

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza
Councilmembers · David Ackerman · Joe Fatula · Sean Lomen

REGULAR MEETING AGENDA

May 11, 2022

Regular Session: 6:00PM

This Regular Meeting of the City Council is being held pursuant to Government Code Section 54953(e) which authorizes meetings to be held by teleconference. The Governor’s proclaimed state of emergency remains in effect and the City Council has made or will make the legal findings necessary to hold meetings by teleconference. You may access the meeting and address the Council by any of the following means:

ZOOM at

<https://us02web.zoom.us/j/89312756134>

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

893 1275 6134

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1(301) 715-8592

Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

1 CLOSED SESSION (No Closed Session)

2 OPEN SESSION

2A. Call Open Session to Order

2B. Report from Closed Session

2C. Pledge of Allegiance

2D. Roll Call

2E. 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 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.

3A. **SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services MOU – Placer County** (Pages 4-15)

Recommendation: Authorize the City Manager to execute a SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services Memorandum of Understanding with Placer County up until terminated by either party.

3B. **Minutes** (Pages 16-19)

Recommendation: By Motion, approve the Colfax City Council minutes of 4/27/22.

3C. **Ordinance 547 Amending Colfax Municipal Code Title 6, Chapter 6.20 “Limitations on the Number of Animals” (Chickens), to be effective 30 days after adoption.** (Pages 20-30)

Recommendation: Waive the second reading and adopt Ordinance 547, an Ordinance of the City of Colfax Amending Colfax Municipal Code Title 6, Chapter 6.20 “Limitations on the Number of “Animals (Chickens), to be effective 30 days after adoption.

3D. **Painting of Stop Bars and Crosswalks Downtown** (Pages 31-46)

Recommendation: Adopt Resolution __-2022 authorizing the City Manager to execute a contractor agreement with Right Striping for the painting of step bars and crosswalks throughout downtown in a combined amount not to exceed \$11,112.

*** End of Consent Calendar ***

4 AGENCY REPORTS

- 4A. **Placer County Sheriff Department**
- 4B. **CHP**
- 4C. **Placer County Fire Department/CALFIRE**
- 4D. **Non-Profits**

5 PRESENTATION

- 5A. **Presentation by Mike Luken, Executive Director, Placer County Transportation Planning Agency** (Pages 47-60)
South Placer Transportation Sales Tax Measure and how it could impact the City of Colfax. Discussion of other approaches to funding transportation infrastructure in Colfax.

6 PUBLIC HEARING (No Public Hearing)



7 PUBLIC COMMENT

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed three (3) minutes per speaker. Written comments should not exceed 500 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of three (3) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

8 COUNCIL AND STAFF

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

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

8B. City Operations Update – City Manager

9 COUNCIL BUSINESS (No Council Business)

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

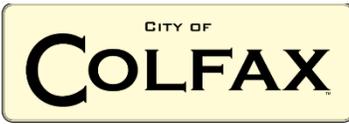
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>



Marguerite Bailey, 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





Staff Report to City Council

FOR THE MAY 11, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services MOU – Placer County

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$6,000	Fund(s): 100 (CalRecycle SB 1383 Grant)
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RECOMMENDED ACTION: Authorize the City Manager to execute a SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services Memorandum of Understanding with Placer County up until terminated by either party.

Summary/Background

The City of Colfax has the authority and is required to implement the requirements of Senate Bill (SB) 1383 as adopted in regulatory text Code California Code of Regulations Title 14, Division 7, Chapter 3 to reduce organic waste, including edible food, from disposal in landfills. The City of Colfax is exempt from the collection aspects of SB 1383, however, the City is still required to educate, inspect, and enforce businesses covered under Code Sections: Title 14, CCR Sections: 18985.2; 18991.1; 18991.5; and 18995.1.

Placer County Environmental Health currently has the responsibility and expertise to provide to consumers food that is safe, unadulterated, and honestly presented through the adoption of science-based standards in accordance with statewide health and sanitation standards, regulations, and laws in accordance with the California Retail Food Code that is currently applied to businesses within the City of Colfax. The County is specially trained, experienced, and competent to provide educational resources to and perform inspections of edible food generators and food recovery organizations as defined in Senate Bill 1383 and staff believes it is in the community's best interest to enter a Memorandum of Understanding (MOU) with Placer County to perform the aforementioned services.

Fiscal Impact:

The MOU with Placer County to provide education and inspection services is anticipated to cost up to \$6,000 for the term. The value of the MOU will be funded from the SB 1383 CalRecycle grant.

Attachments:

1. Placer County Resolution/MOU

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Edible Food Generator and Food Recovery Organization Education and Inspection Services
 CONTRACT NO. **HHS000491**
 BEGINS: May 12, 2022
 ADMINISTERING AGENCY: Health and Human Services, Environmental Health

This is an Agreement made and operative as of the 12th day of May, 2022, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

WHEREAS, CITY has the authority and is required to implement the requirements of Senate Bill 1383 as adopted in regulatory text Code California Code of Regulations Title 14, Division 7, Chapter 3 to reduce organic waste, including edible food, from disposal in landfills, and

WHEREAS, the COUNTY has the responsibility and expertise to provide to consumers food that is safe, unadulterated, and honestly presented through the adoption of science-based standards in accordance with statewide health and sanitation standards, regulations, and laws in accordance with the California Retail Food Code, and

WHEREAS, COUNTY is specially trained, experienced, and competent to provide educational resources to and perform inspections of edible food generators and food recovery organizations as defined in Senate Bill 1383 and CITY has determined to rely on such representations, and

WHEREAS, CITY has determined that it is beneficial for COUNTY to provide educational resources and specified inspection services of edible food generators and food recovery organizations as defined in Senate Bill 1383 through the Environmental Health Division of the Placer County Health and Human Services Department, and COUNTY has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

1. **SERVICES**: CITY agrees to coordinate with COUNTY and delegate authority to COUNTY to provide CITY with services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS**: This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CITY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT**: COUNTY may collect fees from CITY or directly from facilities identified by CITY as subject to SB1383 requirements. For fees incurred that have not been directly paid from facilities, CITY will pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant

to this Agreement. This payment amount shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to CITY on a monthly basis, within 30 days of the close of each calendar month. CITY will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

CITY'S INVOICING ADDRESS

Attn: Wes Heathcock, City Manager
 City of Colfax
 P.O. Box 702
 Colfax, CA 95713

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from May 12, 2022, until terminated by either party.
7. **TERMINATION:**
- 7.1. CITY and COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other party. If the CITY gives notice of termination for cause, COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.
- 7.2. In the event CITY terminates this Agreement, COUNTY shall be paid for all work performed according to the County's fee schedule.
8. **RECORDS:**
- 8.1. If Agreement is state or federally funded, COUNTY will be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7).
9. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit B, attached hereto, for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
10. **CONFIDENTIALITY of RECORDS and INFORMATION:** COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify CITY of any discovered instances of breaches of confidentiality. COUNTY will ensure that any subcontractors' agents receiving

confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Robert L. Oldham, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: Wes Heathcock, City Manager
City of Colfax
P.O. Box 702
Colfax, CA 95713

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **NONDISCRIMINATION:** During the performance of this Agreement, CITY and COUNTY shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
13. **ASSIGNMENT:** COUNTY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of CITY. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
14. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CITY. This Agreement shall not restrict COUNTY from entering into similar, equal or like goods and/or services with other entities or sources. COUNTY shall only provide those services as defined by this agreement.
15. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
16. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
17. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
18. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term

“electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF COLFAX ("CITY") *

COUNTY OF PLACER ("COUNTY")

_____ Signature
_____ Print Name
Date: _____

_____ Robert L. Oldham, Director, Department of Health & Human Services
Date: _____

Approved as to Form Office of City Attorney
_____ Signature
_____ Print Name
Date: _____

Approved as to Form Office of Placer County Counsel
_____ Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

