

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

June 22, 2022

Regular Session: 6:00 PM

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/82843781382>

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

828 4378 1382

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.



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

June 22, 2022

3 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

- 3A. **Authorize remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361]** (Pages 5-8)
Recommendation: Adopt Resolution __-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].
- 3B. **Cash Summary – May 2022** (Pages 9-15)
Recommendation: Accept and File.
- 3C. **Minutes** (Pages 16-18)
Recommendation: By Motion, approve the Colfax City Council minutes of 6/8/2022.
- 3D. **Quarterly Sales Tax Analysis – Quarter Ended March 31, 2022** (Pages 19-21)
Recommendation: Accept and File.
- 3E. **Surveying Services for the 2022 City of Colfax Storm Water Inflow and Ground Water Infiltration (I&I) Mitigation Project – Clear Path** (Pages 22-35)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to execute an agreement with Clear Path Land Evolvement Inc for surveying services for the Storm Water Inflow and Ground Water Infiltration (I&I) Mitigation Project in an amount not to exceed \$38,340.
- 3F. **Medical Leave of Absence for Mayor Pro Tem Mendoza** (Pages 36-38)
Recommendation: Adopt Resolution __-2022 approving a medical leave of absence for Mayor Pro Tem Mendoza.
- 3G. **Fiscal Year 2022-2023 Rate Adjustments** (Pages 39-45)
Recommendation: Information Only

*** 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 (No Presentation)

6 PUBLIC HEARING



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

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

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

6A. Delinquent Sewer Service Charges and Refuse Collection Fees (Pages 46-54)

Recommendation: Conduct a public hearing to consider public and staff comments and adopt separate Resolutions __-2022 and __-2022 requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2022-2023.

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

9A. Information Technology Services - Vision Quest Information Solutions, Inc (Pages 55-92)

Recommendation: Adopt Resolution __-2022 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions, Inc. for a fire-year term.

9B. Appointment of Interim Mayor Pro Tem (Page 93)

Recommendation: Discuss and consider appointing a member of the Council to serve as Interim Mayor Pro Tem during Mayor Pro Tem Mendoza's leave of absence.

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.



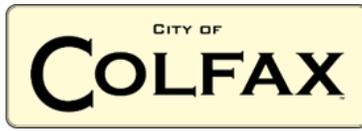
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Marguerite Bailey

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 June 22, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. "Mick" Cabral, City Attorney
Subject: Authorize remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361]

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

Summary/Background

The proposed Resolution, if adopted, will authorize the City Council to conduct its meetings virtually or in person under the teleconference rules contained in Government Code Section 54953(e).

On March 4, 2020, the Governor proclaimed a state of emergency to address the threat of the COVID-19 pandemic. That proclamation remains in effect.

On March 17, 2020, Governor Newsom signed Executive Order N-29-20 which allowed Council to meet virtually under relaxed teleconferencing rules. Council did so until Executive Order N-29-20 expired on September 30, 2021, and was replaced by different rules under Government Code Section 54953(e) [AB 361] effective October 1, 2021. Council initially elected to resume meeting in person, but the persistence of the COVID pandemic has prompted Council and staff to consider resuming its virtual meetings.

Government Code Section 54953(e) authorizes Council to use teleconferencing to hold its meetings during a proclaimed state of emergency when state or local officials have imposed or recommended measures to promote social distancing. "State of Emergency" is narrowly defined such that one only exists when the Governor has proclaimed one under the authority of Government Code Section 8625, which occurred on March 4, 2020, and remains in effect.

If Council adopts the recommended Resolution, meetings must meet the following requirements:

1. Agendas and notice of the meeting must be posted, but not at all teleconference locations. (GC 54953(e)(2)(A)).
2. Members of the public must be allowed to access the meeting and address the Council. The agenda must (1) include notice of the means by which members of the public can access the meeting and comment, and (2) identify and include an opportunity for all persons to attend via call-in option or internet-based service option, but the City is not required to provide a physical location from which the public may attend or comment. (GC 54953(e)(2)(B)).
3. Teleconference meetings must protect the statutory and constitutional rights of all parties and members of the public appearing before Council. (GC 54953(e)(2)(C)).

4. If a disruption occurs that prevents the city from broadcasting the meeting or that prevents the public from participating or commenting using the call-in option, no further action on the agenda items can be taken until the disruption is remedied. (GC 54953(e)(2)(D)).
5. The City cannot require public comments to be submitted in advance of the meeting and must allow for comments to be made in “real time”. This does not require the city to provide a physical location from which the public may attend or comment. (GC 54953(e)(2)(E)).
6. GC Section 54953.3 precludes the City from requiring meeting attendees to register his or her name or to provide other information, complete a questionnaire, or fulfill any other condition precedent to attendance. AB 361 provides that individuals who want to provide public comment through the use of an internet website or other online platform not under the City’s control may nevertheless be required to register as required by that third-party internet website or online platform to participate. (GC 54953(e)(2)(F)).
7. Colfax takes public comment separately on each agenda item so it will have to allow a reasonable amount of time per agenda item for the public to register or be recognized for the purpose of providing public comment. (GC 54953(e)(2)(G)(ii)). This generally applies to the public comment period on matters within the City’s subject matter jurisdiction.
8. The following findings must be made within 30 days after teleconferencing under AB 361 for the first time without complying with Government Code Section 54953(b)(3) and every 30 days thereafter: (A) The Council has reconsidered the circumstances of the state of emergency, (B) Either the state of emergency continues to directly impact the ability of the Council to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing. (GC 54953(e)(3)). Staff plans to place this periodic review on the Consent Calendar.

Staff is prepared to implement these requirements and will be available to answer any questions.

Fiscal Impact

None

Attachments:

1. Resolution __-2022

City of Colfax City Council

Resolution No. __-2022

AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO GOVERNMENT CODE SECTION 54953(e) [AB 361]

WHEREAS, Government Code Section 54953(e), as adopted by Assembly Bill 361 (AB 361) allows the Council to hold open meetings by teleconference without reference to otherwise applicable requirements of Government Code Section 54953(b)(3), so long as Council complies with legally-imposed requirements, there exists a declared state of emergency, and one of the following circumstances is met: (1) State or local officials have imposed or recommended measures to promote social distancing, (2) Council is holding the meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees, and (3) Council has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, on March 4, 2020, the Governor proclaimed a state of emergency pursuant to Government Code Section 8625, and that proclamation remains in effect; and,

WHEREAS, the City Council hereby declares that a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the public, the City Council, Council subcommittees, City staff and consultants to meet safely in person.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The City Council hereby finds and declares the following conditions are met as required by Government Code Section 54953(e)(3):
 - (i) The Governor of California proclaimed a state of emergency on March 4, 2020, pursuant to Government Code Section 8625, which remains in effect.
 - (ii) The City Council has determined that, as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
3. The City Manager is authorized to utilize teleconferencing to conduct all City of Colfax public meetings pursuant to AB 361 and Government Code Section 54953(e).
4. In accordance with AB 361, the City Council shall reconsider the passage of this Resolution not less than every 30 days to determine whether a state of emergency continues to directly impact the ability of the Council to meet safely in person, or whether state or local officials continue to impose or recommend social distancing, until this Resolution is rescinded.

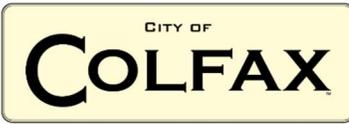
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 22nd of June, 2022, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey City Clerk



Staff Report to City Council

FOR THE JUNE 22, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – May 2022

Budget Impact Overview:

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

Summary/Background

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in May 2022. Some monthly highlights are listed below:

- May revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of March 2022 (two-month lag).
 - Second allocation (40%) of fiscal year 2021-2022 property tax and delinquent sewer charges from Placer County.
 - Collection of outstanding Land Development fees for ongoing development projects.
 - Received total reimbursement for CDBG – Covid 19 Funds (City subsistence assistance program)
 - Received first reimbursement from the State Water Resource Control Board for the Waste Water Treatment Plant Construction Grant.
- May expenditures included:
 - Ongoing monthly operating expenses
 - Approved capital project expenditures and inter-fund transfers for project funding.
- Negative cash fund balances at the end of May are due to timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding was received in March. Transfers of Gas tax and General fund allocations will be completed as part of fiscal year end accounting.

- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. Second round of Reimbursement requests were submitted in February and are still pending. HCD is backlogged and cannot commit to a payment date.
- Fund 373 – S Auburn/Whitcomb improvements. This project will be funded with Road Mitigation fees at project completion. Final costs and fund transfers are pending based on costs overages due to PCWA water breaks (2).
- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis with the first request being anticipated at end of fiscal year. The balance of funding will be a City General Fund match.
- Fund 378 – Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis with the first request being anticipated at end of fiscal year.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – final grant award was processed in December. The first reimbursement request was submitted in early March 2022 and received in May 2022. Next reimbursement request is in process and is anticipated to be submitted in June or July depending upon project progress.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is being funded by insurance. Final Project costs were submitted for reimbursement in early March 2022 – 65% of costs were reimbursed in May – with the balance expected in June.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Repair work is estimated at \$532K and the total project will be funded at completion by Sewer Connection fees and American Rescue Plan Act (ARPA) funding.
- Anticipated revenues/expenditures for May include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of March 2022 (two-month lag).
 - Expenditures
 - Ongoing monthly operating expenses.
 - Approved capital project expenditures – expect an increase as WWTP solar project, Lift Station #5 repairs, and Generator replacement projects have expected increased activity.

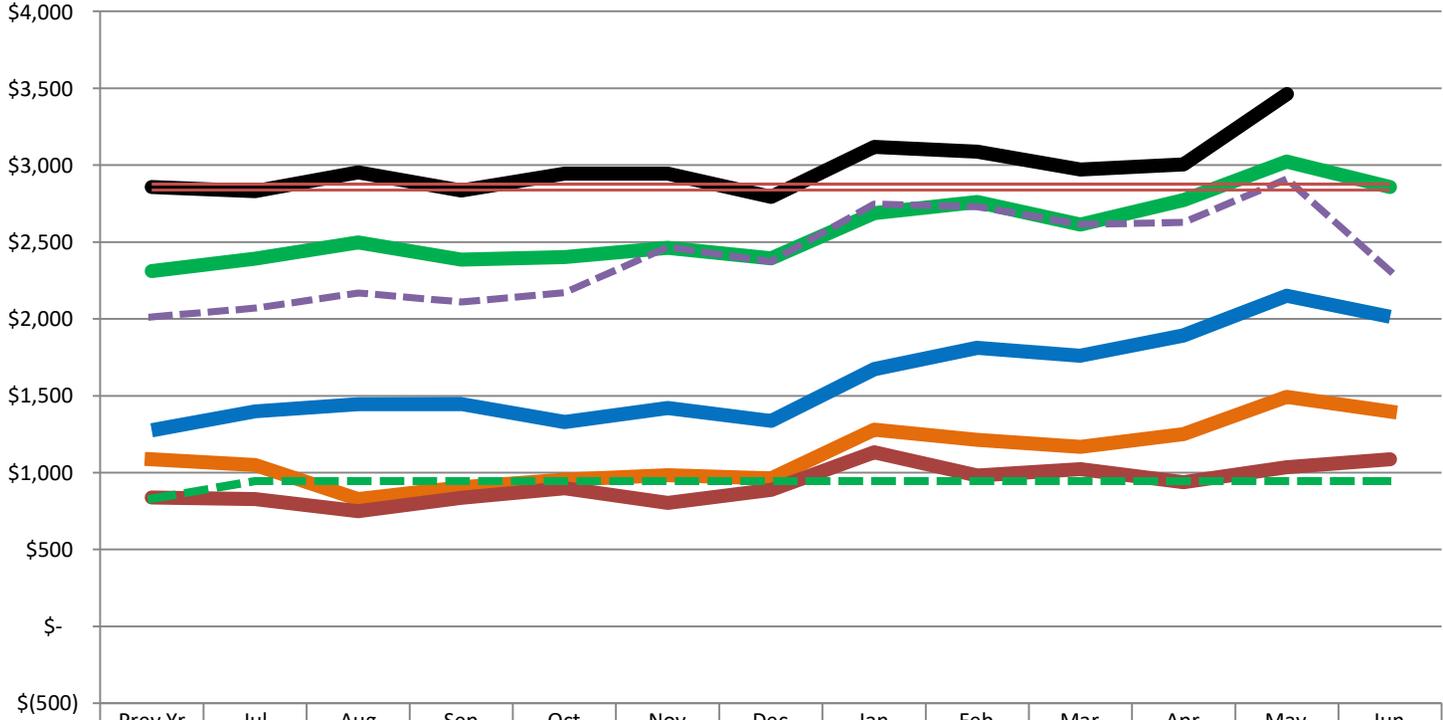
Attachments:

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

City of Colfax - May 2022 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2021-22 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
- - Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
— Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
— Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
— *Reserves (Ops, Cap, Pen)	\$830	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945	\$945
— Budget FY2021-22	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857	\$2,857

*City Administrative policy stipulates General Fund Reserve of 25% (3 months) of annual General Fund Revenues.

