

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

October 28, 2020

Regular Session: 6:00PM

The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/87307955840>

Dial in by calling one of the numbers listed below and enter the Webinar ID: 873 0795 5840

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order

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

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

3 AGENCY REPORTS

3A. Placer County Sheriff

3B. CHP

3C. CalFIRE

4 PRESENTATION

4A. Pioneer Energy – Don Eckert (Pages 4-20)

5 PUBLIC HEARING

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

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

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



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

October 28, 2020

Page 1 of 3

- 5A. **Public Hearing, Second Reading and Adoption of an Ordinance Approving a Reimbursement Agreement with Colfax Hospitality Partners LLC for Road Improvements related to the Best Western Hotel Project** (Pages 21-34)
Staff Presentation: Larry Wing, City Engineer
Recommended Action: Conduct a public hearing and by motion waive the second reading and adopt the proposed ordinance.
- 5B. **Public Hearing, Second Reading and Adoption of an Ordinance Prohibiting Smoking Within Designated Areas in the City of Colfax** (Pages 35-45)
Staff Presentation: Mick Cabral, City Attorney
Recommended Action: Conduct a public hearing and by motion waive the second reading and adopt the proposed ordinance.

6 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

- 6A. **Minutes – Regular Meeting of October 14, 2020** (Pages 46-49)
Recommendation: Approve the Minutes of the Regular Meeting of October 14, 2020.
- 6B. **Cash Summary – September 2020** (Pages 50-61)
Recommendation: Accept and File.
- 6C. **Extension of Village Oaks Tentative Subdivision Map** (Pages 62-68)
Recommendation: Approve Resolution __-2020 extending the Village Oaks Vesting Tentative Subdivision Map for 12 months to February 14, 2022.
- 6D. **CalOES Grant Generator Project Management Contract – Wood Rogers** (Pages 69-86)
Recommendation: Approve Resolution __-2020 authorizing the City Manager to enter into an agreement with Wood Rogers for CalOES Grant Generator Project Management in an amount not to exceed \$25,450.
- 6E. **Amendment to Agreement for Consulting Services with GHD Inc. for Topographic Surveying Services for the Community Development Block Grant Pavement Rehabilitation Project** (Pages 87-99)
Recommendation: Adopt Resolution __-2020 authorizing the City Manager to Amend the Agreement for Consultant Services with GHD Inc. for Topographic Surveying Services associated with the future Community Development Block Grant Pavement Rehabilitation Project in the amount of \$5,850.00 for a total not to exceed amount of \$35,462.00.

7 PUBLIC COMMENT

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



8 COUNCIL AND STAFF

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

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

8B. **City Operations Update – City Manager**

9 COUNCIL BUSINESS

9A. **Vegetation Ordinance Outreach** (Page 100)

Staff Presentation: Brian Eagan, Battalion Chief

Recommended Action: Informational Only.

9B. **99 Railroad Street Rent Waiver – Rainbow Music** (Pages 101-103)

Staff Presentation: Wes Heathcock, City Manager

Recommended Action: Discuss and consider adopting Resolution __-2020 authorizing the City Manager to waive the Rainbow Music rent at 99 Railroad Street (Pullman Railcar) for the months of August through December 2020.

9C. **Blue Centerline on Culver Street** (Page 104)

Staff Presentation: Wes Heathcock, City Manager

Recommended Action: Discuss and provide direction to staff on adding a blue centerline on Culver Street in conjunction with the Road Improvement Project.

9D. **Letter to Placer County – PCSO Contract Negotiations** (Page 105)

Staff Presentation: Wes Heathcock, City Manager

Recommended Action: Discuss and provide direction to staff on the development of a letter to Placer County regarding the PCSO Contract Negotiations.

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

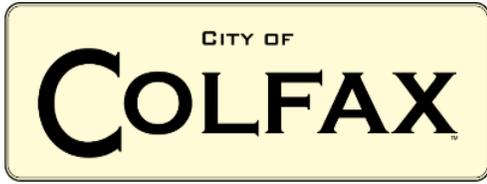
I, Jaclyn Collier, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.



Jaclyn Collier, City Clerk

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





Expansion Overview and Update

Colfax City Council Meeting
October 28, 2020

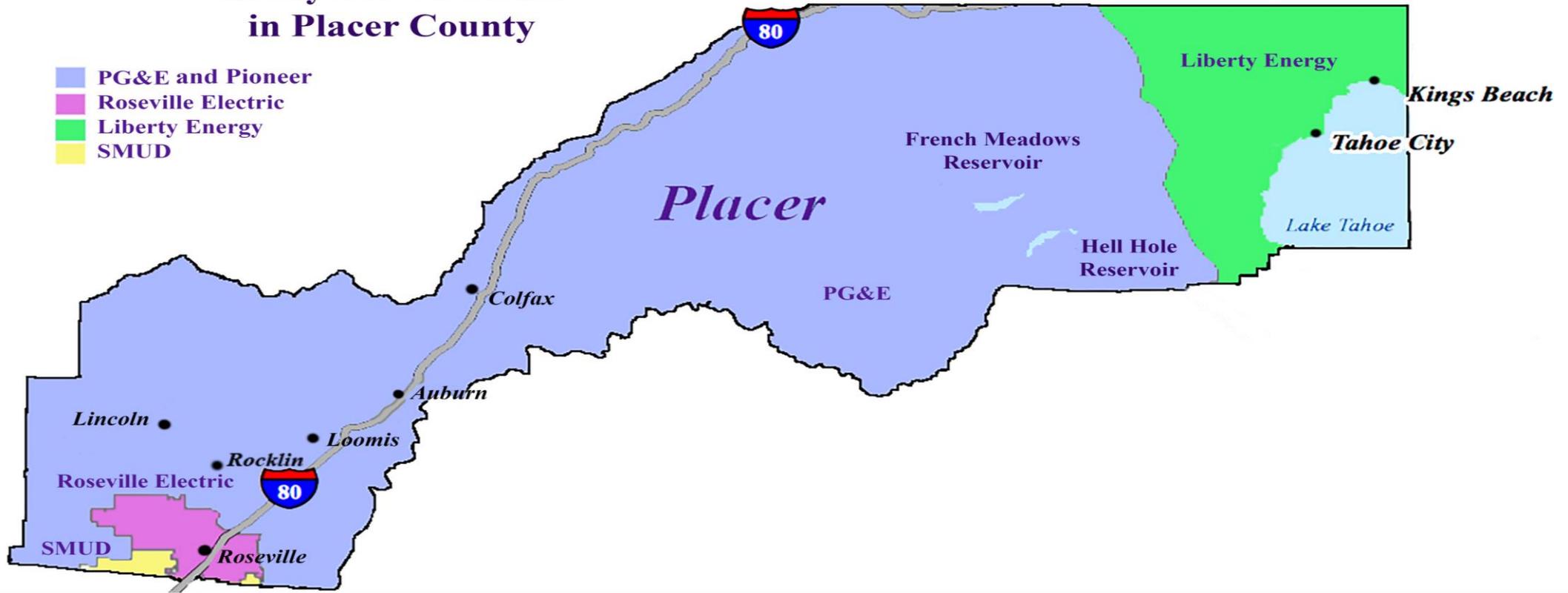


Who we are

- Community Choice Aggregator – authorized by law to provide power for the communities it serves
- Joint Powers Authority representing Loomis, Auburn, Rocklin, Colfax, Lincoln and Unincorporated Placer County
- Not-for-profit local government agency

Where we are

Utility Service Areas in Placer County



What we do

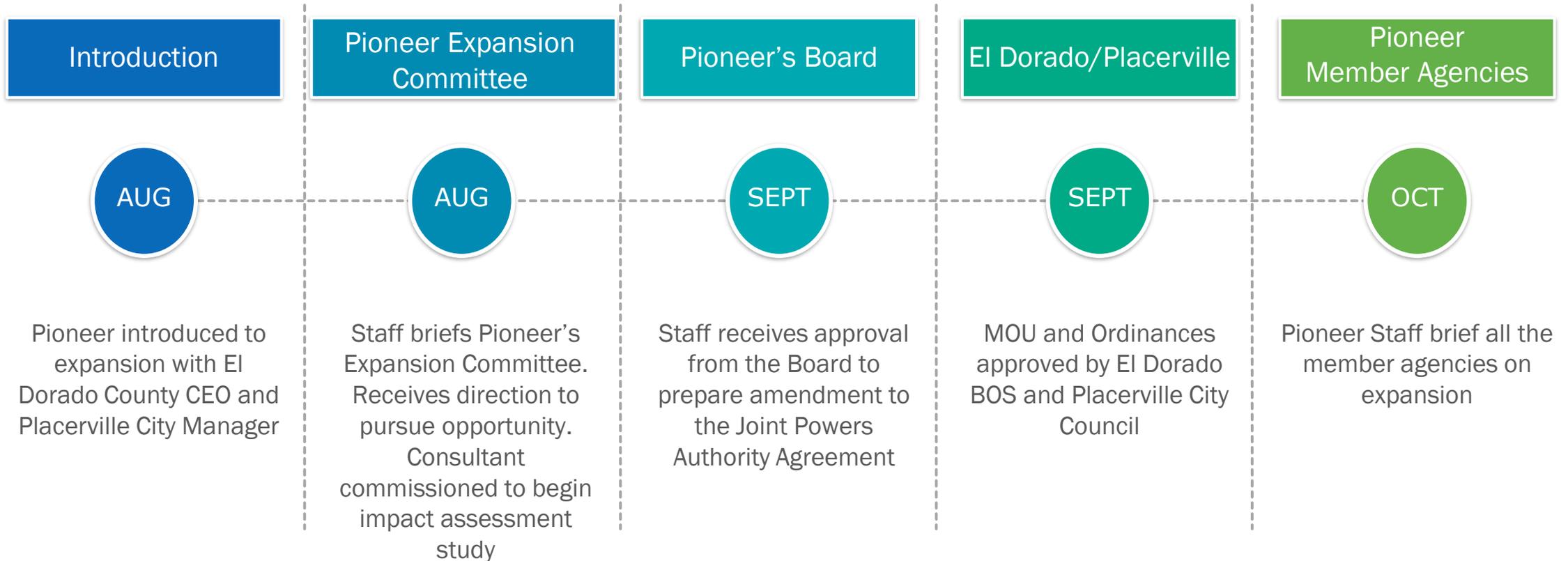
- Provide electricity to over 93,000 residential, commercial, industrial and agricultural customers
- Provide local control over rates, power supply mix and energy programs consistent with local community goals
- Serves as an advocate for our customers to the CPUC and Legislature

Benefits from Pioneer

COLFAX CUSTOMERS THAT SAVED*	SAVINGS
All Colfax Customers	\$320,175
Residential Customers	\$141,911
Average Annual Savings - Like getting two months electricity FREE!	\$99
Commercial Customers	\$177,266
Average Annual Savings - Small Commercial	\$180
Average Annual Savings - Medium Commercial	\$2,350
Average Annual Savings - Large Commercial	\$2,704
Other Colfax Customers	\$998
Money / credit received by 2 Net Energy Metering solar customers for extra electricity generated	\$103

*Savings reflect February 2018 through June 2020 time period.

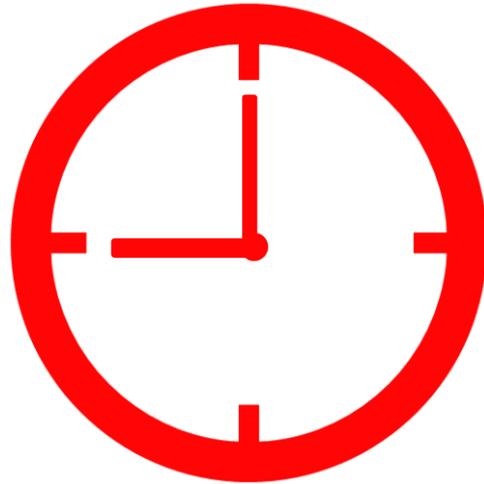
Expansion Opportunity



What's in it for El Dorado County and the City of Placerville?



Start-Up
Capital



Time



Knowledge

What's in it for Pioneer?