EXHIBIT A**SCOPE OF SERVICES****1. DESCRIPTION OF SERVICES:**

- 1.1. COUNTY shall perform services within the incorporated jurisdiction of CITY. CITY herein designates the COUNTY, and the COUNTY herein agrees to conduct inspections of edible food generators and food recovery organizations on behalf of the CITY for purposes set forth in this contract.
- 1.2. COUNTY will provide education and perform inspection within CITY'S jurisdiction to determine compliance with SB 1383 as it pertains to edible food generators and food recovery organizations.
- 1.3. COUNTY will provide annually (each July 1st) a list of eligible food generators and food recovery organizations located within the jurisdiction to the CITY. CITY will be responsible for review and validation of the list. CITY will approve edible food generators and food recovery organizations to be inspected by the COUNTY. COUNTY agrees to provide CITY with accurate documentation and reports, compliant with SB 1383, regarding education and inspection services provided by COUNTY.
- 1.4. COUNTY may collect fees from facilities identified by CITY as subject to SB1383 requirements to recover cost of providing services and shall retain all such fees. CITY is responsible for paying fees not submitted by such facilities.
- 1.5. If CITY requires additional services outside of this agreement, a separate agreement for those services will be established.

EXHIBIT B**PAYMENT PROVISIONS**

This is a fee for services contract. COUNTY will be paid for services at the current Commercial Edible Food Generator Fee rate listed on the COUNTY Environmental Health Fee Schedule, or otherwise approved by the Board. All rates are per inspection. At the time of execution, the current county fee is \$103 per inspection, which is subject to adjustment by the Board of Supervisors. The fee in effect at the time will be the applicable fee for the duration of this agreement.

COUNTY may collect fees from CITY or directly from facilities identified by CITY as subject to SB1383 requirements. CITY is responsible to paying COUNTY for fees it is unable to collect from facilities.

EXHIBIT C**PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS**

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CITY hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CITY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY. CITY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY or the COUNTY or to enlarge in any way the CITY'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. **INSURANCE:**

CITY shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing. City's evidence of self-insured status shall meet these requirements.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CITY'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY.

CITY shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CITY in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CITY carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CITY carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CITY shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CITY shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CITY, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

8. ADDITIONAL REQUIREMENTS:

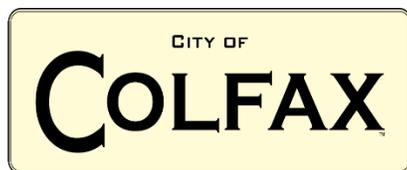
Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CITY shall be responsible for all deductibles in all of the CITY's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CITY's Obligations - CITY'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY'S obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, April 27, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 CLOSED SESSION

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

Mayor Burruss called the closed session to order at 5:02pm.

1B. **Roll Call**

Present: Councilmember Ackerman, Councilmember Fatula, Mayor Pro Tem Mendoza, Mayor Burruss

Absent: Councilmember Lomen

1C. **Public Comment** received from Ken Teichmann.

1D. **Closed Session**

(a) Public employee performance evaluation pursuant to Government Code Section 54947

Title: City Manager.

Ended 5:25pm

2 OPEN SESSION

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

Mayor Burruss called the open session to order at 6:02pm.

2B. **Report from Closed Session**

No Reportable Action from Closed Session.

2C. **Pledge of Allegiance** made by BSA Scout Bennett Battiato.

2D. **Roll Call**

Present: Councilmember Lomen, Councilmember Ackerman, Councilmember Fatula, Mayor Pro Tem Mendoza, and Mayor Burruss.

Absent:

2E. **Approval of the Agenda Order**

Item 3D, (SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services MOU – Placer County) was pulled and the remaining consent items were considered for approval.

MOTION made by Councilmember Fatula and seconded by Councilmember Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

3 CONSENT CALENDAR

3A. **Authorize remote teleconference meetings pursuant to Government Code Section 54953(e)[AB 361]**

Recommendation: Adopt Resolution 12-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953 (e)[AB 361].

- 3B. **Quarterly Sales Tax Analysis**
Recommendation: Accept and File.
- 3C. **Minutes**
Recommendation: By Motion, approve the Colfax City Council minutes of 3/23/22.
- 3D. ~~**SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services MOU—Placer County**~~
~~**Recommendation:** Authorize the City Manager to execute a SB 1383 Edible Food Generator and Food Recovery Organization Education and Inspection Services Memorandum of Understanding with Placer County up until terminated by either party.~~
- 3E. **March Cash Summary**
Recommendation: Accept and File.
- 3F. **Quarterly Investment Report – Quarter ended 03-31-2022**
Recommendation: Accept and File.

End of Consent Calendar

By **MOTION**, approve the consent calendar excluding 3C.

MOTION made by Councilmember Fatula, and seconded by Councilmember Ackerman, and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

Item 3C was discussed. Councilmember Fatula requested clarity for Item 8A. Committee Reports and Colfax Informational Items in the Minutes of 3/23/22.

MOTION made by Councilmember Fatula to approve Item 3C, and seconded by Councilmember Ackerman, and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

4 **AGENCY REPORTS**

- 4A. **Placer County Sheriff Office** – Sergeant Kevin Griffiths provided public safety announcements.
- 4B. **CHP** – Not in Attendance
- 4C. **Placer County Fire/CALFIRE** – Battalion Chief Jeff Loveless provided a department update. Deputy Chief Mike Rufenacht also spoke.
- 4D. **Non-Profits** – Chamber of Commerce President, Tim Ryan spoke about recent and upcoming events.

5 **PRESENTATION (None)**

6 **PUBLIC HEARING**

- 6A. **Ordinance 547 Amending Colfax Municipal Code Title 6, Chapter 6.20 “Limitations of Number Of Animals” (Chickens)**
Recommendation: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the May 11, 2022, regularly scheduled meeting, to be effective 30 days thereafter.
Item was introduced by City Attorney, Alfred “Mick” Cabral. Public Comment received by Tom Parham. Council discussed the item.

MOTION made by Councilmember Lomen to approve the proposed ordinance and seconded by Councilmember Fatula. Motion passed with the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza

NOES: Burruss

ABSTAIN:

ABSENT:

7 **PUBLIC COMMENT**

None.

8 **COUNCIL AND STAFF**

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

Councilmember Lomen announced the next Placer Sierra Fire Safe Council Meeting would be held on 4/28/2022. Councilmember Fatula stated that he was in the process of developing the Council Policies with Mayor Burruss. Mayor Burruss advised that she participated in a networking retreat with SACOG, and that she would be on two teams at the upcoming Cap-to-Cap Event. She also provided an update on the direction for the Placer Regional Homelessness Ad Hoc Committee.

8B. **City Operations Update – City Manager –** City Manager, Wes Heathcock provided an update on the Colfax Hotel. He also stated that Pioneer Energy is considering a Biomass Facility at the Closed Landfill.

9 **COUNCIL BUSINESS**

9A. **3rd of July Event Coordinator and Funding
Presentation: Wes Heathcock, City Manager**

Recommendation: Discuss and consider approving Green Machine request of \$10,000 to fund the 3rd of July fireworks and \$1,000 for general event costs for a total amount of \$11,000.

Item was presented by Mayor Burruss. Green Machine President, Andrea Harrison introduced Board Members, Vice President Ty Conners, April Doherty, Treasurer and Isaac, the Youth Open Gym Coordinator.

Kim Douglass provided public comment and discussed drones display as an alternative to fireworks. Amey Wheeler provided public comment.