**City of Colfax
Cash Summary
May 31, 2022**

	Balance 04/30/2022	Revenues In	Expenses Out	Transfers	Balance 05/31/2022
US Bank	\$ 82,672.12	\$ 1,403,809.36	\$ (393,789.04)	\$ (475,000.00)	\$ 617,692.44
LAIF	\$ 7,954,534.20	\$ -	\$ -	\$ 475,000.00	\$ 8,429,534.20
Total Cash - General Ledger	<u>\$ 8,037,206.32</u>	<u>\$ 1,403,809.36</u>	<u>\$ (393,789.04)</u>	<u>\$ -</u>	<u>\$ 9,047,226.64</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,037,506.32</u>	<u>\$ 1,403,809.36</u>	<u>\$ (393,789.04)</u>	<u>\$ -</u>	<u>\$ 9,047,526.64</u>

Change in Cash Account Balance - Total \$ 1,010,020.32

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (191,661.80)
Cash Receipts	\$ 1,031,900.00
Payroll Checks and Tax Deposits	\$ (61,902.22)
Utility Billings - Receipts	\$ 230,351.60
Voided Check #57480	\$ 1,332.74
LAIF Interest	\$ -
	\$ -
	<u><u>\$ 1,010,020.32</u></u> \$ -

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

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

City of Colfax
Cash Transactions Report - May 2022

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,976,827.01	\$ 442,496.46	\$ (88,564.53)	\$ 3,330,758.94
Fund: 120 - Land Development Fees	\$ 27,526.59	\$ 105,634.94	\$ (1,485.00)	\$ 131,676.53
Fund: 200 - Cannabis Application	\$ (107.01)	\$ -	\$ -	\$ (107.01)
Fund Type: 1.11 - General Fund - Unassigned	\$ 3,004,246.59	\$ 548,131.40	\$ (90,049.53)	\$ 3,462,328.46
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 117,157.00	\$ -	\$ -	\$ 117,157.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 773,143.07	\$ 25,349.94	\$ (5,151.56)	\$ 793,341.45
Fund Type: 1.14 - General Fund - Restricted	\$ 913,617.33	\$ 25,349.94	\$ (5,151.56)	\$ 933,815.71
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 202 - ARPA American Rescue Plan Act	\$ 239,920.85	\$ 9.00	\$ (78,043.13)	\$ 161,886.72
Fund: 203 - CARES Act Funding - CDBG	\$ (16,409.27)	\$ 16,409.27	\$ -	\$ -
Fund: 210 - Mitigation Fees - Roads	\$ 267,390.03	\$ -	\$ -	\$ 267,390.03
Fund: 211 - Mitigation Fees - Drainage	\$ 5,398.12	\$ -	\$ -	\$ 5,398.12
Fund: 212 - Mitigation Fees - Trails	\$ 74,990.81	\$ -	\$ -	\$ 74,990.81
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 192,048.55	\$ -	\$ -	\$ 192,048.55
Fund: 214 - Mitigation Fees - City Bldgs	\$ 101,305.69	\$ -	\$ -	\$ 101,305.69
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,124.97	\$ -	\$ -	\$ 22,124.97
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,312.63	\$ -	\$ -	\$ 43,312.63
Fund: 218 - Support Law Enforcement	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
Fund: 244 - CDBG Program Inc - ME Lending	\$ 1,004.31	\$ -	\$ -	\$ 1,004.31
Fund: 250 - Streets - Roads/Transportation	\$ (28,425.12)	\$ -	\$ (7,559.55)	\$ (35,984.67)
Fund: 253 - Gas Taxes	\$ 31,717.42	\$ 4,679.91	\$ (1,322.34)	\$ 35,074.99
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 155,102.81	\$ 3,514.23	\$ -	\$ 158,617.04
Fund: 270 - Beverage Container Recycling	\$ 19,115.24	\$ -	\$ -	\$ 19,115.24
Fund: 280 - Oil Recycling	\$ 3,769.09	\$ -	\$ -	\$ 3,769.09
Fund: 292 - Fire Department Capital Funds	\$ 93,336.90	\$ -	\$ -	\$ 93,336.90
Fund: 342 - Fire Construction - Mitigation	\$ 75,838.78	\$ -	\$ -	\$ 75,838.78
Fund: 343 - Recreation Construction	\$ 75,839.25	\$ -	\$ -	\$ 75,839.25
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 1,382,381.06	\$ 24,612.41	\$ (86,925.02)	\$ 1,320,068.45
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 367 - SB2 - Planning Grant	\$ (50,102.84)	\$ -	\$ -	\$ (50,102.84)
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund: 373 - S Auburn/Whitcomb Imp	\$ (126,307.15)	\$ -	\$ -	\$ (126,307.15)
Fund: 376 - Downtown Streetscape	\$ (1,206.00)	\$ -	\$ (303.12)	\$ (1,509.12)
Fund: 378 - Zoning Code Update	\$ (468.65)	\$ -	\$ -	\$ (468.65)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (270,705.98)	\$ -	\$ (303.12)	\$ (271,009.10)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,505,363.91	\$ 177,101.51	\$ (54,492.90)	\$ 1,627,972.52
Fund: 561 - Sewer Liftstations	\$ 730,236.66	\$ 23,887.77	\$ (11,465.68)	\$ 742,658.75
Fund: 563 - Wastewater Treatment Plant	\$ 885,576.85	\$ 66,043.96	\$ (58,000.00)	\$ 893,620.81
Fund: 564 - Sewer Connections	\$ 443,017.95	\$ -	\$ -	\$ 443,017.95
Fund: 574 - OES PSPS Grant	\$ (61,404.77)	\$ 136,034.13	\$ (51,784.06)	\$ 22,845.30
Fund: 575 - WWTP Construction Grant	\$ (417,710.24)	\$ 384,323.00	\$ (35,617.17)	\$ (69,004.41)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (27,956.11)	\$ 18,171.40	\$ -	\$ (9,784.71)
Fund: 585 - LS #5 Force Main Repairs	\$ (51,620.87)	\$ -	\$ -	\$ (51,620.87)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,005,503.38	\$ 805,561.77	\$ (211,359.81)	\$ 3,599,705.34
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,163.94	\$ 153.84	\$ -	\$ 2,317.78
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 2,163.94	\$ 153.84	\$ -	\$ 2,317.78
Grand Totals:	\$ 8,037,206.32	\$ 1,403,809.36	\$ (393,789.04)	\$ 9,047,226.64

Check Register Report

Item 3B

May 2020 Checks Processed

Date: 06/03/2022

Time: 11:11 am

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58100	05/05/22	Reconciled		05/31/22	03141	CALPERS	HEALTH PREMIUMS MAY 2022	10,012.58
58101	05/03/22	Reconciled		05/31/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	24.80
58102	05/10/22	Reconciled		05/31/22	01448	AMERIGAS - COLFAX	SHERIFF PROPANE	393.70
58103	05/10/22	Reconciled		05/31/22	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	131.82
58104	05/10/22	Reconciled		05/31/22	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	924.08
58105	05/10/22	Reconciled		05/31/22	01448	AMERIGAS - COLFAX	CORP YARD PROPANE	219.80
58106	05/10/22	Reconciled		05/31/22	02901	BUREAU VERITAS NORTH AMERICA	SIERRA OAKS PLAN CHK RVW	345.00
58107	05/10/22	Reconciled		05/31/22	02901	BUREAU VERITAS NORTH AMERICA	PLAN CHECK	517.50
58108	05/10/22	Reconciled		05/31/22	02901	BUREAU VERITAS NORTH AMERICA	ARCO SIGN PLAN CHECK	1,215.00
58109	05/10/22	Reconciled		05/31/22	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL APR 2022	3,600.00
58110	05/10/22	Reconciled		05/31/22	3425	CINTAS	UNIFORM SVCS APR 2022	434.76
58111	05/10/22	Printed			03460	CITY OF ROSEVILLE	PCCOA DINNER	135.00
58112	05/10/22	Reconciled		05/31/22	3484	CLEANNET USA	DEPOT & CITY HALL CLEANING	698.00
58113	05/10/22	Reconciled		05/31/22	14859	GHD INC.	ENG SVCS APR 2022	10,117.50
58114	05/10/22	Reconciled		05/31/22	07460	GOLD COUNTRY MEDIA	PUBLIC HEARING NOTICE	303.12
58115	05/10/22	Reconciled		05/31/22	07570	GRAINGER	WWTP SUPPLIES	317.42
58116	05/10/22	Reconciled		05/31/22	08050	HACH COMPANY	WWTP SENSOR RPR	3,112.00
58117	05/10/22	Reconciled		05/31/22	08086	HBE RENTALS	LYONS PARK BB COURT RPR	105.00
58118	05/10/22	Reconciled		05/31/22	08086	HBE RENTALS	LYONS PARK BB RPR	40.00
58119	05/10/22	Reconciled		05/31/22	08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	1,332.74
58120	05/10/22	Reconciled		05/31/22	08170	HILLS FLAT LUMBER CO	STMT 4/25/22	568.42
58121	05/10/22	Reconciled		05/31/22	08501	HOME DEPOT CREDIT SERVICES	STMT 4/21/22	721.03
58122	05/10/22	Reconciled		05/31/22	8661	HYDROCOMPLIANCE	WWTP SOLAR MONTHLY QSP SVC	1,800.00
58123	05/10/22	Reconciled		05/31/22	09540	INTERSTATE SALES	STREET SIGNAGE	251.18
58124	05/10/22	Reconciled		05/31/22	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING MAR 2022	2,044.25
58125	05/10/22	Reconciled		05/31/22	14356	NORTHERN CALIFORNIA GLOVE	PW GLOVES	146.02
58126	05/10/22	Reconciled		05/31/22	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS APR 2022	9,057.96
58127	05/10/22	Printed			16821	PSOMAS	WWTP SOLAR CONST INSPECTION	7,125.00
58128	05/10/22	Reconciled		05/31/22	18198	RELIABLE AUTO GLASS	PW VEHICLE RPR	871.90
58129	05/10/22	Reconciled		05/31/22	18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT CONSULT	5,000.00
58130	05/10/22	Reconciled		05/31/22	18581	ROSENDIN	LS/WWTP GENERATOR REPLACEMENT	49,400.00
58131	05/10/22	Reconciled		05/31/22	19391	SIERRA MEDICAL PARTNERSHIP	NEW HIRE PHYSICAL	160.00
58132	05/10/22	Reconciled		05/31/22	19743	WILL STOCKWIN	COLFAX CONN EDITING MAY 2022	300.00
58133	05/10/22	Reconciled		05/31/22	21560	US BANK CORPORATE PMT SYSTEM	STMT 4/22/22	4,962.28
58134	05/10/22	Reconciled		05/31/22	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS APR 2022	8,648.75
58135	05/10/22	Reconciled		05/31/22	22134	VISION QUEST	TECH SUPPORT SUPPLIES	727.31
58136	05/10/22	Reconciled		05/31/22	22134	VISION QUEST	TECH SUPPORT JUNE 2022	1,872.23
58137	05/10/22	Reconciled		05/31/22	23204	WATSON MARLOW INC.	WWTP SUPPLIES	401.01
58138	05/10/22	Reconciled		05/31/22	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.99
58139	05/10/22	Reconciled		05/31/22	23218	WENDEL ROSEN	LEGAL MATTER APR 2022	2,322.00
58140	05/23/22	Printed			01414	ALHAMBRA & SIERRA SPRINGS	WATER	77.36
58141	05/23/22	Printed			01424	ALL PRO BACKFLOW	BACKFLOW RPR/TESTING	1,109.24
58142	05/23/22	Printed			01448	AMERIGAS - COLFAX	DEPOT PROPANE	385.44
58143	05/23/22	Reconciled		05/31/22	01766	AT&T MOBILITY	CITY CELL PHONES	850.71
58144	05/23/22	Reconciled		05/31/22	03401	CHOICE BUILDER	PREMIUMS JUNE 2022	449.86
58145	05/23/22	Reconciled		05/31/22	03446	CITY OF FOSTER CITY	OPERATOR II JOB POSTING X 2	1,040.00
58146	05/23/22	Reconciled		05/31/22	04592	DACOMM	WWTP INTERNET	99.95

Check Register Report

Item 3B

May 2020 Checks Processed

Date: 06/03/2022

Time: 11:11 am

CITY OF COLFAX

BANK: US BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58147	05/23/22	Printed			07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
58148	05/23/22	Printed			07465	GOLD MINER PEST CONTROL	FIRE STATION 37 PEST CONTROL	74.00
58149	05/23/22	Printed			07465	GOLD MINER PEST CONTROL	FIRE STATION 36 PEST CONTROL	74.00
58150	05/23/22	Reconciled		05/31/22	07570	GRAINGER	WWTP SUPPLIES	143.47
58151	05/23/22	Reconciled		05/31/22	07570	GRAINGER	SUPPLIES	59.72
58152	05/23/22	Reconciled		05/31/22	07570	GRAINGER	WWTP SUPPLIES	245.71
58153	05/23/22	Printed			8503	LINDA HOOPER	SPRING PLANT SALE REFUND	100.00
58154	05/23/22	Reconciled		05/31/22	08660	HUNT AND SONS, INC.	FUEL	474.96
58155	05/23/22	Reconciled		05/31/22	08660	HUNT AND SONS, INC.	FUEL	251.85
58156	05/23/22	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING MAY 2022	93.75
58157	05/23/22	Reconciled		05/31/22	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	91.35
58158	05/23/22	Printed			14371	VICTORIA NUNNINK	BIRTHDAY PARTY EVENT REFUND	100.00
58159	05/23/22	Reconciled		05/31/22	16300	PCWA -PLACER COUNTY	WATER	2,034.70
58160	05/23/22	Reconciled		05/31/22	16035	PG&E	ELECTRICITY	16,744.27
58161	05/23/22	Printed			16040	PURCHASE POWER	POSTAGE REFILL	503.50
58162	05/23/22	Printed			17951	R3 CONSULTING GROUP	SB1383 COMP/FRANCHISE FEE AUD	1,009.75
58163	05/23/22	Reconciled		05/31/22	19037	SAFE SIDE SECURITY	CORP YARD SECURITY	155.00
58164	05/23/22	Reconciled		05/31/22	19037	SAFE SIDE SECURITY	WWTP SECURITY MAY 2022	95.00
58165	05/23/22	Printed			19279	SERVICE ENGINEERING	MOTOR RPR	2,278.72
58166	05/23/22	Reconciled		05/31/22	01790	SIERRA OFFICE PRODUCTS	OFFICE PRODUCTS	555.98
58167	05/23/22	Reconciled		05/31/22	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.42
58168	05/23/22	Reconciled		05/31/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	227.80
58169	05/23/22	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	61.87
58170	05/23/22	Printed			23301	WESTERN PLACER WASTE	SLUDGE REMOVAL APR 2022	1,797.00
58171	05/23/22	Reconciled		05/31/22	23451	WOOD RODGERS	INSTRUMENTATION SURVEY	922.50
58172	05/23/22	Reconciled		05/31/22	23451	WOOD RODGERS	GENERTOR REPLACEMENT APR 2022	2,370.60
58173	05/23/22	Reconciled		05/31/22	23451	WOOD RODGERS	WWTP CONST GRANT APR 2022	26,692.17

Total Checks: 74

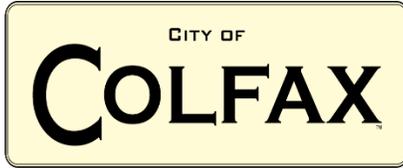
Checks Total (excluding void checks): 191,661.80

Total Payments: 74

Bank Total (excluding void checks): 191,661.80

Total Payments: 74

Grand Total (excluding void checks): 191,661.80



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, June 8, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 **CLOSED SESSION** (No Closed Session)

2 **OPEN SESSION**

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

Mayor Burruss called the open session to order at 6:00 pm.

