

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

July 13, 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/89887974936>

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

898 8797 4936

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

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

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

2 **OPEN SESSION**

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

2B. **Report from Closed Session**

2C. **Pledge of Allegiance**

2D. **Roll Call**

2E. **Approval of Agenda Order**

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

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



3 CONSENT CALENDAR

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

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. Minutes** (Pages 9-11)
Recommendation: By Motion, approve the Colfax City Council minutes of 6/22/2022.
- 3C. December 2021 Storms – California Disaster Assistance Act (CDAA) Funding** (Pages 12-20)
Recommendation: Adopt Resolution __-2022 approving the designation of the City Manager as an authorized agent to execute and request disaster/grant funding.
- 3D. Sheriff Contract Amendment #7** (Pages 21-25)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to enter into a contract extension with the Placer County Sheriff-Coroner-Marshall's Office for Fiscal Year 2022/2023.
- 3E. On-Call Professional Services Agreement – Simpson and Simpson Inc.** (Pages 26-38)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to enter into an On-Call Professional Services Agreement with Simpson and Simpson Inc. for one year, starting FY 2022-23, with the option to renew for a second year for a total not to exceed amount of \$200,000.

*** End of Consent Calendar ***

4 AGENCY REPORTS

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

5 PRESENTATION

- 5A. Presentation by Joel Buettner, District General Manager at Placer Mosquito and Vector Control District** (Pages 39-50)
2022 Annual Mosquito and Vector Update.



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. **Ordinance Amending Colfax Municipal Code Section 17.112.180 I 4 Regulating Time Limits for Posting Election Campaign Signs** (Pages 51-55)

Recommendation: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for July 27, 2022, to be effective 30 days after adoption.

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. **Parking on Narrow Streets** (Pages 56-57)

Recommendation: Discuss the need for and feasibility of an ordinance that will allow the City Engineer to propose restricted or prohibited parking on narrow residential streets, with prior Council approval, and provide direction to staff.



10 **GOOD OF THE ORDER**

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

11 **ADJOURNMENT**

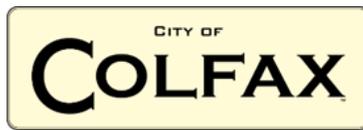
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Marguerite Bailey

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 JULY 13, 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, having reconsidered the circumstances of the state of emergency, 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 13th of July, 2022, by the following vote of the Council:

AYES:

NOES:

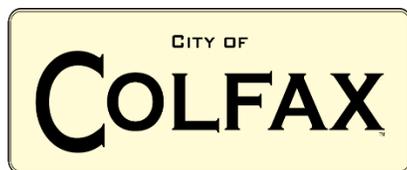
ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey City Clerk



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, June 22, 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**
 - 2D. **Roll Call**
Present: Councilmember Lomen, Councilmember Ackerman, Councilmember Fatula, Mayor Pro Tem Mendoza, and Mayor Burruss.
 - 2E. **Approval of the Agenda Order**
By motion, accept the agenda as presented with the exception of Items 3F and 9B which were pulled from the agenda.
MOTION made by Councilmember Lomen and seconded by Councilmember Ackerman, and unanimously approved.
- 3 **CONSENT CALENDAR**
 - 3A. **Authorize remote teleconference meetings pursuant to Government Code Section 54953(e)[AB 361]**
Recommendation: Adopt Resolution 24-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].
 - 3B. **Cash Summary – May 2022**
Recommendation: Accept and File.
 - 3C. **Minutes**
Recommendation: By Motion, approve the Colfax City Council minutes of 6/8/2022.
 - 3D. **Quarterly Sales Tax Analysis – Quarter Ended March 31, 2022**
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**
Recommendation: Adopt Resolution 23-2022 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.
 - 3F. ~~**Medical Leave of Absence for Mayor Pro Tem Mendoza**~~
~~**Recommendation:** Adopt Resolution ___-2022 approving a medical leave of absence for Mayor Pro Tem Mendoza.~~
 - 3G. **Fiscal year 2022-2023 Rate Adjustments**
Recommendation: Information Only.
End of Consent Calendar

By **MOTION**, approve the consent calendar with the exception of Item 3A.

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

Councilmember Fatula requested Item 3A to be pulled for discussion and inquired about changing the language of the Resolution in Item 3A. City Attorney, Alfred “Mick” Cabral stated there was limited flexibility in wording.

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

MOTION made by Mayor Pro Tem Mendoza and seconded by Councilmember Ackerman, and approved by the following vote:

AYES: Lomen, Ackerman, Mendoza, Burruss

NOES: Fatula

ABSTAIN:

ABSENT:

4 **AGENCY REPORTS**

- 4A. **Placer County Sheriff Office** – Sgt Kevin Griffiths spoke about special operations, training events, and water safety.
- 4B. **CHP** – Public Information Officer Chris Nave spoke about collision/traffic safety with the upcoming 4th of July holiday.
- 4C. **Placer County Fire/CALFIRE** – Fire Chief Brian Estes provided an update on apparatus status in the City and the region. He announced an illegal fireworks campaign and produced an annual report from the Grass Valley Emergency Command Center.
- 4D. **Non-Profits** – Tim Ryan with the Chamber of Commerce spoke about events the Chamber was promoting, visiting the Heritage Museum and the caboose and the Dunk Tank on the 3rd of July. Justin Farwell, Board Member with the Sierra Vista Community Center provided an update on recent events and requested the community’s input for new programs. Green Machine President, Andrea Harrison provided an update and schedule of events for the upcoming 3rd of July event.

5 **PRESENTATION (No Presentation)**

6 **PUBLIC HEARING**

- 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**

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

Recommendation: Conduct a public hearing to consider public and staff comments and adopt separate Resolutions 25-2022 and 26-2022 requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2022-2023. Finance Director, Laurie Van Groningen presented the item. No public testimony was taken.

By **MOTION**, approve the Item 6A.

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

7 **PUBLIC COMMENT**

Public comment received by Tim Dion requesting clarification of the Cannabis Ordinance.

8 **COUNCIL AND STAFF**

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Fatula stated he would be designing a smaller prototype for chicken coops relating to the Poultry Ordinance. Mayor Pro Tem Mendoza stated that she was impressed by the consolidated Public Safety Training that she attended. Mayor Burruss conveyed that the Placer County Transportation Planning Agency (PCTPA) was looking for a new Executive Director to replace the retirement of Mike Luken. She stated that the Sacramento Area Council of Governments (SACOG) was working on language for a tax measure that would regulate carbon emission standards.
- 8B. **City Operations Update – City Manager** – City Manager, Wes Heathcock said that the City was preparing for the next steps in the Downtown Sustainable Grant Project and had narrowed down the design prospects to 2 groups. He asked the Public Works Director, Martin Jones to provide an update on the clearing of the defensible space areas that were of concern during the last Council meeting.