MOTION made by Councilmember Lomen to approve Green Machine request, and seconded by Mayor Pro Tem Mendoza, and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

10 **GOOD OF THE ORDER**

City Council thanked the Green Machine for their work in the community and also for taking on the 3rd of July Event again. Councilmember Fatula and Mayor Burruss described an automatic transfer switch for home generators. Mayor Pro Tem Mendoza stated she connected with the owner of JS West Propane and had his contact info for the future. Mayor Burruss discussed a letter of support for Congressman La Mafa and Congressman McClintock for fire suppression on Federal land. Mayor Burruss also suggested the discussion of a formation of a Youth Advisory Board Council. Mayor Pro Tem Mendoza also spoke about the suggestion and Councilmember Ackerman entertained the discussion for the future. Lastly, Mayor Burruss thanked City Manager, Wes Heathcock for bringing in an additional 20 million dollars in grants to the City for various projects.

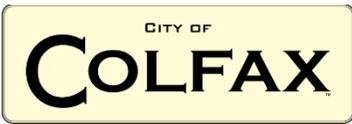
11

ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 6:54 pm. Respectfully submitted to City Council this 11th day of May, 2022.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE MAY 11, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Ordinance 547 Amending Colfax Municipal Code Title 6, Chapter 6.20
 “Limitations On Number Of Animals” (Chickens)

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Waive the second reading and adopt Ordinance 547, an Ordinance of the City of Colfax Amending Colfax Municipal Code Title 6, Chapter 6.20 “Limitations on the Number of Animals” (Chickens), to be effective 30 days after adoption.

Summary/Background

This proposed ordinance was initially introduced at the December 8, 2021, regular City Council meeting. After holding a public hearing, the Council referred the draft ordinance to an ad hoc committee composed of Council Members Fatula and Lomen to consider comments made at the public hearing by the public and Council. The ad hoc committee completed its review, recommended several changes, and presented a revised ordinance for Council consideration at the April 27, 2022, regular meeting.

The revised draft ordinance was introduced by title only at the April 27, 2022, meeting. After holding a public hearing at which only one adverse public comment was received, Council waived the first reading and scheduled the ordinance for adoption at the May 11, 2022, regular meeting. If adopted at that meeting, the ordinance will become effective 30 days thereafter.

The following changes recommended by the ad hoc committee were incorporated into the draft before it was introduced at the April 27, 2022, regular meeting. No changes to the draft have been made since then.

1. This will be Ordinance No. 547 because Council adopted Ordinance No. 546, which implements changes required by SB 1383 (Organic Waste), in the interim.
2. Section 6.20.020 C 1 a was amended by striking the sentence that read “This section is not intended to regulate the keeping and raising of chickens on agricultural zoned parcels but it is intended to regulate the keeping and raising of chickens on all parcels zoned residential R-1.”
3. Section 6.20.020 C 2 b now requires chicken coops to contain a slide-out manure tray to facilitate the removal of manure.
4. Section 6.20.020 C 2 e allows but does not require chicken runs to include a roof to provide protection from inclement weather.
5. Section 6.20.020 C 3 c will limit the maximum number of chickens to 8 regardless of regulated parcel size.

6. Section 6.20.020 C 3 d prohibits roosters but the sentence requiring removal of roosters as soon as they are of adequate age to be identified as such has been deleted.
7. Section 6.20.020 C 3 e (i) will allow coops to be constructed within 5 feet of a property line but retains a minimum five-foot setback from buildings or structures on adjacent property.
8. Section 6.20.020 C 3 e (iii) has been modified to allow coops to be constructed of pallets, scrap wood or scrap metal so long as an eyesore or public nuisance is not created, as determined by the City Inspector.
9. Section 6.20.020 C 3 e (vii) requires all coops to contain a manure tray to facilitate easy cleaning.
10. The one-time administrative permit fee in Section 6.20.020 C 4 a has been reduced from \$25 to \$1.
11. The discretion to prosecute violations as infractions in Section 6.20.040 C has been eliminated so the only possible criminal penalty is misdemeanor prosecution.

The remainder of this staff report reiterates the staff report given at the December 8, 2021, meeting and included in the staff report for the April 27 meeting.

Colfax Municipal Code (“CMC” or the “Code”) Chapter 6.20 allows chickens to be kept and raised on properties within the City that are zoned other than agricultural, but the Code does not regulate the number of chickens or the conditions under which they may be kept and raised. The proposed ordinance, if passed, will allow a maximum of eight chickens to be kept and raised on appropriately sized parcels zoned Residential R-1. The proposed ordinance prescribes standards for the location and size of proper housing for chickens and makes provision for manure removal, disposal, composting, use as fertilizer and odor control. A non-transferrable permit will be required along with a one-time \$25 permit fee. Violations will be subject to nuisance abatement, administrative fines and penalties, and possible misdemeanor prosecution.

The proposed ordinance was prompted by the passage of SB 1383 which requires persons who generate organic waste to comply with local requirements for collection and recovery of organic waste onsite, and with the use of collection services or through self-hauling. “Organic waste” includes food and green waste but is also broadly defined to include materials such as food scraps, coffee grounds, peelings, vegetable trimmings, bones, bread scraps, and used pizza boxes. The net effect of the law and its implementing regulations is that organic waste, including food waste, can no longer be placed in the landfill and must be diverted through a high diversion recovery facility or single source separation waste process.

CalRecycle has legal authority to begin enforcement proceedings and assess penalties for violations effective January 1, 2022. Although Colfax is presently not subject to these provisions, it likely will be in the future and needs to consider taking steps to prepare to obtain compliance.

The proposed ordinance has several intended purposes: (1) to achieve compliance with SB 1383 and its implementing regulations; (2) to divert food waste from going to the landfill and minimize waste disposal costs to homeowners; (3) to permit the keeping of female chickens (hens) in developed single-family zoned lots of appropriate size; (4) to supplement food sources for City residents; and (5) to ensure that hens do not adversely impact the neighborhood surrounding the property on which chickens are kept.

Although numbers vary depending upon household size, an average adult generates about 4.9 pounds per day (1,788 pounds per year) of solid waste. A family of four, assuming two adults and two children, generates approximately 2.7 tons of solid waste per year. Roughly 13% of the solid waste generated, which equates to 220 pounds per person or 650 pounds per family per year, is food waste suitable for diversion and recycling.

One hen can consume approximately 83 pounds of food waste per year. Eight hens can consume about 664 pounds of food waste per year. In other words, eight hens can consume most if not all of the food waste generated by a family of four per year. If properly managed, keeping and raising hens can help Colfax divert and recycle a significant portion of the food waste generated within its boundaries. The cost of doing so can be substantially offset by the eggs they lay and the fertilizer they generate.

Staff will be available to answer questions or provide additional information.

Fiscal Impacts

None anticipated unless enforcement becomes an issue.

Attachments:

1. Ordinance.

CITY OF COLFAX

ORDINANCE NO. 547

AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE TITLE 6, CHAPTER 6.20 "LIMITATIONS ON THE NUMBER OF ANIMALS"

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

Section 1:

Colfax Municipal Code Title 6, Chapter 6.20 is hereby amended in the form and substance contained in the Ordinance attached hereto as Exhibit A and incorporated herein by this reference. Amendments are reflected in blue font on Exhibit A.

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 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 27th day of April, 2022, and passed and adopted at a duly held regular meeting of the City Council held on the 11th day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:

Trinity Burruss, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Marguerite Bailey
City Clerk

EXHIBIT A
CITY OF COLFAX
ORDINANCE NO. 547

**AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL CODE
TITLE 6, CHAPTER 6.20 “LIMITATIONS ON NUMBER OF ANIMALS”**

Colfax Municipal Code Title 6, Chapter 6.20 is hereby amended as follows. The amendments to Chapter 6.20 adopted by this Ordinance are reflected in blue font.

6.20.010 Agricultural zoned properties.

- A. Large-sized Animals, Such as Horses, Bulls, Cows, Llamas, Alpacas, Etc.
 - 1. No large animals on parcels of less than two acres;
 - 2. One large animal on parcels larger than two acres and smaller than four acres;
 - 3. A maximum of two large animals on parcels of four to six acres;
 - 4. Not more than one large animal for every three acres, for parcels of seven or more acres in size.