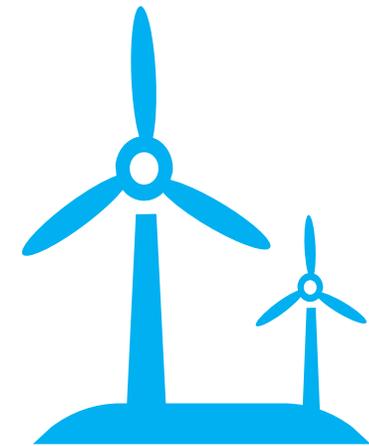
Stable and Competitive Rates



Ability to invest in jobs

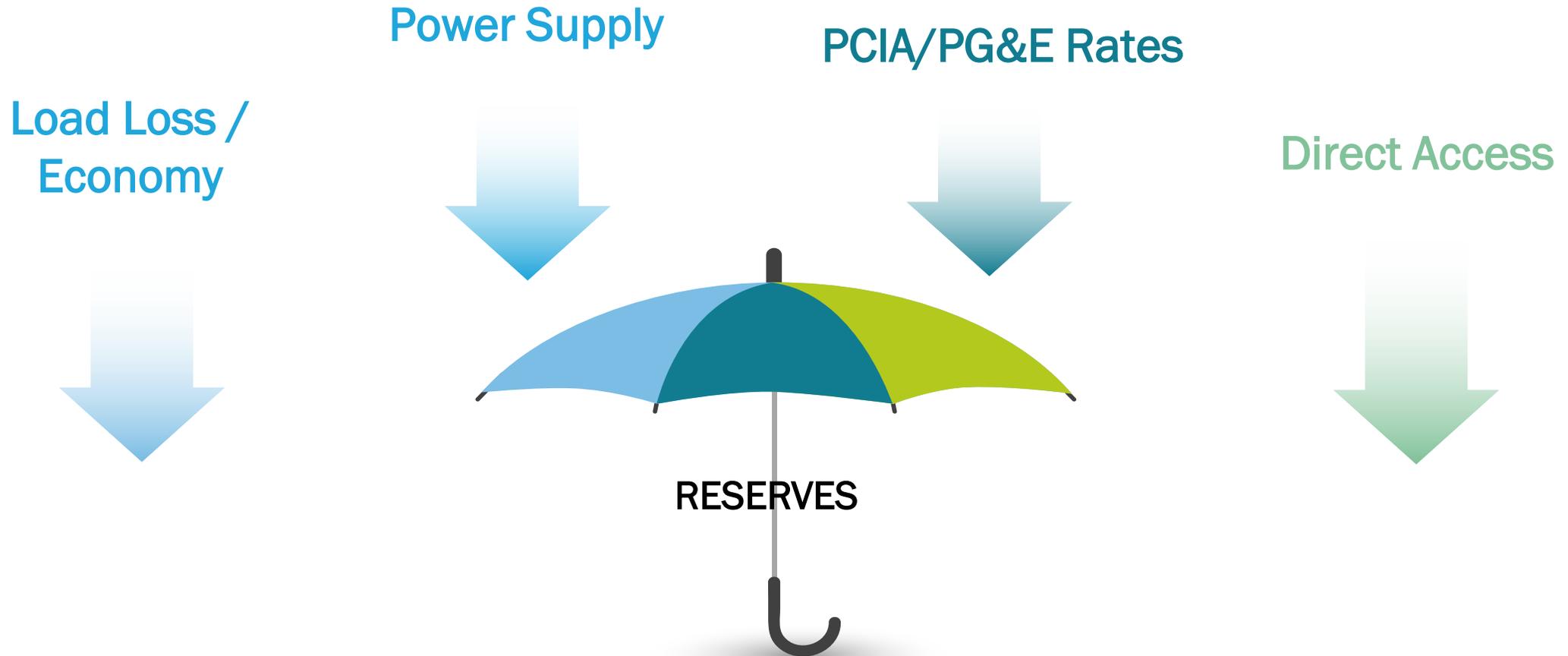


More Influence on Leg/Reg

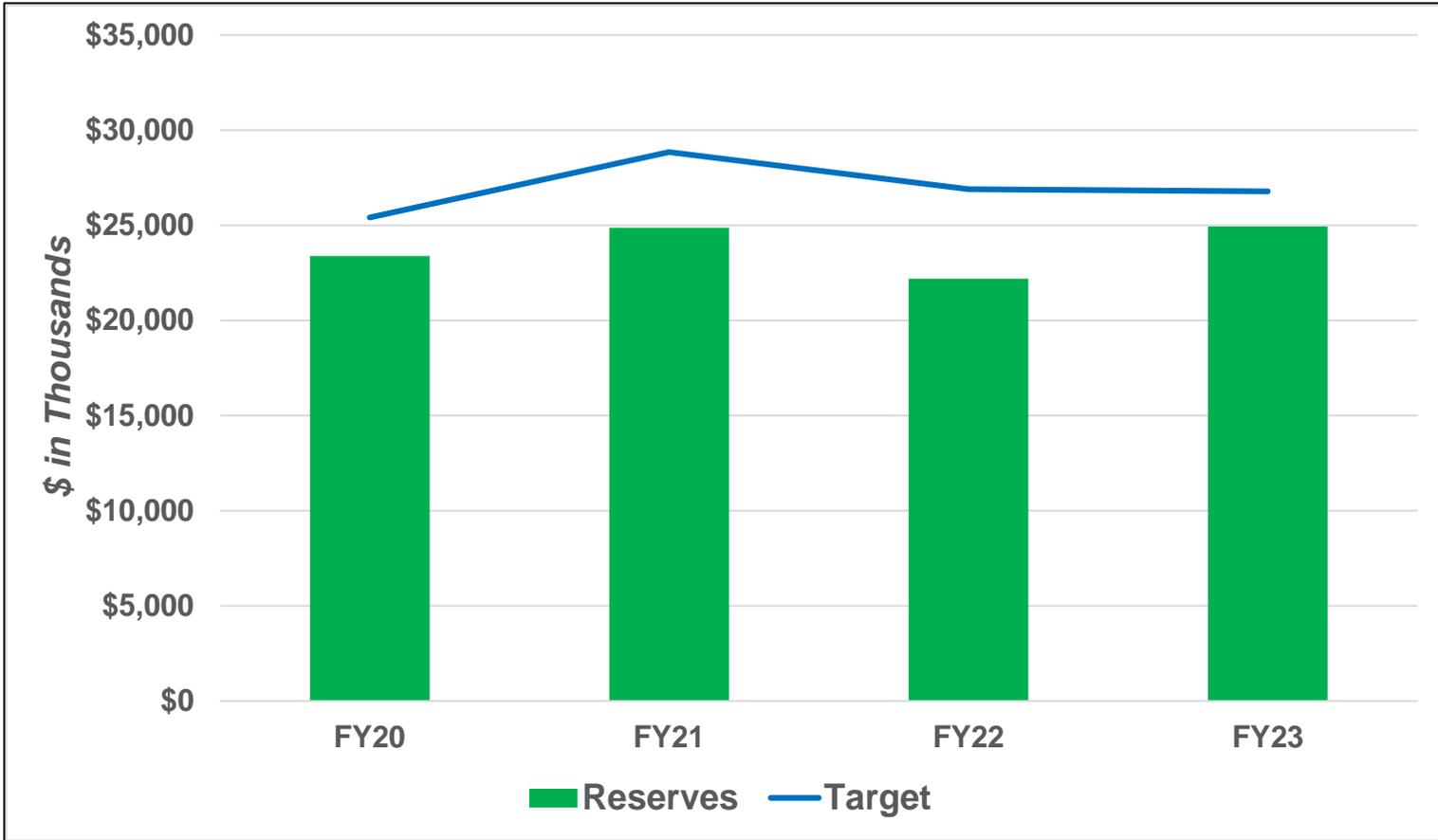


Power Supply Options

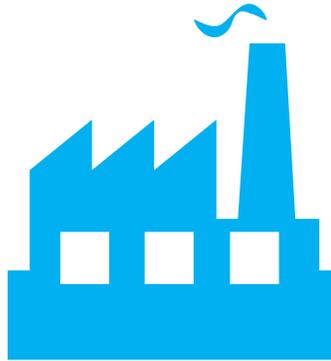
Risk to Rates



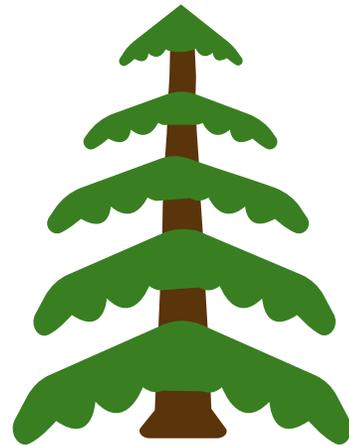
Reserves not at Target



Value for Colfax



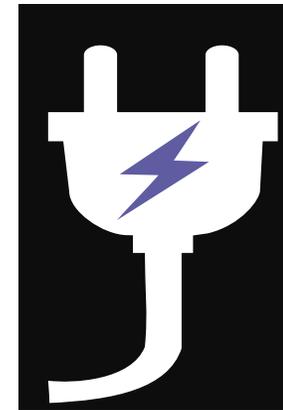
Economic Development
Rates



Biomass Projects



Pay Down Debt
Ahead of Schedule



PSPS Mitigation

Governance



Pioneer currently has a 7
Member Board

1 each from the Cities/Town
2 for the County

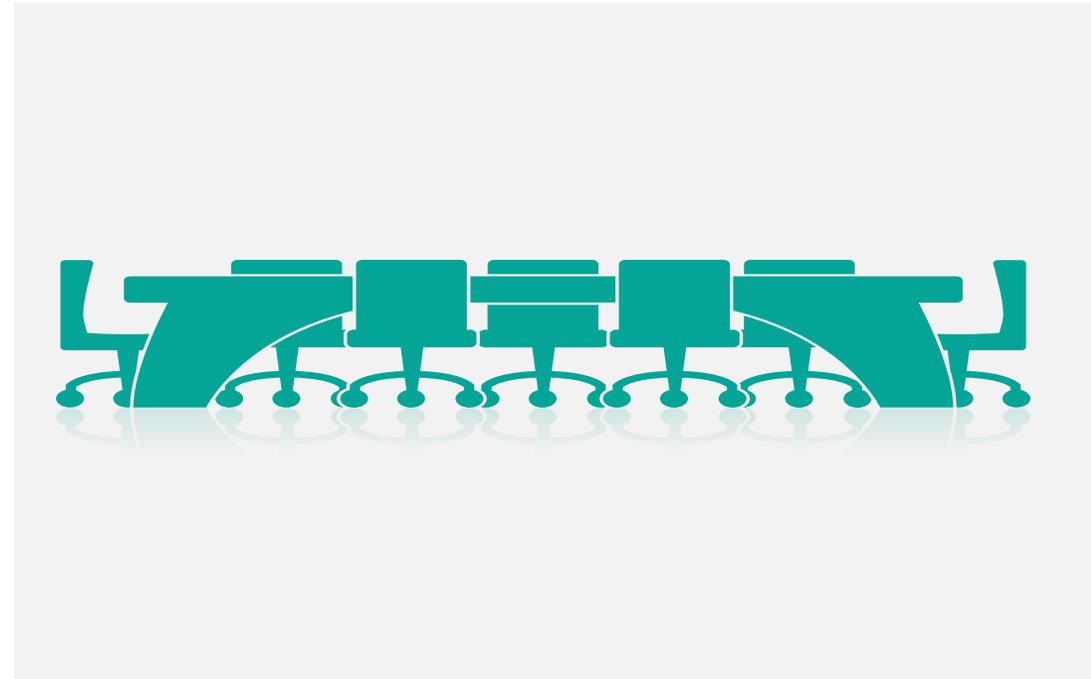


El Dorado County and City of
Placerville will have 1
Member each

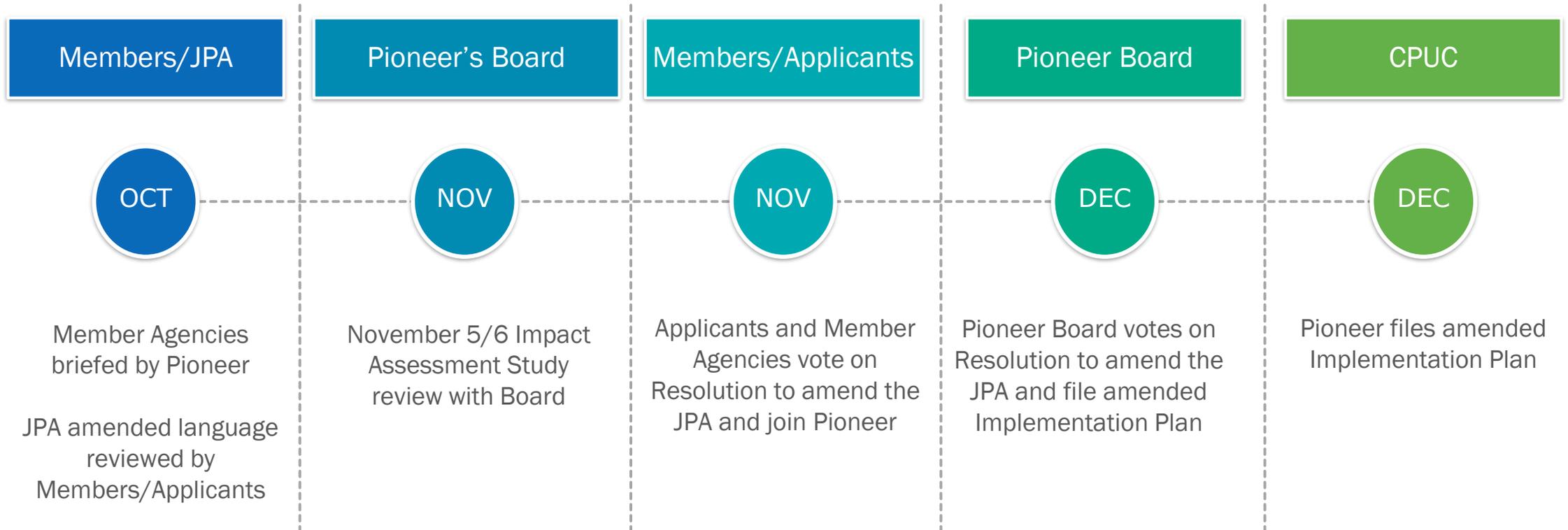
New Board count would be 9



Critical to expand with like-
minded areas



Moving Forward



Recommendation

If the impact assessment study is:

- **Favorable** - Pioneer requests your support for amending the Pioneer JPA at your next City Council meeting
- **Unfavorable** - We suspend the process and reconsider next year

Thank You!

2510 Warren Drive, Suite B

Rocklin, CA 95677

Pioneercommunityenergy.ca.gov

Don.Eckert@pioneercommunityenergy.ca.gov

(916) 251-8575

COUNTY OF EL DORADO

330 Fair Lane
Placerville, CA 95667
(530) 621-5390
(530) 622-3645 Fax



October 12, 2020

Mr. Don Eckert
Executive Director
Pioneer Community Energy
2510 Warren Dr., Suite B.
Rocklin, CA 95677

Dear Mr. Eckert,

We are writing to express our enthusiasm at the prospect of the County of El Dorado joining Pioneer Community Energy. Always open to new approaches to cost savings and efficiencies in electrical service for residential and commercial customers alike, we have considered various ways of providing those savings to the county's people and businesses.

As you know, one of the avenues we have explored was bringing the Sacramento Municipal Utility District to El Dorado County, but this effort was fruitless. However, we are encouraged by the progress to date in advancing our participation in the Pioneer Community Energy Community Choice Aggregation.

We have studied your proposals and while we are awaiting the final fiscal impact studies, we have seen the results you have created in other local jurisdictions. And your September 29th presentation to our Board of Supervisors was well received by the Board of Supervisors and the community. Throughout this process, you and your staff have been forthcoming with information and open to questions.

We welcome the opportunity to proceed with this new partnership, which would be further enhanced by the City of Placerville also joining Pioneer. We are prepared to assist the process however we can, and we await whatever questions you may have, as well as your guidance as to next steps.

Sincerely,

Brian Veerkamp
Chair, Board of Supervisors

Don Ashton
Chief Administrative Officer



City of Placerville

3101 Center Street
Placerville, California 95667
(530) 642-5200
Fax: (530) 642-5538

Don Eckert, Executive Director
Pioneer Community Energy
2510 Warren Dr., Suite B
Rocklin, CA 95677

Executive Director Eckert:

On behalf of the City of Placerville, we are writing to express our appreciation and excitement for the opportunity to join Pioneer Community Energy. We have been searching for solutions to provide more efficient, reliable electrical services to our citizens and businesses in Placerville. Over the past 2 years we have explored several different options, including reaching out to Sacramento Municipal Utility District and other Community Choice Aggregation Joint Powers Authorities. Each of these have presented opportunities for the City but did not prove acceptable to both parties.

At this time we are extremely excited with the progress and opportunity that has been presented through our investigation into Pioneer Community Energy. Pioneer Community Energy Staff have been extremely helpful in providing information and assisting us with this process. We eagerly await the final studies and process and the opportunity to join Pioneer Community Energy.

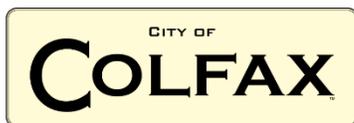
In reviewing Pioneer Community Energy's primary goals of Competitive Rates and Local control, we feel these are exactly what the City of Placerville is working toward, and we look forward to supporting and assisting the existing Joint Powers Authority Membership in achieving these goals. We feel that the addition of the City of Placerville and El Dorado County will strengthen the competitiveness of Pioneer Community Energy through additional energy purchases to support our communities.

We thank you for your support and interest in bringing the City of Placerville and El Dorado County into Pioneer Community Energy. If you have any questions please feel free to contact us.

Sincerely,

M. Cleve Morris
City Manager

Michael Saragosa
Mayor



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Public Hearing, Second Reading and Adoption of an Ordinance Approving a Reimbursement Agreement with Colfax Hospitality Partners LLC for Road Improvements related to the Best Western Hotel Project

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$104,000	Fund(s): 210 (Road Mitigation)
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RECOMMENDED ACTION: Conduct a public hearing and by motion waive the second reading and adopt the proposed ordinance.

Summary/Background

The proposed ordinance was introduced, the first reading was waived, and a public hearing and adoption were scheduled for the October 28, 2020 meeting. Council asked staff to modify Section 3.1(b) of the Reimbursement Agreement to read “Developer shall construct or cause to be constructed the Road Improvements in accordance with the design thereof provided by the City and in compliance with all applicable laws, rules, regulations and building codes and standards. In conjunction therewith, the City shall ... (b) approve all designs, plans, specifications, and/or drawings for the Road Improvements that meet City requirements and”. That change has been incorporated into the Reimbursement Agreement.

With the exception of urgency ordinances, ordinances may only be adopted at a regular Council meeting, and no ordinance may be passed within five days of its introduction. Two readings are thus required: one to introduce the ordinance and a second to adopt it. All ordinances must be read in full either at the time of introduction or at the time of passage unless the Council adopts a motion waiving the reading. Public hearings customarily precede ordinance adoption. Ordinances usually become effective 30 days after adoption.

Staff recommends that the Council conduct the public hearing as scheduled. Once the public hearing is closed, staff recommends that the Council, by motion, waive the second reading and adopt the ordinance.

The remainder of this staff report reiterates the October 14 staff report.

On June 13, 2018, the City Council adopted Resolution 43-2018 whereby it approved a mitigated negative declaration, design review DRP-2017-03 and site plan for a Best Western Hotel on South Auburn Street in the City (the “Project”). The conditions of Project approval impose upon the Developer a requirement that improvements installed by the Developer for the benefit of the Project must contain supplemental size, capacity, number, or length for the benefit of the public (the “Road Improvements”) and that the Road Improvements be dedicated to the public. In this case, the Road Improvements that are the City’s responsibility, but which the Developer’s contractor will install, consist of removal of the existing paving and installation of new aggregate base and asphalt concrete pavement on the northbound lane of So. Auburn Street and the westbound lane of Whitcomb Avenue adjacent to the Developer’s project.

The California Planning and Land Use law (Government Code Sections 66485-66489) allows the City to require a Developer, as a condition of project approval, to install public improvements in connection with construction of a project that exceed the size, capacity, number or length required to serve the project. When, as

here, the City imposes a condition of that nature, it is required to enter into an agreement to reimburse the Developer for that portion of the cost of the improvements that exceeds the cost of improvements required for the development. That is the purpose for this Reimbursement Agreement.

Imposition of the requirement to install public improvements in excess of those required to serve the Project must be pursuant to local ordinance. That is why this Reimbursement Agreement is presented as an ordinance and not by resolution. Like all City ordinances, the proposed ordinance must be introduced at one regular meeting and adopted at a subsequent regular meeting.

The estimated cost of the public improvements that are the City's responsibility is \$86,400. Staff recommends including a 20% contingency and that the Council authorize expending no more than \$104,000.00 for the Road Improvements. All Road Improvements must be constructed in accordance with the City's applicable standards, must pass City inspections and will include the customary one-year warranty.

Staff will be available to answer any questions and provide additional information.

Fiscal Impacts

The project meets the intent and purpose of the mitigation fee study, therefore, the maximum reimbursement will be \$104,000 funded from Road Mitigation Fund 210.

Attachments:

1. Draft ordinance
2. Reimbursement agreement, as modified

Attachment 1

CITY OF COLFAX

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COLFAX APPROVING A REIMBURSEMENT BETWEEN THE CITY OF COLFAX AND COLFAX HOSPITALITY PARTNERS, LLC

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

Section 1:

The ordinance approving a reimbursement agreement between the City of Colfax and Colfax Hospitality Partners for constructing various public road improvements as a condition of their Best Western development is attached hereto as Exhibit A, which is incorporated herein by this reference.

Section 2. Superceding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal 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 the final judgment of any court of competent jurisdiction, such 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 (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 or 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 exemptions provided by Senate Bill 94, and within the "common sense" CEQA exemption provided in 14 CCR

Attachment 1

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.

Section 5. Effective Date

This Ordinance, and all of its provisions, shall take effect thirty (30) days after its adoption and 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 held on the 14th day of October, 2020, and passed and adopted at a duly held regular meeting of the City Council held on the 28th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Marnie Mendoza, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Jaclyn Collier
City Clerk

Exhibit A**CITY OF COLFAX****ORDINANCE NO. ____****AN ORDINANCE OF THE CITY OF COLFAX APPROVING A REIMBURSEMENT BETWEEN THE CITY OF COLFAX AND COLFAX HOSPITALITY PARTNERS, LLC****Purpose and Intent**

The purpose of this Ordinance is to approve a reimbursement agreement between the City of Colfax (“City”) and Colfax Hospitality Partners, LLC (“Developer”) whereby the City will reimburse the Developer for Developer constructing certain road improvements of supplemental size, capacity, number, or length for the benefit of property not within the development approved by City Resolution No. 43-2018 (the “Project”). The road improvements were imposed by City upon Developer as a condition to development of the Project and will be dedicated to the public.

Approval of Reimbursement Agreement

The City, having imposed upon the Developer as a condition of Project approval the requirement that the Developer construct certain road improvements of supplemental size, capacity, number, or length for the benefit of property not within the Project, and the City Council having found that the attached Agreement and the imposition of said conditions to be compliant with California Government Code Sections 66485 through 66489, inclusive, the City Council hereby (a) approves the attached Agreement, (b) authorizes the City Manager to execute said Agreement for and on behalf of the City, (c) authorizes the City Manager or his designee to reimburse the Developer in accordance with the terms of the attached Agreement, and (d) authorizes the City Manager or his designee to appropriate, encumber and expend all funds necessary to comply with the terms of said Agreement .

Attachment 2**REIMBURSEMENT AGREEMENT
(Best Western Hotel / Colfax Hospitality Partners)****1. PARTIES AND DATE**

This Agreement is made this ___ day of _____, 2020 (the “Effective Date”) by and between the City of Colfax, a municipal corporation and general law city (“City”) and Colfax Hospitality Partners, LLC, a California Limited Liability Company (“Developer”). The City and Developer may be referred to individually as a “Party” and collectively as the “Parties”.

2. RECITALS

2.1 On June 13, 2018, the City Council adopted its Resolution 43-2018 whereby it approved a mitigated negative declaration, design review DRP-2017-03 and site plan for a Best Western Hotel on South Auburn Street in the City (the “Project”).

2.2 The conditions of Project approval impose upon the Developer a requirement that improvements installed by the Developer for the benefit of the Project shall contain supplemental size, capacity, number, or length for the benefit of property not within the development (the “Road Improvements”) and that the Road Improvements be dedicated to the public. ; The Road Improvements include removal of the existing paving and installation of new aggregate base and asphalt concrete pavement on the northbound lane of So. Auburn Street and the westbound lane of Whitcomb Avenue adjacent to Developer’s project.

2.3 Developer is willing to construct and install the Road Improvements and to advance all of the costs of bonding, financing, constructing, installing, managing, inspecting and completing the Road Improvements, subject to complete reimbursement therefor from the City in accordance with this Agreement.

2.4 The City has found that this Agreement is compliant with California Government Code Sections 66485 through 66489, inclusive, and a proper agreement for reimbursing the Developer.

3. AGREEMENT

3.1 Construction of the Road Improvements. Developer shall construct or cause to be constructed the Road Improvements in accordance with the design thereof provided by the City and in compliance with all applicable laws, rules, regulations and building codes and standards. In conjunction therewith, the City shall (a) provide to Developer all ingress, egress, access, and use rights with respect to all property that is reasonably necessary for the construction and installation of the Road Improvements, and (b) approve all designs, plans, specifications, and/or drawings for the Road Improvements that meet City requirements and (c) provide all such items and any other necessary

Attachment 2

documents to Developer, all as is necessary for Developer to construct and install the Road Improvements. Developer shall (i) construct and install the Road Improvements in accordance with the City's plans, drawings, specifications, and designs therefor, and (ii) advance all costs for, finance, bond, construct, install, manage, inspect and complete the Road Improvements as required by the City. Subject to the Force Majeure provisions of this Agreement, or except as otherwise agreed to by the Parties, Developer shall complete the construction and installation of the Road Improvements, including punch-list items.

3.2 Basis for Reimbursable Costs: The City will reimburse Developer for 100% of Developer's actual costs for the Road Improvements. Developer shall provide to the City such information and documentation as is reasonably necessary and appropriate to substantiate Developer's Reimbursable Costs as defined hereunder. Design changes, if any, requested by the City will be the financial responsibility of the City.

3.3 Reimbursable Costs: A good faith estimate has been prepared to estimate the cost of constructing and installing the Road Improvements, and all related costs and expenses that Developer and the City anticipate will be incurred in bonding, financing, constructing, installing, managing, inspecting and completing the Road Improvements (the "Estimate"), which reflects a total cost not to exceed \$104,000. The Parties understand and agree that the Estimate is only an estimate, and that the actual costs to install and construct the Road Improvements, and related costs, may differ from the Estimate due to various factors, including any instructions the City gives Developer or unanticipated conditions such as weather delays or other Force Majeure events. The City shall reimburse Developer for (a) all actual costs Developer incurs to construct and install the Road Improvements, and all related actual costs and expenses that Developer incurs, including bonding, financing, constructing, installing, managing, inspecting and completing the Road Improvements, up to the aggregate amount of the Estimate; and (b) all actual aggregate costs that Developer incurs to construct and install the Road Improvements in excess of the Estimate that arise out of, result from, or are caused by any events or circumstances other than those within Developer's control or by any person or entity other than Developer.

3.4 Method of Reimbursement. City shall reimburse the Developer for the actual cost of installing the Road Improvements in a single lump sum payment upon completion of final inspection and approval of Developer's construction and installation of the Road Improvements.

3.5 Inspections.

(a) During Construction. During Developer's installation and construction of the Road Improvements, the City shall have the right to inspect such work as is customary and appropriate for such work to ensure compliance with the approved plans and specifications. The City shall promptly and in good faith perform all inspections and approvals required of it under this Agreement. All inspection fees shall be waived for inspections of the Road Improvements. In addition, Developer shall be responsible for timely arranging any inspections and/or obtaining any approvals required by any

Attachment 2

applicable laws or regulations of the Road Improvements by any governmental agency or body other than the City, and for complying with any directives, conditions, or orders from such agencies with respect to the Road Improvements (all of the costs of which shall be included in Developer's Reimbursable Costs).

