

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

August 24, 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/88976629291>

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

889 7662 9291

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. **On-Call Professional Services Agreement – Simpson and Simpson Inc.** (Pages 4-16)
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.
- 3B. **Cash Summary – July 2022** (Pages 17-24)
Recommendation: Accept and File.
- 3C. **Minutes** (Pages 25-27)
Recommendation: By Motion, approve the Colfax City Council minutes of 08/10/2022.
- 3D. **Ordinance Amending Colfax Municipal Code Section 17.112.180 I 4 Regulating Time Limit for Posting Election Campaign Signs** (Pages 28-32)
Recommendation: Waive the second reading and adopt Ordinance 548, an Ordinance of the City of Colfax Amending Colfax Municipal Code Section 17.112.180 I 4 Regulating Time Limits for Posting Election Campaign Signs.

*** 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. **2022 Annual Mosquito and Vector Update** (Pages 33-44)
Presentation by Jake Hartle, Assistant Manager of the Placer Mosquito and Vector Control District

6 PUBLIC HEARING (No Public Hearing)

7 PUBLIC COMMENT

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



8 **COUNCIL AND STAFF**

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

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

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

9 **COUNCIL BUSINESS**

- 9A. **Ordinance Amending Colfax Municipal Code Section 10.16.080 By Adding Subsection 10.16.080 To Authorize Restricting Or Prohibiting Parking On Narrow Streets.** (Pages 45-49)
Recommendation: Introduce the proposed ordinance by title only, waive the first reading and schedule the proposed ordinance for a second reading, public hearing and adoption at the next regular City Council meeting currently scheduled for September 14, 2022, to be effective 30 days after adoption.

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**

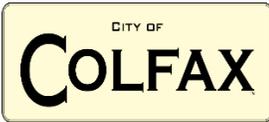
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

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 AUGUST 24, 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 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 24th day of August 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 **25th day of August, 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

Simpson & Simpson Inc. On-Call Services Rate Sheet for City of Colfax 2022

Contract Price Description – The City will pay the Contractor the contracted price for completion of the service in accordance with the contracted documents

Paving/Patching

Item	Description	1 – 100 sq/ft	101 – 300 sq/ft	Greater than 300 sq/ft
1	2" AC Over Base	\$36.00	\$15.00	\$13.50
2	3" AC Over Base	\$37.00	\$16.00	\$14.50
3	4" AC Over Base	\$38.00	\$16.50	\$15.50
4	5" AC Over Base	\$39.00	\$17.00	\$16.00
5	6" AC Over Base	\$40.00	\$20.00	\$18.50
6	8" AC Over Base	\$50.00	\$27.00	\$24.00
7	10" AC Over Base	\$70.00	\$40.00	\$38.00
8	12" AC Over Base	\$70.00	\$40.00	\$38.00

Chip/Slurry Sealing

Item	Description	1 – 300 sq/ft	301 – 600 sq/ft	601 – 1000 sq/ft	Greater than 1000 sq/ft
1	Chip Seal Over Base	\$ 45.00	\$ 40.00	\$ 35.00	\$ 25.00
2	Clean/Re-Chipseal	\$ 35.00	\$ 30.00	\$ 37.00	\$ 19.00
3	Sand & Slurry Seal	\$ 5.00	\$ 5.00	\$ 5.00	\$ 2.37
4	Type II Slurry Seal	\$ -	\$ -	\$ -	\$ -
5	Microsurfacing	\$ -	\$ -	\$ -	\$ -

Adjusting Covers

Item	Description	1 - 10 Each	10 - 30 Each	Quantity Over 30
1	Water Valve Covers	\$ 790.99	\$ 509.00	\$ 407.20
2	Manhole/Vault Covers	\$ 1,425.20	\$ 1,018.00	\$ 865.30

License: A-184056
Phone: (530) 885-4354
Fax: (916) 630-5529

10001 Ophir Rd, Newcastle CA 95658
PO Box 6746, Auburn CA 95604

Simpson & Simpson, Inc.
Since 1948
PROPOSAL AND CONTRACT
Prepared by Steve Simpson

Date 8/9/2022

.City Of Colfax
PO BOX 702
Colfax Ca 95713

Job Location: Colfax city limits
Phone: 530-346-2313
E-mail: directorpw@colfax-ca.gov

Sidewalk replacement Based on small sections.