2B. **Report from Closed Session**

2C. **Pledge of Allegiance** - Moment of silence observed for community member Briana Scott.

2D. **Roll Call**

Present: Councilmember Lomen, Councilmember Ackerman, Councilmember Fatula, and Mayor Burruss.

Absent: Mayor Pro Tem Mendoza

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

By motion, accept the agenda as presented.

MOTION made by Councilmember Fatula and seconded by Councilmember Lomen and unanimously approved.

3 **CONSENT CALENDAR**

3A. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 5/25/2022.

3B. **2022 Local Agency Biennial Notice**

Recommendation: Adopt Resolution 19-2022 amending the City of Colfax Conflict of Interest Code and filing the 2022 Local Agency Biennial Notice.

3C. **Annual Appropriation Limits**

Recommendation: Adopt Resolution 16-2022 certifying compliance with the fiscal Year 2021-2022 Appropriation Limitation and establishing the Appropriation Limitation for the Fiscal year 2022-2023.

3D. **Revisions to the City of Colfax Procurement Policies and Procedures**

Recommendation: Approve the proposed revisions to the City of Colfax Procurement Policies and Procedures as recommended.

3E. **First Amendment to Best Western Hotel Subdivision Improvement Agreement**

Recommendation: Adopt Resolution 17-2022 authorizing the City Manager to execute a First Amendment to the December 17, 2021, Subdivision Improvement Agreement.

3F. **FY 2022/2023 SB 1 Funding Project List**

Recommendation: Adopt resolution 18-2022 establishing a list of potential projects for Fiscal Year 2022-2023 to be funded in full or in part by SB1, the Road Repair and Accountability Act, ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.

3G. **Sewer Lift Stations and Waste Water Treatment Plant Backup Diesel Powered Generator Replacement Project – Notice of Completion**

Recommendation: Adopt Resolution 20-2022 accepting the Sewer Lift Stations and Waste Water Treatment Plant Backup Diesel Powered Generator Replacement Project as complete and

authorizing the recording of the Notice of Completion.

3H. Waste Water Treatment Plant Laboratory Services – 49er Water Services

Recommendation: Adopt Resolution 21-2022 authorizing the City Manager to enter into a contract with 49er Water Services for wastewater laboratory services for a three-year term with an amount not to exceed \$163,925 and an optional fourth and fifth year.

End of Consent Calendar

By **MOTION**, approve the consent calendar with the exception of Items 3B, 3G and 3H **MOTION** made by Councilmember Fatula and seconded by Councilmember Lomen, and unanimously approved.

Councilmember Fatula asked for a description of the Item 3B and Disclosure categories. City Attorney, Alfred “Mick” Cabral provided an explanation.

By **MOTION**, approve Item 3B.

MOTION made by Councilmember Fatula and seconded by Councilmember Ackerman, and unanimously approved.

Item 3G was discussed.

By **MOTION**, approve Item 3G.

MOTION made by Councilmember Fatula and seconded by Councilmember Ackerman, and unanimously approved.

Councilmember Fatula asked for an explanation of the Item 3H. City Manager, Wes Heathcock provided an explanation.

By **MOTION**, approve Item 3H.

MOTION made by Councilmember Fatula and seconded by Councilmember Lomen, and unanimously approved.

4 AGENCY REPORTS

- 4A. **Placer County Sheriff Office** – Sgt Kevin Griffiths described PCSO Active Shooter Training and introduced Officer James Ahlberg as a resident deputy.
- 4B. **CHP** – Public Information Officer Chris Nave also discussed CHP’s Active Shooter Training and calls for service.
- 4C. **Placer County Fire/CALFIRE** – Battalion Chief Jeff Loveless discussed May incidents, training, the Colfax Job Fair and apparatus needs.
- 4D. **Non-Profits** – Jan Swift with the Colfax Garden Club discussed designated smoking areas.

5 PRESENTATION

- 5A. **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.**
Mike Luken, Executive Director, Placer County Transportation Planning Agency presented the item. Public Comment received from Kristi Parnham, Revi Schlesinger, Mike Garabedian and Larry Hillberg.

6 PUBLIC HEARING (No Public Hearing)

7 PUBLIC COMMENT

Public comment received by Kristi Parnham regarding alleys in town. Larry Hillberg spoke about brush removal.

8 **COUNCIL AND STAFF**

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Fatula said he had 2 saw mills willing to assist seniors and low-income families with wood for chicken coops. Mayor Burruss stated the Job Fair was a success.
- 8B. **City Operations Update – City Manager** – City Manager, Wes Heathcock explained as a representative for the Pioneer Energy Board, the Colfax Landfill was a potential Biomass Facility. He also stated he is working with CalRecycle to identify funding for a potential Clean Closure.

9 **COUNCIL BUSINESS**

- 9A. **Proposed Budget – Fiscal years 2022-2023 and 2023-2024**
Recommendation: Adopt Resolution 19-2022 – Adopting Annual Operating Budget for Fiscal Years 2022-2023 and 2023-2024.
Laurie Van Groningen, Finance Director presented the item. Council discussed the use of different funds.
By **MOTION**, approve Item 9A.
MOTION made by Councilmember Lomen and seconded by Councilmember Ackerman, and unanimously approved.
- 9B. **Parking on Narrow Streets**
Recommendation: Discuss the need to restrict parking on narrow residential streets and the feasibility of adopting and enforcing an ordinance to that effect, and provide direction to staff. Public comment received from Kimm Ingersoll. Council discussed the item and will consider a draft ordinance and suggested the item should be brought to a future meeting.

10 **GOOD OF THE ORDER**

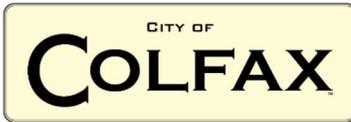
Mayor Burruss stated the City was invited to participate in League of Cities Conference and Expo presented by the California League of Cities. Council discussed and determined attendance would not be necessary unless there was a direct impact to the City or It's sphere of influence.

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 8:28 pm. Respectfully submitted to City Council this 22nd day of June, 2022.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE JUNE 22, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Sales Tax Analysis – Quarter Ended March 31, 2022

Budget Impact Overview:

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

Summary/Background

The City provides a quarterly report on Sales and Use Tax revenues as quarterly information is available. We have now received the final Accounting for Sales and Use Tax revenues for the quarter ended March 31, 2022, which is the third quarter of fiscal year 2021-2022.

After two quarters of declining sales tax revenues, the quarter ended March 31st reflects a substantial increase in sales tax revenues for the City. As reported in the chart below, sales tax revenues increased 16% as compared to the same quarter last year and increased 27% as compared to the previous quarter (12/31/2021). Some items to note are:

- The largest increase (as compared to previous quarter) are in the Auto/Transportation industry.

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	TOTAL	Budget	% of Budget	Budget Diff	Prev Forecast
Fiscal Year 2021-2022	\$ 300,458	\$ 298,414	\$ 378,914		\$ 977,786	\$ 1,260,000	78%	\$ (282,214)	
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$ 1,250,000	114%	\$ 174,798	\$ 1,125,000
Fiscal Year 2019-2020	\$ 457,737	\$ 320,975	\$ 370,903	\$ 374,688	\$ 1,524,302	\$ 1,450,000	105%	\$ 74,302	\$ 1,430,388
Fiscal Year 2018-2019	\$ 354,152	\$ 353,870	\$ 336,721	\$ 356,865	\$ 1,401,608	\$ 1,350,000	104%	\$ 51,608	
% Change - Previous Calendar Qtr	-18%	-1%	27%						
% Change - Same Qtr - Prev Year	-23%	-12%	16%		34%				

Fiscal and Budget Impacts

With one quarter remaining in the fiscal year, it appears reasonable that Sales Tax Revenues will meet and likely exceed the budgeted forecast for the fiscal year. Staff will continue to monitor and provide updates as additional information is available.

Attachments:

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

City of Colfax Sales and Use Tax Revenues (Actuals Through Quarter Ended 03/31/2022)



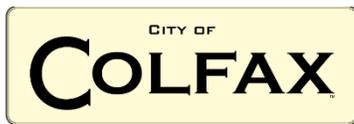
City of Colfax

Sales and Use Tax Revenues

City of Colfax Sales and Use Tax Revenue History

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

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



Staff Report to City Council

FOR THE JUNE 22, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Marguerite Bailey, City Clerk
Subject: Surveying Services for the Storm Water Inflow and Ground Water Infiltration (I&I) Mitigation Project – Clear Path

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$38,340	Fund(s): 575
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RECOMMENDED ACTION: Adopt Resolution ___-2022 authorizing the City Manager to execute an agreement with Clear Path Land Evolvment Inc. for surveying services for the Storm Water Inflow and Ground Water Infiltration (I&I) Mitigation Project in an amount not to exceed \$38,340.

Summary/Background

In 2018, the City of Colfax applied for and was awarded a \$500,000 Clean Water State Revolving Fund (CWSRF) Small Community Grant through the California State Water Resources Control Board (Water Board). The funding was used to identify wastewater related projects with the goal of improving operational efficiency at the City’s Waste Water Treatment Plant (WWTP), increasing the capacity of the City’s sewer collection system by reducing storm water inflow and ground water infiltration (I&I) into the system, and reducing the overall cost of operating and maintaining the WWTP and collection system. The project is titled “2020 WWTP and I&I Mitigation Project”.

Subsequently Staff applied for a \$5,596,191 CWSRF and Prop 1B grant for construction of the Projects. The grant funding agreement was executed on January 6, 2022. Design of the I&I Mitigation Project is in development by Wood Rodgers, a City subconsultant. Wood Rodgers’ professional engineering services includes cost to provide topographic survey of the sewer system segments that will be replaced by dig and replacement methods. However, due to circumstances, Wood Rodgers is no longer able to perform the survey. Clear Path Land Evolvment (Clear Path) is a professional consultant with whom the City maintains on-call contract services. Clear Path has proposed an amount of \$31,950 for the scope of work and fees.

Staff recommends that City Council authorize the City Manager to enter the City into an agreement with Clear Path to provide topographic survey services, as outlined in the attached proposal, for \$31,950 and authorize expenditures up to \$38,340 that includes a contingency of 20%.

Fiscal Impacts

The cost of the agreement is funded from Funds 575 reimbursable by the Clean Water State Revolving Fund (CWSRF) Small Community Grant and the Water Board, Project No. C-06-8479-210 in an amount not to exceed \$38,340.

Attachments:

1. Resolution __-2022
2. Clear Path Agreement

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CLEAR PATH LAND EVOLVEMENT INC. FOR SURVEYING SERVICES FOR THE STORM WATER INFLOW AND GROUND WATER INFILTRATION (I&I) MITIGATION PROJECT IN AN AMOUNT NOT TO EXCEED \$38,340

WHEREAS, in 2018, the City of Colfax applied for and was awarded a \$500,000 Clean Water State Revolving Fund (CWSRF) Small Community Grant through the California State Water Resources Control Board (Water Board); and,

WHEREAS, the funding was used to identify wastewater related projects with the goal of improving operational efficiency at the City's Waste Water Treatment Plant (WWTP), increasing the capacity of the City's sewer collection system by reducing storm water inflow and ground water infiltration (I&I) into the system, and reducing the overall cost of operating and maintaining the WWTP and collection system. The project was titled "2020 WWTP and I&I Mitigation Project"; and,

WHEREAS, design of the I&I Mitigation Project is in development by Wood Rodgers, a City subconsultant. Wood Rodgers' professional engineering services includes costs to provide topographic survey of the sewer system segments that will be replaced by dig and replacement methods; and,

WHEREAS, Wood Rodgers is no longer able to perform the survey. Clear Path Land Evolvment Inc. (Clear Path) is a professional consultant with whom the City maintains on-call contract services. Clear Path has proposed an amount of \$31,950 for the scope of work and fees with a 20% contingency for a total amount of \$38,340.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes the City Manager to sign a contract with Clear Path Land Evolvment Inc. for surveying services for the Storm Water Inflow and Ground Water Infiltration (I&I) Mitigation Project in an amount not to exceed \$38,340.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 22nd of June 2022 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey City Clerk

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this 23rd day of June, 2022 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Clear Path Land Evolvement, Inc.** (“Contractor”).

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Contractor’s schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall commence upon execution and expire July 1, 2024. 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:

Clear Path Land Evolvment Inc.
500 Auburn Folsom Rd. Ste 100
Auburn, CA 95603

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



Jim Fletter PE
Wood Rodgers
Phone: 916-503-5678
Email: jfletter@woodrodgers.com

April 19, 2022

Re: **City of Colfax I & I Mitigation Project 2022**
City of Colfax, Placer County, CA

Dear Jim;

Clear Path Land Evolvment, Inc. is pleased to submit this proposal to provide surveying services for the 2022 City of Colfax I & I Mitigation project located in the City of Colfax, CA. In response to your request for a proposal this letter serves as our contract and outlines our proposed scope of work and fees.

Scope of Work:

Based on Figure X – Sewer Rehabilitation Work diagram, Clear Path proposes to:

- Augment as necessary existing GPS control set in 2012.
- Perform topographic surveys for seven sites indicated in blue on Figure X.
Survey to include:
 - Topographic survey from property line to property line OR a 50 foot wide strip, depending on location.
 - Flowlines and pipe sizes for all sewer and storm drain manholes, and drain inlets.
 - Elevations for water valve nuts.
 - All pertinent features.
- Locate existing boundary and right of way monuments per record documents.
- Prepare topographic site plans for each of the seven sites.
- Overlay record boundary and right of way information based on field ties for each of seven site plans.
- Deliverables to be digital .pdf and autocad .dwg files in Civil 3D 2018.

Fee: \$31,950.00

The above fee shall not be exceeded without prior authorization from client and shall remain valid for 60 days.

Our current schedule would enable us to begin work at your direction and complete our work in a diligent manner of your notice to proceed. If you would like us to proceed, please sign and return one copy of this letter agreeing to the scope of work and the fee.

Thank you for this opportunity. If you have any questions or need additional information, please don't hesitate to call.

Sincerely,
Clear Path Land Evolvement, Inc.

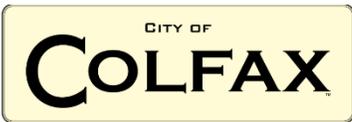


Christine Johnson, PLS

Authorization to Proceed

_____ Auburn, CA
Date

proposals\2022 I&I mitigation proposal.doc



Staff Report to City Council

FOR THE JUNE 22, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Medical leave of absence for Mayor Pro Tem Mendoza

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and consider adopting Resolution ___-2022 approving a medical leave of absence for Mayor Pro Tem Mendoza.