- B. Medium-sized Animals, Such as Sheep, Goats, Pigs, Etc.
 - 1. No medium-sized animals on parcels less than two acres in size;
 - 2. Not more than five medium-sized animals on parcels larger than two acres and less than four acres;
 - 3. Not more than ten (10) medium-sized animals on parcels of between four and six acres in size;
 - 4. Not more than five such medium-sized animals for each acre, for parcels of seven or more acres in size.

- C. Small-sized Animals, Such as Rabbits, Small Commercial Fur Animals, Chickens and Small Fowl Other Than Turkeys, Pea Fowl and Guinea Fowl.
 - 1. Not more than fifteen (15) small-sized animals on parcels of one acre or less;
 - 2. Not more than thirty (30) small-sized animals on parcels of two or less acres in size;
 - 3. For parcels of three or more acres in size, not more than fifty (50) small-sized animals for each three acres or fraction thereof.

6.20.020 Properties zoned other than Agricultural.

- A. Dogs and Cats. No more than two dogs and two cats over four months of age are allowed on properties zoned other than agricultural. Non-domesticated (wild/feral) dogs and cats are prohibited.
- B. Chickens and Rabbits. Chickens and rabbits will be allowed only on residential parcels that meet the minimum lot size hereafter provided and only upon the issuance of an administrative permit. Roosters are prohibited.

C. Keeping And Care of Female Chickens

1. Purpose and Applicability.

- a. Purpose. The purpose of this section is to address the raising and keeping of chickens and the areas in which the raising and keeping of chickens are allowed. is the intent of this section to allow for the keeping of chickens based on the provisions, and subject to the restrictions, contained in this section.
- b. Applicability. The raising and keeping of chickens shall only take place in compliance with the requirements of this section on properties zoned for and developed as single family residential.

2. Definitions. When used in this Chapter, the following words shall have the Meanings ascribed to them as set forth herein.

- a. “Chicken” or “hen” shall mean and refer to a genetically female chicken.
- b. “Coop” shall mean and refer to the sleeping area of an enclosure used solely for housing chickens. Every Coop shall contain a roof, four sides, a floor, a slide-out manure tray to facilitate removal of manure and a door that can be closed to keep Chickens in and predators out, adequate windows and sufficient ventilation to minimize moisture.
- c. “Housing” shall mean and refer to the combination of the Coop, Nesting Box and Run. Housing may be affixed to the property on which it is located, or it may be on wheels or skids to be mobile on the property. All Housing shall provide adequate protection from predators and shall comply with applicable provisions of federal, state and local laws, rules, regulations and ordinances.

- d. “Nesting Box” shall mean and refer to the nesting space attached to the wall of a Coop and is used for a hen to lay eggs. Nesting Boxes shall provide a minimum of 1.5 square feet per hen with not less than sixteen inches of head room. An exterior access panel to each Nesting Space is advisable to facilitate easy removal of eggs.
- e. “Run” shall mean and refer to an enclosed area that allows hens to be outside. The Run may have a roof adequate to provide protection from inclement weather. Part or all of the Run may be under the Coop or Nesting Box provided that the vertical distance under the Coop and Nesting box is not less than sixteen inches.

3. **Allowed Land Use.**

The keeping and raising of Chickens shall be allowed on properties zoned residential R-1 subject to all of the following requirements and restrictions.

- a. Each lot upon which Chickens are kept and raised shall have been developed for and contain a single-family residence.
- b. Minimum lot size – 4,356 Square Feet (0.1 acre) provided, however, that Chickens can be kept and raised on a smaller lot so long as the smaller lot has an open area of not less than 20 feet x 30 feet and all other requirements of this Section are satisfied.
- c. Maximum number of Chickens: No more than eight (8).
- d. Roosters (genetically male Chickens) are prohibited.
- e. All Chickens must be contained within adequate, legally compliant housing that complies with applicable federal, state and local laws, rules, regulations and ordinances and the following:
 - (i) Housing shall not be located within five (5) feet of any building or structure on adjacent property, but may be attached to any building or structure on the property upon which Chickens are kept and raised.
 - (ii) Housing shall not be located between the front of the residence and any street the residence faces unless it can be located a minimum of thirty (30) feet from the street the residence faces.

- (iii) Housing shall not be constructed from pallets, scrap wood or scrap metal to create an eyesore or public nuisance as determined by the City Inspector.
- (iv) Housing height shall not exceed an average of seven feet (7').
- (v) A Run shall provide a minimum of six square feet per hen.
- (vi) A Coop shall provide a minimum of 1.5 square feet per hen and include at least twelve inches of roosting rail per hen with not less than sixteen inches of head room.
- (vii) All Coops shall contain a manure tray to facilitate easy cleaning.
- (viii) A minimum of two Nesting Boxes per Housing unit shall be required.
- (ix) When removed from a Housing unit, all manure shall be kept in a closed container until composted or used as fertilizer.
- (x) All feed shall be protected from precipitation, rodents and vectors.
- (f) Chicken Housing shall not constitute an accessory use or structure for purposes of Chapter 17.96 of this Code.

4. Operating Requirements

It shall be unlawful for the owner of any property subject to this ordinance, upon which Chickens are kept and raised, and any resident, tenant, level of subtenant or occupant of such property, to fail to meet all of the following requirements:

- a. An administrative permit allowing the keeping and raising of Chickens shall be obtained from the City, and all fees paid, before Chickens can be kept and raised on any property subject to this ordinance. A one-time fee of one dollar (\$1) shall be paid to the City for processing any application for an administrative permit and for issuance of the permit. All applications for a permit to keep and raise chickens on any property shall be signed by the property owner and, if applicable, any tenant, level of subtenant or occupant of the property seeking the permit. Permits shall have no expiration date but shall not be transferrable.
- b. Chickens shall only be kept and raised in a proper Housing Unit which at all times shall be properly cleaned and maintained to control odor.

- c. Chickens shall not be allowed to fly or roam outside of the boundaries of the property upon which they are kept or onto any of the common thoroughfares, sidewalks, passageways, play areas, parks, streets, allies or public highways, or any area outside of the property where people congregate or walk, or upon any public property.
- d. All manure shall be kept in a closed container before it is composted or used as fertilizer. All manure shall be properly disposed of or composted and used for gardening or yard plantings. No manure shall be disposed of in the solid waste stream.
- e. Slaughtering or butchering of Chickens on the property upon which the Chickens are kept and raised shall only be for personal consumption. All waste products of slaughtering and butchering shall be properly disposed of or fed to the Chickens.
- f. All feed and other items associated with the keeping of Chickens shall be stored and protected in a way that prevents infestation by rats, mice or other rodents or vectors.

6.20.030 Exemptions.

- A. Temporary animal rescue centers are exempt from these limitations.
- B. Animal sales and service type uses, as defined in Chapter 17.12 of the Colfax Municipal Code, are exempt from these limitations.
- C. Service animals are exempt from these limitations.
- D. Small, indoor household pets such as fish, hamsters, guinea pigs, mice, rats, turtles, snakes and birds, are exempt from these limitations.

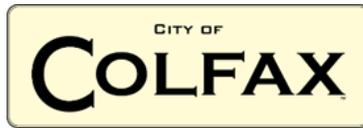
6.20.040 Penalties for violation.

- A. Nuisance Declared. The failure to timely comply with all requirements of this section is hereby declare to be a public nuisance that may be abated in accordance with the applicable provision of Colfax Municipal Code Chapter 8.16. Additionally, any violation of this Section shall be subject to injunctive relief, any permit issued pursuant to this Section being deemed null and void, disgorgement and payment to the City of any monies unlawful obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity.

- B. Each Violation a Separate Offense. Any violation of the provisions of this chapter shall constitute a separate violation and shall be subject to the penalties set forth in Chapter 1.24 of the Colfax Municipal Code, all administrative citations and fines provided for in Colfax Municipal Code Chapter 1.25, and all other remedies and enforcement measures authorized by the Colfax Municipal Code. Each day a violation is committed or permitted to continue shall constitute a separate offense.