Move in, demo and disposal, reinstall 4" concrete broom finish:

1 to 25 sqft.....	\$1500.00 min charge
26 to 100 sqft.....	\$58.00 per sqft
101 to 200 sqft.....	\$48.00 per sqft
201 to 300 sqft.....	\$35.00 per sqft
301 and up.....	\$26.00 per sqft

Larger sections will be costed out based on footage, difficulty and location.

Handicap, ADA, landscaping replacement, rebar and plumbing not included.

***Assumes concrete cost stays under \$190.00 per yard.**

Prevailing labor rate for one laborer.....\$125.00 per hour

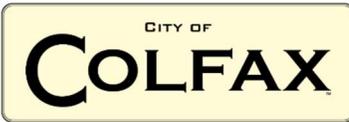
*this is for regular above ground labor, not underground or hazard conditions.

Quinn Lane includes, move on, labor, materials, equipment, concrete.....\$481 per lineal foot.

Emergency activation of **two laborers, one piece of equipment**.....\$2500.00 flat fee incl. up to three hours

Past three hours \$650.00 per hour on site time.

Emergency activation for **one piece of equipment**.....\$2000.00 flat fee incl. three hours



Staff Report to City Council

FOR THE AUGUST 24, 2022 REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

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

Summary/Background

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

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

- July revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of May 2022 (two-month lag).
 - Final allocation (50%) of American Rescue Plan Act funding - \$239K
- July expenditures included:
 - Ongoing monthly operating expenses
 - Annual and quarterly premiums for liability, property, and workers compensation insurance
 - Approved capital project expenditures and inter-fund transfers for project funding.
- Negative cash fund balances at the end of July are due to timing of funding allocations and reimbursements:
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
 - Fund 367 – SB2 Planning Grant – this is a reimbursable grant. Second round of Reimbursement requests were submitted in February and are still pending. HCD has been backlogged and recently confirmed requests are approved and pending payment. Next reimbursement request scheduled to completed and submitted in August.
 - Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis.

The first request was submitted at end of July. The balance of funding (11%) will be a City General Fund match.