Summary/Background

The proposed resolution, if adopted by Council majority, will approve a three-month medical leave of absence for Councilmember Mendoza. The leave has been approved by Mayor Pro Tem Mendoza’s treating physician. Privacy issues prevent staff from including the medical issues that prompted the leave request in this report, and Council from publicly discussing them.

There are three legal provisions that relate to this request.

1. Colfax Municipal Code (CMC) Section 2.04.020 provides:
 - “A. If a city councilmember is absent without permission from all regular city council meetings for sixty (60) days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy.
 - B. When a councilmember knows that he/she will be absent from a regularly scheduled meeting, the councilmember shall so advise the council during a regular meeting or shall call the mayor or the city manager and so advise. During roll call at the missed meeting, the mayor or city manager will advise the council of the absence and it will be noted in the minutes as an excused absence unless a determination is otherwise made.”
2. CMC 2.04.020 A is essentially the same as Government Code Section 36513(a), which says: “(a) If a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy.”
3. Government Code Section 1770, which is a bit more obscure, defines when a Council vacancy occurs: “An office becomes vacant on the happening of any of the following events before the expiration of the term: (g) His or her ceasing to discharge the duties of his or her office for the period of three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law.” This statute allows sickness as a legitimate excuse for ceasing to discharge official duties and also allows the Council to grant permission for the failure to discharge official duties.

Staff is unaware of any basis for questioning the legitimacy of Mayor Pro Tem Mendoza's request. She gave the notice required by CMC 2.04.020 B, but the language of Government Code Section 36513 and CMC 2.04.020 A refer to some form of "permission", presumably from the Council. A resolution that recognizes her medical condition and authorizes her leave of absence will provide the necessary permission.

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

Fiscal Impacts

None

Attachments:

1. Resolution __-2022

City of Colfax City Council

Resolution No. __-2022

APPROVING A MEDICAL LEAVE OF ABSENCE FOR MAYOR PRO TEM MENDOZA

WHEREAS, Mayor Pro Tem Mendoza requested, and her treating physician recommended, a three-month medical leave of absence from attending meetings of the City Council and otherwise performing her official duties as a member of the Colfax City Council.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby approves Mayor Pro Tem Mendoza’s request and authorizes a three-month medical leave of absence from her attendance at meetings of the City Council and otherwise performing her official duties as a member of the Colfax City Council, said leave of absence to commence upon adoption of this Resolution.

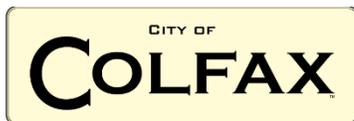
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 22nd of June 2022 by the following vote of the Council:

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

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey City Clerk



Staff Report to City Council

FOR THE JUNE 22, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Shanna Stahl, Administrative Analyst
 Laurie Van Groningen, Finance Director
Subject: Fiscal Year 2022-2023 Rate Adjustments

Budget Impact Overview:

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

Summary/Background

Effective July 1, 2022, the City will be implementing annual rate adjustments for the following categories:

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

Sewer Impact Fees

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

The City has received the May 2022 ENR data from GHD and the construction cost index is reported at a 14.2% increase. The City is applying the increase to calculate the fiscal year 2022-2023 sewer impact fee as reflected in the chart below. Effective July 1, 2022, the sewer impact fee will be adjusted to \$11,120 per Equivalent Dwelling Unit (EDU).

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

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

Monthly Sewer Rates

In June of 2018, the City Council, after due notice, public hearing, and protests heard and received in an open and public meeting adopted and approved the City of Colfax Wastewater Rate Study prepared by Rural Community Assistance Corporation (RCAC) relating to the Sewer Service Charges for Fiscal Years 2018-2019 through 2022-2023. The Sewer Service Charges adopted by Resolution 42-2018 are reflected below. The monthly sewer rate per Equivalent Dwelling Unit (EDU) will be adjusted to \$143.07 monthly (\$286.14 bi- monthly billing) effective July 1, 2022.

# EDU's	Current Monthly Rate	Monthly Rate 2018	Monthly Rate 2019	Monthly Rate 2020	Monthly Rate 2021	Monthly Rate 2022
1.00	\$ 126.76	\$ 129.87	\$ 133.05	\$ 136.31	\$ 139.65	\$ 143.07
1.20	\$ 152.11	\$ 155.84	\$ 159.66	\$ 163.57	\$ 167.58	\$ 171.68
1.30	\$ 164.79	\$ 168.83	\$ 172.96	\$ 177.20	\$ 181.54	\$ 185.99
1.40	\$ 177.46	\$ 181.81	\$ 186.27	\$ 190.83	\$ 195.51	\$ 200.29
1.50	\$ 190.14	\$ 194.80	\$ 199.57	\$ 204.46	\$ 209.47	\$ 214.60
1.60	\$ 202.82	\$ 207.78	\$ 212.88	\$ 218.09	\$ 223.43	\$ 228.91
1.70	\$ 215.49	\$ 220.77	\$ 226.18	\$ 231.72	\$ 237.40	\$ 243.22
1.80	\$ 228.17	\$ 233.76	\$ 239.49	\$ 245.35	\$ 251.36	\$ 257.52
2.00	\$ 253.52	\$ 259.73	\$ 266.09	\$ 272.61	\$ 279.29	\$ 286.14
2.10	\$ 266.20	\$ 272.72	\$ 279.40	\$ 286.24	\$ 293.26	\$ 300.44
2.20	\$ 278.87	\$ 285.70	\$ 292.70	\$ 299.88	\$ 307.22	\$ 314.75

California Public Employee's Retirement System (CalPERS) Retirement

The CalPERS Actuarial Office provides an annual valuation report each year which contains specific information for the City retirement plans including the development of the current and projected employer and employee contributions. The required normal payroll contributions for fiscal year 2022-2023 are reflected in the following chart.

Fiscal Year	Classic Employees		PEPRA Employees	
	Employer %	Employee %	Employer %	Employee %
2021-2022	9.130%	7.000%	7.590%	6.750%
2022-2023	9.120%	7.000%	7.470%	6.750%

Salary Schedules

In accordance with the Memorandum of Understanding between the City of Colfax and I.U.O.E Stationary Engineers, Local 39 (Union), a cost of living adjustment (COLA) is due effective July 1, 2022. The COLA is based on an average of the Consumer Price Index (CPI) for San Francisco- Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers. The average CPI for the fiscal year 2021-2022 COLA calculation is 7.73%. The contracted maximum increase of 4% will be applied. Consistent with previous years and the adopted operating budget, the City will apply this increase to both represented and non-represented employees' salary schedules. The salary schedules for fiscal year 2022-2023 are attached to this report.

Extended Pay Scale as of 7/1/22 for existing non-represented employees

		Step								
		1	2	3	4	5	6	7	8	9
City Clerk	Monthly	\$ 4,877.60	\$ 5,122.00	\$ 5,378.53	\$ 5,648.93	\$ 5,931.47	\$ 6,080.53	\$ 6,233.07	\$ 6,389.07	\$ 6,550.27
	Hourly	\$ 28.14	\$ 29.55	\$ 31.03	\$ 32.59	\$ 34.22	\$ 35.08	\$ 35.96	\$ 36.86	\$ 37.79
	Annual	\$ 58,531.20	\$ 61,464.00	\$ 64,542.40	\$ 67,787.20	\$ 71,177.60	\$ 72,966.40	\$ 74,796.80	\$ 76,668.80	\$ 78,603.20
Accounting Technician	Monthly	\$ 4,529.20	\$ 4,756.27	\$ 4,995.47	\$ 5,246.80	\$ 5,510.27	\$ 5,648.93	\$ 5,791.07	\$ 5,936.67	\$ 6,085.73
	Hourly	\$ 26.13	\$ 27.44	\$ 28.82	\$ 30.27	\$ 31.79	\$ 32.59	\$ 33.41	\$ 34.25	\$ 35.11
	Annual	\$ 54,350.40	\$ 57,075.20	\$ 59,945.60	\$ 62,961.60	\$ 66,123.20	\$ 67,787.20	\$ 69,492.80	\$ 71,240.00	\$ 73,028.80
Public Works Director	Monthly	\$ 8,054.80	\$ 8,458.67	\$ 8,881.60	\$ 9,327.07	\$ 9,795.07	\$ 10,041.20	\$ 10,292.53	\$ 10,550.80	\$ 10,816.00
	Hourly	\$ 46.47	\$ 48.80	\$ 51.24	\$ 53.81	\$ 56.51	\$ 57.93	\$ 59.38	\$ 60.87	\$ 62.40
	Annual	\$ 96,657.60	\$ 101,504.00	\$ 106,579.20	\$ 111,924.80	\$ 117,540.80	\$ 120,494.40	\$ 123,510.40	\$ 126,609.60	\$ 129,792.00
Customer Service Rep	Monthly	\$ 3,047.20	\$ 3,199.73	\$ 3,360.93	\$ 3,529.07	\$ 3,705.87	\$ 3,799.47	\$ 3,894.80	\$ 3,993.60	\$ 4,094.13
	Hourly	\$ 17.58	\$ 18.46	\$ 19.39	\$ 20.36	\$ 21.38	\$ 21.92	\$ 22.47	\$ 23.04	\$ 23.62
	Annual	\$ 36,566.40	\$ 38,396.80	\$ 40,331.20	\$ 42,348.80	\$ 44,470.40	\$ 45,593.60	\$ 46,737.60	\$ 47,923.20	\$ 49,129.60
Administrative Analyst	Monthly	\$ 5,506.80	\$ 5,782.40	\$ 6,071.87	\$ 6,376.93	\$ 6,695.87	\$ 6,864.00	\$ 7,035.60	\$ 7,212.40	\$ 7,394.40
	Hourly	\$ 31.77	\$ 33.36	\$ 35.03	\$ 36.79	\$ 38.63	\$ 39.60	\$ 40.59	\$ 41.61	\$ 42.66
	Annual	\$ 66,081.60	\$ 69,388.80	\$ 72,862.40	\$ 76,523.20	\$ 80,350.40	\$ 82,368.00	\$ 84,427.20	\$ 86,548.80	\$ 88,732.80

Extended Pay Scale as of 7/1/22 for non-represented employees hired after 7/1/21

		Step										
		1	2	3	4	5	6	7	8	9	10	11
City Clerk	Monthly	\$ 4,877.60	\$ 5,000.67	\$ 5,127.20	\$ 5,255.47	\$ 5,387.20	\$ 5,522.40	\$ 5,661.07	\$ 5,803.20	\$ 5,948.80	\$ 6,097.87	\$ 6,250.40
	Hourly	\$ 28.14	\$ 28.85	\$ 29.58	\$ 30.32	\$ 31.08	\$ 31.86	\$ 32.66	\$ 33.48	\$ 34.32	\$ 35.18	\$ 36.06
	Annual	\$ 58,531.20	\$ 60,008.00	\$ 61,526.40	\$ 63,065.60	\$ 64,646.40	\$ 66,268.80	\$ 67,932.80	\$ 69,638.40	\$ 71,385.60	\$ 73,174.40	\$ 75,004.80
Accounting Technician	Monthly	\$ 4,529.20	\$ 4,643.60	\$ 4,759.73	\$ 4,879.33	\$ 5,002.40	\$ 5,128.93	\$ 5,257.20	\$ 5,388.93	\$ 5,524.13	\$ 5,662.80	\$ 5,804.93
	Hourly	\$ 26.13	\$ 26.79	\$ 27.46	\$ 28.15	\$ 28.86	\$ 29.59	\$ 30.33	\$ 31.09	\$ 31.87	\$ 32.67	\$ 33.49
	Annual	\$ 54,350.40	\$ 55,723.20	\$ 57,116.80	\$ 58,552.00	\$ 60,028.80	\$ 61,547.20	\$ 63,086.40	\$ 64,667.20	\$ 66,289.60	\$ 67,953.60	\$ 69,659.20
Public Works Director	Monthly	\$ 8,054.80	\$ 8,257.60	\$ 8,465.60	\$ 8,678.80	\$ 8,897.20	\$ 9,120.80	\$ 9,349.60	\$ 9,583.60	\$ 9,824.53	\$ 10,070.67	\$ 10,323.73
	Hourly	\$ 46.47	\$ 47.64	\$ 48.84	\$ 50.07	\$ 51.33	\$ 52.62	\$ 53.94	\$ 55.29	\$ 56.68	\$ 58.10	\$ 59.56
	Annual	\$ 96,657.60	\$ 99,091.20	\$ 101,587.20	\$ 104,145.60	\$ 106,766.40	\$ 109,449.60	\$ 112,195.20	\$ 115,003.20	\$ 117,894.40	\$ 120,848.00	\$ 123,884.80
Customer Service Rep	Monthly	\$ 3,047.20	\$ 3,123.47	\$ 3,203.20	\$ 3,284.67	\$ 3,367.87	\$ 3,452.80	\$ 3,539.47	\$ 3,629.60	\$ 3,721.47	\$ 3,815.07	\$ 3,912.13
	Hourly	\$ 17.58	\$ 18.02	\$ 18.48	\$ 18.95	\$ 19.43	\$ 19.92	\$ 20.42	\$ 20.94	\$ 21.47	\$ 22.01	\$ 22.57
	Annual	\$ 36,566.40	\$ 37,481.60	\$ 38,438.40	\$ 39,416.00	\$ 40,414.40	\$ 41,433.60	\$ 42,473.60	\$ 43,555.20	\$ 44,657.60	\$ 45,780.80	\$ 46,945.60
Administrative Analyst	Monthly	\$ 5,506.80	\$ 5,645.47	\$ 5,787.60	\$ 5,933.20	\$ 6,082.27	\$ 6,234.80	\$ 6,390.80	\$ 6,552.00	\$ 6,716.67	\$ 6,884.80	\$ 7,058.13
	Hourly	\$ 31.77	\$ 32.57	\$ 33.39	\$ 34.23	\$ 35.09	\$ 35.97	\$ 36.87	\$ 37.80	\$ 38.75	\$ 39.72	\$ 40.72
	Annual	\$ 66,081.60	\$ 67,745.60	\$ 69,451.20	\$ 71,198.40	\$ 72,987.20	\$ 74,817.60	\$ 76,689.60	\$ 78,624.00	\$ 80,600.00	\$ 82,617.60	\$ 84,697.60