- C. Criminal Penalties. Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or the City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the county jail for a period of not more than twelve (12) months, or by both such fine and imprisonment.

- D. Remedies Cumulative and Not Exclusive. The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.



Staff Report to City Council

FOR THE MAY 11, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
Subject: Painting of Stop Bars and Crosswalks Downtown

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$11,112	Fund(s): 250
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to execute a contractor agreement with Right Striping for the painting of step bars and crosswalks throughout downtown in a combined amount not to exceed \$11,112.

Summary/Background

On August 10, 2021, the City of Colfax solicited proposals from Right Striping to paint designated parallel parking stalls along Sherwood Court, to improve the flow of traffic and motorist safety. Additionally, Right Striping painted a “No Parking” zone and red curbs in front of Fire Station #37 (VFD #2), to deter illegal parking that could hinder Fire Department operations. Moreover, Grass Valley Street had numerous stop bars, bike lane markings, railroad crossings and 220 Linear Feet of double yellow lines refreshed annually from the train tracks to Rising Sun Street, with additional stop bars repainted at Church Street and S. Main Street. The total expended on these proposals was \$7,612 dollars. City Staff found Right Striping’s work to be satisfactory.

On December 13, 2021, staff solicited an additional bid from Right Striping to paint the remaining stop bars and cross walks throughout the downtown area and adjacent intersections. Specified areas are listed on the accompanying map. Staff is requesting that City Council approve an increase from the original project Not-to-Exceed amount of \$10,000 to a new Not-to-Exceed (NTE) amount of \$11,112 dollars to accommodate the \$3,500 proposal from Right Striping for the additional work.

Fiscal Impact

Staff is requesting City Council approve the fiscal year to date NTE Amount to \$11,112 to accommodate the additional \$3,500 proposal to be drawn from the Streets Maintenance Fund (250).

Attachments:

1. Resolution __-2022
2. Map of Proposed Traffic Markings
3. Right Striping Contractor Agreement
4. Right Striping Proposal (Exhibit A)

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACTOR AGREEMENT WITH RIGHT STRIPING FOR THE PAINTING OF STEP BARS AND CROSSWALKS THROUGHOUT DOWNTOWN IN A COMBINED AMOUNT NOT TO EXCEED \$11,112

WHEREAS, On December 13, 2021, staff solicited an additional bid from Right Striping to paint the remaining stop bars and cross walks throughout the downtown area and adjacent intersection; and,

WHEREAS, Right Striping, LLC., was the lowest bidder to provide materials and labor to complete the project at all locations identified on the map; and,

WHEREAS, the additional safety road markings will clearly identify intersections, crosswalks and bike lanes throughout the downtown blocks and Grass Valley Street corridor; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an contractor agreement with Right Striping for the painting of step bars and crosswalks throughout downtown in a combined amount not to exceed \$11,112.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of May 2022 by the following vote of the Council:

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

ATTEST:

Marguerite Bailey, City Clerk

Trinity Burruss, Mayor

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **12th day of May, 2022** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Right Striping** (“Contractor”).

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **Performance of the Services shall progress and conclude on or before June 30, 2022.** During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

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

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

**Right Striping
P.O. Box 1811
Colfax, CA 95713**

Section 23. Execution.

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

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

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

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

CITY

CONTRACTOR

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

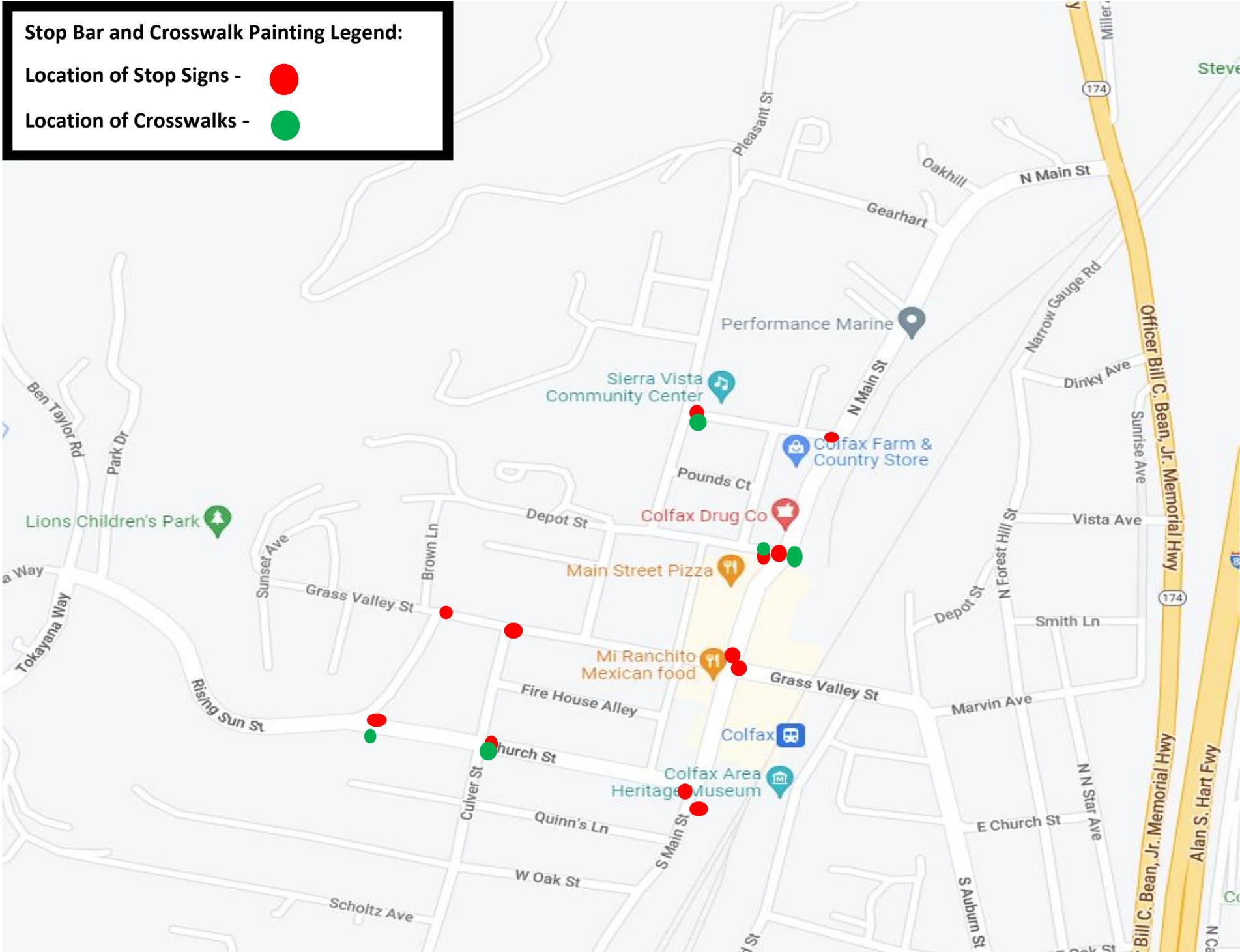
Date_____

APPROVED AS TO FORM:

City Attorney

Stop Bar and Crosswalk Painting Legend:

- Location of Stop Signs - ●
- Location of Crosswalks - ●





RIGHT STRIPING

P.O. Box 1811
Colfax Ca. 95713
530-210-8825
CL#982493

*If it's not RIGHT, it's probably WRONG!**

* ADA SPECIALISTS *PARKING LOTS *PLAYGROUNDS *GAME COURTS *SEALCOAT

Invoice

Bill To : City of Colfax
Contact: Martin Jones
Job Address: Downtown Colfax
City: Colfax **ST:** CA **Zip:** 95713

Invoice #: I21-082606
Date: 8-26-2021
Contact: Jeff St.John
Phone #: 530-362-1230

Line #	Description	Reference #	Amount
1	City of Colfax STOPS	Estimate# E21-081028R1	\$5,116.00
TOTAL:			\$5,116.00

Terms and Conditions: Estimated price is for only work listed above. Any additional work performed or added will require a price adjustment. Contractee will be notified prior to any changes to the final price. 100% payment is due upon completion of listed work contracted. Any balance due over thirty days shall be at an interest rate of 1.5% per month.