9 **COUNCIL BUSINESS**

- 9A. **Information Technology Services – Vision Quest Information Solutions, Inc**
Recommendation: Adopt Resolution 27-2022 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions, Inc. for a five-year term. Mayor Burruss provided explanation that there was a typographical error with the word “five” on the agenda. Paul Deniz with Vision Quest gave a presentation and Council discussed Information Technology services that would be provided and the costs.
By **MOTION**, approve Item 9A.
MOTION made by Councilmember Lomen and seconded by Mayor Pro Tem Mendoza, and approved by the following vote:
AYES: Lomen, Ackerman, Mendoza, Burruss
NOES: Fatula
ABSTAIN:
ABSENT:
- 9B. ~~**Appointment of Interim Mayor Pro Tem**~~
~~**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.~~

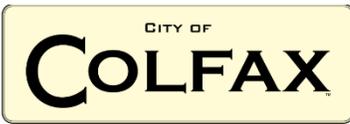
10 **GOOD OF THE ORDER** – (Nothing for Good of the Order)

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:28 pm. Respectfully submitted to City Council this 13th day of July, 2022.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE JULY 13, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
 Marguerite Bailey, City Clerk
Subject: December 2021 Storms – California Disaster Assistance Act (CDAA) Funding

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2022 approving the designation of the City Manager as an authorized agent to execute and request disaster/grant funding.

Summary/Background

On December 30, 2021, a Governor’s Proclamation was issued to secure funding to help multiple counties including Placer, to respond to and recover from the catastrophic December 2021 Storms. The City of Colfax is eligible for disaster assistance from the CDAA (California Disaster Assistance Act). The incident period is December 10, 2021 through January 1, 2022.

CDAA application packets must be received no later than August 1,2022. Cities are one of the local government entities that are eligible for assistance. Available assistance is provided through the Public Assistance Program. The State shares 75 percent of the eligible costs. The types of work eligible are:

EMERGENCY WORK

- Debris Removal **(Category A)**
- Emergency Response and Protective Measures **(Category B)**

PERMANENT WORK

- Roads and Bridges **(Category C)**
- Water Control Facilities **(Category D)**
- Buildings and Equipment **(Category E)**
- Utilities **(Category F)**
- Parks, Recreational Facilities, Other Items **(Category G)**

Note: Force Account Labor Permanent Work - Regular and overtime is eligible.

Note: Force Account Labor Emergency Work - Only overtime is eligible.

The December 2021 Storms Incident (CDAA-2022-03) makes available CDAA funding for eligible costs. The attached designation resolution authorization is required for the City of Colfax to solicit winter storm impacts reimbursement that occurred during the specified time period.

Fiscal Impacts

None

Attachments:

1. Resolution __-2022 State of California Governor's Office of Emergency Services Cal OES ID No: ____ Cal OES 130
2. CalOES Form 126
3. CalOES Fact Sheet

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR
NON-STATE AGENCIES**

BE IT RESOLVED BY THE _____ OF THE _____
(Governing Body) (Name of Applicant)

THAT _____, OR
(Title of Authorized Agent)

_____, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the _____,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the _____, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this ___ day of _____, 20 ____

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)

_____, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the _____
(Governing Body)

of the _____ on the _____ day of _____, 20 ____.
(Name of Applicant)

(Signature)

(Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

<i>For Internal Use Only</i>
Cal OES Application #: _____
Disaster No #: _____
DUNS #: _____

PROJECT APPLICATION
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

1. APPLICANT'S NAME AND ADDRESS

APPLICANT: _____
ADDRESS: _____
CITY & ZIP: _____
PHONE: _____

2. APPLICANT'S AUTHORIZED AGENT
(Attach Resolution of Designation unless an accurate "universal" resolution is on file.)

NAME: _____
TITLE: _____
ADDRESS: _____
CITY & ZIP: _____
PHONE: _____
FACSIMILE: _____
E-MAIL: _____

3. PROJECT SUMMARY – Attach a List of Projects as defined in Title 19 of the California Code of Regulations, Section 2970(a)(4).

ASSURANCES AND AGREEMENTS

- A. The applicant certifies (to the best of his knowledge and belief) the disaster relief work herein described for which state financial assistance is requested, is eligible in accordance with the criteria contained in the Disaster Assistance Act (Government Code, Section 8680 et seq).
- B. The applicant is the legal entity responsible under law for the performance of the work detailed and accepts such responsibility.
- C. The applicant certifies that the disaster relief work herein described for which state assistance is requested hereunder, does not or will not duplicate benefits received for the same loss from another source.
- D. The applicant certifies that they have undertaken to recover maximum federal participation in funding street and highway project and public facility projects.
- E. The applicant certifies that all information given herein is to the best of its knowledge and belief, true and correct.
- F. The applicant agrees to (1) provide without cost to the state all lands, easements, and rights-of-way necessary for accomplishment of the approved work and

(2) The applicant agrees to hold and save the State of California, its officers, agents and employees free from damages due to the approved work.
- G. (1) The applicant agrees to comply with Section 3700 of the Labor Code, which requires every employee to be insured against liability for Workmen's Compensation, or to undertake self-insurance in accordance with provisions of the code; and will comply with such provisions before commencing the performance of the work.

(2) The applicant agrees to comply with the Fair Practices Act in connection with the performance of work under this agreement wherein it agrees it will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age or national origin; and it agrees to take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin, and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

PROJECT APPLICATION
CALIFORNIA DISASTER ASSISTANCE ACT PROGRAM

(3) If any real property or structure thereon is provided or improved with the aid of the state financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of such property, any transferee for the period during which the provision of similar services of benefits. If any personal property is so provided, this assurance shall obligate the applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the applicant for the period during which the state financial assistance is extended to it by the agency.

(4) This assurance is given in consideration of, and for the purpose of obtaining any and all state grants, loans, reimbursement, advances, contracts, property, discount, or other state financial assistance extended after the date hereon to the applicant. The applicant recognizes and agrees that such state financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the state shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees, and a person or persons whose signatures appear on this form, or is authorized to sign this assurance on behalf of the applicant.

- H. The applicant certifies that all financial assistance received under this application will be, or has been, expended in accordance with applicable laws and regulations. The applicant certifies that any work performed by a state agency at their request shall be agreed upon in writing and be subject to the State Contract Act. The applicant certifies that the work performed, or to be performed, is in accordance with the state and local laws governing the performance of such work.
- I. The applicant certifies compliance with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447 and 2448.
- J. The applicant certifies that on contracts involving expenditures in excess of \$25,000, it obtained from the contractor a payment bond in accordance with Sections 3247 through 3252 of the Civil Code.
- K. **BY ACCEPTING THESE FUNDS, THE APPLICANT IS NOT FORFEITING ANY RIGHTS WHATSOEVER, INCLUDING THE RIGHT TO A FAIR HEARING.**

4. SIGNATURE OF APPLICANT'S AUTHORIZED AGENT

"I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized by the above named subgrantee to enter into this agreement for and on behalf of the said subgrantee, and by my signature do bind the subgrantee to the terms thereof."