City of Colfax - Salary Range Schedule FY2022-2023
Represented Employees
Effective 7/1/22 - Schedule A With CPI Increase Hired prior to 7/1/21

CPI Increase 07/01/2022: 4.00%

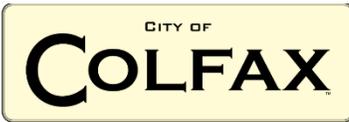
Step

		1	2	3	4	5	6	7	8	9
Clerk Typist*	Monthly	\$ 2,705.73	\$ 2,842.67	\$ 2,984.80	\$ 3,135.60	\$ 3,293.33	\$ 3,376.53	\$ 3,461.47	\$ 3,548.13	\$ 3,638.27
	Hourly	\$ 15.61	\$ 16.40	\$ 17.22	\$ 18.09	\$ 19.00	\$ 19.48	\$ 19.97	\$ 20.47	\$ 20.99
	Annual	\$ 32,468.80	\$ 34,112.00	\$ 35,817.60	\$ 37,627.20	\$ 39,520.00	\$ 40,518.40	\$ 41,537.60	\$ 42,577.60	\$ 43,659.20
Lead Mechanic*	Monthly	\$ 4,589.87	\$ 4,820.40	\$ 5,063.07	\$ 5,317.87	\$ 5,584.80	\$ 5,725.20	\$ 5,869.07	\$ 6,016.40	\$ 6,167.20
	Hourly	\$ 26.48	\$ 27.81	\$ 29.21	\$ 30.68	\$ 32.22	\$ 33.03	\$ 33.86	\$ 34.71	\$ 35.58
	Annual	\$ 55,078.40	\$ 57,844.80	\$ 60,756.80	\$ 63,814.40	\$ 67,017.60	\$ 68,702.40	\$ 70,428.80	\$ 72,196.80	\$ 74,006.40
Maintenance Worker I*	Monthly	\$ 3,168.53	\$ 3,328.00	\$ 3,494.40	\$ 3,669.47	\$ 3,853.20	\$ 3,950.27	\$ 4,049.07	\$ 4,151.33	\$ 4,255.33
	Hourly	\$ 18.28	\$ 19.20	\$ 20.16	\$ 21.17	\$ 22.23	\$ 22.79	\$ 23.36	\$ 23.95	\$ 24.55
	Annual	\$ 38,022.40	\$ 39,936.00	\$ 41,932.80	\$ 44,033.60	\$ 46,238.40	\$ 47,403.20	\$ 48,588.80	\$ 49,816.00	\$ 51,064.00
Maintenance Worker II*	Monthly	\$ 3,903.47	\$ 4,099.33	\$ 4,305.60	\$ 4,522.27	\$ 4,749.33	\$ 4,868.93	\$ 4,992.00	\$ 5,116.80	\$ 5,245.07
	Hourly	\$ 22.52	\$ 23.65	\$ 24.84	\$ 26.09	\$ 27.40	\$ 28.09	\$ 28.80	\$ 29.52	\$ 30.26
	Annual	\$ 46,841.60	\$ 49,192.00	\$ 51,667.20	\$ 54,267.20	\$ 56,992.00	\$ 58,427.20	\$ 59,904.00	\$ 61,401.60	\$ 62,940.80
PW - Working Supervisor	Monthly	\$ 5,014.53	\$ 5,265.87	\$ 5,529.33	\$ 5,806.67	\$ 6,097.87	\$ 6,250.40	\$ 6,408.13	\$ 6,569.33	\$ 6,734.00
	Hourly	\$ 28.93	\$ 30.38	\$ 31.90	\$ 33.50	\$ 35.18	\$ 36.06	\$ 36.97	\$ 37.90	\$ 38.85
	Annual	\$ 60,174.40	\$ 63,190.40	\$ 66,352.00	\$ 69,680.00	\$ 73,174.40	\$ 75,004.80	\$ 76,897.60	\$ 78,832.00	\$ 80,808.00
Operator in Training*	Monthly	\$ 3,582.80	\$ 3,763.07	\$ 3,952.00	\$ 4,149.60	\$ 4,357.60	\$ 4,466.80	\$ 4,579.47	\$ 4,695.60	\$ 4,813.47
	Hourly	\$ 20.67	\$ 21.71	\$ 22.80	\$ 23.94	\$ 25.14	\$ 25.77	\$ 26.42	\$ 27.09	\$ 27.77
	Annual	\$ 42,993.60	\$ 45,156.80	\$ 47,424.00	\$ 49,795.20	\$ 52,291.20	\$ 53,601.60	\$ 54,953.60	\$ 56,347.20	\$ 57,761.60
Operator II*	Monthly	\$ 4,794.40	\$ 5,035.33	\$ 5,288.40	\$ 5,553.60	\$ 5,832.67	\$ 5,980.00	\$ 6,130.80	\$ 6,285.07	\$ 6,442.80
	Hourly	\$ 27.66	\$ 29.05	\$ 30.51	\$ 32.04	\$ 33.65	\$ 34.50	\$ 35.37	\$ 36.26	\$ 37.17
	Annual	\$ 57,532.80	\$ 60,424.00	\$ 63,460.80	\$ 66,643.20	\$ 69,992.00	\$ 71,760.00	\$ 73,569.60	\$ 75,420.80	\$ 77,313.60
Operator II*	Monthly	\$ 4,889.73	\$ 5,135.87	\$ 5,394.13	\$ 5,664.53	\$ 5,948.80	\$ 6,097.87	\$ 6,250.40	\$ 6,408.13	\$ 6,569.33
GFE Only**	Hourly	\$ 28.21	\$ 29.63	\$ 31.12	\$ 32.68	\$ 34.32	\$ 35.18	\$ 36.06	\$ 36.97	\$ 37.90
	Annual	\$ 58,676.80	\$ 61,630.40	\$ 64,729.60	\$ 67,974.40	\$ 71,385.60	\$ 73,174.40	\$ 75,004.80	\$ 76,897.60	\$ 78,832.00
Operator III*	Monthly	\$ 5,413.20	\$ 5,685.33	\$ 5,969.60	\$ 6,269.47	\$ 6,583.20	\$ 6,747.87	\$ 6,917.73	\$ 7,091.07	\$ 7,269.60
	Hourly	\$ 31.23	\$ 32.80	\$ 34.44	\$ 36.17	\$ 37.98	\$ 38.93	\$ 39.91	\$ 40.91	\$ 41.94
	Annual	\$ 64,958.40	\$ 68,224.00	\$ 71,635.20	\$ 75,233.60	\$ 78,998.40	\$ 80,974.40	\$ 83,012.80	\$ 85,092.80	\$ 87,235.20
Chief Plant Operator*	Monthly	\$ 6,818.93	\$ 7,160.40	\$ 7,519.20	\$ 7,895.33	\$ 8,290.53	\$ 8,498.53	\$ 8,711.73	\$ 8,930.13	\$ 9,153.73
	Hourly	\$ 39.34	\$ 41.31	\$ 43.38	\$ 45.55	\$ 47.83	\$ 49.03	\$ 50.26	\$ 51.52	\$ 52.81
	Annual	\$ 81,827.20	\$ 85,924.80	\$ 90,230.40	\$ 94,744.00	\$ 99,486.40	\$ 101,982.40	\$ 104,540.80	\$ 107,161.60	\$ 109,844.80
Administrative Assistant/ Community Development*	Monthly	\$ 4,529.20	\$ 4,756.27	\$ 4,995.47	\$ 5,246.80	\$ 5,510.27	\$ 5,648.93	\$ 5,791.07	\$ 5,936.67	\$ 6,085.73
	Hourly	\$ 26.13	\$ 27.44	\$ 28.82	\$ 30.27	\$ 31.79	\$ 32.59	\$ 33.41	\$ 34.25	\$ 35.11
	Annual	\$ 54,350.40	\$ 57,075.20	\$ 59,945.60	\$ 62,961.60	\$ 66,123.20	\$ 67,787.20	\$ 69,492.80	\$ 71,240.00	\$ 73,028.80

City of Colfax - Salary Range Schedule FY2022-2023
Represented Employees
Effective 7/1/22 - Schedule B Hired after 7/1/21

CPI Increase 07/01/2022: **4.0%**

		Step										
		1	2	3	4	5	6	7	8	9	10	11
Clerk Typist*	Monthly	\$ 2,705.73	\$ 2,775.07	\$ 2,846.13	\$ 2,918.93	\$ 2,993.47	\$ 3,069.73	\$ 3,147.73	\$ 3,227.47	\$ 3,308.93	\$ 3,392.13	\$ 3,477.07
	Hourly	\$ 15.61	\$ 16.01	\$ 16.42	\$ 16.84	\$ 17.27	\$ 17.71	\$ 18.16	\$ 18.62	\$ 19.09	\$ 19.57	\$ 20.06
	Annual	\$ 32,468.80	\$ 33,300.80	\$ 34,153.60	\$ 35,027.20	\$ 35,921.60	\$ 36,836.80	\$ 37,772.80	\$ 38,729.60	\$ 39,707.20	\$ 40,705.60	\$ 41,724.80
Lead Mechanic*	Monthly	\$ 4,589.87	\$ 4,706.00	\$ 4,823.87	\$ 4,945.20	\$ 5,070.00	\$ 5,198.27	\$ 5,328.27	\$ 5,461.73	\$ 5,598.67	\$ 5,739.07	\$ 5,882.93
	Hourly	\$ 26.48	\$ 27.15	\$ 27.83	\$ 28.53	\$ 29.25	\$ 29.99	\$ 30.74	\$ 31.51	\$ 32.30	\$ 33.11	\$ 33.94
	Annual	\$ 55,078.40	\$ 56,472.00	\$ 57,886.40	\$ 59,342.40	\$ 60,840.00	\$ 62,379.20	\$ 63,939.20	\$ 65,540.80	\$ 67,184.00	\$ 68,868.80	\$ 70,595.20
Maintenance Worker I*	Monthly	\$ 3,168.53	\$ 3,248.27	\$ 3,329.73	\$ 3,414.67	\$ 3,501.33	\$ 3,589.73	\$ 3,679.87	\$ 3,773.47	\$ 3,868.80	\$ 3,965.87	\$ 4,066.40
	Hourly	\$ 18.28	\$ 18.74	\$ 19.21	\$ 19.70	\$ 20.20	\$ 20.71	\$ 21.23	\$ 21.77	\$ 22.32	\$ 22.88	\$ 23.46
	Annual	\$ 38,022.40	\$ 38,979.20	\$ 39,956.80	\$ 40,976.00	\$ 42,016.00	\$ 43,076.80	\$ 44,158.40	\$ 45,281.60	\$ 46,425.60	\$ 47,590.40	\$ 48,796.80
Maintenance Worker II*	Monthly	\$ 3,903.47	\$ 4,002.27	\$ 4,102.80	\$ 4,206.80	\$ 4,312.53	\$ 4,421.73	\$ 4,532.67	\$ 4,647.07	\$ 4,764.93	\$ 4,884.53	\$ 5,007.60
	Hourly	\$ 22.52	\$ 23.09	\$ 23.67	\$ 24.27	\$ 24.88	\$ 25.51	\$ 26.15	\$ 26.81	\$ 27.49	\$ 28.18	\$ 28.89
	Annual	\$ 46,841.60	\$ 48,027.20	\$ 49,233.60	\$ 50,481.60	\$ 51,750.40	\$ 53,060.80	\$ 54,392.00	\$ 55,764.80	\$ 57,179.20	\$ 58,614.40	\$ 60,091.20
PW - Working Supervisor	Monthly	\$ 5,014.53	\$ 5,141.07	\$ 5,271.07	\$ 5,404.53	\$ 5,539.73	\$ 5,678.40	\$ 5,820.53	\$ 5,966.13	\$ 6,116.93	\$ 6,271.20	\$ 6,428.93
	Hourly	\$ 28.93	\$ 29.66	\$ 30.41	\$ 31.18	\$ 31.96	\$ 32.76	\$ 33.58	\$ 34.42	\$ 35.29	\$ 36.18	\$ 37.09
	Annual	\$ 60,174.40	\$ 61,692.80	\$ 63,252.80	\$ 64,854.40	\$ 66,476.80	\$ 68,140.80	\$ 69,846.40	\$ 71,593.60	\$ 73,403.20	\$ 75,254.40	\$ 77,147.20
Operator in Training*	Monthly	\$ 3,582.80	\$ 3,672.93	\$ 3,764.80	\$ 3,860.13	\$ 3,957.20	\$ 4,057.73	\$ 4,160.00	\$ 4,264.00	\$ 4,371.47	\$ 4,482.40	\$ 4,595.07
	Hourly	\$ 20.67	\$ 21.19	\$ 21.72	\$ 22.27	\$ 22.83	\$ 23.41	\$ 24.00	\$ 24.60	\$ 25.22	\$ 25.86	\$ 26.51
	Annual	\$ 42,993.60	\$ 44,075.20	\$ 45,177.60	\$ 46,321.60	\$ 47,486.40	\$ 48,692.80	\$ 49,920.00	\$ 51,168.00	\$ 52,457.60	\$ 53,788.80	\$ 55,140.80
Operator II*	Monthly	\$ 4,794.40	\$ 4,915.73	\$ 5,038.80	\$ 5,165.33	\$ 5,295.33	\$ 5,428.80	\$ 5,565.73	\$ 5,706.13	\$ 5,850.00	\$ 5,997.33	\$ 6,148.13
	Hourly	\$ 27.66	\$ 28.36	\$ 29.07	\$ 29.80	\$ 30.55	\$ 31.32	\$ 32.11	\$ 32.92	\$ 33.75	\$ 34.60	\$ 35.47
	Annual	\$ 57,532.80	\$ 58,988.80	\$ 60,465.60	\$ 61,984.00	\$ 63,544.00	\$ 65,145.60	\$ 66,788.80	\$ 68,473.60	\$ 70,200.00	\$ 71,968.00	\$ 73,777.60
Operator III*	Monthly	\$ 5,413.20	\$ 5,550.13	\$ 5,690.53	\$ 5,834.40	\$ 5,981.73	\$ 6,132.53	\$ 6,286.80	\$ 6,444.53	\$ 6,605.73	\$ 6,772.13	\$ 6,942.00
	Hourly	\$ 31.23	\$ 32.02	\$ 32.83	\$ 33.66	\$ 34.51	\$ 35.38	\$ 36.27	\$ 37.18	\$ 38.11	\$ 39.07	\$ 40.05
	Annual	\$ 64,958.40	\$ 66,601.60	\$ 68,286.40	\$ 70,012.80	\$ 71,780.80	\$ 73,590.40	\$ 75,441.60	\$ 77,334.40	\$ 79,268.80	\$ 81,265.60	\$ 83,304.00
Chief Plant Operator*	Monthly	\$ 6,818.93	\$ 6,990.53	\$ 7,165.60	\$ 7,345.87	\$ 7,529.60	\$ 7,718.53	\$ 7,912.67	\$ 8,112.00	\$ 8,314.80	\$ 8,522.80	\$ 8,736.00
	Hourly	\$ 39.34	\$ 40.33	\$ 41.34	\$ 42.38	\$ 43.44	\$ 44.53	\$ 45.65	\$ 46.80	\$ 47.97	\$ 49.17	\$ 50.40
	Annual	\$ 81,827.20	\$ 83,886.40	\$ 85,987.20	\$ 88,150.40	\$ 90,355.20	\$ 92,622.40	\$ 94,952.00	\$ 97,344.00	\$ 99,777.60	\$ 102,273.60	\$ 104,832.00
Administrative Assistant/ Community Development*	Monthly	\$ 4,529.20	\$ 4,643.60	\$ 4,759.73	\$ 4,879.33	\$ 5,002.40	\$ 5,128.93	\$ 5,257.20	\$ 5,388.93	\$ 5,524.13	\$ 5,662.80	\$ 5,804.93
Hourly	\$ 26.13	\$ 26.79	\$ 27.46	\$ 28.15	\$ 28.86	\$ 29.59	\$ 30.33	\$ 31.09	\$ 31.87	\$ 32.67	\$ 33.49	
Annual	\$ 54,350.40	\$ 55,723.20	\$ 57,116.80	\$ 58,552.00	\$ 60,028.80	\$ 61,547.20	\$ 63,086.40	\$ 64,667.20	\$ 66,289.60	\$ 67,953.60	\$ 69,659.20	