Thank you for your business!

Make checks to: Right Striping
 Mail to: P.O. Box 1811
 Colfax, Ca. 95713



RIGHT STRIPING

P.O. Box 1811
Colfax Ca. 95713
530-210-8825
CL#982493

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Invoice

Bill To : City of Colfax

Contact: Martin Jones

Job Address: Sherwood Ct

City: Colfax **ST:** CA **Zip:** 95713

Invoice #: I21-082607

Date: 8-26-2021

Contact: Jeff St.John

Phone #: 530-362-1230

Line #	Description	Reference #	Amount
1	Sherwood Ct Striping	Estimate# E21-081027	\$1,042.92
TOTAL:			\$1,042.92

Terms and Conditions: Estimated price is for only work listed above. Any additional work performed or added will require a price adjustment. Contractee will be notified prior to any changes to the final price. 100% payment is due upon completion of listed work contracted. Any balance due over thirty days shall be at an interest rate of 1.5% per month.

Thank you for your business!

Make checks to: Right Striping
Mail to: P.O. Box 1811
Colfax, Ca. 95713



RIGHT STRIPING

P.O. Box 1811
 Colfax Ca. 95713
 530-210-8825
 CL#982493

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*** ADA SPECIALISTS *PARKING LOTS *PLAYGROUNDS *GAME COURTS *SEALCOAT**

Invoice

Bill To : City of Colfax

Contact: Martin Jones

Job Address: CVFD Station 2 HWY 174

City: Colfax **ST:** CA **Zip:** 95713

Invoice #: I21-1213

Date: 12-13-2021

Contact: Jeff St.John

Phone #: 530-362-1230

Line #	Description	Reference #	Amount
1	CVFD Station 2 Striping	Estimate# E21-081026	\$1,453.00
TOTAL:			\$1,453.00

Terms and Conditions: Estimated price is for only work listed above. Any additional work performed or added will require a price adjustment. Contractee will be notified prior to any changes to the final price. 100% payment is due upon completion of listed work contracted. Any balance due over thirty days shall be at an interest rate of 1.5% per month.

Thank you for your business!

Make checks to: Right Striping
 Mail to: P.O. Box 1811
 Colfax, Ca. 95713



RIGHT STRIPING

PO BOX 1811
Colfax Ca. 95713
530-210-8825
CL#982493

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* ADA SPECIALISTS *PARKING LOTS *PLAYGROUNDS *GAME COURTS *SEALCOAT

Estimate for Services

Customer:	City of Colfax	Bid#	E21-121321R1
Contact:	Martin Jones	Date:	4/27/2022
Job Name:	Downtown Striping PH 2	Contact:	Jeff St.John
Job Address:	Downtown Colfax	Cell#	530-362-1230
City:	Colfax	ST:	CA
Zip:	95713		

Line #	Item Description	Qty	Unit	Price
	Striping / Single Coat - Restripe			\$3,499.82
1	8' STOP Stencil with Limit Line	12	EA	
2	12" Line Cross Walk - White	5	EA	
3	Mobilization	1		
	All ReflectORIZED			

Estimate is good for work listed above. Additional work to be billed at the rate of " Time & Materials", upon approval on site.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Sub Total:</td> <td style="text-align: right;">\$3,499.82</td> </tr> <tr> <td>Discount:</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Estimate Total:</td> <td style="text-align: right;">\$3,499.82</td> </tr> </table>	Sub Total:	\$3,499.82	Discount:	\$0.00	Estimate Total:	\$3,499.82
Sub Total:	\$3,499.82						
Discount:	\$0.00						
Estimate Total:	\$3,499.82						

Options - Not included in Estimated Total		

Terms & Conditions: Estimate is good for 60 days for approval and 30 days after acceptance unless otherwise stated. Any additional work needed or added will require a price adjustment. Contractee will be notified prior to any change to the final price. 100% payment is due upon completion of listed work contracted. Any balance due over 30 days shall be subject to an interest rate of 1.5% per month.

Acceptance of Proposal: Signing party agrees the above prices, specifications, and conditions are satisfactory and accepted. Right Striping is authorized to complete work as specified above. Payment will be made as outlined above.

Sign: _____ **Date:** _____

Please sign and return copy for scheduling.



Placer Regional Transportation Challenges & Needs-Colfax

May 11, 2022

Who is PCTPA & What do we do?

- ✓ Regional agency that oversees all transportation projects and programs in Placer County
- ✓ Plan regional transportation projects and programs
- ✓ Find money to fund projects
- ✓ Make sure projects are completed on time and on budget



Placer Transportation Challenges

- ❑ South Placer is a Pro-Growth Fast Growing Community
- ❑ Placer needs all forms of transportation
 - ❑ Roads
 - ❑ Transit
 - ❑ Bike/Ped
- ❑ State has decided to not allow Communities to Expand Highways-Climate Action Plan For Transportation (CAPTI)
- ❑ Immediate Action-No Phase Out
- ❑ Federal Government May Follow State Lead
- ❑ Redesign Infrastructure at What Cost?



CAPTI

Climate Action Plan for
Transportation Infrastructure

Filling the Gap (South Placer County)

Over \$3 Billion

Placer County has over **\$3 Billion** of planned transportation infrastructure needs