SIGNATURE: _____ DATE: _____

TITLE: _____

5. Cal OES APPROVAL

SIGNATURE: _____ DATE APPROVED: _____

TITLE: _____



Fact Sheet

Governor's Proclamation

CDA-2022-03 December 2021 Storms - California Disaster Assistance Act Funding

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

On December 30, 2021, a Governor's Proclamation was issued to secure funding to help Amador, Calaveras, Humboldt, Nevada, Placer, Santa Cruz, Sierra, and Trinity counties and the cities of Arcadia, Malibu, Monrovia, and Yucaipa respond to and recover from the December 2021 Storms. This fact sheet contains information regarding the available assistance and California Disaster Assistance Act (CDA) application information.

Important Disaster Information

The incident period is December 10, 2021 through January 1, 2022.

The December 2021 Storms incident (CDA-2022-03) makes available CDA funding for eligible costs in Amador, Calaveras, Humboldt, Nevada, Placer, Santa Cruz, Sierra, and Trinity counties and the cities of Arcadia, Malibu, Monrovia, and Yucaipa.

Applicants Eligible for Assistance

The following local government entities are eligible for disaster assistance under CDA:

- Cities
- Counties
- Special Districts
- School Districts
- Community College Districts
- Certain Private Non-profit Organizations

Eligible Private Non-Profit Reimbursement

An eligible private non-profit (PNP) applicant may receive state financial assistance as reimbursement for the performance of essential community services, provided such expenditures meet all the eligibility requirements. PNP activities resulting from self-deployment will not be eligible for reimbursement.



Available Assistance – Public Assistance Program

State cost shares 75 percent and local 25 percent of eligible costs. The types of work eligible are illustrated below:

EMERGENCY WORK

- Debris Removal (Category A)
- Emergency Response and Protective Measures (Category B)

Note: Force Account Labor
Emergency Work - Only overtime is eligible.

PERMANENT WORK

- Roads and Bridges (Category C)
- Water Control Facilities (Category D)
- Buildings and Equipment (Category E)
- Utilities (Category F)
- Parks, Recreational Facilities, Other Items (Category G)

Note: Force Account Labor
Permanent Work - Regular and overtime is eligible.

Important Application Information

All forms are available by visiting our website:

[Recovery Forms](#)

www.caloes.ca.gov/cal-oes-divisions/recovery/forms

CDA application packets must contain the following:

- ✓ Project Application California Disaster Assistance Act Program (Cal OES 126)
- ✓ List of Projects (Cal OES 95)
- ✓ Designation of Applicant's Agent Resolution (Cal OES 130)

CDA application packets must be received by email at DisasterRecovery@CalOES.ca.gov or at the address below no later than **August 1, 2022**.

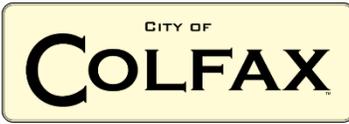
Mr. David Gillings
 State Public Assistance Officer
 California Governor's Office of
 Emergency Services
 Public Assistance Division
 3650 Schriever Avenue
 Mather, CA 95655
 Attn: CDA-2022-03



3650 SCHRIEVER AVENUE, MATHER, CA 95655
 RECOVERY SECTION • PUBLIC ASSISTANCE DIVISION
 (916) 845-8200 TELEPHONE • (916) 845-8388 FAX

www.CalOES.ca.gov





Staff Report to City Council

FOR THE JULY 13, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Sheriff Contract Amendment #7

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$873,448	Fund(s): 100-300, 218-000
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to enter into a contract extension with the Placer County Sheriff-Coroner-Marshals Office for Fiscal Year 2022/2023.

Summary/Background

Effective July 1, 2016, the City and Placer County executed an amendment to the agreement for the provision of law enforcement services by the Placer County Sheriff-Coroner-Marshals Office (PCSO). The contract must be amended yearly due to annual adjustments which account for increases in salaries, liability insurance, vehicle rates and overall cost of living.

The City has amended the Sheriff contract each year since the first amendment in 2016. The 2022-2023 Amendment #7 includes a 5.57% increase raising the contract value by \$46,080 for a total cost of \$873,448.

Fiscal Impacts

The contract amount is \$873,448 from Funds 100-300 and 218-000.

Attachments

1. Resolution -2022
2. 2022-2023 Amendment #7

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT EXTENSION WITH
THE PLACER COUNTY SHERIFF-CORONER-MARSHAL’S OFFICE FOR FISCAL YEAR
2022/2023

WHEREAS, the County of Placer, Office of the Sheriff-Coroner-Marshal (“County”) and the City of Colfax (“City”) have previously contracted for the provision of law enforcement services; and,

WHEREAS, the contract must be amended yearly due to annual adjustments which account for increases in salaries, liability insurance, vehicle rates and overall cost of living; and,

WHEREAS, the 2022-2023 Amendment #7 includes a 5.57% increase raising the contract value by \$46,080 for a total cost of \$873,448.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax authorizes the City Manager to enter into a contract extension with the Placer County Sheriff-Coroner-Marshal’s Office for Fiscal Year 2022/2023.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of July 2022, by the following vote of the Council:

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

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk

PLACER COUNTY SHERIFF'S OFFICE
 CITY OF COLFAX - CONTRACT SERVICES
 FISCAL YEAR 2022-2023

Item 3D

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2021-2022 Hrly Rate	2022-23 Hryl Rate	2021-2022 Cost	2022-2023 Cost	Increase/Decrease
0.5	Sergeant	Regular Pay	2080	1040	133	141	\$ 137,852	\$ 146,816	\$ 8,964
0.5	Sergeant	Overtime	120	60	117	125	\$ 7,031	\$ 7,470	\$ 439
0.5	Sergeant	Holiday Overtime	48	24	171	183	\$ 4,104	\$ 4,390	\$ 286
2.25	Deputy II	Regular Pay	2080	4680	106	111	\$ 495,706	\$ 517,901	\$ 22,195
2.25	Deputy II	Overtime	127	286	92	95	\$ 26,278	\$ 27,266	\$ 988
2.25	Deputy II	Holiday Overtime	48	108	134	140	\$ 14,490	\$ 15,137	\$ 647
0.1	Detective (Deputy II)	Regular Pay	2080	208	120	125	\$ 24,906	\$ 25,972	\$ 1,066
0.1	Detective (Deputy II)	Overtime	127	13	104	108	\$ 1,320	\$ 1,374	\$ 54
0.1	Detective (Deputy II)	Holiday Overtime	48	5	152	159	\$ 728	\$ 763	\$ 35
Total Personnel Costs							\$ 712,415	\$ 747,089	\$ 34,674

OTHER COSTS:

Item	Description	2021-2022 Cost	2022-2023 Cost	Increase/ Decrease
Communication	IT Charges and Radio Costs	\$ 29,532	\$ 27,347	\$ (2,185)
Direct Operational Support	Direct operational staff support	\$ 35,621	\$ 37,354	\$ 1,733
Equipment & Supplies	Equipment & Supplies	\$ 8,261	\$ 8,520	\$ 259
Training	Specialized training which may include accident investigation training	\$ 8,474	\$ 6,986	\$ (1,488)
Vehicle Expenses	Vehicles charged @ \$7.19 per billable hours	\$ 33,066	\$ 46,151	\$ 13,085
Total Other Costs		\$ 114,955	\$ 126,360	\$ 11,405