Staff Report to City Council

FOR THE JUNE 22, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Public Hearing: Delinquent Sewer Service Charges and Refuse Collection Fees

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Conduct a public hearing to consider public and staff comments and adopt separate resolutions __ - 2022 and __-2022 requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2022-2023.

Summary/Background

Colfax Municipal Code (the “Code”) Title 8 and Title 13, authorizes the City to collect delinquent sewer service charges and delinquent refused collection fees on the secured tax roll at the same time as general property taxes. The Code requires the City Council to adopt a Resolution(s) in order to collect the delinquent charges on the tax roll.

Separate written reports for collection of delinquent sewer service charges and delinquent charges for refuse collection services have been prepared and are on file with the City. The written report for delinquent sewer service charges contains a description of each parcel receiving sewer services and facilities and the amount of the delinquent sewer service charges. The written report for delinquent refuse collection charges includes the parcel number of each parcel of real property upon which the charges are delinquent, the name(s) of the owner(s) of the real property to which refuse collection services were provided, the street address of the property served, the period of service, and the amounts due including reasonable administrative charges. All charges reflected in the written report have been computed in conformity with the Code.

A public hearing is required before the proposed Resolutions can be adopted. Notice of the Public Hearing regarding the delinquent accounts was published in the Auburn Journal once each week for two successive weeks prior to the hearing in compliance with the Code. All property owners with a delinquent balance were notified in writing of the public hearing process within the times required by the Code.

The purpose of the hearing is to allow the Council to hear objections and protests to the reports. At the conclusion of the hearing, the Council may adopt, revise, change, reduce or modify any sewer service charge or charge for refuse collection services in either report, sustain or overrule any objections to either report and adopt or decline to adopt the reports as modified. If the reports are adopted with or without modification, the City will file them with the County Auditor-Controller. The charges reflected in the final reports will be collected at the same time as ad valorem property taxes and remitted to the City, subject to a 1% County administrative charge. Placer County requires a resolution containing specific provisions to be adopted to collect the delinquent charges on the property tax roll.

Fiscal Impacts

This process is essential to properly collecting delinquent sewer service charges and delinquent refuse collection fees on the annual County tax roll. Without this process, the City would have to pursue separate collection efforts against each property owner.

There are \$97,192.67 delinquent Sewer charges and \$8,647.74 delinquent refuse collection fees due as of June 14, 2022. Applicable interest, penalty, and administrative fees will be added to the account balance before transfer to the County. These amounts will be paid to the City and deposited into the applicable funds and/or transferred to Recology as appropriate.

Attachments:

1. Exhibit A – Report of Delinquent Sewer Service Charges and Refuse Collection Fees (Revised Report Date June 14, 2022)
2. Resolution __-2022 – A Resolution of the City of Colfax requesting collection of sewer service charges on the Placer county tax roll for tax year 2022-2023.
3. Resolution __-2022 – A Resolution of the City Council of the City of Colfax confirming the report of delinquent refuse collection accounts and placing liens on said properties and special assessments upon property taxes pursuant to City of Colfax Municipal Code Section 8.20.130.

FY 21/22 Delinquent Sewer Accounts

Location ID	Account #	Status	Service Address	Total Due	Name	Street Address	City	St	Zip	Prop ID
AUBS-000015-0000-00	0000158078	0	15 S AUBURN ST	\$895.77	HEIBERGER/MICHAEL//	PO BOX 874	COLFAX	CA	95713	006072002000
AUBS-000300-0000-00	0000158282	0	300 S AUBURN ST	\$1,031.54	HICKEY/JAMES//	PO BOX 826	COLFAX	CA	95713	006143013000
AUBS-000303-0000-00	0000158287	0	303 S AUBURN ST	\$857.57	WHEELER/KATHERINE//	303 S AUBURN ST	COLFAX	CA	95713	006141002000
CACC-000214-0000-00	0000158278	0	214 CANYON CREEK CIR	\$1,843.38	CHAVEZ/JOSE//	2936 AZEVEDO	SACRAMENTO	CA	95833	101200031000
CACC-000238-0000-00	0000158271	0	238 CANYON CREEK CIR	\$1,843.38	GUDINO/TONY & KELLY//	238 CANYON CREEK CIR	COLFAX	CA	95713	101200035000
CACC-000300-0000-00	0000158264	0	300 CANYON CREEK CIR	\$1,843.38	KEANE/LISETTE//	300 CANYON CREEK CIR	COLFAX	CA	95713	101200044000
COLF-000015-0000-01	0000171193	0	15 COLFAX AVE	\$712.29	WILKEY/ERIK//	PO BOX 390	COLFAX	CA	95713	006053007000
CULV-000005-0000-01	0000157876	0	5 CULVER ST	\$1,843.38	DIETZ-CHRISMAN/PATRICK//	5 CULVER ST	COLFAX	CA	95713	006063005000
CULV-000015-0000-00	0000157887	0	15 CULVER ST	\$1,843.38	RAMEY/B.L.//	PO BOX 1187	COLFAX	CA	95713	006063006000
DEPO-000110-0000-00	0000170157	0	110 DEPOT STREET	\$1,843.38	BANGERT/BEAU//	205 CANYON CT. #21	COLFAX	CA	95713	006030022000
EASY-000306-0000-03	0000158142	0	306 EASY WAY	\$1,238.14	PENA/NICHOLAS//	PO BOX 959	COLFAX	CA	95713	100110028000
FOST-000208-0000-00	0000170339	0	208 FOSTER RD	\$907.99	LOPEZ/THOMAS//	208 FOSTER RD	COLFAX	CA	95713	100270025000
FOWL-024020-0000-00	0000000000	0	24020 FOWLER AVE	\$2,413.00	STATE OF CALIFORNIA	13760 LINCOLN WAY	AUBURN	CA	95603	101093008000
GEAR-000044-0000-00	0000158159	0	44 GEARHART LN	\$1,843.38	GRACELYNN INTERPRISE, INC	11466 BOESSOW ROAD	GALT	CA	95632	006022002000
GLEN-000204-0000-02	0000170201	0	204 GLENDALE RD	\$1,843.38	MOON TUHEY/GREGORY//	204 GLENDALE RD	COLFAX	CA	95713	100270032000
GRAV-023755-0000-00	0000000000	0	23755 GRAND VIEW AVE	\$1,843.38	OSGOOD/BOB//	23755 GRAND VIEW WAY	COLFAX	CA	95713	101161028000
H174-000323-0000-00	0000158283	0	323 HWY 174	\$1,843.38	EVANS/ROBERT//	323 HWY 174	COLFAX	CA	95713	006143011000
HUNT-000120-0000-01	0000172510	0	120 HUNTER LN	\$1,488.52	OSTER/JULIANNE//	PO BOX 1567	COLFAX	CA	95713	006030061000
INCL-000244-0000-02	0000158259	0	244 INCLINE DR	\$1,178.09	JOHNSTON/BILL//	1620 HILLISH ROCK RD.	MEADOW VISTA	CA	95722	101200015000
LINC-000029-0000-00	0000157964	0	29 LINCOLN ST	\$1,842.57	ANDERSON/SELEN//	PO BOX 2	COLFAX	CA	95713	006093005000
LINC-000052-0000-00	0000157961	0	52 LINCOLN ST	\$1,843.38	PERROTTA/KAIN//	1335 LIVE OAK LANE	AUBURN	CA	95603	006131010000
MAIN-000007-0000-00	898-2200-0	0	7 N MAIN ST	\$8,848.21	TODD/GARY//	20580 PLACER HILL RD	COLFAX	CA	95713	006071007000
MINC-000106-0000-01	0000158190	0	106 MINK CREEK DR	\$1,524.98	STUDEBAKER/STEPHEN//	106 MINK CREEK DR	COLFAX	CA	95713	100260049000
MINC-000118-0000-00	0000168232	0	118 MINK CREEK DR	\$896.55	OWENS/SERENE//	118 MINK CREEK DR	COLFAX	CA	95713	100260054000
MOON-000560-0000-00	0000000000	0	560 MOONRISE LN	\$1,843.38	MORGAN/JAMES//	560 MOONRISE LN	COLFAX	CA	95713	1001161039000
NEWM-000021-0000-00	0000158033	0	21 NEWMAN ST	\$1,224.33	WREN/DOUG AND ROBYNN//	PO BOX 1911	COLFAX	CA	95713	006092015000
OAKE-000010-0000-00	0000158098	0	10 E OAK ST	\$2,485.95	CAMPBELL/MARTHA//	PO BOX 99	COLFAX	CA	95713	006101009000
OAKH-000102-0000-00	0000158171	0	102 OAK HILL DR	\$1,843.38	MORSE/KENNETH//	102 OAK HILL DR	COLFAX	CA	95713	006010045000
OAKH-000140-0000-02	0000171148	0	140 OAK HILL DR	\$1,524.98	PLATZER/MICHAEL//	140 OAK HILL DR	COLFAX	CA	95713	006010041000
OAKR-001332-0000-00	0000000000	0	1332 OAK RIDGE DR	\$1,782.86	FELIZ/JAMES//	1332 OAK RIDGE DR	COLFAX	CA	95713	100250043000
OAKR-001334-0000-00	0000169372	0	1334 OAK RIDGE DR	\$1,843.38	SHOBERG/KERRY//	1334 OAK RIDGE DR	COLFAX	CA	95713	100250044000
OAKR-001335-0000-00	0000158244	0	1335 OAK RIDGE DR	\$2,748.38	RATTO/PATRICK//	1335 OAK RIDGE DR.	COLFAX	CA	95713	100250040000
OAKR-001390-0000-02	0000000000	0	1390 OAK RIDGE DR	\$772.54	MULLER/KRISTY//	410 N. SCOTTSDALE RD. #1600	TEMPE	AZ	85281	100250067000
OAKW-000041-0000-00	0000172048	0	41 W OAK ST	\$1,208.62	MOUSA/BADIR//	21744 WOODROSE PL	SALINAS	CA	93908	006091036000
OAKW-000211-0000-00	0000158065	0	211 W OAK ST	\$1,843.38	GONZALES/JIMMY & TIFFANY//	PO BOX 627	COLFAX	CA	95713	006080032000
PINE-000212-0000-00	0000158052	0	212 PINE CT	\$1,843.38	ROSALLES/MARCELLA//	P.O. BOX 1622	COLFAX	CA	95713	006112044000
PINE-000215-0001-00	0000158051	0	215 PINE CT	\$1,856.08	JAMES/JEFFREY & JOELLA//	P.O. BOX 1177	COLFAX	CA	95713	006112007000
PINS-000155-0000-00	0000158055	0	155 PINE ST	\$3,318.12	SMITH/VICKI//	P.O. BOX 605	COLFAX	CA	95713	006112063000
PLEA-000150-0000-00	0000158127	0	150 PLEASANT ST	\$1,843.38	MARKL TRUST/HELEN//	P.O. BOX 6012	AUBURN	CA	95604	006030006000
POUN-000055-0000-02	0000158115	0	55 POUNDS CT	\$1,843.38	MUSQUIZA/CARLOS//	55 POUNDS CT.	COLFAX	CA	95713-	006041006000
RISS-000230-0000-00	0000171773	0	230 RISING SUN RD	\$1,843.38	HOLDERFIELD/KELLEY//	PO BOX 1989	COLFAX	CA	95713	006080042000
ROSE-000333-0000-00	0000157959	0	333 ROSE AVE	\$2,246.11	DESOTO/CHARLES//	PO BOX 376	COLFAX	CA	95713	006122002000
SHAD-000102-0000-00	0000172873	0	102 SHADOW WOOD PL	\$1,209.37	EDWARDS/KENNETH//	PO BOX 1175	COLFAX	CA	95713	006150020000
SHAD-000111-0000-00	0000172875	0	111 SHADOW WOOD PL	\$705.17	GREEN/RUTH//	PO BOX 742	COLFAX	CA	95713	006150006000
SHAD-000113-0000-00	0000172863	0	113 SHADOW WOOD PL	\$985.84	JONES/RONNIE//	PO BOX 1568	COLFAX	CA	95713	006150007000
SHOL-000147-0000-00	0000171155	0	147 SCHOLTZ AVE	\$1,208.62	MOUSA/BADIR//	21744 WOODROSE PL	SALINAS	CA	93908	006112069000
SHOL-000444-0000-00	0000158009	0	444 SCHOLTZ AVE	\$1,843.38	PRICE/WAYNE//	PO BOX 358	COLFAX	CA	95713	100130050000
SHOL-000448-0000-00	0000158008	0	448 SCHOLTZ AVE	\$1,209.37	ALISAL QUALITY RESTAURANT INC	1200 W YOSEMITE AVE	MANTECA	CA	95337	100130052000
TREA-000151-0000-02	0000000000	0	151 TREASURTON ST	\$1,843.38	MARK/LISA//	151 TREASURTON ST.	COLFAX	CA	95713	100260013000
TREA-000170-0000-02	0000158202	0	170 TREASURTON ST	\$2,473.11	BROWN/TRACY//	170 TREASURTON ST	COLFAX	CA	95713	100260006000
TREA-000203-0000-00	0000170338	0	203 TREASURTON ST	\$1,843.38	KLOSSNER/BRADLEY & KATIE//	203 TREASURTON ST	COLFAX	CA	95713	100260036000
VIST-000222-0002-00	0000158367	0	222 VISTA AVE	\$1,843.38	BOWEN/BRENT & LAUREN//	222 VISTA AVE	COLFAX	CA	95713	006045004000
WALN-000044-0000-00	0000158037	0	44 WALNUT ST	\$1,843.38	MCSHANE/BETH//	PO BOX 1106	COLFAX	CA	95713	006133005000
WIND-000111-0000-00	0000158220	0	111 WINDER RD	\$2,156.88	NEUFELD/MARLIN//	11550 EDUCATION ST #313	AUBURN	CA	95602-2466	100260023000