Over \$1 Billion remains unfunded



\$2 Billion will be paid by the building community

Funding Then vs Now

DECADES AGO

90%

STATE AND FEDERAL
GOVERNMENT FUNDING

10%
LOCAL
FUNDING

NOW

50%

STATE AND FEDERAL
GOVERNMENT FUNDING

FUNDING GAP

10%
LOCAL
FUNDING



The Road Repair and Accountability Act

SB1 IS FUNDING



Public Transit

Maintenance, Accessibility and Operation Costs



Pedestrian Safety

ADA Compliance, Sidewalks, Pedestrian Paths



Local Congestion Management

Traffic Signals, Roundabouts and Technology



Road & Bridge Maintenance

Safety Upgrades, Repairs and General Improvements

SB1

IS NOT FUNDING

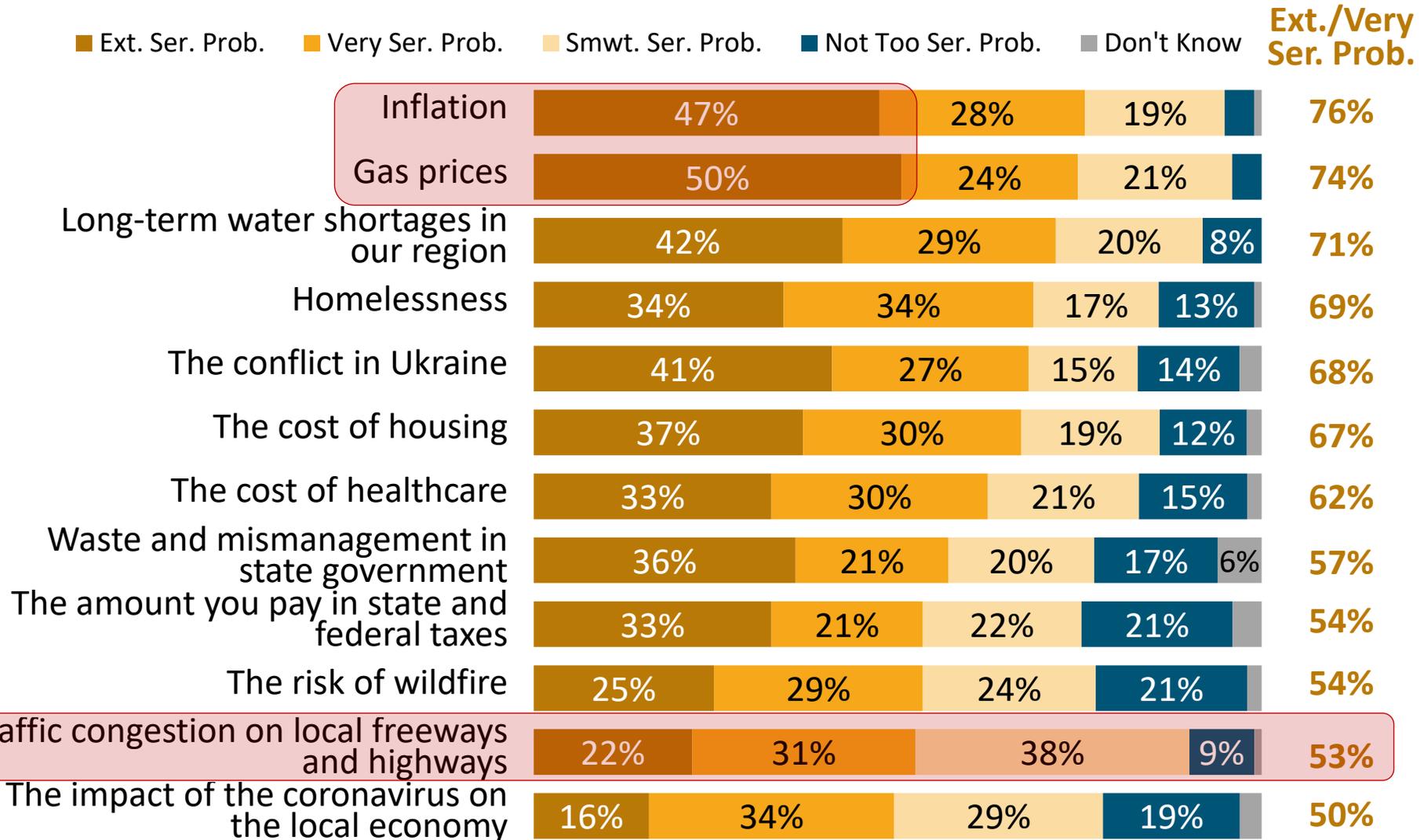
- I-80/65 Interchange Improvements
- Highway 65 Widening
- Horseshoe Bar or Nelson Lane Interchange Improvements
- Placer Parkway



Voter Support for a Potential South Placer County Transportation Sales Tax Measure

**Key Findings of a Survey Conducted:
April 10-16, 2022**

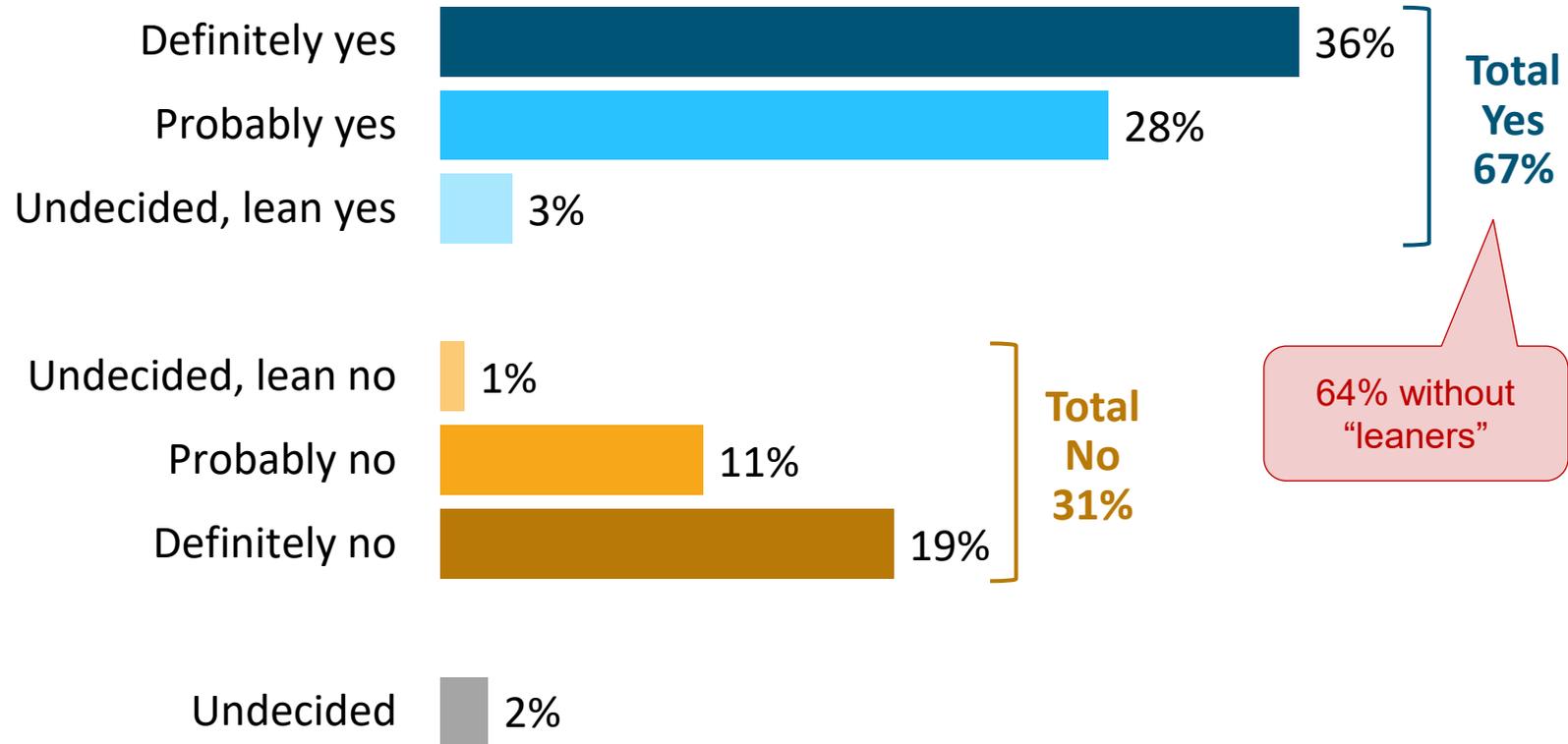
Cost of living issues of inflation and gas prices are voters' top concerns.