(b). Upon Completion. When Developer considers its installation and construction of the Road Improvements complete and in substantial accordance with the applicable plans and specifications, Developer shall notify the City in writing ("Developer's Completion Notice"). Within ten (10) days after the City receives Developer's Completion Notice, the Parties shall conduct a joint inspection and walk-through of the Road Improvements (the "First Completion Inspection").

i. If, after the First Completion Inspection, the City determines that the Road Improvements are complete and in accordance with the applicable plans and specifications, the City shall promptly provide Developer with written notice (the "Notice of Completion") to that effect. The Notice of Completion shall constitute the City's agreement that Developer has completely installed and constructed all of the Road Improvements in accordance with the applicable plans and specifications, and that Developer has fulfilled and met all of its obligations hereunder with respect to the installation and construction of the Road Improvements.

ii. If, after the First Completion Inspection, the City determines that the Road Improvements are not complete and/or are not in accordance with the applicable plans and specifications, the City shall notify Developer in writing, by no later than ten (10) days after the First Completion Inspection, of each reason for the City's determination and what, in the City's view, must be done to complete and/or correct such items (the "Punch List Notice"). The City shall be deemed to have accepted as complete all items or components of the Road Improvements not set forth in the Punch List Notice. Developer shall, within ten (10) days after receiving the Punch List Notice, notify the City in writing of any objection by Developer to any item(s) set forth therein and the reasons for Developer's objection. The Parties shall attempt in good faith to resolve Developer's objections through negotiation. If the Parties have not resolved all of Developer's objections within ten (10) days after the City receives such objections, the Parties shall, on the request of either Party, submit the disputed objections to the dispute resolution procedures set forth hereinafter.

iii. Developer shall correct or complete all items in the Punch List Notice, except for those that are subsequently determined, either by the Parties' agreement or through the dispute resolution process, not to require any correction or completion. Upon Developer's completion of all such items, Developer shall notify the City in writing of such completion ("Developer's Punch List Completion Notice"). Within five (5) days after the City receives Developer's Punch List Completion Notice, the Parties shall conduct a joint inspection and walk-through of the punch list items (the "Final Completion Inspection"). The Final Completion Inspection shall be limited to those items from the Punch List Notice that Developer must complete or correct and shall be further limited to whether Developer satisfactorily completed all work or tasks that

Attachment 2

either the Punch List Notice stated must be performed for those items to which Developer did not object, or that it was determined Developer would perform for those items to which Developer objected. Unless the City determines that Developer has not adequately completed all punch list items as required hereunder, the City, within five (5) days after the Final Completion Inspection, shall issue to Developer the Notice of Completion. Any dispute between the Parties with respect to Developer's completion of such items shall, if not resolved by the Parties within five (5) days after the Final Completion Inspection, be submitted, at the request of either Party, to the dispute resolution process set forth hereinafter.

3.6 Indemnity and Insurance

(a) Developer shall, at Developer's sole cost and expense, defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to Developer's performance of this Agreement, whether or not such liability, loss, damage, injury or death result from the negligence of Developer or Developer's agents.

(b) Developer shall require all persons doing work on the Road Improvements, including its contractors and subcontractors, to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to City.

i. Commercial General Liability Insurance. Occurrence basis commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 (or as otherwise approved, in writing, by the City) per occurrence shall be maintained. If such insurance contains a general limit, that limit shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

A. Name City, its officials, officers, employees and agents as insured by endorsements with respect to performance of this Agreement. The Coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured.

B. Be primary with respect to any insurance or self-insurance programs covering City, its officials, officers, employees or agents.

C. Contain standard separation of insured provisions.

ii. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident shall be maintained. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall contain the provisions set forth above.

Attachment 2

iii. Worker's Compensation Insurance. Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 each accident shall be maintained.

iv. Other Insurance Requirements. Developer shall:

A. Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance which shall clearly evidence all insurance required in this Section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to City.

B. Provide to City certified copies of endorsements and policies if requested by City, and properly executed certificates of insurance evidencing the insurance required herein.

C. Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to completion and acceptance of the Road Improvements.

D. Maintain all insurance required herein from the time of execution of this Agreement until the acceptance of the Road Improvements.

E. Place all insurance required herein with insurers licensed to do business in California.

3.7 Compliance with Applicable Laws. Developer shall insure that all work performed on the Road Improvements is performed in a manner which complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of the City, as these rules and regulations may be modified or changed from time to time.

3.8 Contractor Licenses. All work performed on the Road Improvements shall be done only by contractors licensed in the State of California and qualified to perform the type of work required and comply with the Business License Ordinance of the City.

3.9 Acceptance of Work. Upon completion of the Road Improvements to the satisfaction of City, the Road Improvements shall be presented to the City for dedication and acceptance and for authorization to file a Notice of Completion. The City may accept the Road Improvements if it determines that the improvements were constructed in substantial accordance with the approved plans, specifications and contract documents that they operate satisfactorily, and that all other requirements of this Agreement have been satisfied. Immediately upon, and as a condition of the expiration of the guarantee period set forth in this Agreement, Developer shall assign to City all of Developer's rights and remedies, including warranties, as set forth in the approved contract

Attachment 2

documents, to the extent assignable, and thereafter City shall have the same recourse under said contract documents that City would have had if City itself had engaged Developer’s contractor to construct the Road Improvements.

3.10 Liability for Work Prior to Formal Acceptance. Until the City has formally accepted the Road Improvements, Developer shall be solely responsible for all damage to the work, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the sole active negligence of City, its agent or employees.

3.11 Guarantee Developer shall guarantee all work and materials for the Road Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of formal acceptance of the work by City. Developer shall repair or remove and replace and all such work, together with any other work which may be displaced in so doing, this is found to be defective in workmanship or materials within the one (1) year period. In the event Developer fails to comply with the above-mentioned provisions within thirty (30) days after being notified in writing (or, in cases of emergency, immediately) City shall be authorized to proceed to have the defects remedied and made. Such action by City will not relieve Developer of the guarantee required by this section. This section shall not in any way limit the liability of Developer or any other party for any design or construction defects in the work subsequently discovered by City.

3.12 Record Drawings. Prior to acceptance of the Road Improvements by the City, Developer shall provide City with one mylar copy of record drawings with certifications by a licensed engineer in the State of California as to accuracy and completeness. Developer shall be solely responsible and liable for ensuring the completeness and accuracy of the record drawings.

3.13 Ownership of the Improvements. From and after acceptance of the improvements by formal action of the City and payment for such improvements, ownership of the improvements shall be vested exclusively in City.

3.14 Notice. Any notices required or desired to be sent pursuant to this Agreement shall be address as follows:

CITY:

Wes Heathcock
City Manager
City of Colfax
P.O. Box 702
33 South Main Street
Colfax, CA 95713

DEVELOPER:

Colfax Hospitality Partners LLC
Sukhwinder Bhangu
2649 Giorno Way
El Dorado Hills, CA 95762

Attachment 2

3.15 Termination. In the event that Developer defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement, but only in accordance with following provisions. The City shall provide written notice to Developer that sets forth the basis for the City's determination that Developer has defaulted or breached the Agreement. Developer shall have five (5) days after the date of the City's notice to notify the City in writing either (i) that Developer disputes the City's allegation of a default or breach, or (ii) that Developer will cure the alleged default or breach, in which case Developer will have thirty (30) days after the date of the City's notice to cure the default or breach. If Developer disputes the City's alleged breach or default, the Parties shall attempt to resolve the dispute in good faith through negotiation. If the Parties have not resolved the dispute within ten (10) days after the City's notice, the Parties shall, on the request of either Party, submit the disputed objections to the dispute resolution procedures set forth in this Agreement. If Developer fails to timely cure any breach or default as set forth in this Agreement, the City may immediately terminate this Agreement by written notice to Developer. If this Agreement is terminated, such termination shall not relieve the City of its obligation hereunder to reimburse Developer for all of Developer's Reimbursable Costs incurred by Developer through the date of termination, less any extra or additional costs incurred by the City to complete the Road Improvements over and above what the City would have had to pay to Developer hereunder to complete Road Improvements in the absence of such termination.

3.16 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 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 Office of the Judicial Arbitration and Mediation Service (JAMS) closest to Colfax or at such other similar service that the Parties may agree to. 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 Office of JAMS closest to Colfax 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

Attachment 2

least five neutral arbitrators, including those arbitrator’s 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 Office of the Judicial Arbitration and Mediation Service (JAMS) closest to Colfax. 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) All proceedings under this paragraph shall be conducted within Placer County, California or at such other location to which the Parties may agree in writing.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘DISPUTE RESOLUTION PROCEDURES’ PROVISIONS DECIDED BY NEUTRAL MEDIATION AND ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘DISPUTE RESOLUTION PROCEDURES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ‘DISPUTE RESOLUTION PROCEDURES’ PROVISION TO NEUTRAL ARBITRATION.

DEVELOPER’S INITIALS _____ CITY’S INITIALS _____

3.17 Entire Agreement. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question. This Agreement shall be construed under and pursuant to the laws of the State of California.

Attachment 2

3.18 Assignment. This Agreement shall not be assigned without consent of the Parties hereto, and any assignment without such written consent shall be void and ineffective; the Developer may assign its right to receive reimbursements hereunder by providing City with written notice of such assignment. The written notices shall become effective upon its delivery to the City, provided that the City shall not be responsible for any misdirected written notices under this section.

3.19 Time of Essence. Time is of the essence for this Agreement

3.20 Recitals. All of the Recitals in Article 2 are incorporated into this Agreement and constitute a part hereof.

3.21 Force Majeure. As used in this Agreement, “Force Majeure” shall mean if the performance of any act required by this Agreement to be performed by either Party is prevented or delayed by reason of any act of God, any act of the other Party, fire, earthquake, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, archeological discovery on the property, or any other similar cause, (except financial inability) not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

CITY OF COLFAX

BY: _____
Wes Heathcock, City Manager

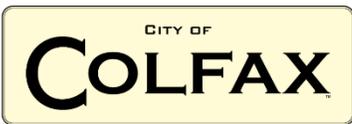
ATTEST:

BY: _____
Jaelyn Collier, City Clerk

DEVELOPER:

COLFAX HOSPITALITY PARTNERS, LLC

BY: _____
Title



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Public Hearing, Second Reading and Adoption of an Ordinance Prohibiting Smoking Within Designated Areas in the City of Colfax

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Conduct a public hearing and by motion waive the second reading and adopt the proposed ordinance.

Summary/Background

At the October 14, 2020 meeting, the proposed ordinance was introduced, the first reading was waived, and a public hearing and adoption were scheduled for the October 28, 2020 meeting. No changes to the draft ordinance were requested so the proposed ordinance remains as introduced on October 14.

With the exception of urgency ordinances, ordinances may only be adopted at a regular Council meeting, and no ordinance may be passed within five days of its introduction. Two readings are thus required: one to introduce the ordinance and a second to adopt it. All ordinances must be read in full either at the time of introduction or at the time of passage unless the Council adopts a motion waiving the reading. Public hearings customarily precede ordinance adoption. Ordinances usually become effective 30 days after adoption.

Staff recommends that the Council conduct the public hearing as scheduled. Once the public hearing is closed, staff recommends that the Council, by motion, waive the second reading and adopt the ordinance.

The remainder of this staff report reiterates the October 14 staff report.

At the September 9, 2020 meeting, the City Council established an ad hoc committee composed of Council Members Burruss and Fatula to evaluate the need for an ordinance that prohibits smoking in designated areas of the City. Staff researched and compiled sample ordinances and information from other municipalities for committee review, discussion and recommendation.

The Committee first met on September 17, 2020 to discuss whether an ordinance is needed. The Committee recognized the resistance of some smokers to self-regulation and the resulting exposure of non-smokers to unwanted secondhand smoke and its related negative health effects. This is particularly prominent on sidewalks outside of various businesses and eating establishments in the Historic Core of the Historic Overlay District.

The Committee asked staff to draft a proposed ordinance for consideration. A draft ordinance was circulated to the Committee on September 24, 2020 and discussed at an October 1, 2020 Committee meeting. The draft that will be presented to the Council on October 14 reflects the comments and changes requested by the Committee on October 1.

The draft ordinance prohibits smoking only in the Historic Core of the Historic Overlay District, which is the same area in which cannabis businesses are prohibited, as follows: Smoking will be prohibited within 20 feet from the main entrances and exits to any business or building, within 20 feet of any outside dining area, on all sidewalks, at all community-wide special events and on areas adjacent to public property. The City will reserve

the right to designate outdoor smoking areas and will allow business and property owners within the Historic Core to apply for establishment of designated smoking areas of limited size.

The Committee was concerned that the ordinance should not be too onerous, especially for first offenses. The Committee recommended undertaking a public education campaign and the posting of signs through the Historic Core before citations are issued. The Committee developed a frequently asked questions (FAQ) as the public education campaign.

Violations of the ordinance will be deemed infractions. Persons who violate the proposed ordinance will be subject to a written warning or citation for a first offense followed by monetary fines ranging from \$25 to \$200 for subsequent offenses within one year. The City Manager will be responsible for enforcing the ordinance on public property. Business and property owners will be responsible for informing violators of the smoking restrictions on private property and in private establishments.

The draft ordinance reserves the right to the City to promulgate rules, regulations and resolutions to implement its provisions. Restrictions and requirements imposed by State law will remain applicable in all areas of the City, including the Historic Core.

Staff will be available to answer any questions and provide additional information.

Fiscal Impacts

None

Attachments:

1. Draft ordinance
2. Frequently Asked Questions (FAQ)
3. Map

Attachment 1

CITY OF COLFAX

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COLFAX ADDING COLFAX MUNICIPAL CODE CHAPTER 8.30 PROHIBITING SMOKING WITHIN DESIGNATED AREAS IN THE CITY OF COLFAX

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

Section 1:

Colfax Municipal Code Chapter Title is hereby amended by adding Chapter 8.30 in the form and substance contained in the Ordinance attached hereto as Exhibit A, which is incorporated herein by this reference.

Section 2. Superceding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal 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 the final judgment of any court of competent jurisdiction, such 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 (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 or 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 exemptions provided by Senate Bill 94, and within the “common sense” CEQA exemption provided in 14 CCR

Attachment 1

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.

Section 5. Effective Date

This Ordinance, and all of its provisions, shall take effect thirty (30) days after its adoption and 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 held on the 14th day of October, 2020, and passed and adopted at a duly held regular meeting of the City Council held on the 28th day of October, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Marnie Mendoza, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Jaclyn Collier
City Clerk

Exhibit A

CITY OF COLFAX

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF COLFAX ADDING COLFAX MUNICIPAL CODE
CHAPTER 8.30 PROHIBITING SMOKING WITHIN DESIGNATED AREAS IN THE
CITY OF COLFAX**

Colfax Municipal Code Title 8 is hereby amended by adding Chapter 8.30 as follows:

8.30.010 Purpose and Intent

The purposes of this Chapter are (A) to protect the public health and welfare by regulating smoking in public places under circumstances where people will be exposed to secondhand smoke, and (B) to strike a reasonable balance between the interests of persons who smoke and the interests of nonsmokers, including children, to breathe smoke-free air, recognizing the threat to public health and the environment which smoking causes and recognizing the right of residents and visitors of Colfax to be free from unwelcome secondhand smoke.

8.30.020 Application

The provisions of this Chapter shall apply to all parcels within the outline of the Historic Core depicted on the Historic Core Map attached hereto including, but not limited to, Assessor Parcel Numbers: 006-042-005-000; 006-043-002-000 through 006-043-004-000; 006-043-006-000; 006-043-007-000; 006-043-013-000; 006-066-009-000 through 006-066-013-000; 006-066-021-000; 006-066-027-000; 006-066-028-000; 006-067-001-000 through 006-067-011-000; 006-071-002-000 through 006-071-010-000; 006-072-001-000; 006-072-002-000; 006-091-006-000; 006-091-007-000; 006-091-042-000; 006-093-021-000, and 006-093-022-000. The owner of any business or property within the Historic District may apply to the City **Manager** for permission to establish a designated outdoor area of limited size in which persons may be allowed to smoke.

8.30.030 Definitions

The following definitions shall apply to the provisions of this Chapter:

- A. “Business” means any sole proprietorship, partnership, joint venture, corporation or other entity formed for either profitmaking or charitable purposes, including without limitation manufacturing concerns, retail or commercial establishments where goods or services are sold, and professional corporations or other entities where legal, medical, dental, engineering, architectural, financial or other professional services are delivered.
- B. “City” or “Colfax” shall mean and refer to the City of Colfax, a California Municipal Corporation and general law city.
- C. “Dining Area” means an area containing tables or counters upon which meals are served.

Exhibit A

- D. “Enclosed” means closed in by a roof and by four or more connected floor-to-ceiling walls with appropriate openings for ingress and egress.
- E. “Historic District” means the area of the City referred to in Section 8.30.020.
- F. “Open to the Public” means available for use by or accessible to the general public during the normal course of business conducted by either private or public entities.
- G. “Place of Employment” means any enclosed area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, auditoria, conference and classrooms, employee cafeterias, employee lounges and restrooms, hallways, meeting rooms, private offices, stairs, hallways, work areas, all company vehicles not permanently assigned to one person, and all facilities utilized for manufacturing, processing, assembly, maintenance or repair of any products, goods, equipment, tools, appliances, furnishings or other objects. Private residences and private vehicles are not places of employment except during the time that the residence or vehicle is used as a child care or health care facility.
- H. “Primary Entrance” means an entryway and used by members of the public as the main source of access for ingress/egress to a facility.
- I. “Private Residence” means all private single-family and multifamily residential living units, including apartment rental units.
- J. “Public Place” means any area to which the public is invited or in which the public is permitted where goods or services are sold or provided, including but not limited to retail establishments, restaurants, retail food markets, shopping centers and their parking lots, places of employment, professional corporations or other entities where legal, medical, dental, engineering, architectural, financial or other professional services are delivered, educational facilities, health facilities, bingo parlors, public transportation facilities, reception areas, libraries and museums, retail food production and marketing establishments, restrooms, service lines, elevators, escalators, hallways, lobbies, reception areas, stairways, theaters, sports arenas, automobile dealerships, barber or beauty shops, cleaners, laundromats, polling places and places of public assembly.
- K. “Public Property” means property or rights-of-way that are owned or under the control of the City of Colfax.
- L. “Restaurant” means any coffee shop, cafeteria, short order cafe, luncheonette, tavern, cocktail lounge, sandwich stand, soda fountain, private and public school cafeteria or eating establishment, and any other eating establishment, organization, club (including veterans’ club), boardinghouse or guesthouse, the primary function of which is to give, sell or offer for sale food to the public, guests, patrons or employees.
- M. “Sidewalk” means a pedestrian walkway as otherwise defined in Section 5600 of the Streets and Highways Code, as well as all privately maintained pathways in the City, including

Exhibit A

but not limited to commercial and retail developments, common interest developments, apartments, multifamily developments, single-family developments, and shopping centers.

N. “Smoke” or “Smoking” means and includes inhaling or exhaling upon, burning or carrying any lighted cigarette, cigar, pipe, hookah, weed, plant or other combustible substance used for the personal habit commonly known as smoking or an activated electronic cigarette or similar device used for the personal habit commonly known as vaping.

8.30.040 Prohibition Of Smoking In The City of Colfax

A. Smoking shall be prohibited in, on or at the following Public Places within the Historic District:

1. Within 20 feet from the primary entrances and exits to any business or building.
2. Within 20 feet of the perimeter of any outside Dining Area.
3. All Sidewalks
4. All community-wide special events including, but not limited to, sports events, entertainment, speaking performances, ceremonies, pageants and fairs.
5. Areas that are on or adjacent to public property, including all City facilities and parks, sidewalks, pathways and parking lots. If required by law, the City shall designate an outdoor smoking area for City buildings that are places of employment.

B. Smoking shall remain prohibited and regulated in all areas of the City within and outside the Historic District pursuant to State law as currently in effect or as periodically amended. Nothing in this Chapter is intended or shall be construed to restrict the application of State law prohibiting or regulating smoking in any area of the City.

C. Nothing in this Chapter is intended or shall be construed to allow smoking of cannabis or cannabis products, as defined by Colfax Municipal Code Section 5.32.050 as currently in effect or as periodically amended.

D. The City reserves the right to designate outdoor areas throughout the Historic District in which smoking may be allowed.

8.30.050 Enforcement

A. The City Manager or his/her designee shall be responsible for enforcing the provisions of this Chapter.

B. Private Property. Any owner, manager, operator or employer of any privately owned or operated establishment or private property subject to this Chapter shall have the responsibility to

Exhibit A

inform any person who violates this Chapter, about any smoking restrictions in said establishment or on the property or any area under his/her control.

C. Public Property. The City Manager or his/her designee shall have the responsibility to inform any person who violates this Chapter about any smoking restrictions on public property.

D. Any citizen who wishes to register a complaint for violation of this Chapter may do so in the same manner and using the same complaint form as the City provides for reporting ordinance violations.

E. Notice of these requirements shall be given to every business and property owner and every new business license applicant within the Historic District.

8.30.060 Violations and Penalties

A. It is unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under this Chapter to fail to comply with any of its provisions.

B. It is unlawful for any person to smoke in any area of the City where smoking is prohibited by the provisions of this Chapter or State law.