\$97,192.67

041567510	006-061-014-000	44 BROWNS LN	HUNT, SHERYL	COLFAX , CA 95713	6/30/2022	\$324.07
041572361	100-260-049-000	106 MINK CREEK DR	STUDEBAKER, STEPHEN	COLFAX , CA 95713	6/30/2022	\$347.43
041571959	006-010-046-000	108 OAK HILL DR	SCHWARTZ, KRIS	COLFAX , CA 95713	6/30/2022	\$423.33
042126126	101-210-034-000	1115 SIERRA OAKS DR	CATANZARO, JAMES	COLFAX , CA 95713	6/30/2022	\$548.57

City of Colfax

City Council

Resolution № __-2022

REQUESTING COLLECTION OF SEWER SERVICE CHARGES ON THE PLACER COUNTY TAX ROLL FOR TAX YEAR 2022-2023

WHEREAS, Colfax Municipal Code Title 13, Chapter 13.08, Article VI authorizes the City of Colfax (the “City”) to collect delinquent sewer services charges which have accrued on the secured and unsecured tax roll in the same manner and at the same time as general property taxes; and,

WHEREAS, a written report attached as Exhibit A to this Resolution (the “Report”) containing a description of each parcel of real property receiving sewer services and the amount of delinquent charges for each parcel has been prepared and filed with the City Clerk in accordance with Colfax Municipal Code §13.08.320; and,

WHEREAS, notice of the filing of the Report and notice of the time and place of the hearing thereon by the City Council has been duly given and published as required by Colfax Municipal Code §13.08.330; and,

WHEREAS, at the June 22, 2022 hearing the City Council heard and considered all objections and protests to the Report and determined that protests were not made by the owners of a majority of the separate parcels of property described in the Report; and,

WHEREAS, at the conclusion of the hearing, after incorporating all revisions to the Report that the Council deemed necessary and after addressing or overruling all objections to the Report the Council found and determined that each charge as described in the Report is due, owing and unpaid; and,

WHEREAS, the County has required as a condition of the collection of said charges that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

1. The foregoing recitals are true and correct statements of fact and are hereby incorporated into this Resolution.
2. The Report attached as Exhibit A hereto is adopted and said adoption is final. The City Clerk is hereby directed to file with the Placer County Auditor-Controller a copy of this Resolution and the Report.
3. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, listed on the Report attached as Exhibit A attached hereto.

4. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

5. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of the City.

6. In consideration for the County's collection of the charge through the County's property tax roll, the City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any of the City's said taxes, assessments, fees and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

7. The City agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to the City by the County from any person concerning the City's taxes, assessments, fees and/or charges, and that the City will not refer such persons to the County officers and employees for response.

8. The City agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd day of June 2022 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk

City of Colfax

City Council

Resolution № __-2022

**CONFIRMING THE REPORT OF DELINQUENT REFUSE COLLECTION
ACCOUNTS AND PLACING LIENS ON SAID PROPERTIES AND SPECIAL
ASSESSMENTS UPON PROPERTY TAXES PURSUANT TO CITY OF COLFAX
MUNICIPAL CODE SECTION 8.20.130**

WHEREAS, pursuant to Colfax Municipal Code Title 8, Chapter 8.20, subscription to, and payment for, Refuse Collection Service for all occupied properties in the City of Colfax is mandatory; and,

WHEREAS, pursuant to the provisions of the Colfax Municipal Code, each owner of property for which there is a delinquency in payment for refuse collection services has been notified in writing of their obligation to subscribe to waste collection services and make payment for that service; and,

WHEREAS, said property owners have been notified in writing of the commencement of lien proceedings; and,

WHEREAS, Refuse Collection Service has been provided by Recology Auburn Placer to all properties described in the report attached hereto as Exhibit “A” and each of said properties remains delinquent in the payment for waste collection services in the amounts reflected in Exhibit A; and,

WHEREAS, said property owners have failed to make payments for sixty days or more for waste collection services as required; and,

WHEREAS, the City and Recology Auburn Placer have incurred collection and delinquency costs on the above described delinquent properties; and,

WHEREAS, City staff has established an administrative charge of \$40 per parcel for processing the delinquent accounts and recording the assessment lien; and,

WHEREAS, the City has, on June 22, 2022, held a duly noticed public hearing and afforded each delinquent property owner identified on Exhibit A to this Resolution the right to object to and protest the assessment lien for delinquent collection charges and administrative fees; and,

WHEREAS, the City Council has reviewed, considered, revised and corrected the delinquent accounts report as it deems just.

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

1. The City Council hereby confirms the report of delinquent accounts attached as Exhibit A hereto and made a part hereof and hereby places a lien and levies a special assessment against said properties in the amounts described.
2. The City Clerk is hereby authorized to record a certified copy of the confirmed report with the Placer County Recorder. Exhibit A may be amended to delete or reduce any enumerated refuse collection service charges and administrative costs paid before the special assessments authorized by this Resolution are forwarded to the Placer County Recorder.
3. The City Clerk is hereby directed to deliver a copy of this Resolution to the Placer County Auditor-Controller who is authorized to cause the above amounts to be collected in the manner provided by law for the collection of ad valorem taxes and special assessments.
4. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges listed on Exhibit A attached hereto.
5. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).
6. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of the City.
7. In consideration for the County's collection of the charges through the County's property tax roll, the City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any of the City's said taxes, assessments, fees and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.
8. The City agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to the City by the County from any person concerning the City's taxes, assessments, fees and/or charges, and that the City will not refer such persons to the County officers and employees for response.
9. The City agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd day of June 2022 by the following vote of the Council:

AYES:

NOES:

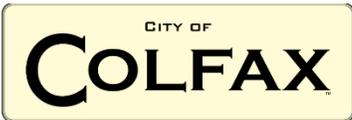
ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE JUNE 22, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Shanna Stahl, Administrative Analyst
Subject: . Information Technology Services - Vision Quest Information Solutions, Inc

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$204,500	Fund(s): 100, 572, 250, 560 & 561
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions, Inc. for a five-year term.

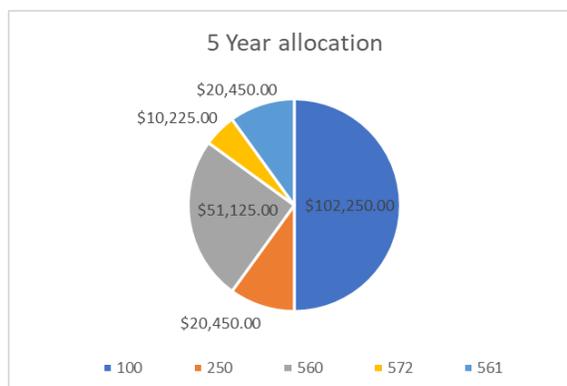
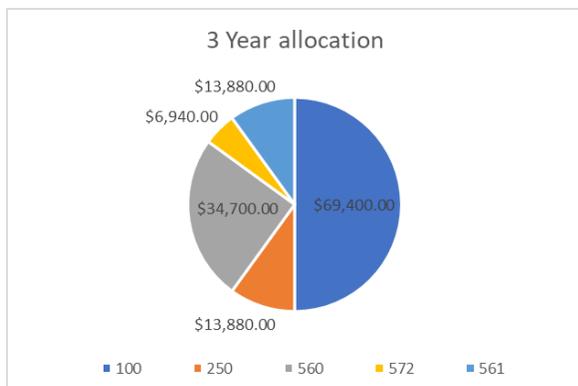
Summary/Background

The City has utilized Vision Quest Information Solution Inc. for information technology (IT) services since July 2017. Vision Quest has continued to deliver commendable IT services to staff and assists with new hardware decisions. Vision Quest has ensured that the City’s website maintains compliance with all website accessibility requirements and has trained city staff on minor update needs. In addition, they will be able to provide the 24/7 Security Operations Center coverage required by our cyber insurance provider. The added cyber security has become a vital part of the IT functions given the recent increase in cybercrime in the region. The City of Lincoln experienced two ransomware attacks in the recent past, which the City was forced to deal with the perpetrator demands.

Staff solicited bids from Mid-Valley IT and J4 systems as well; however, their services included additional fees for on-site visits making it difficult to predict the true cost of services. Vision Quest is offering a significant reduction in monthly cost for an extended contract. Staff believes it is in the City’s best interest to continue with Vision Quest Information Solutions, Inc. for an extended five-year term. Vision Quest’s “Gold Plan” will provide unlimited service on an as-needed basis and an added layer of cyber security to thwart any malware, spamware or firmware attempts by outside organizations that could jeopardize the City’s information and finances for a flat rate of \$3,375 a month with a \$2,000 one-time onboarding fee.

FISCAL IMPACT:

The total five-year contract amount is \$204,500 to be funded by funds 100, 572, 250, 560 & 561.



Attachments

1. Resolution __-2022

2. Vision Quest Professional Services Contract
3. Vision Quest 5-year proposal
4. Vision Quest 3-year proposal

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VISION QUEST INFORMATION SOLUTIONS, INC FOR A FIVE-YEAR TERM

WHEREAS, The City has utilized Vision Quest Information Solution Inc. for information technology (IT) services since July 2017; and,

WHEREAS, Vision Quest has continued to deliver commendable IT services to staff and assists with new hardware decisions; and,

WHEREAS, Vision Quest will be able to provide the 24/7 Security Operations Center coverage required by our cyber insurance provider.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Vision Quest Information Solutions, Inc. for Information Technology Services in an amount not to exceed \$204,500 for a five-year term.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd of June 2022 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **23rd day of June ,2022** by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and **Vision Quest** ("Consultant").

RECITALS

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for five (5) years commencing the day following the elected body approval.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed \$5000. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.

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

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Vision Quest
 1137 Smith Ln.
 Roseville, CA 95661

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A.

Proposal:

Managed Services including Cyber Security Quote Gold Plan

Created for:

City Of Colfax
on

Tuesday, May 24, 2022

Prepared by: Paul Deniz

Request

- **GOLD Contract proposal 5 year agreement**

Details/Features:

- Preventative Maintenance
- Security Patching
- Line of business Software Patching
- 24/7 Monitoring
- **Microsoft 365 w/ SharePoint and One Drive Subscription**
- **Microsoft Office Apps**
- **MFA Integration to Duo or Other Cloud MFA provider**
- **Microsoft 365 Backups (Cloud to Cloud)**
- **EDR End Point security w/ AI technology**
- **Dark Web Monitoring**
- **24/7 Security Operations Center**
- **SIEM 6 months retention**
- **ANTI – Phishing/Spam Solution**
- **Security and Awareness training for all covered employees**
- **Security and awareness testing**
- **Drive Encryption**
- **Cyber Liability Insurance Auditing**
- **Quarterly Reviews of technology and security**
- **Unlimited Remote support**
- **Unlimited Onsite Support as needed**
- **Replacement of All Firewalls at all locations**
- **URL Filters, IPS, Malware protection at the firewall included under the contract**
- **Replace any outdated Networking equipment Hardware and labor included in the contract.**

Monthly Total including 15 Devices: \$3375

One Time onboarding Fee: \$2000

Proposal:

Managed Services including Cyber Security Quote Gold Plan

Created for:

City Of Colfax
on

Tuesday, May 24, 2022

Prepared by: Paul Deniz

Request

- **GOLD Contract proposal 3 year agreement**

Details/Features:

- Preventative Maintenance
- Security Patching
- Line of business Software Patching
- 24/7 Monitoring
- **Microsoft 365 w/ SharePoint and One Drive Subscription**
- **Microsoft Office Apps**
- **MFA Integration to Duo or Other Cloud MFA provider**
- **Microsoft 365 Backups (Cloud to Cloud)**
- **EDR End Point security w/ AI technology**
- **Dark Web Monitoring**
- **24/7 Security Operations Center**
- **SIEM 6 months retention**
- **ANTI – Phishing/Spam Solution**
- **Security and Awareness training for all covered employees**
- **Security and awareness testing**
- **Drive Encryption**
- **Cyber Liability Insurance Auditing**
- **Quarterly Reviews of technology and security**
- **Unlimited Remote support**
- **Unlimited Onsite Support as needed**
- **Replacement of All Firewalls at all locations**
- **URL Filters, IPS, Malware protection at the firewall included under the contract**
- **Replace any outdated Networking equipment Hardware and labor included in the contract.**

Monthly Total including 15 Devices: \$3800

One Time onboarding Fee: \$2000



CYBERSECURITY RISK REVIEW

PREPARED FOR:

CITY OF COLFAX

6/22/2022

Vision Quest Information Solutions Inc.

CURRENT SETUP



12 COMPUTERS



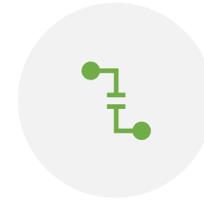
2 SERVERS



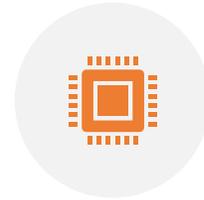
2 SITE/LOCATION



**MICROSOFT
WINDOWS OS**



**CISCO ASA
FIREWALL**



DR SOLUTION

THINK THESE ATTACKS DON'T REALLY HAPPEN? THINK AGAIN...