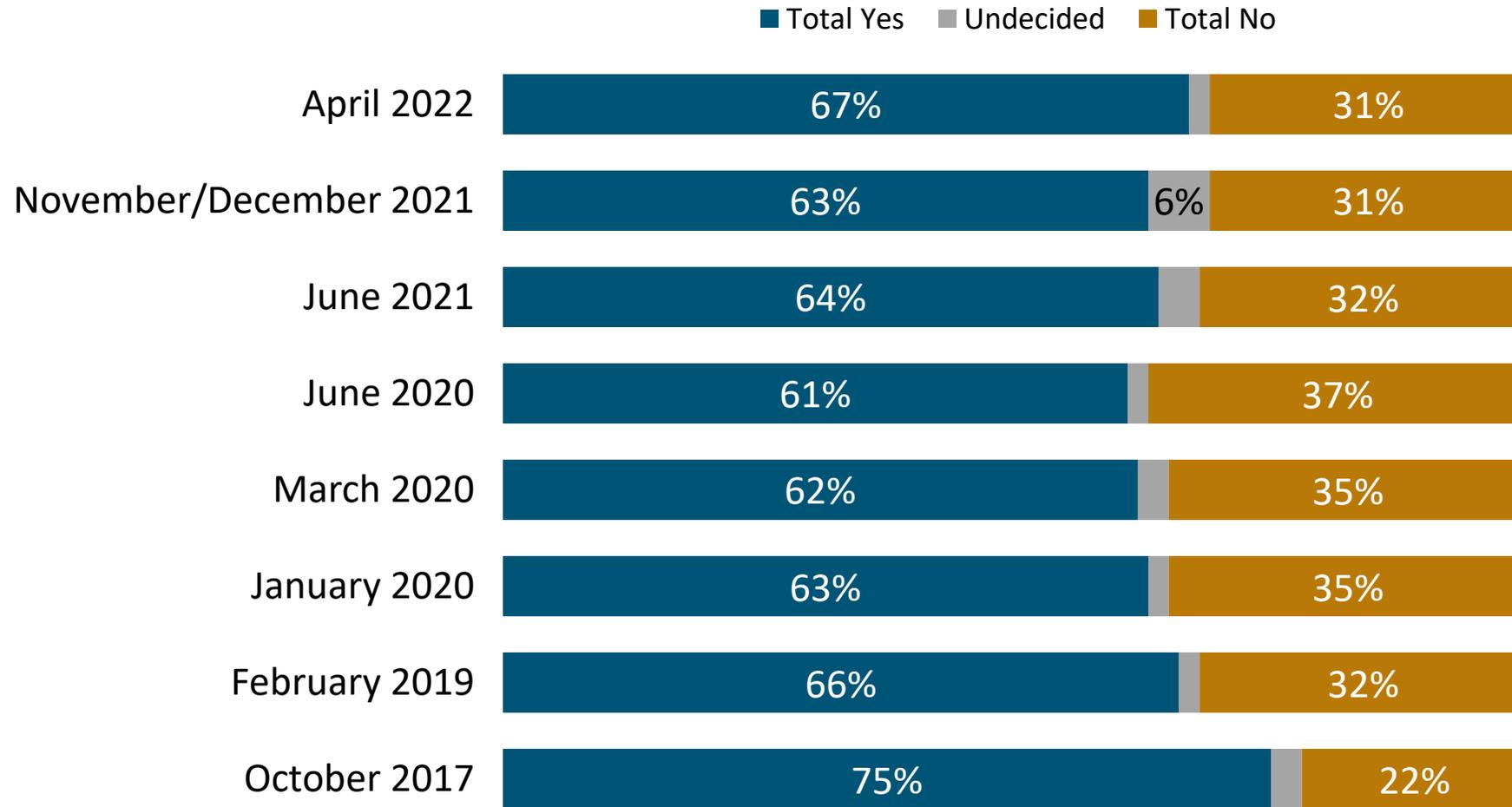
Q4. I'd like to read you a brief list of issues that could be problems for people living in your local area. Please tell me whether you personally consider it to be an extremely serious problem, a very serious problem, a somewhat serious problem, or a not too serious problem at all for people living in your area. Split Sample

Two-thirds of voters support the measure initially.

Do you think you would vote "yes" or "no" on this measure?



This is the strongest level of initial support for the measure since 2017.



Colfax/Colfax Area Projects



City of Colfax Projects

- Bunch Creek Trail Project
- South Auburn Street and Witcomb Avenue Pedestrian and Road Improvement Project
- Colfax CDBG Road Rehab Project (Various Streets)
- Downtown Streetscape Project
- Colfax Roundabout Project

County Placer East Road Projects (Shoulder Widening/Bridge Projects)

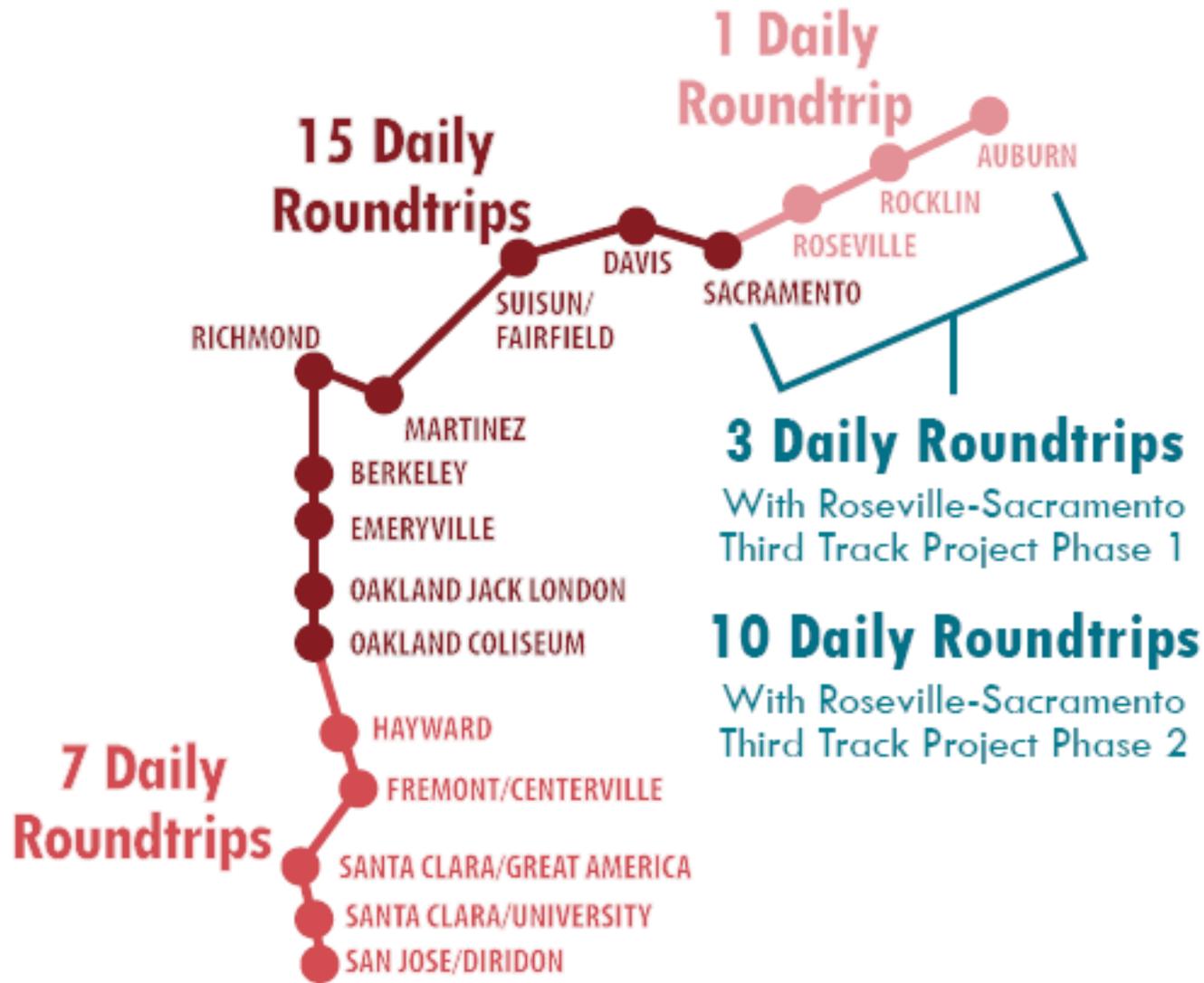
- Applegate Rd
- Bonneybrook Rd
- Canyon Wy
- Crother Rd
- Giesendorfer Rd
- Gold Run Rd
- Hampshire Rocks Rd
- Lincoln Rd
- Magra Rd
- Paoli Ln
- Placer Hills Rd.
- Ponderosa Wy
- Ridge Rd
- Rollins Lake Rd
- Tokayana Rd
- Weimer Cross Rd
- State Route 174 to Rollins Lake
- Yankee Jims Bridge



Capitol Corridor Intercity Rail



Capitol Corridor Third Track



Thank you!

Better
Let's Move [^] in Placer

Item 5A

KEEP PLACER
MOVING



Placer County Transportation Planning Agency

Mike Luken

Executive Director

mluken@pctpa.net

(530)823-4035

Rick Carter

Deputy Executive Director

rcarter@pctpa.net

(530)823-4033