Total Contract Costs	\$ 827,369	\$ 873,448	\$ 46,080
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Total Contract Change	5.57%
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22-23 Base Quarterly Payments	\$ 218,362
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**PLACER COUNTY SHERIFF'S OFFICE
CITY OF COLFAX - CONTRACT SERVICES
FISCAL YEAR 2022-2023**

<u>Cost Category</u>	<u>Explanation</u>
Personnel	Salaries & Benefits increases: General Wage Increase of 4.5% and other changes to Comp & Benefits BOS 9/14/21). Workers' Comp increased 62.5% department-wide and General Liability Insurance increased 27% department-wide.
Communication	Communication costs decreased due to decrease in the overall County IT charges.
Direct Operational Support	Direct operational support including dispatch, evidence, records and other direct support cost the Deputies and Sergeant assigned to Colfax increased due to increases in salaries and related expenses.
Equipment & Supplies	Minor increases in Supplies, no increases to personal duty equipment.
Training	Change in methodology to calculate Training Costs at deputy level; more accurately reflects actual training costs per deputy and results in decrease in costs.
Vehicle Expense	Vehicle rate increased due to supply chain issues resulting in increased expenses for parts and maintenance on vehicles.

BEGINS: July 1, 2022

CONTRACT NO. 13508

ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

AMENDMENT NO. 7

DESCRIPTION: Contract amendment between County of Placer, Office of the Sheriff-Coroner-Marshal and the City of Colfax to update the annual cost of providing law enforcement services for FY 2022-23

THIS AMENDMENT No. 7 of contract No. 13508 is made as of July 1, 2022, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY".

The original contract No. 13508 is hereby amended as follows:

Section 1 DURATION OF CONTRACT: This agreement shall commence on July 1, 2022 for a period of one year, expiring on June 30, 2023, unless terminated under conditions of Section 2.

Section 6 PAYMENT FOR SERVICES: The cost of performing law enforcement services for the year beginning July 1, 2022 through June 30, 2023 both dates inclusive, will be agreed to in the amount of \$873,448 (EIGHT HUNDRED SEVENTY-THREE THOUSAND FOUR HUNDRED FORTY-EIGHT DOLLARS) per attached Exhibit A. This sum shall be paid in four equal quarterly installments of \$218,362 (TWO HUNDRED EIGHTEEN THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS) to be paid on September 1, 2022; December 1, 2022; March 1, 2023; and June 1, 2023. The COUNTY will provide an amendment adjusting salaries, liability insurance, vehicle rates, and cost of living to the CITY each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

All other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this amendment the day and year first written above.

CITY OF COLFAX

COUNTY OF PLACER

By: _____
City of Colfax

By: _____
Chair, Board of Supervisors

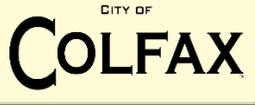
By: _____
Wayne Woo
Placer County Sheriff

Approved as to Form

Approved as to Form

By: _____
City Attorney

By: _____
County Counsel



Staff Report to City Council

FOR THE JULY 13, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
Subject: On-Call Professional Services Agreement – Simpson and Simpson Inc.

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$200,000	Fund(s): 250
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to enter into an On-Call Professional Services Agreement with Simpson and Simpson Inc. for one year, starting FY 2022-23, with the option to renew for a second year for a total not to exceed amount of \$200,000.

Summary/Background

From time to time the City has larger asphalt, concrete or pipe projects that require specialized services that are outside the scope of the City’s Public Works Departments experience and training. Simpson and Simpson Inc., a local, full service contractor has the required experience and equipment to provide an expedient solution for projects outside the expertise of the City’s Public Works Department.

Simpson and Simpson Inc. has provided service on City projects in the past at reasonable cost. Some projects they’ve worked on include: Culver St., Quinn’s Ln. drain, Railroad St. to Church St access road, sewer lateral installation, and most recently the roundabout curb repair. Simpson and Simpson Inc. is also the on-call asphalt repair contractor for PCWA and comes highly recommended.

Budget Impacts

The funding was approved during the 2-year budget adoption process at a \$100,000 budgeted annually in the Streets and Roads Fund 250 under the Professional Services Code 5660. The cost for the two year on-call services agreement is a not to exceed amount of \$200,000.

Attachments:

1. Resolution __-2022
2. Simpson and Simpson Agreement
3. Scope of Work and Costs (Exhibit A)

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ON-CALL PROFESSIONAL SERVICES AGREEMENT WITH SIMPSON & SIMPSON INC. FOR ONE YEAR, STARTING FY 2022-23, WITH THE OPTION TO RENEW FOR A SECOND YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF \$200,000

WHEREAS, the city desires to retain the services of a contractor for the purpose of on-call infrastructure improvement services; and,

WHEREAS, the contractor, Simpson & Simpson Inc. is duly licensed and sufficiently experienced to undertake and perform the services in a skilled and professional manner; and,

WHEREAS, the agreement is for one year starting FY 2022-23 with the option to renew for a second year for a total not to exceed amount of \$200,000; and,

WHEREAS, the funding was approved during the 2-year budget adoption process at a \$100,000 budgeted annually in the Streets and Roads Fund 250.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into an On-Call Professional Services Agreement with Simpson & Simpson Inc. for one year, starting FY 2022-23 with the option to renew for a second year for a total not to exceed \$200,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of July 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 **13th day of July, 2022** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Simpson & Simpson, 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 will be “On-Call” for one year, with the option to renew for a second year, which is incorporated herein by this reference. Contractor shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

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

not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change 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.

If to Contractor:

Simpson & Simpson
10001 Ophir Road
Newcastle, CA 95658

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

SCOPE OF WORK (Exhibit A)

1. Description

Provide maintenance services for any work that is outside the capabilities of the City of Colfax Department of Public Works. Work types may include, but are not limited to the following:

- Storm and sanitary manhole repair/replacement
- Storm inlet repair/replacement
- Storm and sanitary pipe repair/replacement
- Sanitary sewer force main repair
- General roadway repair
- Curb, sidewalk, other concrete flatwork
- Sinkhole investigation/repair
- Other incidental infrastructure repair/replacement

2. General

- Contractor shall verify all existing conditions in the field.
- Any areas and structures disturbed during construction shall be restored to the condition at least equal to that which existed prior to the start of construction. Any debris will be removed from the project at the contractor's expense.
- The contractor shall be responsible for the location and preservation of all underground and surface utilities and structures at or adjacent to the site of construction, and it shall be at their own expense to repair or replace anything they damage. The contractor is responsible for verifying the location of all utilities and for scheduling all work involved with utilities directly. All costs related to coordination shall be included in the various items of the proposal.
- All materials, methods of construction and requirements of workmanship shall conform to the following specifications, with the latest revisions to apply:
 - California Department of Transportation (CalDOT) – Standard Specifications for Road and Bridge Construction Standard Roadway Construction/Traffic Control/Bridge Construction
 - Manual on Uniform Traffic Control Devices for Streets and Highways
- All related incidental work, including earthwork, traffic control, dust control, soil erosion and sediment control, cleaning and restoration shall have no specific payment; costs to be included in other items within the proposal.
- The contractor shall ensure residents/businesses have access to their homes/businesses during construction. This work shall be included in the various items within the proposal.
- The above Scope of Work outlines the general items and shall not be construed as being all-inclusive.