CRIME - SACTO 911



Sacramento County phishing scam data breach exposed health and personal information

BY VINCENT MOLESKI

UPDATED JANUARY 22, 2022 1:34 PM



LOCAL NEWS

Sacramento County: Hundreds of personal records exposed in data breach

by Jose Fabian
 Posted: Jan 21, 2022 / 05:26 PM PST
 Updated: Jan 21, 2022 / 05:26 PM PST

SHARE

SACRAMENTO, Calif. (KTXL) — Hundreds of records containing personal information of Sacramento County residents were exposed in a phishing attack last year, the county said.

Sacramento County said 2,096 protected health information and 816 personal identifiable records were exposed during a cyber attack on June 22, 2021. The extent of the breach was not known until Nov. 17 when a security audit was completed.

CRIME

Ransomware attack in Lincoln county for 2nd time

"It just shows us that we need to be careful and that we need to be sure our systems are secure as possible," said Governor Roy Cooper.

Organization Name	Date(s) of Breach	Reported Date
Tangible Solutions, Inc.	10/24/2021	03/31/2022
IRA Financial Trust	02/02/2022	03/30/2022
Fiondella, Milone & LaSaracina LLP, on behalf of relevant Data Owner(s)	09/09/2021	03/29/2022
Super Care, Inc. dba SuperCare Health	07/23/2021	03/25/2022
Horizon Actuarial Services, LLC	11/10/2021	03/25/2022
Medsurant Holdings, LLC	09/23/2021, 09/30/2021	03/25/2022
North Orange County Community College District	12/07/2021, 01/10/2022	03/25/2022
Marten Transport, Ltd.	09/30/2021, 10/04/2021	03/25/2022
Shutterfly, LLC	12/03/2021	03/23/2022
Leerburg Enterprises, Inc.	09/08/2020, 11/24/2021	03/23/2022
Charles Schwab & Co., Inc.	05/18/2021, 12/16/2021	03/23/2022
Horizon Actuarial Services, LLC	11/10/2021	03/22/2022
Alacrity Solutions Group, LLC	03/01/2021, 03/03/2021	03/22/2022
Major League Baseball Players Benefit Plan	11/12/2021	03/22/2022
Citadel Servicing Corporation dba Acra Lending	03/31/2021, 08/24/2021	03/22/2022
Morley Companies, Inc.	07/20/2021	03/21/2022
First Financial Merchant Services, LLC d/b/a Payscape	05/01/2019	03/18/2022
Lakeview Loan Servicing, LLC	10/27/2021, 12/07/2021	03/18/2022

HBCU LINCOLN COLLEGE CLOSING DUE TO CYBERATTACK, COVID-19-INDUCED BURDENS



Most of Sierra College systems back online after ransomware attack

Sierra College said that most of their systems have been restored and people can now register for the summer and fall semesters.

- 11. Does your company use anti-virus software and firewall protection on all desktops, portable devices and mission critical servers, and is it updated in accordance with the software provider's recommendations?..... Yes No
- 12. Do you enforce a software update process that includes monitoring of vendors or automatically receiving notices from them for availability of security patches, upgrades, testing and installing critical security patches?..... Yes No
If "Yes", how frequently is this done? Weekly Within 30 days More than 30 days
- 13. Do you enforce a security policy that must be followed by all employees, contractors, or any other person with access to patient information?..... Yes No
- 14. Is all sensitive and confidential information stored on your organization's databases, servers and data file encrypted?..... Yes No
- 15. If encryption is not in place for databases, servers and data files, are the following compensating controls in place?..... Yes No
 - a) Segregation of servers that store confidential information..... Yes No
 - b) Access control with role-based assignments:..... Yes No
- 16. Does your organization store personal information on portable devices, including laptops, PDA's, back-up tapes, USB thumb drives and external hard drives?..... Yes No
If "Yes", is such data encrypted to industry standards?..... Yes No
- 17. Does your security and privacy policy include mandatory training for all employees?..... Yes No
- 18. Do you process, store, or handle credit card transactions?..... Yes No
If, "Yes", are you PCI-DSS Compliant?..... Yes No
- 19. Does the Applicant utilize a cloud provider to store data?..... Yes No

MARCH 2021

3 PAGE APPLICATION FOR CYBER INSURANCE

CYBER INSURANCE APPLICATIONS ARE SETTING THE STAGE FOR GROSS NEGLIGENCE AND FAILURE TO MAINTAIN

9. PHISHING CONTROLS
 a. Do any of the following employees at your company complete social engineering training: Yes No

8. BACKUP AND RECOVERY POLICIES
 If the answer to the question in this section is "No", please provide additional details in the "Additional Comments" section. Yes No

7. INTERNAL SECURITY CONTROLS
 If the answer to any question in this section is "No", please provide additional details in the "Additional Comments" section. Yes No

6. EMAIL SECURITY CONTROLS
 If the answer to any question in this section is "No", please provide additional details in the "Additional Comments" section. Yes No

5. IT DEPARTMENT
 This section must be completed by the individual responsible for the Applicant's network security. As used in this section only, "you" refers to the individual responsible for the Applicant's network security.

a. Who is responsible for the Applicant's network security?
 Name: _____
 Title: _____

Phone: _____ Email address: _____

IT Security Designation(s): _____

b. The Applicant's network security is: Outsourced Managed internally/in-house

c. How many IT personnel are on your team? _____

d. How many dedicated IT security personnel are on your team? _____

CBO-NBeMD (3.2021)

Page 1 of 5

SEPTEMBER 2021
11 PAGE APPLICATION
FOR SAME CARRIER

Print/Type Name: _____

Signature: _____

access to known malicious websites? Yes No

If "Yes", please provide the name of your DNS provider: _____

q. Do you use endpoint application isolation and containment technology on all endpoints? Yes No

If "Yes", please select your provider: _____

If "Other", please provide the name of your provider: _____

r. Can users run Microsoft Office Macro enabled documents on their system by default? Yes No

s. Do you implement PowerShell best practices as outlined in the [Environment Recommendations by Microsoft?](#) Yes No

t. Do you utilize a Security Information and Event Management (SIEM) system? Yes No

u. Do you utilize a Security Operations Center (SOC)? Yes No

allowing: Yes No

transfers? Yes No

ins/requests from a new vendor, former using only the telephone Yes No

CAN'T YOU SIMPLY FILE A CLAIM?

NEW APPLICATIONS MANAGE THE INSURER'S RISK

FALSIFIED APPLICATIONS LEAD TO REJECTED CLAIMS

FAILURE TO MAINTAIN: Often referred to as the negligence or "failure to follow" exclusion, some carriers contain within their policy language, a specific exclusion which precludes coverage for claims arising from the insured's failure to maintain minimum/adequate security standards. And they have attracted as much contention as they have confusion – which is a large reason why many carriers have since removed such language. While it may not trigger any specific concern for the average broker or buyer (appearing as a form of a warranty statement) it serves as a dangerous blanket-type exclusion. Here is a small sampling of the language used in such exclusions:

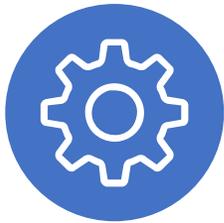
"Failure to ensure that the computer system is reasonable protected by security practices and systems maintenance procedures that are equal or greater to those disclosed in the proposal"

"Failure to continuously implement the procedures and risk controls identified in the insured's application"

<https://www.gbainsurance.com/avoiding-cyber-claim-denials>

WILL YOUR INSURANCE PROTECT YOU?

WHAT DID WE FIND REGARDING YOUR BUSINESS AND YOUR TEAM?



NETWORK



DATA



APPLICATIONS



DARK WEB



TEAM

WHAT WE FOUND REGARDING THE DARK WEB / PHISHING RESULTS

gabe.armstrong@colfax-ca.gov	COMB - Compilation of Many Breaches, Part 1818 (11)	2021-03-21	40	QDQ320074
travis.berry@colfax-ca.gov	Adobe Hack	2013-11-11	100	Uncracked PW:Vr+TMBpSLuk=
travis.berry@colfax-ca.gov	Unidentified credentials leak	2020-03-01	30	Colfax123
travis.berry@colfax-ca.gov	Unidentified credentials leak	2020-03-06	30	Colfax123
travis.berry@colfax-ca.gov	cit0day_premium - zoomaru5.com	2020-11-20	40	Colfax123

HOW COMPROMISED ARE YOU, CURRENTLY?



NETWORK



DATA



APPLICATIONS



DARK WEB

ADVANCED CYBER PROTECTIONS

- ✓ 24 x 7 Security Information and Event Monitoring
- ✓ 24 x 7 US-based Security Operations Center
- ✓ 24 x 7 Security Expert Team On Standby
- ✓ Advanced Cyber Threat Hunting
- ✓ AI-enabled End User Endpoint Protection
- ✓ Machine-learning algorithms examining end user behavior, flagging irregular activity
- ✓ Dark-web Monitoring & Scanning
- ✓ Monthly technology “cyber-sweeps”
- ✓ Quarterly Executive Risk Review



BUSINESS SECURITY POLICIES

- ✓ Ongoing administration and management of all cyber tools / services
- ✓ Breach Incident Response Plan
- ✓ Bring Your Own Device Policies
- ✓ Data Loss Policies
- ✓ Data Retention Policies
- ✓ Cloud Application Acceptable Use
- ✓ Password Policies
- ✓ General Security Policies & Procedures
 - And more.....

CYBER THREAT FOCUSED NETWORK ADMINISTRATION

- ✓ Advanced Firewall with threat management
- ✓ 24 x 7 Security Operations Center
- ✓ 24 x 7 x 365 Network Monitoring
- ✓ Security rules based network control (behavior)
- ✓ Network Monitoring and Crucial Services Alerting
 - Comprehensive Patch Management
 - Comprehensive Disk Clean Ups
 - Comprehensive Restart of Services
 - Comprehensive Ticket Generation and Escalation
 - Support For Network Devices
 - Routine Network Maintenance



DATA MANAGEMENT

- ✓ True Business Continuity Planning
- ✓ Backup Verification and Reporting
- ✓ Periodic testing of the restore process
- High value data encryption (at rest)
- Backups Performed Automatically
- Data Secure in Multiple Places
- Automatic Nightly Offsite Transfer
- 24 x 7 Monitoring for Backup Failures
- Complete Disaster Recovery Planning



data
backup

END USER MANAGEMENT

- ✓ Role-based access policies and procedures
- ✓ High security password management and multi-factor authentication
- ✓ Email filtering, encryption, archiving
- ✓ Data access management and tracking
 - Laptop, desktop, and supported device data encryption
- ✓ End User security training
 - Suggested systems, network, application and data access polices, integrated with employee handbook



ADDITIONAL SECURITY MEASURES

- Advanced Endpoint Security for desktops and laptops
- ✓ Intrusion Prevention
- Ongoing Security Scanning With Real Time Alerts
- ✓ Secure Remote Office Connectivity
- ✓ Dark-web Monitoring & Scanning
- ✓ 24 x 7 Security Operations Center



PROACTIVE CARE

We've Got YOU Covered!

- Support Your Entire Organization
- Comprehensive Trouble-Ticketing System
- 7 x 5 Help Desk Support
- Unlimited Remote Support
- Complete Network Administration



KEY VENDOR MANAGEMENT

- **We manage your key vendor relationships**
 - Internet Service Provider
 - Line of Business Application Software



WE MEAN ALL INCLUSIVE.

- ✓ C-Level Consultation (CIO, CTO & CISO)
- ✓ Complete Cross-training of our technical staff for support & escalation
- ✓ Proof of Concept Lab Testing
- ✓ Quarterly Cyber Security Risk Reviews
 - Detailed Network Documentation
 - IT Hardware Inventory & Software License Key Management



Proactive CYBER RISK MANAGEMENT AND COMPREHENSIVE BUSINESS AND END USER IT SUPPORT

BACKUPS

Backups Performed Automatically
Data is Secure in Multiple Places
Backup Verification and Reporting
24 x 7 Monitoring for Backup Failure

CYBERSECURITY

SOC, SIEM, Endpoint Encryption
Multifactor Authentication
Security Policies
Centralized User Management

STAFF EDUCATION

Security Awareness Training
Staff Testing and Education
Test Phishing & Training

C-LEVEL CONSULTING

Planning, Management and Forecasting
Technology Consulting
Virtual CIO, CTO and CISO Services



HELP DESK SUPPORT

Remote Assistance
Onsite Services As Needed
Replacement Parts
7 x 5 Help Desk

MONITORING

Patch and AV Updates
Routine Network Maintenance
SPAM Control
Email Archiving & Email Continuity
Critical Monitoring 24 x 7 x 365

VENDOR MGMT

Manage Technology Relationships
Single Point-Of-Contact for Vendor Issues

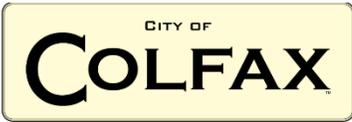
BUSINESS REVIEWS

Quarterly Cybersecurity Risk Reviews
Monthly Reporting
Strategy Discussions



MANAGE YOUR RISK

- \$3375 per month (60 month agreement)
- \$2000 Onboarding Implementation Fee
- Pricing is based on existing network infrastructure and Desktop Count/Server



Staff Report to City Council

FOR THE JUNE 22, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Appointment of Interim Mayor Pro Tem

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and consider appointing a member of the Council to serve as interim Mayor Pro Tem during Mayor Pro Tem Mendoza’s leave of absence.

Summary/Background

This agenda item assumes that Mayor Pro Tem Mendoza will be on an approved medical leave of absence for three months beginning June 22, 2022. If she is, her position as Mayor Pro Tem should be filled on an interim basis until she resumes performance of her official duties.

The offices of Mayor and Mayor Pro Tem are typically filled annually. Council, by majority vote, has the authority to appoint a replacement of the Mayor Pro Tem on a permanent or interim basis. Mayor Pro Tem Mendoza’s absence effectively leaves that office vacant for the duration of her leave. Staff recommends that the Council discuss and consider appointing one of its members to serve on an interim basis beginning June 22, 2022 and ending when Mayor Pro Tem Mendoza resumes her official duties. The selection of which member of the Council should serve in that role is within Council’s sole discretion.

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

Fiscal Impacts

None

Attachments:

None