C. It is unlawful for any person to intimidate, harass, or otherwise retaliate against any person who seeks to attain compliance with this Chapter. No person shall intentionally or recklessly expose another person to secondhand smoke in response to that person's effort to achieve compliance with this Chapter.

D. Any person who violates any provision of this Chapter shall be guilty of an infraction, punishable as follows:

1. A citation or other written warning shall be issued carrying no fine for the first violation;
2. A fine not exceeding twenty-five dollars for the second violation within one-year;
3. A fine not exceeding fifty dollars for the third violation of this Chapter within one-year.
4. A fine not exceeding one-hundred dollars for the fourth violation of this Chapter within one-year.
5. A fine not exceeding two-hundred dollars for each subsequent violation of this Chapter within one year.

Exhibit A

E. Violation of the provisions of this Chapter is declared to be a public nuisance that may be abated by appropriate civil action.

F. The remedies provided by this section are cumulative and are in addition to any other remedy existing in law or equity.

8.30.070 Authority To Promulgate Reasonable Rules And Regulations

The City Council reserves its right to adopt reasonable rules, regulations, and resolutions consistent with this Chapter to enforce, interpret, and carry out the provisions of this Chapter. Any such rules and regulations may be adopted by Resolution or Ordinance of the City Council.



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

Smoking Ordinance Frequently Asked Questions (FAQ)

General

- Q1: What areas of Colfax does this No Smoking apply to?*
A1. This applies to all areas enclosed in the historic district (see map), that is all the property in the historic district, both residential and commercial, including streets, alleys, and sidewalks unless the area is specifically marked as a Smoking Permitted Area.
- Q2: How would a person know what areas are designated as no smoking?*
A1. The No Smoking areas are identified on the historic district map and will be marked with signage posted by the city to identify this to the public.
- Q3: Does this apply to all businesses, events, and residences?*
A1. Yes.
- Q4: How is the ordinance to be enforced?*
A1. The Sheriff is responsible for issuing citations when a violation is observed.
- Q5: What happens if I get caught smoking in this area?*
A1. The initial fine is only a citation to help the public become aware of this ordinance. Starting with the 2nd occurrence the fine is \$25, then doubles for each subsequent occurrence up to \$200 for violations within the same year.
- Q6: What should I do if I see someone smoking in this area?*
A1. You may call the Sheriff’s non-emergency number 530-886-5375 to report the problem.

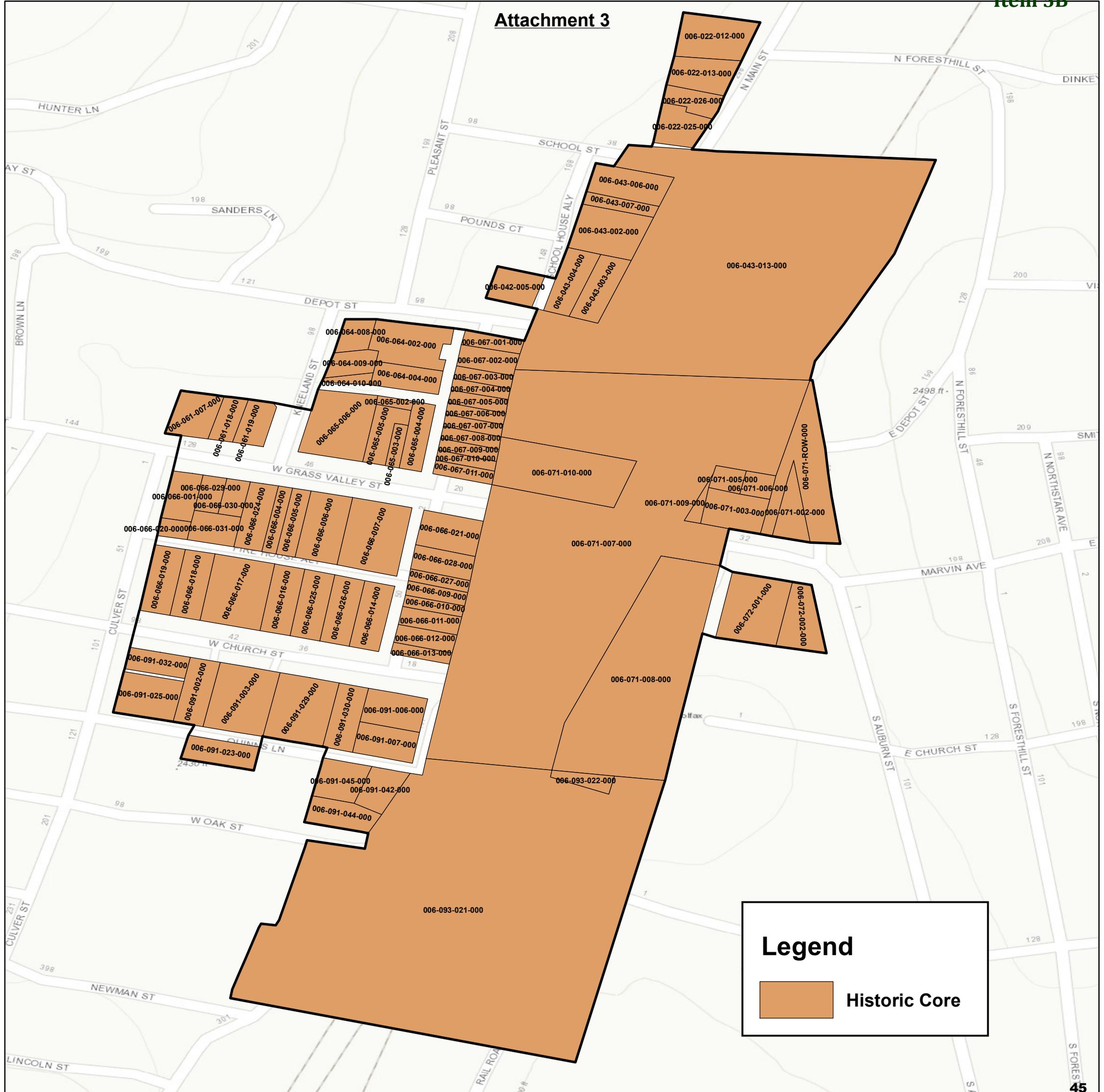
Businesses

- Q1: Where are people NOT ALLOWED to smoke?*
A1. People are not permitted to smoke in an “enclosed” area (your shop) or in areas you have been issued a permit to operate in (e.g. outside dining areas). “Enclosed” areas have solid walls from the floor to the ceiling, with ceilings.
A2. People are not permitted to smoke on city sidewalks or streets in the historic district or within 20ft of your primary entrance(s).
- Q2: Where are people ALLOWED to smoke?*
A1. People can smoke within your property in areas which are not enclosed. For example, a business owner may designate a fenced in area, porch, outside deck, etc. to be a smoking area provided it is not “Enclosed”.
- Q3: What if I need a place for smokers but don’t have a place on my property?*
A1. The property owner or shop owner can petition the city for a specific area outside of their property to allow smoking. This petition would go to the City Manager for a decision of Approval or Rejection.
- Q4: Do I have to monitor or inform people about not smoking on the sidewalk or street in front or behind my building?*
A1. No. This is a City responsibility.
- Q5: Do I have to enforce no smoking in my shop or in my permitted areas (outside dining area)?*
A1. Yes. These areas are your responsibility.

Residents

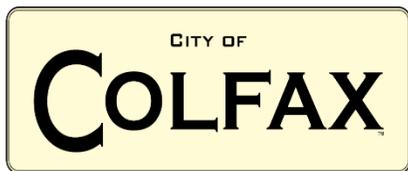
- Q1: As a resident in the Historic District, I have an apartment with no balcony, no porch, and no place to smoke on the property. Where can I smoke?*
A1. The property owner can petition the City Manager for a specific area outside of and adjacent to their property to allow smoking.
- Q2: Can I smoke in the street to avoid the No Smoking areas?*
A1. No. The streets, sidewalks, and alleys are included in the No Smoking zone.

Attachment 3



Legend

 **Historic Core**



City Council Minutes

Regular Meeting of Wednesday, October 14, 2020

City Hall Council Chambers

33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call Closed Session to Order

Mayor Mendoza called the closed session to order at 5:30PM

1B. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

1C. Public Comment on Closed Session Items

No public comment received.

1D. Closed Session

(a) Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: Placer County Assessor's Parcel No. 006-066-027-000

City Negotiator: City Manager Wes Heathcock

Negotiating Parties: City of Colfax and Edward F. Marson

Under Negotiation: Price and Terms of Payment

2 OPEN SESSION

2A. Call Open Session to Order

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

Mayor Mendoza requested City Attorney Cabral provide a Closed Session Report.

City Attorney Cabral reported Council by unanimous vote, approved the purchase of the "Lot of Art" from Ed Marson for \$22,500 plus broker's commission.

2B. Pledge of Allegiance

Councilmember Fatula led the Pledge of Allegiance

2C. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

2D. Approval of Agenda Order

Recommendation: By motion, accept the agenda as presented or amended.

MOTION made by Councilmember Burruss and seconded by Mayor Pro Tem Lomen to approve and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

3 AGENCY REPORTS

3A. Placer County Sheriff – Ty Connors was unavailable.

- 3B. **CHP** – Chris Nave was unavailable.
- 3C. **CalFIRE** – Brian Eagan provided an update.

Mayor Pro Tem Lomen requested a report of hours Station 30 was staffed with non-CalFIRE.

Mr. Eagan stated he would get the information to Council and staff.

4 PRESENTATION (NO PRESENTATION)

5 PUBLIC HEARING

5A. Osborn Development Project

Staff Presentation: Amy Feagans, Planning Director

Recommended Action: Continue the public hearing for the Osborn Development Project to October 28, 2020.

Councilmember Burruss made a motion to continue the public hearing to October 28, 2020.

City Manager Heathcock requested clarification from Ms. Feagans about the continuation date. He asked if it could be continued to December 9, 2020.

Ms. Feagans agreed it should be continued to December 9, 2020 but being as it was noticed to be continued to October 28, 2020, she stated she was unsure if it could be continued to December.

City Attorney Cabral confirmed, the item could be continued to December 9

MOTION made by Councilmember Burruss and seconded by Mayor Mendoza to continue the public hearing to December 9, 2020 and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

6 CONSENT CALENDAR

6A. Minutes – Special Meeting Cannabis Workshop of May 27, 2020

Recommendation: Approve the revised Minutes of the Special Meeting Cannabis Workshop of May 27, 2020.

6B. Minutes – Regular Meeting of September 23, 2020

Recommendation: Approve the Minutes of the Regular Meeting of September 23, 2020.

6C. Colfax Sewer/Wastewater Treatment Plant Improvement Project Initial Study/Mitigation Monitoring Program

Recommendation: Review the environmental document and Adopt Resolution 61-2020 Adopting the Draft Initial Study/Mitigated Negative Declaration for the Colfax Sewer/Wastewater Treatment Plant Improvement Project and Approve the 2020 Wastewater Treatment Plant Inflow and Infiltration Mitigation Project.

MOTION made by Councilmember Burruss and seconded by Councilmember Fatula to approve the Consent Calendar and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:
ABSTAIN:
ABSENT:

7 PUBLIC COMMENT

8 COUNCIL AND STAFF REPORTS

9 COUNCIL BUSINESS

9A. Quarterly Sales Tax Analysis

Staff Presentation: Laurie Van Groningen, Finance Director

Recommended Action: Accept and File.

MOTION made by Councilmember Burruss and seconded by Mayor Pro Tem Lomen to approve and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

9B. Introduction and first reading of an Ordinance Prohibiting Smoking Within Designated Areas in the City of Colfax

Staff Presentation: Alfred “Mick” Cabral, City Attorney

Recommended Action: Introduce the proposed ordinance by title only, waive the first reading and schedule the proposed ordinance for public hearing and adoption at the October 28, 2020 regular meeting.

MOTION made by Councilmember Burruss and seconded by Councilmember Fatula to approve and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

9C. Introduction and first reading of an Ordinance Approving a Reimbursement Agreement with Colfax Hospitality Partners LLC for Road Improvements related to the Best Western Hotel Project

Staff Presentation: Larry Wing, City Engineer

Recommended Action: Introduce the proposed ordinance by title only, waive the first reading and schedule the proposed ordinance for public hearing and adoption at the October 28, 2020 regular meeting.

Councilmember Fatula requested a change in verbiage to Section 3.1 (b).

City Attorney Cabral confirmed the update to the verbiage. He clarified Section 3.1 (b) to read as “approve all designs, plans, specifications, and/or drawings for the Road Improvements that meet City requirements”.

Councilmember Fatula agreed.

MOTION made by Councilmember Fatula and seconded by Councilmember Burruss to approve as amended and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

10 GOOD OF THE ORDER

Mayor Mendoza requested to agendaize painting a blue line on Culver Street in front of the Sheriff substation.

Mayor Pro Tem Lomen requested to agendaize a letter of support for Placer County Sheriffs to send to the Placer County Board of Supervisors.

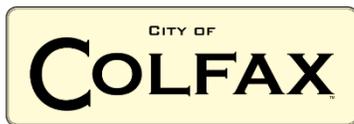
Councilmember Fatula requested to agendaize outreach and education on the Hazardous Vegetation Ordinance going into effect January 1, 2021.

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 7:16PM.

Respectfully submitted to City Council this 28th day of October, 2020.

Jaclyn Collier
Jaclyn Collier City Clerk



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – September 2020

Budget Impact Overview:

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

RECOMMENDED ACTION: Accept and File.

Summary/Background

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in September 2020. Some monthly highlights are listed below:

- September Revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of July 2020 (two month lag).
 - Third allocation of CARES Funding – Coronavirus Relief Fund – final 50% of total funding has been received in October.
- September expenditures included:
 - Quarterly payment on Sheriff Contract
 - Approved capital purchases including landscaping equipment and Lift Station pump replacement.
 - Payment to SCI for commercial cannabis consulting services.
 - Ongoing costs associated with General Plan update and the WWTP Planning grants – all reimbursable with grant funding.
- Negative cash fund balances at the end of September are due to timing of funding allocations and reimbursements:
 - Fund 570- Garbage Fund – Deficit balance remaining from previous Garbage contract. Balance is expected to zero out this fiscal year with franchise fees collected from Recology. Fund will be rolled into normal General Fund at that time.
 - Fund 200 – Cannabis Application. Balance is negative due to SCI services for ongoing monitoring and assistance with Council workshops and new ordinance. It is anticipated that this fund will be made whole with future application fees.

- Fund 250 – Streets and Roads. This activity is funded by allocation from PCTPA, Gas taxes and General Fund transfer. Negative balance is typical for this early in the fiscal year. We are currently in the process of requesting annual funding from PCTPA, but full funding is not anticipated until the end of the fiscal year – June 30, 2021.
- Fund 300 – FY2020-21 ADA Improvements at the Sheriff substation - project is budgeted (\$20K) to be a transfer from General Funds. Project currently on hold due to estimates exceeding budgeted funding.
- Fund 365 – Kneeland Street project will be funded with transfer from Fund 258 – Road Maintenance reserved funding. Project delayed due to dependency upon development projects being completed first.
- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant was anticipated in September, but is likely to be delayed to early in 2021. CDBG approved start date of expenditures.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant.
- Fund 385 – Roundabout Construction. Final reimbursement for CMAQ funding has been received in October (\$77K).
- Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board. Reimbursement for quarter ended September 2020 was submitted in October.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections. Future repair work estimated at \$165K.
- Anticipated revenues/expenditures for October include:
 - Revenues
 - Quarterly Interest allocation from Local Agency Investment Fund (LAIF)
 - Final reimbursement of Roundabout Construction funding.
 - Expenditures
 - Construction/repair costs on the Pond 3 Fissure
 - Annual loan payment to State Water Resources Control Board for WWTP loan.
 - Outside legal expenses associated with City lawsuit
 - Quarterly impact fees collected on behalf of County during permitting process
 - Quarterly insurance premiums

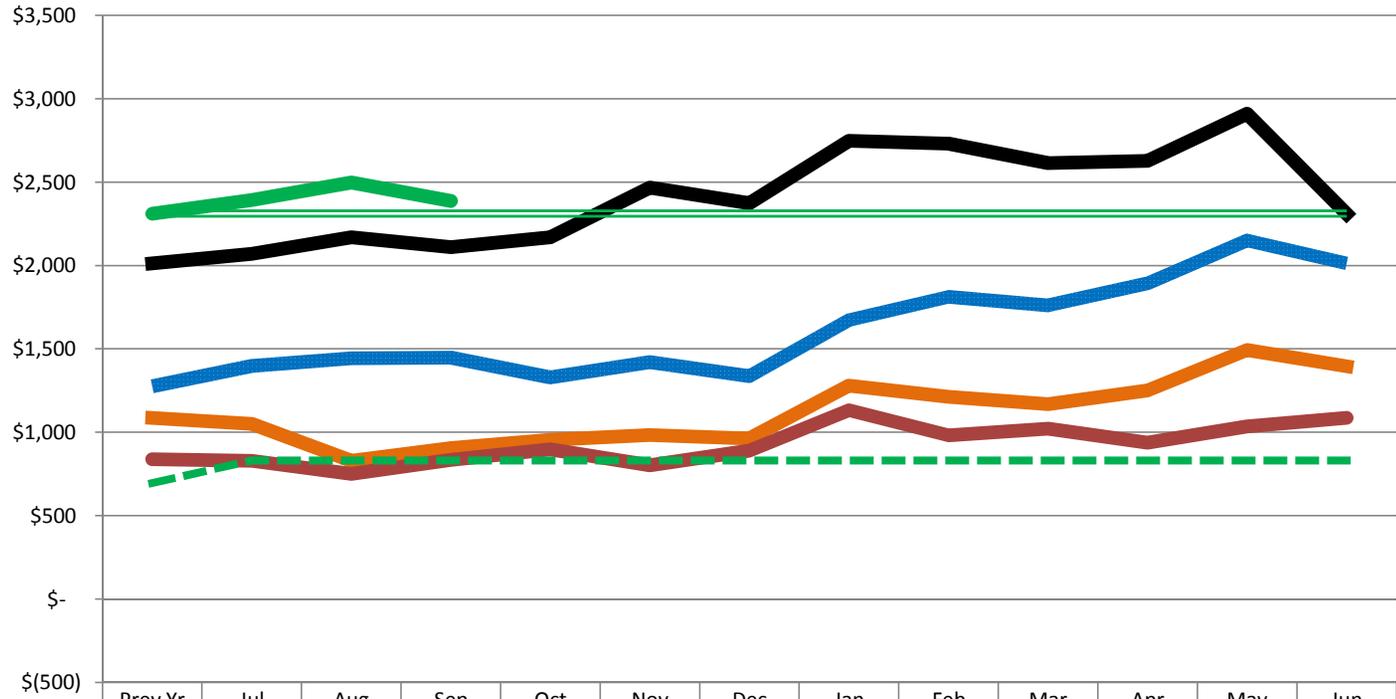
Attachments:

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

Attachment 1a

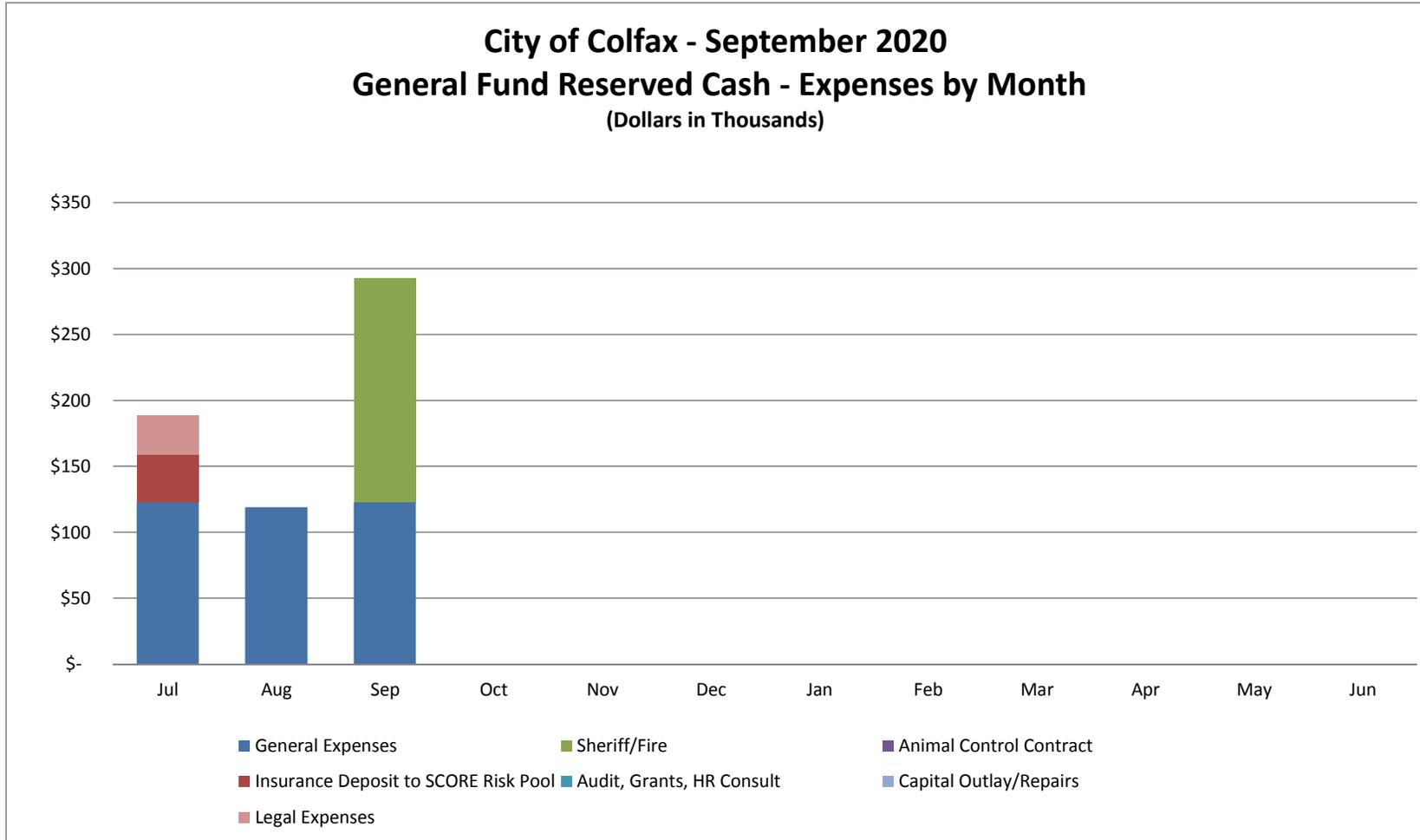
City of Colfax - September 2020
General Fund Reserved Cash Analysis
 (Dollars in Thousands)

Fiscal Year 2020-21 >>

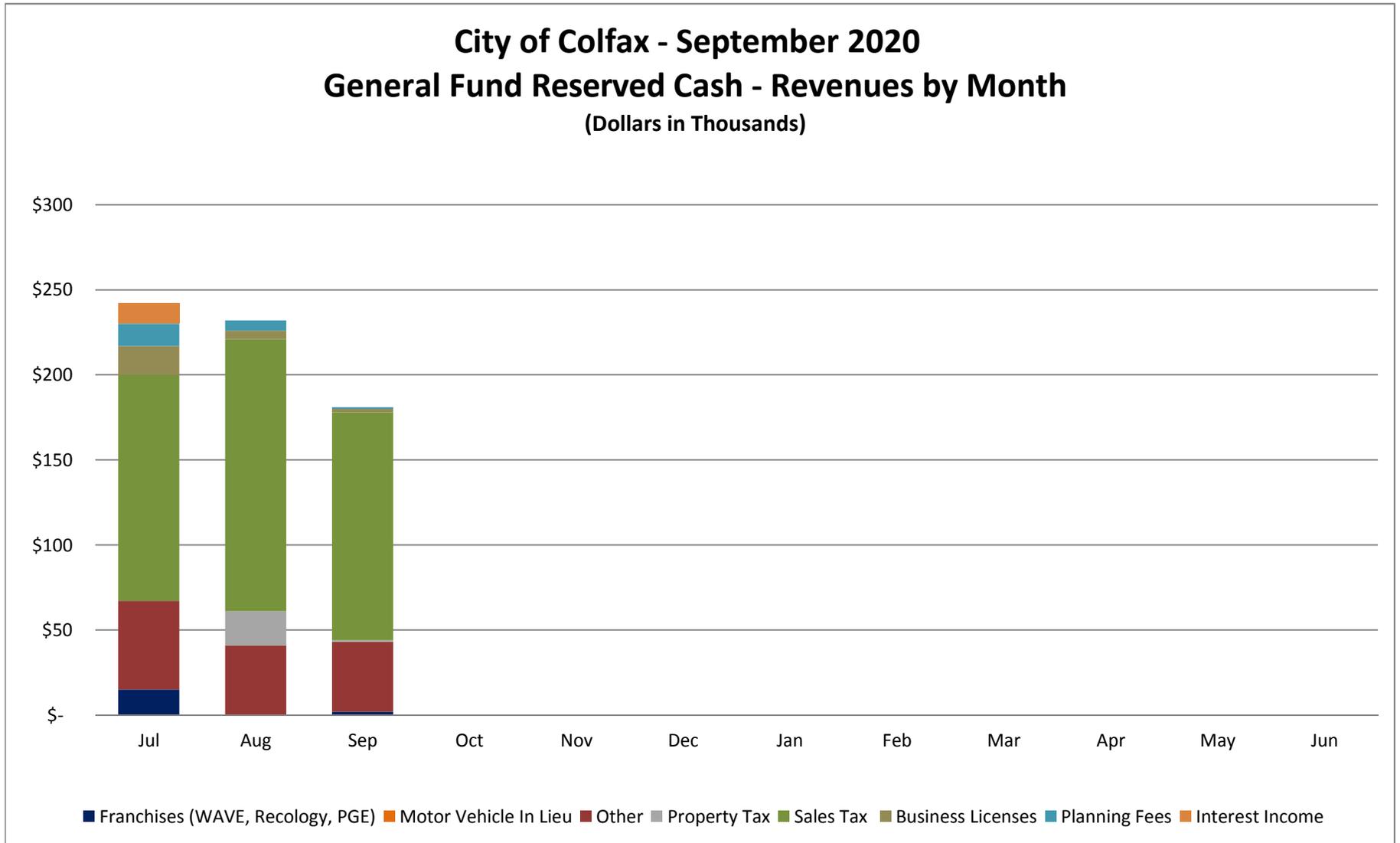


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386									
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
*Reserves (Ops, Cap, Pen)	\$695	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830
Budget FY2020-21	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311

Attachment 1b



Attachment 1c



Attachment 2a

**City of Colfax
Cash Summary
September 30, 2020**

	Balance 08/31/2020	Revenues In	Expenses Out	Transfers	Balance 09/30/2020
US Bank	\$ 171,510.01	\$ 350,498.14	\$ (571,363.64)	\$ 225,000.00	\$ 175,644.51
LAIF	\$ 7,499,094.69	\$ -		\$ (225,000.00)	\$ 7,274,094.69
Total Cash - General Ledger	<u>\$ 7,670,604.70</u>	<u>\$ 350,498.14</u>	<u>\$ (571,363.64)</u>	<u>\$ -</u>	<u>\$ 7,449,739.20</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 7,670,904.70</u>	<u>\$ 350,498.14</u>	<u>\$ (571,363.64)</u>	<u>\$ -</u>	<u>\$ 7,450,039.20</u>

Change in Cash Account Balance - Total \$ (220,865.50)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (446,351.09)	
3. Cash Receipts - Daily Cash Summary Report	\$ 194,258.08	
Payroll Checks and Tax Deposits	\$ (111,667.46)	
Utility Billings - Receipts	\$ 142,894.97	
Void Check	\$ -	
	<u><u>\$ (220,865.50)</u></u>	\$ -

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

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

Attachment 2b

City of Colfax
Cash Transactions Report - September 2020

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,432,333.15	\$ 180,961.36	\$ (290,722.43)	\$ 2,322,572.08
Fund: 120 - Land Development Fees	\$ 85,101.19	\$ 953.93	\$ (2,663.50)	\$ 83,391.62
Fund: 570 - Garbage Fund	\$ (20,065.08)	\$ -	\$ -	\$ (20,065.08)
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,497,369.26	\$ 181,915.29	\$ (293,385.93)	\$ 2,385,898.62
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ (1,202.43)	\$ -	\$ (9,458.08)	\$ (10,660.51)
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 25,717.26	\$ -	\$ -	\$ 25,717.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 780,238.62	\$ -	\$ (8,631.91)	\$ 771,606.71
Fund Type: 1.14 - General Fund - Restricted	\$ 807,990.45	\$ -	\$ (18,089.99)	\$ 789,900.46
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 201 - CARES Act Funding	\$ 15,808.86	\$ 8,333.00	\$ (375.30)	\$ 23,766.56
Fund: 203 - CARES Act Funding - CDBG	\$ -	\$ -	\$ (445.00)	\$ (445.00)
Fund: 210 - Mitigation Fees - Roads	\$ 230,665.01	\$ -	\$ -	\$ 230,665.01
Fund: 211 - Mitigation Fees - Drainage	\$ 4,440.25	\$ -	\$ -	\$ 4,440.25
Fund: 212 - Mitigation Fees - Trails	\$ 66,723.79	\$ -	\$ -	\$ 66,723.79
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 143,646.16	\$ -	\$ -	\$ 143,646.16
Fund: 214 - Mitigation Fees - City Bldgs	\$ 50,033.14	\$ -	\$ -	\$ 50,033.14
Fund: 215 - Mitigation Fees - Vehicles	\$ 10,444.03	\$ -	\$ -	\$ 10,444.03
Fund: 217 - Mitigation Fees - DT Parking	\$ 31,746.25	\$ -	\$ -	\$ 31,746.25
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ (25,000.00)	\$ (25,000.00)
Fund: 244 - CDBG Program Inc - ME Lending	\$ 608.11	\$ -	\$ -	\$ 608.11
Fund: 250 - Streets - Roads/Transportation	\$ (25,968.57)	\$ -	\$ (15,476.39)	\$ (41,444.96)
Fund: 253 - Gas Taxes	\$ 4,209.84	\$ 9,545.07	\$ (1,224.22)	\$ 12,530.69
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 289,582.39	\$ 3,246.58	\$ -	\$ 292,828.97
Fund: 270 - Beverage Container Recycling	\$ 18,975.55	\$ -	\$ -	\$ 18,975.55
Fund: 280 - Oil Recycling	\$ 3,741.51	\$ -	\$ -	\$ 3,741.51
Fund: 292 - Fire Department Capital Funds	\$ 90,262.56	\$ -	\$ -	\$ 90,262.56
Fund: 342 - Fire Construction - Mitigation	\$ 50,344.96	\$ -	\$ -	\$ 50,344.96
Fund: 343 - Recreation Construction	\$ 50,345.43	\$ -	\$ -	\$ 50,345.43
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 1,035,609.27	\$ 21,124.65	\$ (42,520.91)	\$ 1,014,213.01
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - FY2021 ADA Project	\$ (12,127.50)	\$ -	\$ -	\$ (12,127.50)
Fund: 357 - Culver Street Phase II	\$ -	\$ -	\$ -	\$ -
Fund: 365 - Kneeland Street Imprpv	\$ (3,354.80)	\$ -	\$ (370.00)	\$ (3,724.80)
Fund: 367 - SB2 - Planning Grant	\$ (32,732.69)	\$ -	\$ (8,561.10)	\$ (41,293.79)
Fund: 358 - CDBG Pavement	\$ (43,388.01)	\$ -	\$ (3,636.00)	\$ (47,024.01)
Fund: 385 - Roundabout	\$ (79,155.99)	\$ -	\$ -	\$ (79,155.99)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (170,758.99)	\$ -	\$ (12,567.10)	\$ (183,326.09)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,310,640.94	\$ 90,547.53	\$ (95,997.37)	\$ 1,305,191.10
Fund: 561 - Sewer Liftstations	\$ 318,019.63	\$ 14,510.72	\$ (55,548.04)	\$ 276,982.31
Fund: 563 - Wastewater Treatment Plant	\$ 1,317,066.98	\$ 41,090.35	\$ -	\$ 1,358,157.33
Fund: 564 - Sewer Connections	\$ 290,406.40	\$ 925.00	\$ (10,919.00)	\$ 280,412.40
Fund: 567 - Inflow & Infiltration	\$ -	\$ -	\$ -	\$ -
Fund: 573 - WWTP Planning Grant	\$ (37,412.61)	\$ -	\$ (41,067.30)	\$ (78,479.91)
Fund: 574 - OES PSPS Grant	\$ 301,058.01	\$ -	\$ -	\$ 301,058.01
Fund: 585 - LS #5 Force Main Repairs	\$ -	\$ -	\$ (1,268.00)	\$ (1,268.00)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,499,779.35	\$ 147,073.60	\$ (204,799.71)	\$ 3,442,053.24
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 615.36	\$ 384.60	\$ -	\$ 999.96
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 615.36	\$ 384.60	\$ -	\$ 999.96
Grand Totals:	\$ 7,670,604.70	\$ 350,498.14	\$ (571,363.64)	\$ 7,449,739.20

Attachment 2c

Check Register Report

Item 6B

Checks Processed Sept 2020

Date: 10/19/2020

Time: 9:27 am

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
56146	09/08/2020	Reconciled		09/30/2020	03141	CALPERS	HEALTH PREMIUMS SEPT 2020	6,250.17
56147	09/09/2020	Reconciled		09/30/2020	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	16.13
56148	09/09/2020	Reconciled		09/30/2020	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	18.01
56149	09/09/2020	Reconciled		09/30/2020	01448	AMERIGAS - COLFAX	DEPOT PROPANE TANK RENTAL	121.19
56150	09/09/2020	Reconciled		09/30/2020	01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS AUG 2020	542.57
56151	09/09/2020	Reconciled		09/30/2020	03562	COMMERCIAL PUMP SERVICE INC	LIFT STATION PUMP REPLACEMENT	33,268.29
56152	09/09/2020	Reconciled		09/30/2020	07570	GRAINGER	WWTP SUPPLIES	257.88
56153	09/09/2020	Reconciled		09/30/2020	08086	HBE RENTALS	CRACK SEALER PROPANE	6.87
56154	09/09/2020	Reconciled		09/30/2020	08086	HBE RENTALS	LANDFILL CRACK SEALER PROPANE	9.82
56155	09/09/2020	Reconciled		09/30/2020	08170	HILLS FLAT LUMBER CO	STMT 8/25/20	706.50
56156	09/09/2020	Reconciled		09/30/2020	08501	HOME DEPOT CREDIT SERVICES	STMT 8/21/20	262.93
56157	09/09/2020	Reconciled		09/30/2020	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	74.30
56158	09/09/2020	Reconciled		09/30/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	492.51
56159	09/09/2020	Reconciled		09/30/2020	09540	INTERSTATE SALES	CRACK FILLER	170.53
56160	09/09/2020	Reconciled		09/30/2020	13277	MMANC	FY 20/21 MEMBERSHIP	75.00
56161	09/09/2020	Reconciled		09/30/2020	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	197.76
56162	09/09/2020	Reconciled		09/30/2020	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS AUG 2020	11,126.25
56163	09/09/2020	Reconciled		09/30/2020	16035	PG&E	ELECTRICITY	20,609.25
56164	09/09/2020	Reconciled		09/30/2020	16040A	PITNEY BOWES	Q1 FY 20/21 POSTAGE MACH LEASE	167.84
56165	09/09/2020	Reconciled		09/30/2020	16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF CONTRACT Q1 FY 20/21	195,404.00
56166	09/09/2020	Reconciled		09/30/2020	18010	RACO MANUFACTURING	LS ALARM RPR & SVC	1,777.63
56167	09/09/2020	Reconciled		09/30/2020	18400	RIEBES AUTO PARTS	STMT 8/31/20	50.83
56168	09/09/2020	Reconciled		09/30/2020	19193	SECURE RECORD MANAGEMENT	SHREDDING SVC	45.00
56169	09/09/2020	Reconciled		09/30/2020	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	183.58
56170	09/09/2020	Reconciled		09/30/2020	19396	SIERRA SAFETY COMPANY	TRAFFIC SIGNAGE	234.88
56171	09/09/2020	Reconciled		09/30/2020	19397	SIERRA SAW	PW SUPPLIES	30.87
56172	09/09/2020	Reconciled		09/30/2020	19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY MONITORING	157.86
56173	09/09/2020	Reconciled		09/30/2020	19743	WILL STOCKWIN	SEPT 2020 COLFAX CONN EDITING	300.00
56174	09/09/2020	Reconciled		09/30/2020	19791	SUTTER MEDICAL FOUNDATION	FIRE DEPT EXAM	60.00
56175	09/09/2020	Reconciled		09/30/2020	21560	US BANK CORPORATE PMT SYSTEM	STMT 8/24/20	3,549.87
56176	09/09/2020	Reconciled		09/30/2020	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS AUG 2020	6,075.00
56177	09/09/2020	Reconciled		09/30/2020	22134	VISION QUEST	TECH SUPPORT SVCS OCT 2020	1,592.00
56178	09/09/2020	Reconciled		09/30/2020	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.39
56179	09/09/2020	Reconciled		09/30/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	250.18
56180	09/09/2020	Reconciled		09/30/2020	23449	WISCONSIN LIGHTING LAB	DEPOT LIGHT POLE REPLACEMENT	3,898.54
56181	09/15/2020	Reconciled		09/30/2020	03141	CALPERS	GASB68 REPORTING	700.00
56182	09/17/2020	Reconciled		09/30/2020	01270	ADAMS ASHBY GROUP, INC.	CARES GRANT CONSULTING	1,500.00
56183	09/17/2020	Reconciled		09/30/2020	01414	ALHAMBRA & SIERRA SPRINGS	WWTP/CITY HALL WATER	147.66
56184	09/17/2020	Reconciled		09/30/2020	01766	AT&T MOBILITY	CITY CELL PHONES	845.79
56185	09/17/2020	Reconciled		09/30/2020	03401	CHOICE BUILDER	OCT 2020 PREMIUMS	172.47
56186	09/17/2020	Reconciled		09/30/2020	03510	COLFAX GLASS	BUS STATION WINDOW REPLACEMENT	505.25
56187	09/17/2020	Reconciled		09/30/2020	04592	DACOMM	WWTP INTERNET	99.95
56188	09/17/2020	Reconciled		09/30/2020	07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
56189	09/17/2020	Reconciled		09/30/2020	07465	GOLD MINER PEST CONTROL	FIRE STATION 37 PEST CONTROL	74.00
56190	09/17/2020	Reconciled		09/30/2020	07570	GRAINGER	WWTP SUPPLIES	158.05
56191	09/17/2020	Reconciled		09/30/2020	07570	GRAINGER	WWTP SUPPLIES	119.44