END OF SCOPE OF WORK

Patch Pave Price Sheet 07/2022

Description	1-100 sq.ft.	101-300 sq.ft.	< 300 sq.ft.	
2" AC over base	\$ 36.00	\$ 15.00	\$ 13.50	
3" AC over base	\$ 37.00	\$ 16.00	\$ 14.50	
4" AC over base	\$ 38.00	\$ 16.50	\$ 15.50	
5" AC over base	\$ 39.00	\$ 17.00	\$ 16.00	
6" AC over base	\$ 40.00	\$ 20.00	\$ 18.50	
8" AC over base	\$ 50.00	\$ 27.00	\$ 24.00	
10" AC over base	\$ 70.00	\$ 40.00	\$ 38.00	
12" AC over base	\$ 70.00	\$ 40.00	\$ 38.00	
Description	1-300 sq.ft.	301-600 sq.ft.	601-1,000 sqft.	< 1,000 sq.ft.
Chip Seal over base	\$ 45.00	\$ 40.00	\$ 35.00	\$ 25.00
Clean/re-chipseal	\$ 35.00	\$ 30.00	\$ 37.00	\$ 19.00
Sand & Slurry Seal	\$ 5.00	\$ 5.00	\$ 5.00	\$ 2.37
Type II Slurry Seal				
Microsurfacing				
Description		Unit Price	30-Oct	Over 30
Adjusting Valve Covers	EA	\$ 1,875.00	\$ 150.00	\$ 1,375.00
Adjusting manhole/vaultcovers		\$3,500.00	\$ 1,775.00	\$ 1,500.00

2022 ANNUAL MOSQUITO AND VECTOR UPDATE

Joel Buettner, District Manager

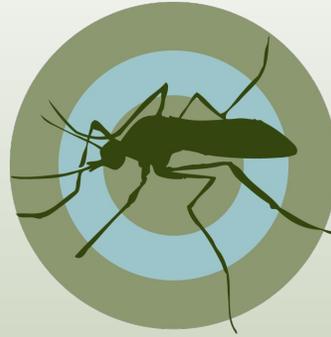
Meagan Luevano, Public Information Officer



PLACER
MOSQUITO
& VECTOR
CONTROL
DISTRICT

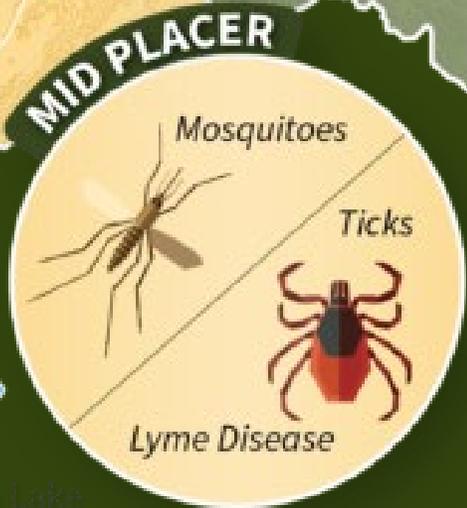
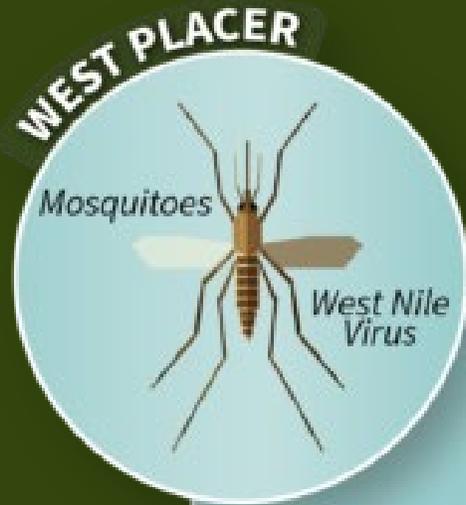
Who We Are

Independent, non-enterprise, special district in Northern California governed by California Mosquito and Vector Control Law and a seven-member Board of Trustees. 24 full time staff and annual seasonal employees.



District Mission

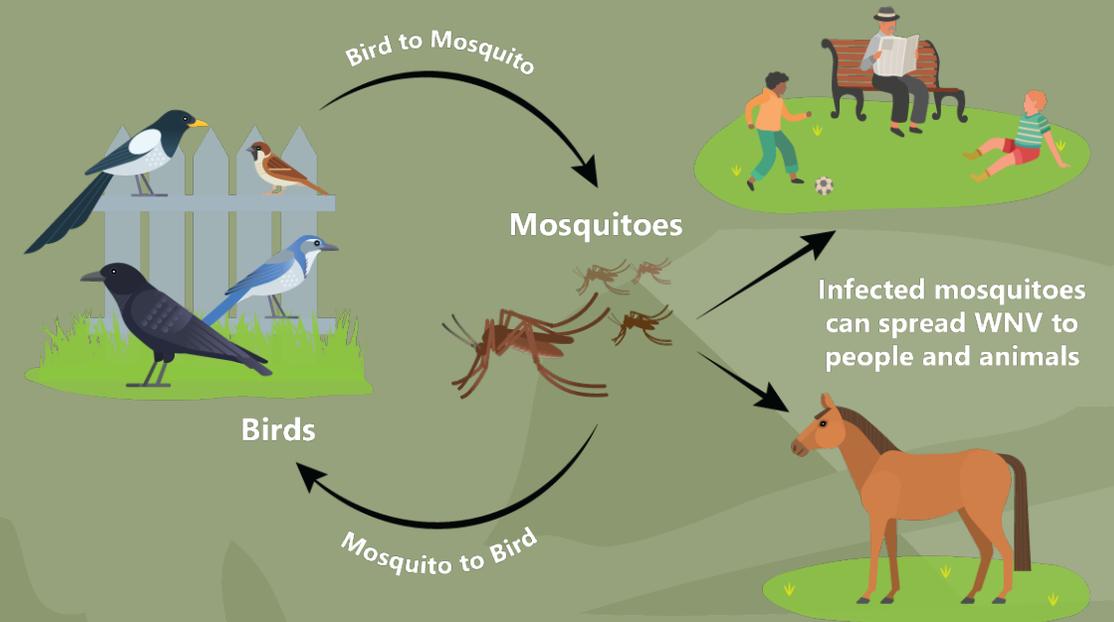
To effectively and efficiently manage the risks from vectors and vector-borne disease in order to protect public health and quality of life in Placer County.



