birds
 - 177 mosquito samples
 - Detected St. Louis Encephalitis virus in a mosquito, first time since 2017
- Statewide detections in 2024
 - 0 deaths
 - 0 human cases
 - 31 dead birds
 - 111 mosquito samples



INVASIVE AEADES

Invasive *Aedes* are not native to California and able to transmit Zika, dengue, chikungunya and yellow fever.

Aggressively bite during the day and lay their eggs in small containers of water.

2024 Detections

- May 31, 2024 – *Aedes aegypti* found in the Foothills Junction Neighborhood of Roseville
- June 5, 2024 - *Aedes aegypti* found in the Parker Whitney Neighborhood of Rocklin



HOW TO PROTECT YOURSELF FROM MOSQUITO BITES



Learn more at placemosquito.org/prevent

REPORT DEAD BIRDS



Found a dead bird?



Call 1-877-WNV-BIRD or report the dead bird online at westnile.ca.gov.



Using gloves, carefully place the dead bird in a plastic bag labeled “dead bird”.



Place bag in a shady area where it can be picked up by your local mosquito district.

Report dead birds at westnile.ca.gov

TICKS

The Western Black-Legged Tick is abundant in the Placer County foothills nearly year-round. This tick is the primary vector for Lyme disease in Placer County. It's important to protect yourself and your family from ticks.

- **DEFEND** yourself from ticks with an EPA-registered tick repellent.
- **DRESS PROTECTIVELY** by covering exposed skin with clothing, wearing long pants and sleeves, and tucking pant legs into socks.
- **DISCOURAGE** ticks from around your home by clearing debris and dense vegetation.
- **DO** regular tick checks for several days after being in tick habitat and shower or bathe as soon as possible after being in a tick habitat.
- **DETACH** ticks immediately using the proper technique.



SIGN UP FOR EMAILS

Subscribe to monthly district news, treatment notifications and invasive *Aedes* updates.

Sign up at placemosquito.org/treatment-updates

Select Language | f | | | | | | | | | |

West Nile Information | Invasive Mosquitoes | **Treatment Updates** | Report a Problem

Job Opportunities

PLACER MOSQUITO & VECTOR CONTROL DISTRICT

HOW DO I? | WHAT WE DO | WHO WE ARE | RESOURCES | PREVENTION INFORMATION | NEWS | CONTACT



May is Lyme Disease Awareness Month!

PLACER MOSQUITO & VECTOR CONTROL DISTRICT | TREATMENT UPDATES | placemosquito.org | (916) 380-5444

Aerial Adult Mosquito Treatment Tonight

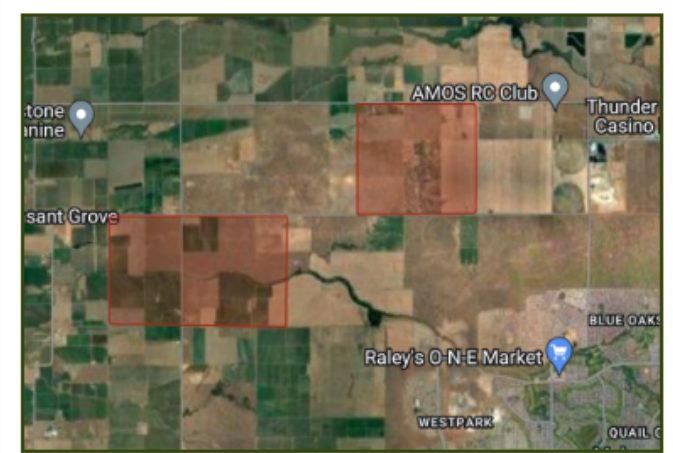
What: Adult mosquito treatment
Where: West Placer County and Sheridan
When: Thursday, September 7 between 7:30 p.m. and 12 a.m.
Why: West Nile virus positive mosquitoes and birds

Parts of west Placer County are scheduled for an aerial adulticide treatment tonight due to positive West Nile virus mosquitoes and dead birds. An EPA-registered mosquito adulticide will be applied in an ultra-low volume fog by aircraft to target adult mosquitoes.

Adult mosquito control treatments are made to prevent West Nile virus transmission to people. A number of factors including the aircraft, weather conditions, and adult mosquito and disease surveillance information must be considered for a safe and effective application.

Wind speed and direction are especially important during adult mosquito applications. The District only uses aerial mosquito control contractors who use specialized systems to allow the pilot to measure the wind and fly in a way to deliver the material into the target area. This means that sometimes the aircraft will need to fly upwind of the target area to compensate for the wind.

Click on the map below to zoom in on planned treatment areas.



QUESTIONS?



Meagan Luevano, MPPA
Public Information Officer

meaganl@placemosquito.org

916.380.5444

placemosquito.org

[@placemosquito](#)



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