Attachment 2c

Item 6B

Check Register Report

Checks Processed Sept 2020

Date: 10/19/2020

Time: 9:27 am

CITY OF COLFAX

BANK: US BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
56192	09/17/2020	Reconciled		09/30/2020	08050	HACH COMPANY	WWTP LAB SUPPLIES	1,042.38
56193	09/17/2020	Reconciled		09/30/2020	08070	HANSEN BROS. ENTERPRISES	SVCC DRAIN RPR	46.87
56194	09/17/2020	Reconciled		09/30/2020	08086	HBE RENTALS	LANDFILL CRACK SEAL PROPANE	7.86
56195	09/17/2020	Reconciled		09/30/2020	08086	HBE RENTALS	LANDFILL CRACK SEAL PROPANE	11.06
56196	09/17/2020	Reconciled		09/30/2020	08086	HBE RENTALS	LANDFILL CRACK SEAL PROPANE	5.65
56197	09/17/2020	Reconciled		09/30/2020	13331	MORROW SURVEYING	LANDFILL SURVEYING	1,960.00
56198	09/17/2020	Reconciled		09/30/2020	16052	PLACEWORKS	GEN PLAN UPDATE	7,859.10
56199	09/17/2020	Reconciled		09/30/2020	16559	PLAZA TIRE AND AUTO SERVICE	VACTOR TRAILER RPR	230.72
56200	09/17/2020	Reconciled		09/30/2020	16040	PURCHASE POWER	POSTAGE REFILLS	1,008.50
56201	09/17/2020	Reconciled		09/30/2020	19037	SAFE SIDE SECURITY	CORP YARD SECURITY	155.00
56202	09/17/2020	Printed			19065	SCI CONSULTING GROUP	CANNABIS COMPLIANCE MONITORING	3,620.08
56203	09/17/2020	Printed			19065	SCI CONSULTING GROUP	CANNABIS ORDINANCE CONSULTING	5,838.00
56204	09/17/2020	Reconciled		09/30/2020	19397	SIERRA SAW	NEW RIDING MOWER	6,519.93
56205	09/17/2020	Reconciled		09/30/2020	19397	SIERRA SAW	POLESAW MAINT	16.74
56206	09/17/2020	Reconciled		09/30/2020	19474	SIMPSON & SIMPSON	KNEELAND ST. MANHOLE REPLACE	10,919.00
56207	09/17/2020	Reconciled		09/30/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	220.39
56208	09/17/2020	Reconciled		09/30/2020	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	36.86
56209	09/17/2020	Reconciled		09/30/2020	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL AUG 2020	562.38
56210	09/24/2020	Reconciled		09/30/2020	011200	24 SEVEN FIRE PROTECTION	ANNUAL FIRE EXT TESTING	561.55
56211	09/24/2020	Printed			1161	49ER WATER SERVICES	WWTP AUG TESTING	2,143.00
56212	09/24/2020	Reconciled		09/30/2020	01500	ANDERSON'S SIERRA	ART PARK IRRIGATION	409.25
56213	09/24/2020	Reconciled		09/30/2020	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL AUG 2020	5,440.00
56214	09/24/2020	Reconciled		09/30/2020	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS AUG 2020	542.50
56215	09/24/2020	Printed			5123	EGGEMAN CONSTRUCTION	BALLPARK/FIRE DEPT RPRS	5,720.00
56216	09/24/2020	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	194.28
56217	09/24/2020	Reconciled		09/30/2020	14859	GHD INC.	ENGINEERING SVCS AUG 2020	18,084.50
56218	09/24/2020	Reconciled		09/30/2020	07460	GOLD COUNTRY MEDIA	MITIGATION FEE PUBLIC NOTICE	194.16
56219	09/24/2020	Printed			7560	GRAHAM, ADRIENNE	WWTP IMP ENVIRONMENTAL RVW	14,481.80
56220	09/24/2020	Reconciled		09/30/2020	07570	GRAINGER	WWTP SUPPLIES	299.77
56221	09/24/2020	Printed			08086	HBE RENTALS	BALLPARK LAWN CUTTER	75.00
56222	09/24/2020	Printed			08159	HILL BROTHERS CHEMICAL CO	WWTP CHEMICALS	8,713.26
56223	09/24/2020	Printed			08660	HUNT AND SONS, INC.	PW/WWTP FUEL	466.20
56224	09/24/2020	Reconciled		09/30/2020	09455	INLAND BUSINESS SYSTEMS	COPY MACH CHARGES	5.63
56225	09/24/2020	Reconciled		09/30/2020	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	3,697.12
56226	09/24/2020	Printed			12180	LAWRENCE & ASSOCIATES	INCANDFILL MONITORING AUG 2020	1,531.25
56227	09/24/2020	Printed			12209	LIEBERT CASSIDY WHITMORE	AUG 2020 LEGAL SVCS	168.00
56228	09/24/2020	Reconciled		09/30/2020	16300	PCWA -PLACER COUNTY	CITY WATER	2,455.02
56229	09/24/2020	Reconciled		09/30/2020	16140	PLACER COUNTY AIR POLLUTION	PER CAPITA ASSESSMENT FY 20/21	1,076.00
56230	09/24/2020	Printed			18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT CONSULT	5,000.00
56231	09/24/2020	Printed			20092	THUMBLER	PUBLIC RELATIONS CONSULTANT	518.50
56232	09/24/2020	Reconciled		09/30/2020	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
56233	09/24/2020	Reconciled		09/30/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
56234	09/24/2020	Reconciled		09/30/2020	23451	WOOD RODGERS	WWTP IMPROVEMENT PLANNING	25,721.50
56235	09/24/2020	Reconciled		09/30/2020	23451	WOOD RODGERS	2019 WWTP INSTRUMENTATION SURV	97.50
56236	09/30/2020	Reconciled		09/30/2020	2087	BASIC PACIFIC	FSA PLAN FEES SEPT 2020	45.00
56237	09/30/2020	Printed			1509	ALTA SAW & MOTOR	POLE PRUNER	621.99
56238	09/30/2020	Printed			01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	18.77
56239	09/30/2020	Printed			01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	17.43
56240	09/30/2020	Printed			01500	ANDERSON'S SIERRA	IRRIGATION SUPPLIES	100.25
56241	09/30/2020	Printed			01500	ANDERSON'S SIERRA	ART PARK IRRIGATION	128.50

Attachment 2c

Item 6B

Check Register Report

Checks Processed Sept 2020

Date: 10/19/2020

Time: 9:27 am

Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
56242	09/30/2020	Printed			03482	CLEAR PATH LAND INVOLVEMENT,	MAIDU MAP CHECK	1,211.25
56243	09/30/2020	Printed			03558	COLFAX SMOG & AUTO REPAIR	RW VEHICLE RPR	189.57
56244	09/30/2020	Printed			07460	GOLD COUNTRY MEDIA	CDBG COVID GRANT PUBLIC NOTICE	445.00
56245	09/30/2020	Printed			07460	GOLD COUNTRY MEDIA	OSBORN PUBLIC NOTICE	309.40
56246	09/30/2020	Printed			07570	GRAINGER	WWTP SUPPLIES	195.69
56247	09/30/2020	Printed			08086	HBE RENTALS	ART PARK HAMMER RENTAL	42.00
56248	09/30/2020	Printed			08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT Q3 2020	830.76
56249	09/30/2020	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 9/21/20	1,145.92
56250	09/30/2020	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	580.00
56251	09/30/2020	Printed			13270	MILLENIUUM PLANNING & GLOVE	OSBORN CEQA	86.85
56252	09/30/2020	Printed			14356	NORTHERN CALIFORNIA GLOVE	WWTP GLOVES	389.84
56253	09/30/2020	Printed			18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS AUG 2020	3,348.00
56254	09/30/2020	Printed			21560	US BANK CORPORATE PMT SYSTEM	STMT 9/22/20	6,355.33
56255	09/30/2020	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.39

Total Checks: 110

Checks Total (excluding void checks):

446,351.09

Total Payments: 110

Bank Total (excluding void checks):

446,351.09

Total Payments: 110

Grand Total (excluding void checks):

446,351.09

DAILY CASH SUMMARY REPORT

Cash Receipts - September 2020
09/01/2020 - 09/30/2020Page: 1
10/19/2020
9:31 am

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
09/01/2020	Daily Totals	8,273.23	0.00	8,273.23	
09/03/2020	Daily Totals	4,119.79	0.00	4,119.79	
09/04/2020	Daily Totals	5,343.29	0.00	5,343.29	
09/08/2020	Daily Totals	94.80	0.00	94.80	
09/09/2020	Daily Totals	1,425.60	0.00	1,425.60	
09/11/2020	Daily Totals	1,376.09	0.00	1,376.09	
09/14/2020	Daily Totals	310.34	0.00	310.34	
09/16/2020	Daily Totals	0.00	238.02	-238.02	
09/17/2020	Daily Totals	1,985.14	0.00	1,985.14	
09/21/2020	Daily Totals	258.98	0.00	258.98	
09/22/2020	Daily Totals	5,008.39	0.00	5,008.39	
09/24/2020	Daily Totals	133,759.89	0.00	133,759.89	
09/28/2020	Daily Totals	9,821.90	0.00	9,821.90	
09/30/2020	Daily Totals	0.00	165.00	-165.00	
Fund: 100 - General Fund		TOTALS:	171,777.44	403.02	171,374.42
Fund: 120 - Land Development Fees					
09/04/2020	Daily Totals	540.33	0.00	540.33	
09/17/2020	Daily Totals	413.60	0.00	413.60	
Fund: 120 - Land Development Fees		TOTALS:	953.93	0.00	953.93
Fund: 201 - Covid Relief Funds					
09/17/2020	Daily Totals	8,333.00	0.00	8,333.00	
Fund: 201 - Covid Relief Funds		TOTALS:	8,333.00	0.00	8,333.00
Fund: 253 - Gas Taxes					
09/01/2020	Daily Totals	4,933.45	0.00	4,933.45	
09/30/2020	Daily Totals	4,611.62	0.00	4,611.62	
Fund: 253 - Gas Taxes		TOTALS:	9,545.07	0.00	9,545.07
Fund: 258 - Road Maintenance - SB1/RSTBG					

Limited to include: JE Types of: CR

Attachment 2d

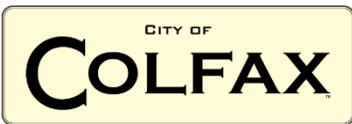
DAILY CASH SUMMARY REPORT

Cash Receipts - September 2020
09/01/2020 - 09/30/2020

Page: 2
10/19/2020
9:31 am

City of Colfax

		Debit	Credit	Net Chng	
09/22/2020	Daily Totals	3,246.58	0.00	3,246.58	
Fund: 258 - Road Maintenance - SB1/RSTBG		TOTALS:	3,246.58	0.00	3,246.58
Fund: 560 - Sewer					
09/04/2020	Daily Totals	250.00	0.00	250.00	
09/28/2020	Daily Totals	148.08	0.00	148.08	
Fund: 560 - Sewer		TOTALS:	398.08	0.00	398.08
Fund: 561 - Sewer Liftstations					
09/28/2020	Daily Totals	407.00	0.00	407.00	
Fund: 561 - Sewer Liftstations		TOTALS:	407.00	0.00	407.00
GRAND TOTALS:		194,661.10	403.02	194,258.08	



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Feagans, City Planner
Subject: Extension of Village Oaks Tentative Subdivision Map

Budget Impact Overview:

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

RECOMMENDED ACTION: Approve Resolution __-2020 extending the Village Oaks Vesting Tentative Subdivision Map for 12 months to February 14, 2022.

Summary/Background

The Village Oaks vesting tentative map is a 39-lot single family development located adjacent to the Sierra Oaks Estates project. The project was approved on February 14, 2017 for the allowed twenty four months. On January 22, 2020, the City Council approved one 12-month extension per City Code. Eric Stauss, the owner/developer of the project, has filed the request for an extension and paid the required application fees.

The City Engineer has determined that per Section 66452.6 (e) of the Subdivision Map Act which states “upon application of the subdivider filed prior to the expiration of an approved or conditionally approved tentative map, the time at which the map expires may be extended by the legislative body for a period not exceeding a total of six years” the map is eligible for another extension and recommends the map be extended for an additional 12 months to February 14, 2022.

There have been no changes to the map or the conditions of approval as a result of this request. Staff recommends approving the Village Oaks Vesting Tentative Subdivision Map extension for 12 months to February 14, 2022.

Fiscal Impacts

There are no impacts to the General Fund as a result of this project.

Attachments

1. Resolution __-2020
2. Village Oaks Vesting Tentative Subdivision Map

City of Colfax

City Council

Resolution No. __-2020

APPROVING THE EXTENSION OF THE VILLAGE OAKS VESTING TENTATIVE SUBDIVISION MAP FOR 12 MONTHS TO FEBRUARY 14, 2022

WHEREAS, on February 14, 2017, the City Council adopted Resolution 07-2018 the Village Oaks Vesting Tentative Subdivision Map for 24 months; and,

WHEREAS, the section 66452.6 (e) the Subdivision Map Act allow for the extension of a valid tentative subdivision map; and,

WHEREAS, Eric Stauss, the owner/developer of the project has filed the request for an extension and paid the required application fees.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, approves extending the Village Oaks Vesting Tentative Subdivision Map for 12 months to February 14, 2022.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th day of October 2020 by the following vote of the Council:

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

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

VESTING TENTATIVE SUBDIVISION MAP VILLAGE OAKS COLFAX - IOWA HILL ROAD COLFAX, CA 95713 APN: 101-170-029

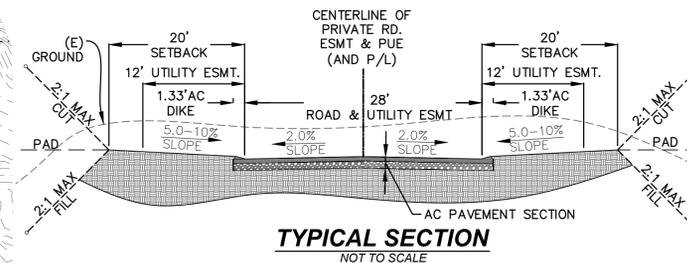
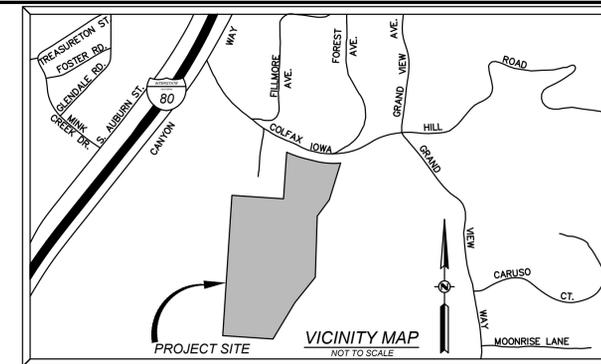
LEGEND

PROPERTY LINE / LOT LINE	---
SETBACK LINE	---BSL---
AC DIKE	=====
EASEMENT	- - - - -
MATCH EXISTING PROPERTY FENCE STYLE	- x - x - x -
6-FOOT SOLID WOOD FENCING	□ □ □ □ □
6-FOOT WROUGHT IRON FENCE	○ ○ ○ ○ ○
ACCESS GATE	⌢

PROPERTY INFORMATION	
LOCATION:	APN: 101-170-029 COLFAX, CA 95713
PROPERTY AREA:	PARCEL 4 OF 35 PM 103 12.903 AC
PARCEL 4 EXISTING ZONING:	R-M-1
PERMITTED USE:	SINGLE FAMILY
PROPOSED USE:	SINGLE FAMILY
PROPOSED SFR LOTS:	39 TOTAL

SHEET INDEX:

- 1 of 5 VESTING TENTATIVE SUBDIVISION MAP
- 2 of 5 POTENTIAL TREE IMPACT
- 3 of 5 UTILITY PLAN
- 4 of 5 GRADING PLAN
- 5 of 5 FENCING PLAN



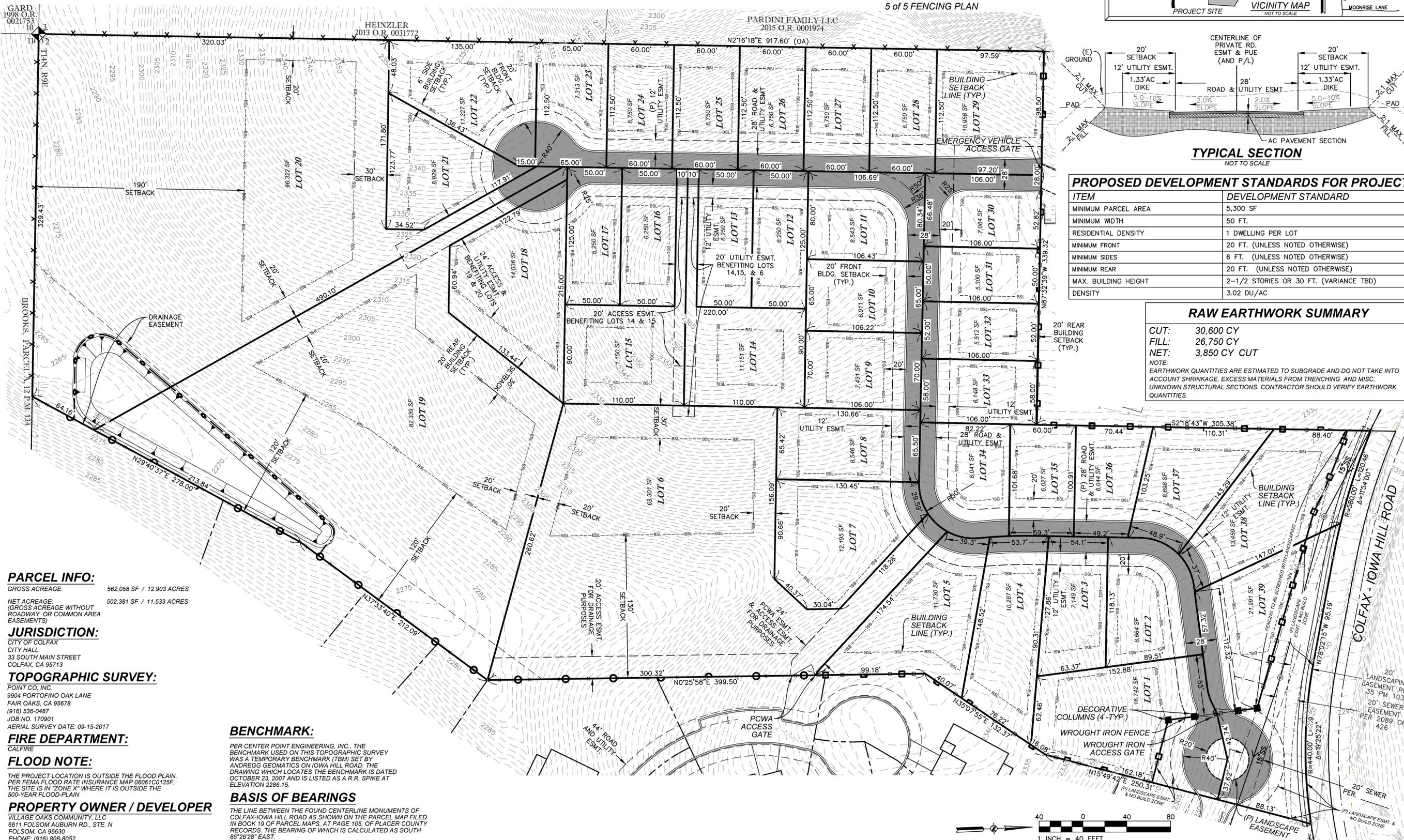
PROPOSED DEVELOPMENT STANDARDS FOR PROJECT

ITEM	DEVELOPMENT STANDARD
MINIMUM PARCEL AREA	5,300 SF
MINIMUM WIDTH	50 FT.
RESIDENTIAL DENSITY	1 DWELLING PER LOT
MINIMUM FRONT	20 FT. (UNLESS NOTED OTHERWISE)
MINIMUM SIDES	6 FT. (UNLESS NOTED OTHERWISE)
MINIMUM REAR	20 FT. (UNLESS NOTED OTHERWISE)
MAX. BUILDING HEIGHT	2-1/2 STORIES OR 30 FT. (VARIANCE TBD)
DENSITY	3.02 DU/AC

RAW EARTHWORK SUMMARY

CUT:	30,600 CY
FILL:	26,750 CY
NET:	3,850 CY CUT

NOTE: EARTHWORK QUANTITIES ARE ESTIMATED TO SUBGRADE AND DO NOT TAKE INTO ACCOUNT SHRINKAGE, EXCESS MATERIALS FROM TRENCHING, AND MISC UNKNOWN STRUCTURAL SECTIONS. CONTRACTOR SHOULD VERIFY EARTHWORK QUANTITIES.



PARCEL INFO:

GROSS ACREAGE:	562,058 SF / 12.903 ACRES
NET ACREAGE (GROSS ACREAGE WITHOUT ROADWAY OR COMMON AREA EASEMENTS):	502,381 SF / 11.533 ACRES

JURISDICTION:

CITY OF COLFAX
CITY HALL
33 SOUTH MAIN STREET
COLFAX, CA 95713

TOPOGRAPHIC SURVEY:

POINT CO. INC.
9904 PORTOFINO OAK LANE
FAIR OAKS, CA 95678
(916) 536-0487
JOB NO. 170901
AERIAL SURVEY DATE: 09-15-2017

FIRE DEPARTMENT:

CALFIRE

FLOOD NOTE:

THE PROJECT LOCATION IS OUTSIDE THE FLOOD PLAIN. PER FEMA FLOOD RATE INSURANCE MAP 06061C0125F, THE SITE IS IN "ZONE X" WHERE IT IS OUTSIDE THE 500-YEAR FLOOD-PLAIN

PROPERTY OWNER / DEVELOPER

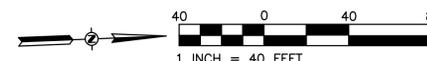
VILLAGE OAKS COMMUNITY, LLC
6611 FOLSOM AUBURN RD., STE. N
FOLSOM, CA 95630
PHONE: (916) 808-8052

BENCHMARK:

PER CENTER POINT ENGINEERING, INC., THE BENCHMARK USED ON THIS TOPOGRAPHIC SURVEY WAS A TEMPORARY BENCHMARK (TBM) SET BY ANDREGG GEOMATICS ON IOWA HILL ROAD, THE DRAWING WHICH LOCATES THE BENCHMARK IS DATED OCTOBER 23, 2007 AND IS LISTED AS A R.R. SPIKE AT ELEVATION 2286.15.