Vector-borne Disease Prevention

Our Responsibility

- Monitor vectors and diseases
- Communicate risk
- Manage mosquito populations using integrated vector management tools
- Make treatment decisions based on sound science



Vector-borne Disease Prevention

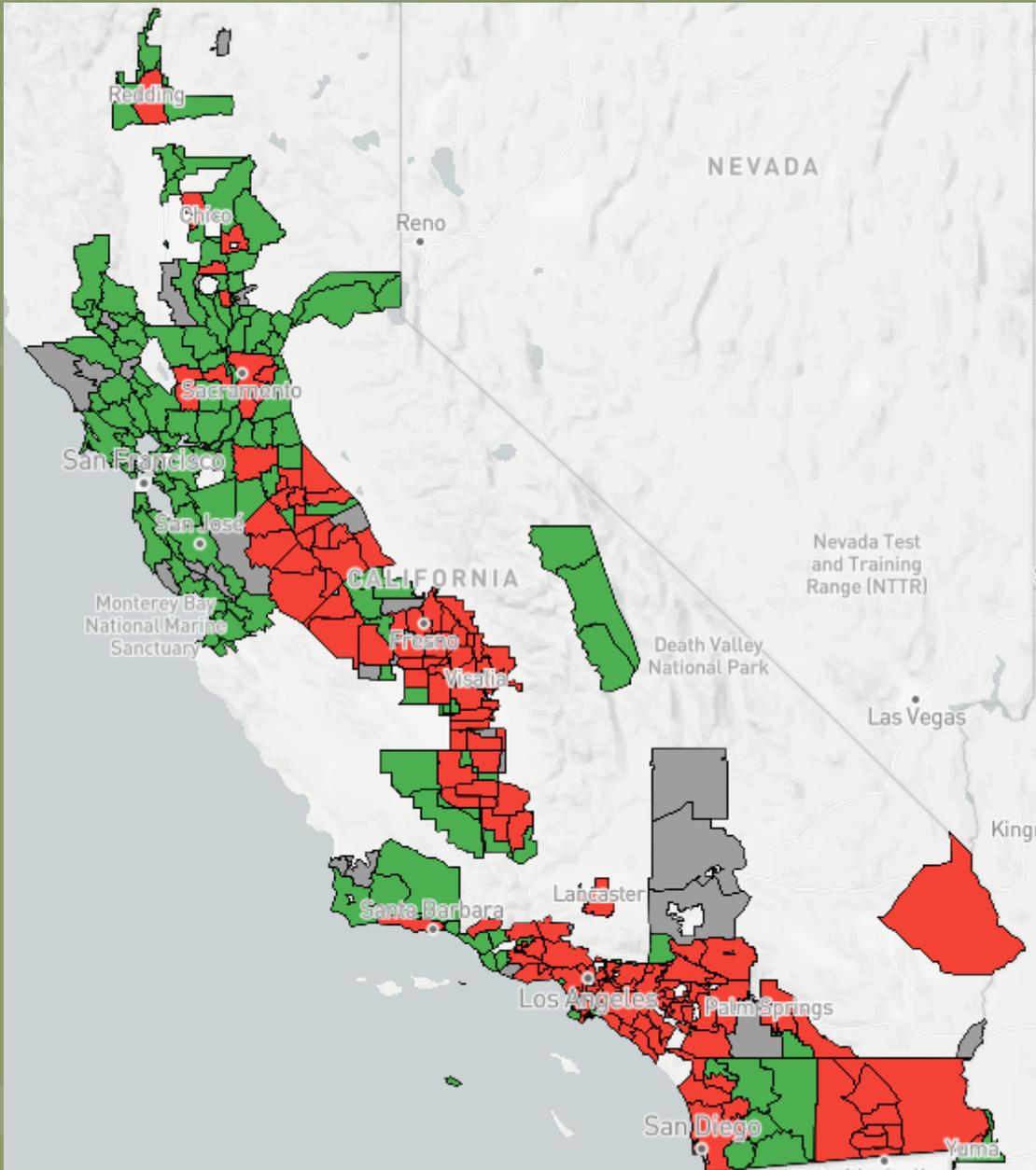
What You Can Do

- Prevent mosquito bites by using an EPA-registered repellent and protective clothing
- Maintain property to minimize standing water
- Contact the District to report mosquito problems



Aedes aegypti in California in 2021

5A

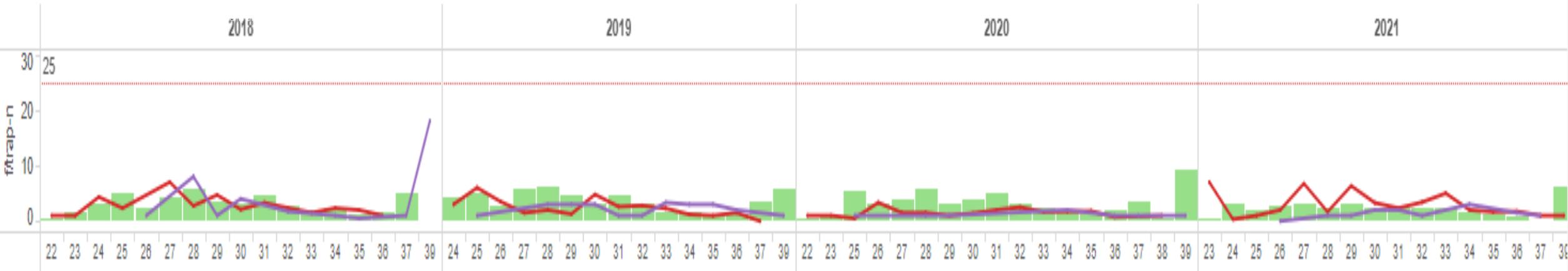


- 2013 - first detected in Fresno.
- 2015 - found in Los Angeles and several other areas of Southern California
- 2018 - spread throughout Southern San Joaquin valley and Los Angeles
- 2019 - detected in Southern Placer and Northern Sacramento Counties
- 2021 - detected in at least 7 areas in in the Sacramento Valley as far north as Redding
- 2022 - ???