BASIS OF BEARINGS

THE LINE BETWEEN THE FOUND CENTERLINE MONUMENTS OF COLFAX-IOWA HILL ROAD AS SHOWN ON THE PARCEL MAP FILED IN BOOK 19 OF PARCEL MAPS, AT PAGE 105, OF PLACER COUNTY RECORDS, THE BEARING OF WHICH IS CALCULATED AS SOUTH 85°26'28" EAST.



DESIGN	BY	CHECK	DATE	REVISION
DRAWN	BY	DATE		
QUANT.	BY	DATE		

APPROVED

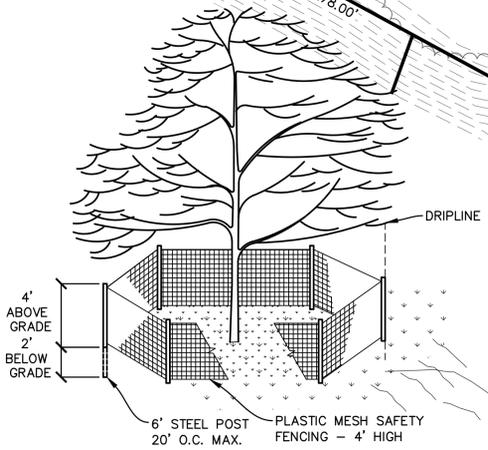
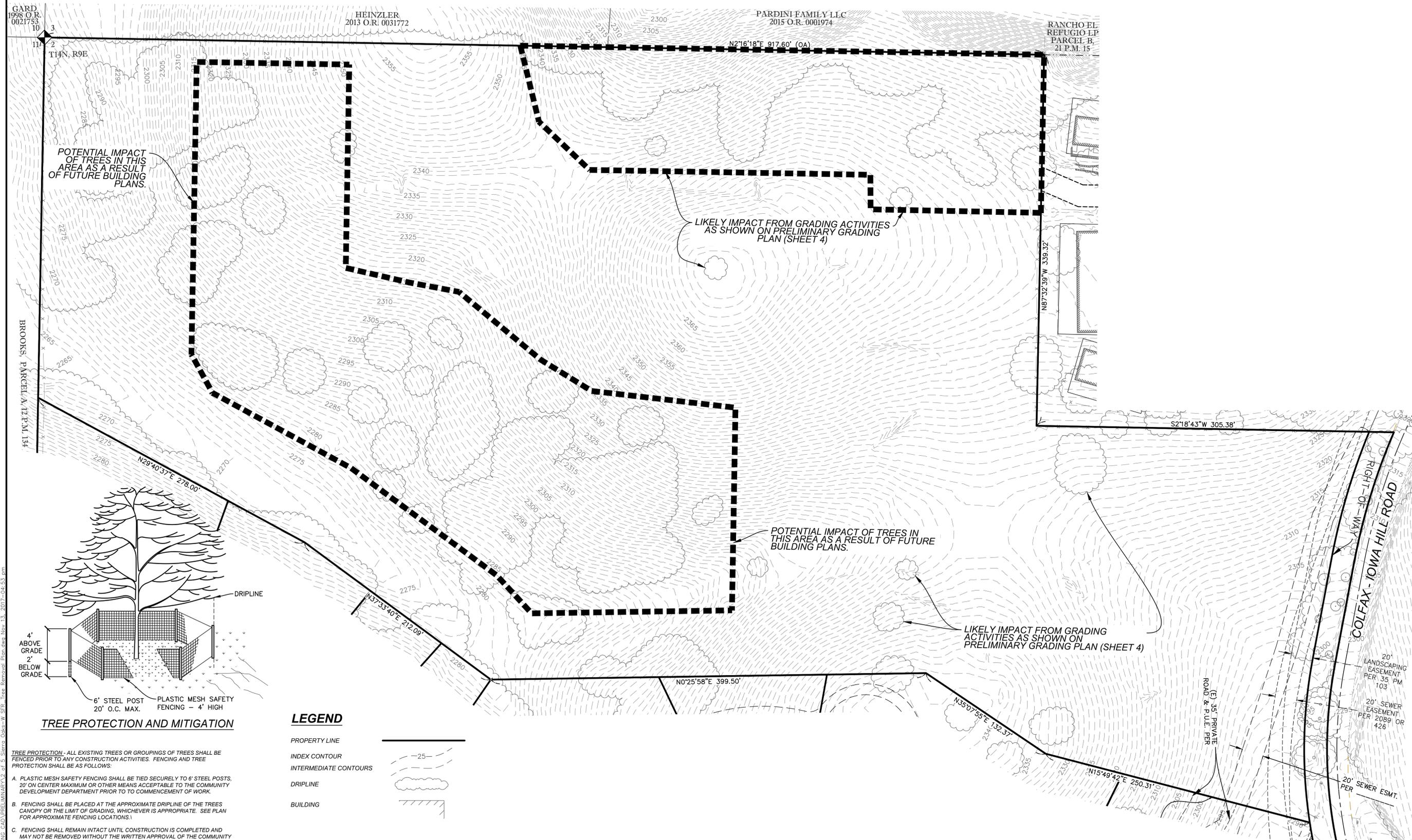
DESIGNER
RFE ENGINEERING, INC.
Civil Engineers - Planners - Surveyors
2280 RIVERVIEW DRIVE, SUITE 100
COLFAX, CA 95717
PHONE: (916) 872-7800 FAX: (916) 872-7804
WWW.RFEENGINEERING.COM

CLIENT
VILLAGE OAKS COMMUNITY, LLC
6611 FOLSOM AUBURN RD., STE N
FOLSOM, CA 95630
PHONE: (916) 802-8052

PROJECT
VILLAGE OAKS (PARCEL 4 OF 35 PM 103)
VESTING TENTATIVE SUBDIVISION MAP

Drawing of 1 of 5 Total
11-14-2017

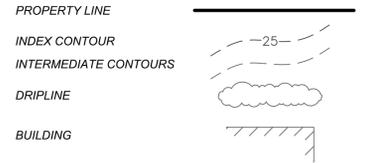
7/1/2018, Project 160334, P:\Projects\160334 - Village Oaks - W. SFR, TSM.dwg, Nov. 13, 2017, 04:52 pm



TREE PROTECTION AND MITIGATION

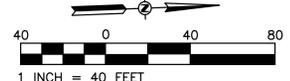
- TREE PROTECTION:** ALL EXISTING TREES OR GROUPINGS OF TREES SHALL BE FENCED PRIOR TO ANY CONSTRUCTION ACTIVITIES. FENCING AND TREE PROTECTION SHALL BE AS FOLLOWS:
- PLASTIC MESH SAFETY FENCING SHALL BE TIED SECURELY TO 6" STEEL POSTS, 20' ON CENTER MAXIMUM OR OTHER MEANS ACCEPTABLE TO THE COMMUNITY DEVELOPMENT DEPARTMENT PRIOR TO COMMENCEMENT OF WORK.
 - FENCING SHALL BE PLACED AT THE APPROXIMATE DRIPLINE OF THE TREES CANOPY OR THE LIMIT OF GRADING, WHICHEVER IS APPROPRIATE. SEE PLAN FOR APPROXIMATE FENCING LOCATIONS.
 - FENCING SHALL REMAIN INTACT UNTIL CONSTRUCTION IS COMPLETED AND MAY NOT BE REMOVED WITHOUT THE WRITTEN APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR.
 - ANY EXCAVATION, CUTTING, FILLING, PAVING OR COMPACTION OF THE EXISTING GROUND SURFACES WITHIN THE PROTECTED ZONE SHALL BE MINIMIZED. NO ADVERSE SIGNIFICANT CHANGE IN EXISTING GROUND LEVEL SHALL OCCUR WITHIN THE DRIPLINE OF ANY PROTECTED TREE.
 - CONSTRUCTION EQUIPMENT SHALL NOT BE STORED WITHIN THE PROTECTED ZONE. NO OIL, GAS, CHEMICALS OR OTHER SUBSTANCES THAT MAY BE HARMFUL TO TREES WILL NOT BE STORED OR DUMPED WITHIN THE PROTECTED ZONE, OR ANY OTHER LOCATION ON THE SITE FROM WHICH SUCH SUBSTANCES MIGHT ENTER THE PROTECTED ZONE.
 - TRENCHING, INCLUDING UNDERGROUND TRENCHING, WITHIN THE PROTECTED ZONE SHALL BE AVOIDED TO THE GREATEST EXTENT POSSIBLE. UNDERGROUND TRENCHING FOR UTILITIES SHALL AVOID MAJOR SUPPORT AND FEEDER ROOTS OF PROTECTED TREES TO THE GREATEST EXTENT POSSIBLE. IF AVOIDANCE IS IMPRACTICAL, TUNNELS SHALL BE MADE BELOW THE ROOTS.

LEGEND



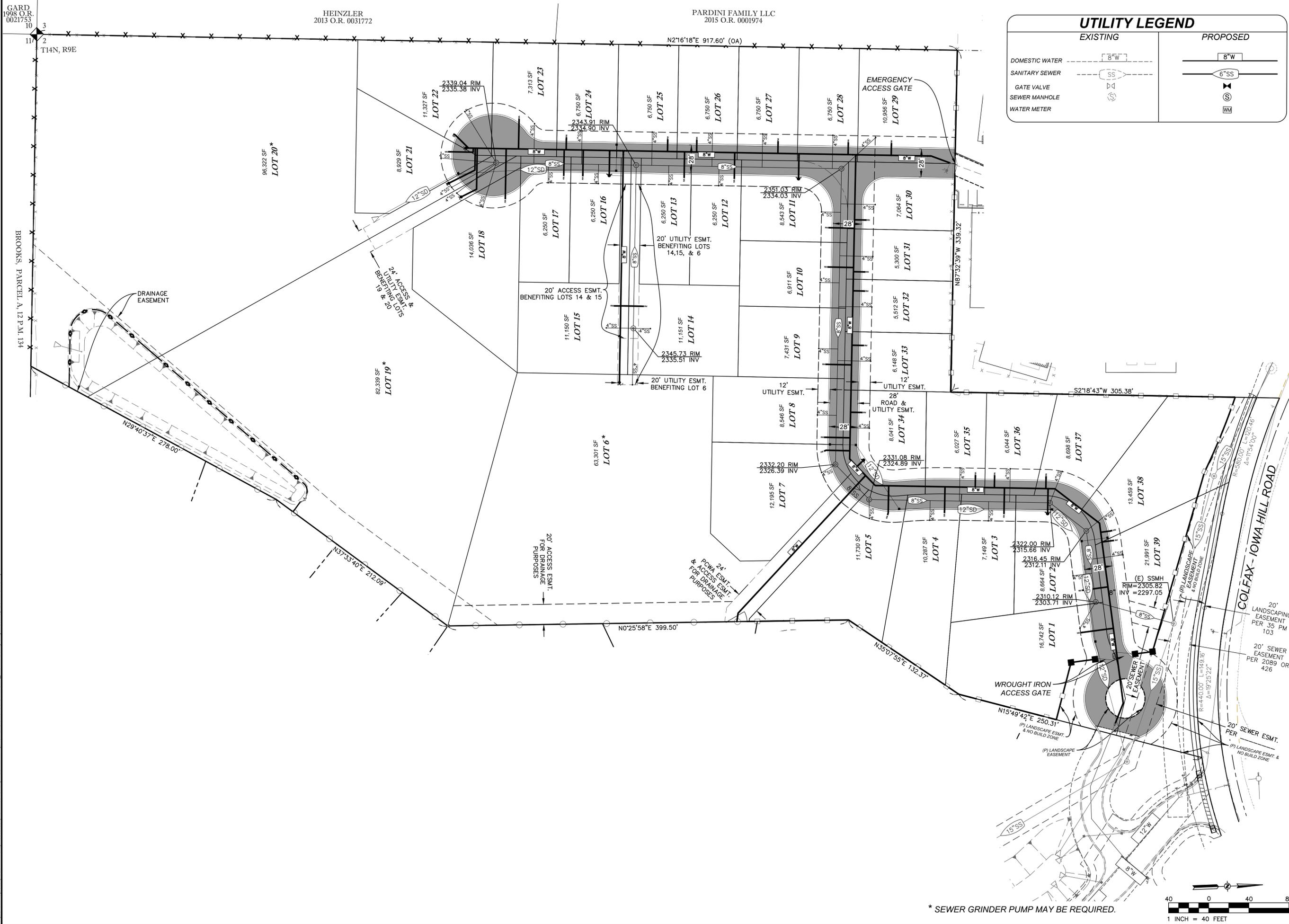
ARBORIST REPORT / TREE INVENTORY:

SITE PREVIOUSLY CLEARED PURSUANT TO SIERRA NEVADA ARBORIST REPORT DATED 10-12-2015 AND TREE HARVESTING PLAN NO. 2-17-004-PLA.



APPROVED		DATE		REVISION	
BY		DATE		REVISION	
BY	CHECK	NO.			
DESIGN	TEE	RFE			
DRAWN	TEE	RFE			
QUANT.					
0	1	2			
ORIGINAL SCALE IS IN INCHES					
<p>RFE ENGINEERING, INC. Civil Engineers • Planners • Surveyors 2280 Pch. #18 272-7800 Fax: 916-772-7804 www.RFEEngineering.com</p>					
<p>VILLAGE OAKS COMMUNITY, LLC 6611 FOLSOM AUBURN RD., STE N FOLSOM, CA 95630 PHONE: (916) 802-8052</p>					
<p>VILLAGE OAKS (PARCEL 4 OF 36 PM 103) POTENTIAL TREE IMPACT</p>					
Drawing	Sheet				
	2				
	of Total				
	5				
11-14-2017					

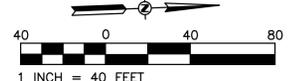
7-A-2018-Project-16034-Private-Extract-Working-CAD-RECLINARV2 of S Sierra Oaks - W SEP Tree Removal Plan.dwg, Nov. 13, 2017, 04:53 pm



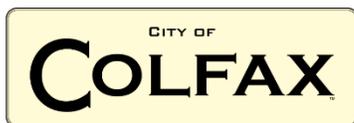
UTILITY LEGEND	
EXISTING	PROPOSED
DOMESTIC WATER 8" W	8" W
SANITARY SEWER 6" SS	6" SS
GATE VALVE GV	GV
SEWER MANHOLE SM	SM
WATER METER WM	WM

PROFESSIONAL ENGINEER STATE OF CALIFORNIA No. 03850 Exp. 3-31-18 CIVIL RFE ENGINEERING, INC. Civil Engineers - Planners - Surveyors 2800 Pch. #16772-7800 Fax: 916-772-7804 www.RFEEngineering.com	APPROVED DATE: _____ BY: _____ REVISION: _____
	CHECK NO. _____ BY: _____ TEE: _____ DESIGN: _____ DRAWN: _____ QUANT.: _____
VILLAGE OAKS COMMUNITY, LLC 6611 FOLSOM AUBURN RD., STE N FOLSOM, CA 95630 PHONE: (916) 902-8052	ORIGINAL SCALE IS IN INCHES 1" = 40' 2" = 80'
VILLAGE OAKS (PARCEL 4 OF 36 PM 103) PRELIMINARY UTILITY PLAN	Drawing of 3 of Total 5 11-14-2017

* SEWER GRINDER PUMP MAY BE REQUIRED.



GARD 1998 O.R. 0021753
 HEINZLER 2013 O.R. 0031772
 PARDINI FAMILY LLC 2015 O.R. 0001974
 BROOKS, PARCEL A, 12 P.M. 134
 2018 Project 16034 - Parcel 4 of 36 PM 103 - W. SEP. Prelim. Utility Plan, Nov. 13, 2017 - 04:54 pm.



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: CalOES Grant Generator Project Management Contract – Wood Rodgers

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$25,450	Fund(s): 560/561
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RECOMMENDED ACTION: Approve Resolution __-2020 authorizing the City Manager to enter into an agreement with Wood Rodgers for CalOES Grant Generator Project Management in an amount not to exceed \$25,450.

Summary/Background

The City of Colfax experienced an excessive level of power interruption (207 hours) during the Public Safety Power Shutoff (PSPS) in the month of October 2018. The PSPS events placed additional burden on the City of Colfax sewer collection system and Waste Water Treatment Plant (WWTP) back-up generators. Subsequently, CalOES released grant opportunities for communities' resource impacted by the PSPS event.

The City of Colfax City Council authorized the City Manager to apply for the replacement of the WWTP and sewer collection system generators. The City of Colfax was awarded \$300,000 for the aforementioned project. The Generator Project is required to be completed by October 31, 2022.

The Generator Project requires several steps to complete the task including:

- Development of generator procurement specification
- Bidding documents and RFP support
- Construction oversight
- Air quality permitting

Staff solicited a proposal from Wood Rodgers to perform project management services for the Generator Project. Wood Rodgers has an extensive experience with the City of Colfax sewer infrastructure including the back-up generators, thereby, reducing the information gathering costs to execute the tasks. The proposal from Wood Rodgers equates to 8% of the project cost, which is within in reason for the service.

Staff is recommending Council approve the contract with Wood Rodgers to provide project management services for the Generator Project.

Fiscal Impacts

The cost for procurement and installation of the WWTP and sewer collection system back-up generator is funded by the CalOES PSPS grant (\$300,000). The Wood Rodgers project management service is funded by Funds 560/561 in an amount not to exceed \$25,450.

SCOPE ITEM	ESTIMATED BUDGET	
TASK 1 – Generator Procurement Specifications	\$ 12,750	T&M
TASK 2 – Construction Support	\$ 8,580	T&M
TASK 3 – Air Quality Permit	\$ 3,120	T&M
TASK 4 – Travel and other Reimbursable	\$ 1,000	T&M
TOTAL BUDGET PER THIS PROPOSAL:	\$ 25,450	NTE

Attachments:

1. Resolution __-2020
2. Wood Rodgers Agreement
3. CalOES Funding Award Letter

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WOOD RODGERS FOR CALOES GRANT GENERATOR PROJECT MANAGEMENT IN AN AMOUNT NOT TO EXCEED \$25,450

WHEREAS, The City of Colfax experienced an excessive level of power interruption (207 hours) during the Public Safety Power Shutoff (PSPS) in the month of October 2019; and,

WHEREAS, CalOES released grant opportunities for communities’ resource impacted by the PSPS event; and,

WHEREAS, the City of Colfax was awarded \$300,000 for the aforementioned project. The Generator Project is required to be completed by October 31, 2022; and,

WHEREAS, staff solicited a proposal from Wood Rodgers to perform project management services for the Generator Project; and,

WHEREAS, the proposal from Wood Rodgers equates to 8% of the project cost, which is within in reason for the service.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Wood Rodgers for CalOES Grant Generator Project Management in an amount not to exceed \$25,450.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th of October 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor

Jaelyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this **29th day of October, 2020** by and between the **City of Colfax**, a municipal corporation of the State of California ("City") and **Wood Rodgers** ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit 1 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 1 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 1 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 1 hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term begins upon execution and expires October 31, 2022.** 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 1 or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed \$10,000. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:

- i. the date of performance of each of the Services,
- ii. identification of the person who performed the Services,
- iii. a detailed description of the Services performed on each date,
- iv. the hourly rate at which the Services on each date are charged,
- v. an itemization of all costs incurred and
- vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit 1 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.

Attachment 2

- 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 1 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 1 as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

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

Section 6. Insurance.

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

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby

Attachment 2

the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence-based insurance. General liability coverage written on a claims-made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.

Attachment 2

- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal

Attachment 2

progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Attachment 2

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

Attachment 2

and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

Attachment 2

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

If to Consultant: Wood Rodgers
3301 C Street, Building 100B
Sacramento, CA 95816-3342

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney



October 8, 2020

Mr. Wes Heathcock
 City of Colfax
 P.O. Box 702
 Colfax, CA 95713

**RE: Generator Replacement – Sewer Lift Stations 1, 2, 3, 5 and WWTP
 Professional Services Proposal**

Dear Wes:

We are respectfully submitting this proposal for the subject project which is based upon the project scope as described by you and information in email correspondence that we were provided. The work is summarized as follows with more detail provided in the “Scope of Work” section of this proposal letter. The City has been allocated \$300,000 from the California Office of Emergency Services (CalOES) to replace all of its backup power generators at four sewer lift stations and the wastewater treatment plant (WWTP)

- 1) Review existing generator specifications and site placement at the lift stations and the WWTP.
- 2) Prepare procurement specifications for the public advertising of replacement generators for the subject sites.
- 3) Develop plans to adapt the existing Lift Station 5 generator onto a trailer with a sound enclosure to convert it into a portable unit. Research options to sell the City’s remaining generators.
- 4) As necessary, identify a list of qualified suppliers to remove the existing generators and supply and install the new generators.
- 5) Publicly advertise the generator replacement project and send the bid notice to qualified suppliers.
- 6) Provide construction support services during construction/replacement of the generators
- 7) As necessary, prepare and process permit applications for the new generators through the Placer County Air Pollution Control District (APCD).