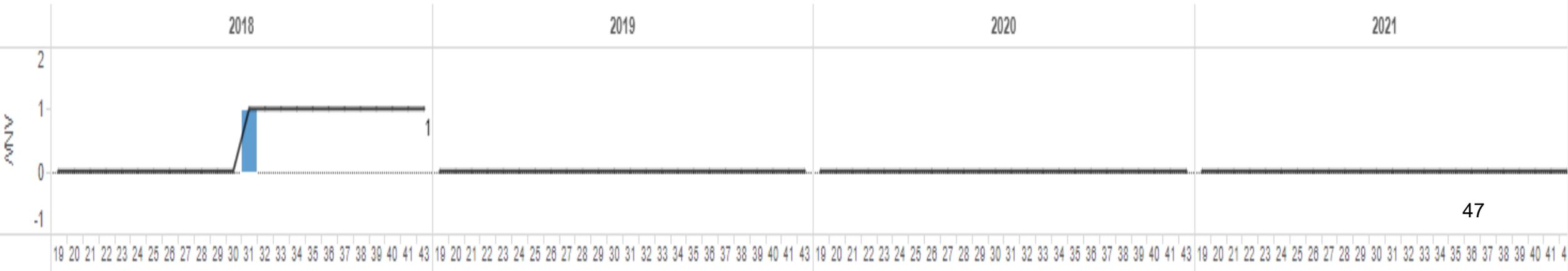
WNV Mosquito Outlook for 2022 – East

WNV Mosquitoes – Culex tarsalis, Culex pipiens

Z 5,6



WNV Positive Dead birds

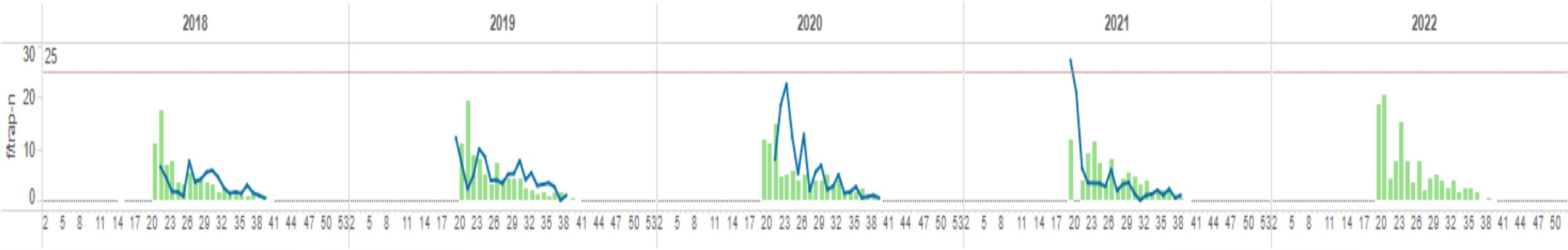


47

Nuisance Mosquito Outlook— East

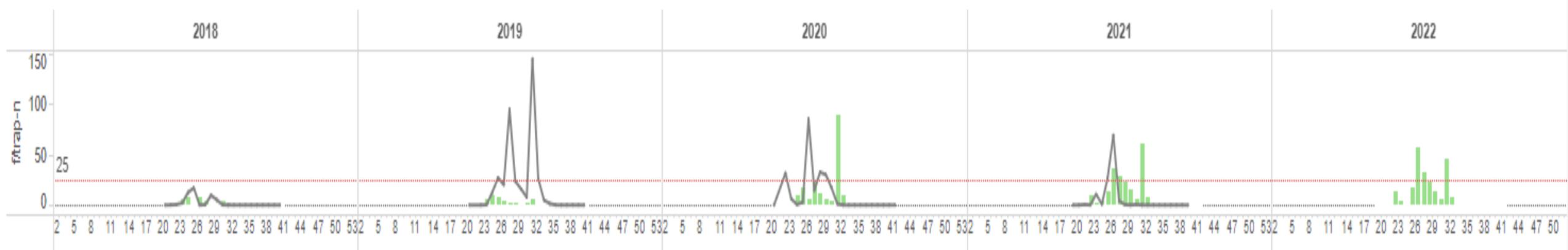
Treehole Mosquitoes: Aedes sierrensis

Z 5,6



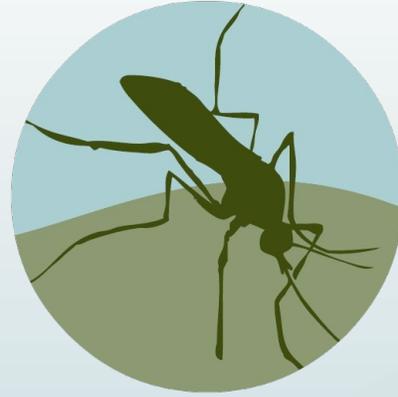
Snowmelt Mosquitoes: Aedes tahoensis, Ae. bicristatus, Ae. cataphylla, Ae. fitchii, Ae. hexodontus, Ae. ventrovitus)

Z 5,6



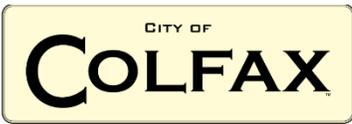
Mosquito Outlook for 2022

- Drought conditions are often related to increased WNV activity, and nuisance species related to irrigation. We see lower Treehole and Snowmelt mosquito activity.
- Water conservation practices also help to prevent mosquito habitat and reduce West Nile Virus risk.
- We will continue to look for invasive *Aedes aegypti* and take measures to keep them from spreading.
- We will work to improve our preventative larvicide applications by using our unmanned aircraft in rural areas in western and eastern Placer County as needed.
- We are also always working to improve our tools and techniques to reduce nuisance mosquito biting, lower WNV risk, and manage insecticide resistance.



placermosquito.org
@placermosquito
(916) 380-5444

Contact us!



Staff Report to City Council

FOR THE JULY 13, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Ordinance Amending Colfax Municipal Code Section 17.112.180 I 4 Regulating Time Limits For Posting Election Campaign Signs

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for second reading and adoption at the next regular City Council meeting currently scheduled for July 27, 2022, to be effective 30 days after adoption.

Summary/Background

This proposed ordinance, if adopted, will delete the current restriction that forbids posting election campaign signs sooner than sixty days before the election to which the signs pertain. If adopted, this ordinance will allow election campaign signs to be posted more than 60 days before the election to which the signs apply. The basis for the proposed amendment is to address concerns that the time restrictions in the current ordinance may be unconstitutional and unenforceable.

Colfax Municipal Code Section 17.112.180 I 4 currently provides: “Time Limit for Posting, Removal Required. Election campaign signs may be posted no sooner than sixty (60) days before the applicable election, and shall be removed from public view no later than twenty-one (21) days after such election.” The specific changes being recommended are shown in red font:

“4. ~~Time Limit for Posting,~~ Removal Required. Election campaign signs ~~may be posted no sooner than sixty (60) days before the applicable election, and~~ shall be removed from public view no later than twenty-one (21) days after ~~such an~~ election ~~to which the signs apply.~~”

In the opinion of the City Attorney, the CMC provision that precludes posting election campaign signs no sooner than sixty days before a scheduled election is likely unconstitutional and unenforceable, but the requirement that such signs be removed from public view within 21 days after an election is enforceable at least for the time being.

Two published federal district court cases have directly addressed this question. In one case involving the City of Antioch, California, an identical sixty-day time limit was invalidated as unconstitutional because it denied candidates equal protection of the law and, in any event, the city could not meet the substantial burden of showing that the aesthetic problem created by political signage posted more than sixty days before an election was more important than the First Amendment right of political candidates to publicly advocate their candidacy. A case arising in New York struck down as unconstitutional a six-week time restriction on similar grounds.

The legal reasoning behind these decisions is lengthy and complex because the question turns on whether the regulation is permissible “time, place and manner” implementation or whether it impermissibly focuses on the contents of the signs. In a pertinent case decided by the United States Supreme Court in 2015, the Court noted, in part, that if the contents of a sign must be read to determine whether the sign is allowable, then the ordinance or regulation impermissibly infringes on a candidate’s, or any citizen’s, First Amendment rights.

A few cases have also addressed whether requiring election campaign signs to be removed within a specified time after an election is permissible. So far, post-election removal time restrictions have been upheld.

From a technical standpoint, the Colfax ordinance has not been formally declared by a court to be unconstitutional so it can arguably be enforced until that occurs. However, it is not fair, reasonable, or advisable to enforce an ordinance that appears to infringe on the legitimate First Amendment rights of candidates for office, or to wait until the pre-election time restriction is challenged to remove it. All candidates for office, and all proponents and opponents of measures on the ballot, deserve the opportunity to advocate their positions within the bounds of the law without worrying whether ill-advised enforcement proceedings will be initiated against them. If the proposed ordinance is adopted, all candidates for election at the November 2022 general election will be allowed to post their campaign signs on private property at any time before the election, and all citizens will also be able to post signs in favor of or in opposition to a City ballot measure so long as they comply with the remaining applicable provisions of CMC Chapter 17.112 that are not changed by the proposed amendment.

The proposed ordinance only removes the time restrictions on posting pre-election campaign signs. It does not affect the requirements for obtaining city-issued permits or any legitimate time, place and manner restrictions in the Colfax Municipal Code.

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

Fiscal Impacts

None anticipated unless enforcement becomes an issue.

Attachments:

Draft Ordinance.

CITY OF COLFAX

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL SECTION 17.112.180 I 4 REGULATING TIME LIMITS FOR POSTING ELECTION CAMPAIGN SIGNS

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

Section 1:

Colfax Municipal Code Title 17, Chapter 17.112, Section 17.112.180 I 4 is hereby amended in the form and substance contained in the Ordinance attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Superceding Provisions

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

Section 3. Severability

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

Section 4. California Environmental Quality Act Findings

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

FINDING OF NO PROJECT

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

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the exemptions provided by Senate Bill 94, and within the "common sense" CEQA exemption provided in 14

CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

Section 5. Effective Date

This Ordinance, and all of its provisions, shall take effect thirty (30) days after its adoption and shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing Ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax held on the 13th day of July, 2022, and passed and adopted at a duly held regular meeting of the City Council held on the 27th day of July, 2022, by the following vote:

- AYES:
- NOES:
- ABSENT:

Trinity Burruss, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Marguerite Bailey
City Clerk

EXHIBIT A

CITY OF COLFAX

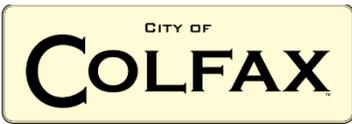
ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF COLFAX
AMENDING COLFAX MUNICIPAL SECTION 17.112.180 I 4 REGULATING
TIME LIMITS FOR POSTING ELECTION CAMPAIGN SIGNS**

Section 1. Colfax Municipal Code Title 17, Chapter 17.112, Section 17.112.180 I 4 is hereby amended to read as follows:

“4. Removal Required. Election campaign signs shall be removed from public view no later than twenty-one (21) days after an election to which they apply.”

Section 2. The remainder of Colfax Municipal Code Chapter 17.112 shall remain in full force and effect. If any of the provisions of Colfax Municipal Code Chapter 17.112 are inconsistent with the provisions of this Ordinance, then this Ordinance and the provisions hereof shall control any inconsistent interpretation.



Staff Report to City Council

FOR THE JULY 13, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Parking On Narrow Streets

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss the need for and feasibility of an ordinance that will allow the City Engineer to propose restricted or prohibited parking on narrow residential streets, with prior Council approval, and provide direction to staff.

Summary/Background

The primary issue for Council discussion is whether it wants to consider regulating or prohibiting parking on some narrow residential streets that are difficult to access by emergency, utility, and sanitation vehicles, and to a lesser extent normal traffic. If so, staff will present a regulatory ordinance for Council consideration at a future meeting. If not, no further staff action will be taken.

This issue was initially discussed at the June 8, 2022, regular City Council meeting. Staff was directed to propose language that can be added to Colfax Municipal Code (“CMC”) Chapter 10.16 to allow the City Engineer, with prior Council approval, to post signs restricting or prohibiting parking on narrow streets within City limits, and to consider whether an amendment to CMC Chapter 10.16 is needed to accomplish that result.

After reviewing ordinances from several municipalities, staff provides the following language for Council consideration which, if adopted as presented or subsequently modified, will be added as CMC Section 10.16.080 C:

“The city engineer, with prior approval of the City Council, is hereby authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed 20 feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed 30 feet. When official signs or markings restricting or prohibiting parking are erected upon narrow streets as authorized in this section, no persons shall stop, stand, or park a vehicle upon any such street in violation of any such sign or marking.”

Although the scope of this language is broad enough to encompass emergency and delivery vehicles, emergency vehicles are exempted by statute (California Vehicle Code Section 21055) and delivery vehicles while making deliveries are generally exempted by statute (California Vehicle Code Section 22507.5).

Council asked whether the current provisions of the Colfax Municipal Code authorize posting signs restricting parking. It was noted that there are areas within Colfax that already restrict or prohibit parking in certain areas, so that must have been authorized somewhere.

There are several provisions of state law that provide enforceable parking restrictions even when a City does not have an applicable ordinance. Examples include parking within an intersection, on a crosswalk, within a safety zone, within 15 feet of the driveway entrance to a fire station, in front of a public or private driveway, on a

sidewalk, double parking and the like. No state statute prohibits parking on narrow streets. Regulation of narrow street parking is left to the discretion of the city.

The Colfax Municipal Code vaguely addresses such authority in CMC Section 10.16.040: “The city may designate areas for diagonal, parallel, right angle, limited or prohibited parking. The director of public works shall erect signs and mark those portions of the streets and curbs designated for such parking.”

This general authorization is likely not sufficient to prohibit parking on narrow streets. CMC Section 10.16.080 on its face defines the areas within the City in which parking is prohibited. That section does not allow parking on narrow streets to be restricted or prohibited. Other portions of CMC Chapter 10.16 address specific types of parking the Council wanted to restrict or prohibit, none of which include parking on narrow streets. There is at best an ambiguity in the City’s existing regulatory authority, and at worst a lack of authority to regulate parking on narrow streets without amending the CMC.

The Placer County Sheriff’s Office is responsible for parking enforcement. See CMC 10.16.030. PCSO has indicated that if Colfax wants to restrict parking on certain residential streets, it will need to adopt an enforceable ordinance to that effect and post appropriate signage.

The Sheriff has received one complaint that vehicles parked along a narrow street prohibit safe passage by emergency, utility, and sanitation vehicles. Various members of the City Council and members of City staff have either received or are aware of multiple complaints to the same effect. Recology has apparently been unable to access one or more streets for refuse collection.

This continues to be a policy issue for Council discussion and direction.

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

Fiscal Impacts

Posting and maintaining the necessary signage will involve the expenditure of city funds. There will also be some level of enforcement cost.

Attachments:

None.