Wood Rodgers and its subconsultants (Wood Rodgers Team) are providing the additional design services as a consultant to Client, to be included with the services according to the terms as described under Task 1 and Task 2 in the original Professional Services Proposal provided, and as described herein.

Background

The CalOES has allocated a \$300,000 grant to the City of Colfax to replace all five backup power generators that operated at four sewer lift stations and at the WWTP. Generally, these generators consist of type tier 2 or 3 diesel powered motor with the following generator capacity.

Lift Stations 1 & 3:	60 KW
Lift Station 2:	130 KW
Lift Station 5:	175 KW
WWTP:	300 KW

Utilizing the grant funds, the City would like to replace these generators in kind with tier 4 diesel power generators.

Mr. Wes Heathcock
October 8, 2020
Page 2 of 3

Scope of Work

TASK 1 – Generator Procurement Specifications

Wood Rodgers will review the existing generator sites, specifications, and as-built drawings. That information will be used to develop specifications for procurement and installation of replacement generators. Wood Rodgers will coordinate with a potential supplier on plans to transfer the existing Lift Station 5 generator onto a trailer with a sound enclosure and other modifications necessary to make the generator portable. The generators will be specified for in-kind replacement but with the latest pollution control standards and efficiency (Tier 4). As needed, this work will include directly contacting qualified supplier in an effort to obtain as many bid responses as possible.

Deliverables

- *Bid documents for advertising.*

Conditions

- It is assumed that the existing generator foundations will support the new in-kind generators. This assumption will be reviewed during specifications development. If structural plans are needed then that work will be extra.

TASK 2 – Construction Support

Wood Rodgers will publicly bid the procurement specifications, respond to bidder questions, attend a half day walk at all of the generator sites, if necessary, and attend one Council meeting for award of the project. Construction support will further include the following:

- 1) Attend one pre-construction meeting
- 2) Review of final installation prior to start-up and testing
- 3) Attend generator commissioning (one day)

Deliverables

- *Responses to RFIs*
- *Project award staff report*
- *Post construction acceptance staff report*

Conditions

- City will submit bid advertisement to paper of local circulation

TASK 3 – Air Quality Permit

Wood Rodgers will prepare and process air quality permits for the five generators through APCD.

Task 4 – Travel and other Reimbursable

This task includes travel mileage from Wood Rodgers to Colfax, plan production, and other incidental costs based on Wood Rodgers fee schedule provided in Exhibit A.

Mr. Wes Heathcock
October 8, 2020
Page 3 of 3

Engineering Fee

Wood Rodgers will bill on a Time & Material (T&M) basis not-to-exceed (NTE) the budget estimate provided below without written authorization between the both parties. Wood Rodgers reserves the right to transfer budget between tasks without affecting the total project budget. Wood Rodgers estimates the following budgets will be required to complete the work described in this amendment proposal:

SCOPE ITEM	ESTIMATED BUDGET	
TASK 1 – Generator Procurement Specifications	\$ 12,750	T&M
TASK 2 – Construction Support	\$ 8,580	T&M
TASK 3 – Air Quality Permit	\$ 3,120	T&M
TASK 4 – Travel and other Reimbursable	\$ 1,000	T&M
TOTAL BUDGET PER THIS PROPOSAL:	\$ 25,450	NTE

CONDITIONS AND ASSUMPTIONS

1. This scope of work assumes any environmental documentation and approval is prepared and coordinated by others. Wood Rodgers will prepare basic project descriptions included in the procurement specifications.
2. The City will pay any applicable plan check, inspection, permit, advertising and application fees.
3. Coordination for approvals will be provided by the City only. No other agencies, except APCD, will be consulted, coordinated with, or sought out for approvals.
4. No structural calculations or plans will be needed to support the new in-kind generators.
5. Legal review of bidding documents is not included.
6. Expert witness services are not included.
7. The budget for individual task may be moved between task as necessary but the total budget will not be exceeded without prior written approval of both parties. Wood Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential cost increases associated with the development of this project.

We trust this Proposal Amendment is in sufficient detail to meet your needs and we thank you for the opportunity to provide the requested professional services. If you have any questions, please do not hesitate to call.

Sincerely,

IN AGREEMENT WITH THE ABOVE ITEMS

WOOD RODGERS, INC

CITY OF COLFAX



Jim Fletter, PE 73457
Associate Engineer

Wes Heathcock
City Manager

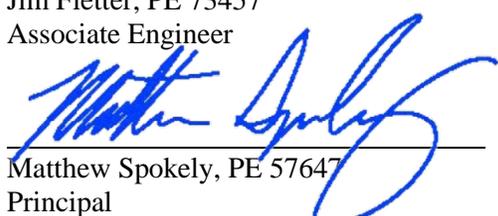

Matthew Spokely, PE 57647
Principal

EXHIBIT "A"



WOOD RODGERS

SACRAMENTO FEE SCHEDULE
 Effective January 1, 2020

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$220
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$150
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$115
CAD Technician III	\$150
CAD Technician II	\$130
CAD Technician I	\$115
Project Coordinator	\$130
Administrative Assistant	\$95
1 Person Survey Crew	\$210
2 Person Survey Crew	\$305
3 Person Survey Crew	\$390
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 57.5 cents per mile.

Fee Schedule subject to change January 1, 2021.

Attachment 3

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



February 20, 2020

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

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION
Fiscal Year (FY) 2019 Public Safety Power Shutoff (PSPS) Resiliency
Allocation
Cal OES ID#061-14498
Period of Performance: July 1, 2019 to October 31, 2022

Dear Mr. Heathcock:

Your proposal has been selected to receive funding through the California Governor's Office of Emergency Services (Cal OES), PSPS Program in the amount of \$300,000. Eligible activities under this allocation are limited to:

- Equipment
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage; and
 - Redundant emergency communications (e.g., battery-powered radios).
- Plans
 - Continuity plans;
Development/update of contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

Attachment 3

Wes Heathcock
February 20, 2020
Page 2 of 3

- Risk assessments for critical infrastructure and lifelines; and
- Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, cities will be required to collaborate with their county to support critical infrastructure and resiliency with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure that they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide two reports on the expenditures of the funds. The first report is due no later than **November 30, 2020**, and the second no later than **November 30, 2022**. These reports shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity, including whether the project or activity was completed and whether it was used during PSPS events.
- Must coordinate with the city planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 *et seq.*
- Comply with the California Public Records Act, Government Code section 6250 *et seq.*
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

Attachment 3

Wes Heathcock
February 20, 2020
Page 3 of 3

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: City of Colfax

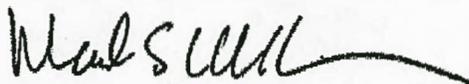
Signature of Authorized Agent: 

Printed Name of Authorized Agent: Wes Heathcock

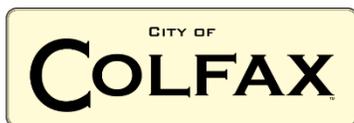
Title: City Manager Date: 2/20/2020

Your dated signature is required on this Notification of Subrecipient Allocation. Please sign and return to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: Amendment to Agreement for Consulting Services with GHD Inc. for Topographic Surveying Services for the Community Development Block Grant Pavement Rehabilitation Project

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount:\$35,462	Fund(s): 358
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to Amend the Agreement for Consultant Services with GHD Inc. for Topographic Surveying Services associated with the future Community Development Block Grant Pavement Rehabilitation Project in the amount of \$5,850.00 for a total not to exceed amount of \$35,462.00.

Summary/Background

On June 10, 2020 the City Council approved Resolution 30-2020 which authorized the City Manager to execute an Agreement for Consulting Services with GHD Inc. to perform topographic surveying services associated with the City streets identified in the Community Development Block Grant (CDBG) Pavement Rehabilitation application.

Additionally, a topographic survey consists of two parts. The first is the field survey which involves collecting all of the relevant data into an electronic recording device. The second involves post processing this data into an actual topographic map. Surveying staff accomplishing this work have indicated that there are many more data points to process than originally anticipated, and therefore additional effort is needed to finish the topographic maps.

Staff has received an estimate from GHD that this additional work can be accomplished for a not to exceed amount of \$5,850. Because of the extra work required to complete the topographic survey, staff recommends that the City Council authorize the City Manager to amend the Agreement for Consultant Services with GHD Inc. for Topographic Surveying Services associated with the CDBG Pavement Rehabilitation in the amount of \$5,850 for a total not to exceed amount of \$35,462.00.

Fiscal Impacts

The total project is funded with the CDBG grant (Fund 357) for Pavement Rehabilitation. The proposed amended Agreement with GHD Inc. is in the amount not to exceed \$35,642.00.

Attachments:

1. Resolution __ - 2020
2. GHD Contract

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT FOR CONSULTANT SERVICES WITH GHD INC. FOR TOPOGRAPHIC SURVEYING SERVICES ASSOCIATED WITH THE FUTURE COMMUNITY DEVELOPMENT BLOCK GRANT PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$5,850 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$35,462

WHEREAS, on June 10, 2020, the City Council approved Resolution 30-2020 which authorized the City Manager to execute an agreement for Consulting Services with GHD Inc. to perform topographic services associated with City streets identified in the Community Development Block Grant (CDBG) Pavement Rehabilitation application; and,

WHEREAS, the post processing of the electronic data collected in the field is requiring additional effort due to the complexity and number of the data points collected; and,

WHEREAS, staff has received a not to exceed estimate of \$5,850.00 to complete the additional work identified and finds this estimate acceptable.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, authorizes the City Manager to amend the Agreement for Consulting Services with GHD Inc. for topographic surveying services for the Community Development Block Grant Pavement Rehabilitation project in the not to exceed amount of \$5,850.00 for a total contract not to exceed amount of \$35,462.00.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th of October 2020 by the following vote of the Council:

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

ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **11th** day of **June, 2020** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **GHD Inc.** ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for three (3) years with an option for a two (2) year extension commencing the day following the elected body approval.** 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 in an amount not to exceed \$5000. 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.

Section 5. Indemnification.

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

Section 6. Insurance.

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

- A. **Workers' Compensation Coverage.** Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. **General Liability Coverage.** General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. **Automobile Liability Coverage.** Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. **Policy Endorsements.** Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
 1. The City, and its elected or appointed officials, employees and agents shall be

named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.

2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the

Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment

to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute

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

- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: GHD Inc
743 Reserve Drive
Roseville, CA 95678

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: 

Signature: 

Printed Name: Was Heathcock

Printed Name: ~~PR~~ KAMESH VEDULA

Title: City Manager

Title: PRINCIPAL

Date: 7/8/2020

Date: 7/13/2020

APPROVED AS TO FORM:


City Attorney



Exhibit A

Colfax Streets Project Surveying, Mapping and Control

GHD shall perform any and all surveys and base mapping necessary for the preliminary engineering, detailed design, conform requirements to existing topography, and/or infrastructure design. Project surveying and mapping shall include, but not be limited to establishing a datum; setting vertical and horizontal control; and detailed topographic surveys.

The mapped areas will include everything within the paved areas of Pleasant Street from the Water Tanks access road to Depot Street, School Street from Pleasant Street to Main Street, Church Street from Culver Street to Rising Sun Street, and Forest Hill Street from Vista Avenue to SR 174. Additional topographic mapping will be provided along these routes as needed for the pavement repair design

Mapping product will be a digital base map with surface, tied to the project datum. Project control and mapping will meet the Caltrans Orders of Survey Accuracy at a mapping scale of 1" = 20' and a one-foot contour interval. All work under this phase will be performed under the direction of a California Licensed Land Surveyor.

Project Surveying, Mapping and Control

Project Survey Datum & Control

The horizontal control survey will be based on the North American Datum of 1983 using the California Coordinate System of 1983 (CCS83). The Vertical Datum will be the North American Vertical Datum of 1988 (NAVD88). The survey datum for the project will be determined by Continuously Operating reference Stations (CORS), if not directed otherwise by the Client. Semi-permanent control monuments will be positioned to facilitate construction staking in the future.

Topographic Mapping

The Topographic Survey will include all surface features including but not limited to spot elevations, grade break lines, drainage swales, existing utilities, manholes, manhole ring elevations, drainage structures, high points, low points, vents, meter vaults, valve pits and any other physical features that could impact the design. Additional locations will be provided at utility markings if arranged by client.

Exclusions and Assumptions to scope are as follows:

1. Boundary surveying is not included.
2. The location of underground utilities and structures will be shown in their approximate location as determined from surface evidence and system maps. Potholing of utilities is not included in this scope.

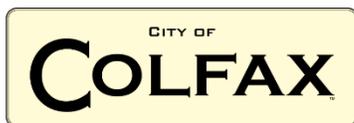
Aerial Image Overlay

A scaled rectified photo base will be obtained with the use of a drone. The digital photo will have a pixel size of approximately 0.04' and scalable. This overlay will be made part of the topographic survey map.

- *Work Products/Deliverables: Survey control base, topographic mapping, Aerial Overlay, Surface model.*

Cost

The scope of the surveying work cost is \$29,612.



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Vegetation Ordinance Outreach

Budget Impact Overview:

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

Summary/Background

At the October 14th City council meeting, Councilman Joe Fatula requested placing the Vegetation Ordinance outreach material on the October 28th City Council meeting. The Vegetation Ordinance goes into effect January 2021.

Staff is working with CalFIRE to establish outreach material. The goal is to promote the Vegetation Ordinance outreach material on the City website and social media. COVID-19 restrictions do not allow for in-person outreach as previously planned to the local community groups. Battalion Chief Brian Eagan will speak to the concepts staff is developing for the outreach at the October 28th City Council meeting.

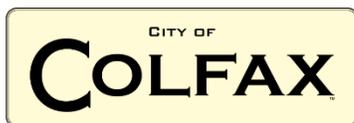
Staff's approach to enforcement will begin with educating the property owner of the Vegetation Ordinance requirements. Subsequently, violation notices and fines would be assessed. According to CalFIRE, statically property owners resolve the vegetation maintenance issue after the first encounter of education. It is only the extreme situation where violators are not willing to comply, which would result in fines.

Fiscal Impacts

N/A

Attachments:

None



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: 99 Railroad Street Rent Waiver – Rainbow Music

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2020 authorizing the City Manager to waive the Rainbow Music rent at 99 Railroad Street (Pullman Railcar) for the months of August through December 2020.

Summary/Background

The City Council authorized the lease agreement with Rainbow Music at 99 Railroad Street (Pullman Railcar) in 2018. The lease term was for one-year with the option of a month to month at the end of the lease term. Rainbow Music has been under the month to month agreement since September 2019.

The agreement was for a lease rate of \$500 per month with the option to reduce the rent monthly by repairing the Pullman Railcar windows. The monthly credit for the in-kind window replace is \$150. Staff has confirmed the in-kind work was performed and inspected as per the agreement.

Rainbow Music was impacted by the COVID-19 pandemic similar to other businesses. According to the attached letter from Rainbow Music, their operation is suspended until next calendar year. Subsequently, Rainbow Music is requesting a waiver of the rent from August to December of 2020 because of the hardship.

Fiscal Impact:

Rainbow Music request for a rent waiver total value is \$2,500. The Pullman Railcar utilities are connected through the Depot Building, therefore, utility costs will exist with or without a tenant.

Attachments:

1. Resolution __-2020
2. Letter from Rainbow Music

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO WAIVE THE RAINBOW MUSIC RENT AT 99 RAILROAD STREET (PULLMAN RAILCAR) FOR THE MONTHS OF AUGUST THROUGH DECEMBER 2020.

WHEREAS, the City Council authorized the lease agreement with Rainbow Music at 99 Railroad Street (Pullman Railcar) in 2018; and,

WHEREAS, the agreement was for a lease rate of \$500 per month with the option to reduce the rent monthly by repairing the Pullman Railcar windows; and,

WHEREAS, Rainbow Music was impacted by the COVID-19 pandemic similar to other businesses; and,

WHEREAS, Rainbow Music is requesting a waiver of the rent from August to December of 2020 because of the hardship in the sum of \$2,500.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to waive the Rainbow Music rent at 99 Railroad Street (Pullman Railcar) for the months of August through December 2020.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th of October 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor

Jaclyn Collier, City Clerk

Attachment 2

Oct. 19, 2020

TO: The City of Colfax
FROM: Rob & Christine Bonner
RE: Railcar Tenancy

We have been in business in the City of Colfax for over 35 years and would very much like to continue. We are also very grateful for the opportunity to have our business in the Railcar.

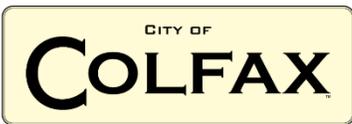
This Global Pandemic has made it very difficult to continue with our private music instruction. We are both professional musicians and our concert season schedule has been cancelled for the rest of the year. Rob lost all of his classes for the summer and for the fall semester at Sierra College where he has been a professor of music for 30 years. Having said that, we have continued to pay our monthly rent and insurance through July 2020.

Since we have not been able to generate any income at the Railcar, we are finding it increasingly more difficult to continue paying the \$350 (+ 150 trade) agreed upon monthly rental payment and required liability insurance. Rob and I are requesting forgiveness for our monthly rent payments for the months of August through December 2020.

We are also hoping The City of Colfax will allow us that same timeframe to re-negotiate our lease terms.

Thank you,

Rainbow Music Co.



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Blue Centerline on Culver Street

Budget Impact Overview:

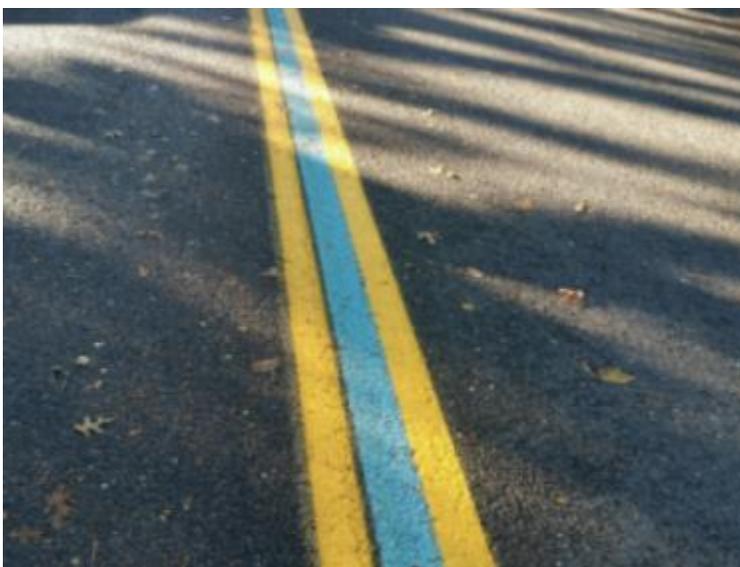
N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and provide direction to staff on adding a blue centerline on Culver Street in conjunction with the Road Improvement Project.

Summary/Background

At the October 14th City Council meeting, Mayor Marnie Mendoza requested the concept of adding a blue centerline on Culver Street to the October 28th City Council meeting. The blue centerline was proposed for Culver Street between W. Oak Street and W. Grass Valley Street. The cost to add the blue centerline is estimated at \$500 - \$1,000. If approved, staff would recommend placing the blue centerline at the time the Road Improvement Project reconstructs Culver Street.

The image below is a view sample of the blue centerline added between the yellow lines:

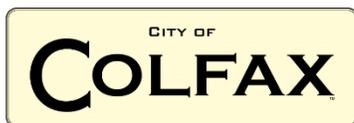


Fiscal Impacts

None

Attachments:

None



Staff Report to City Council

FOR THE OCTOBER 28, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Letter to Placer County – PCSO Contract Negotiations

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and provide direction to staff on the development of a letter to Placer County regarding the PCSO Contract Negotiations.

Summary/Background

At the October 14th City council meeting, Mayor Pro Tem Sean Lomen requested placing the concept of drafting a letter to Placer County regarding the Placer County Sheriff Office (PCSO) contract negotiations on the October 28th City Council meeting. Staff reached out to Todd Leopold (Placer County Executive Director) requesting contract negotiations information. Todd will speak on the PCSO contact negotiations at the October 28th City Council.

Staff is requesting council discuss and provide direction.

Fiscal Impacts

PCSO contract changes with Placer County have a direct impact on the contract for services cost between the City of Colfax and Placer County.

Attachments:

None