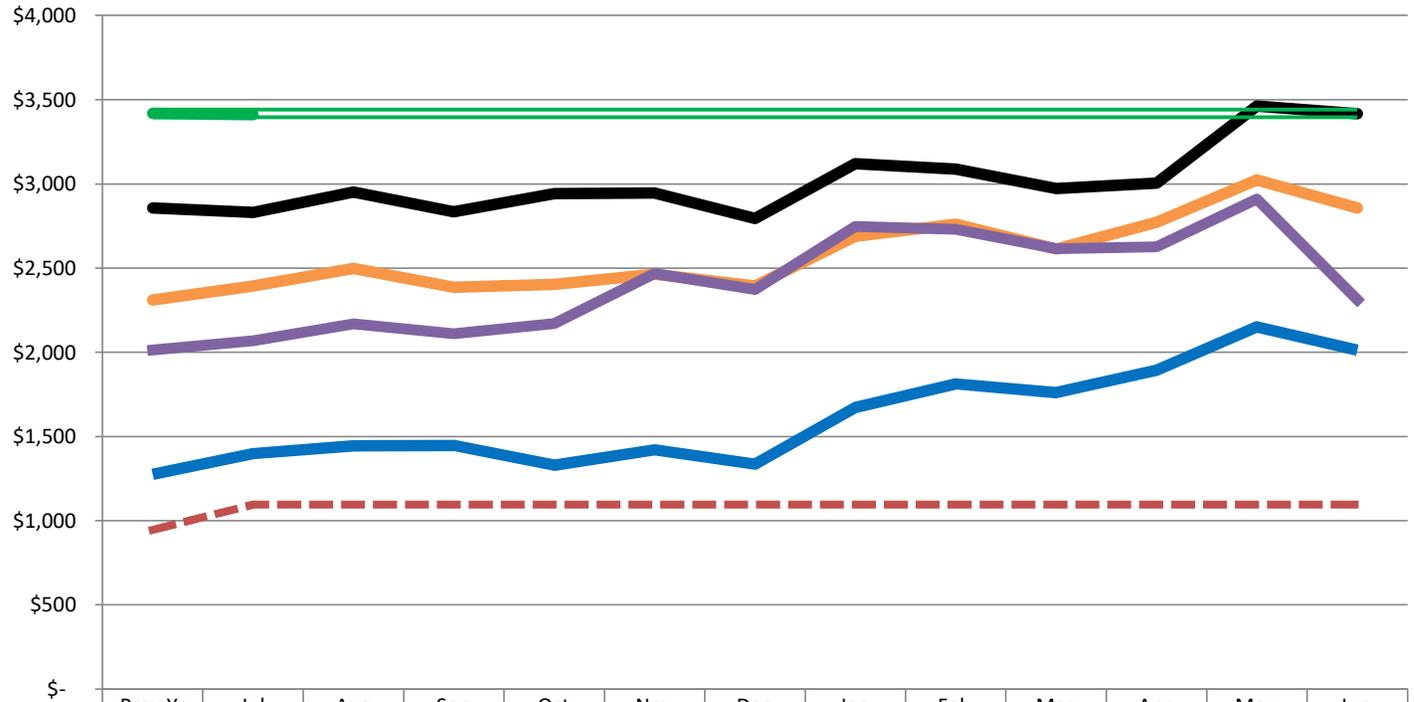
- Fund 378 – Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis. The first request is to be submitted in August.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – final grant award was processed in December. The first reimbursement request was submitted in early March 2022 and received in May 2022. Second reimbursement request was submitted in August.
- Fund 576 – Phase II – Pond 3 Fissure Repair. This project is being funded by insurance. Final Project costs were submitted for reimbursement in early March 2022 – 65% of costs were reimbursed in May – with the balance now expected in late August or September.
- Anticipated revenues/expenditures for July include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of June 2022 (two-month lag).
 - Expenditures
 - Ongoing monthly operating expenses.
 - Approved capital project expenditures – expect an increase as WWTP solar project and Lift Station #5 repair projects have expected increased activity.

Attachments:

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

City of Colfax - July 2022 General Fund Reserved Cash Analysis (Dollars in Thousands)

Fiscal Year 2022-23 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2022-23	\$3,418	\$3,411											
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
— Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
- - - *Reserves (Ops, Cap, Pen)	\$945	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095
— Budget FY2022-23	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418

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

	Balance 06/30/2022	Revenues In	Expenses Out	Transfers	Balance 07/31/2022
US Bank	\$ 94,382.60	\$ 766,012.86	\$ (619,111.13)	\$ -	\$ 241,284.33
LAIF	\$ 8,704,534.20	\$ 15,418.70	\$ -	\$ -	\$ 8,719,952.90
Total Cash - General Ledger	<u>\$ 8,798,916.80</u>	<u>\$ 781,431.56</u>	<u>\$ (619,111.13)</u>	<u>\$ -</u>	<u>\$ 8,961,237.23</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,799,216.80</u>	<u>\$ 781,431.56</u>	<u>\$ (619,111.13)</u>	<u>\$ -</u>	<u>\$ 8,961,537.23</u>

Change in Cash Account Balance - Total \$ 162,320.43

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (454,545.43)	
Cash Receipts	\$ 485,943.30	
Payroll Checks and Tax Deposits	\$ (68,544.04)	
Utility Billings - Receipts	\$ 261,775.14	
UB - Tax Rolls	\$ (77,938.62)	
LAIF Interest	\$ 15,418.70	
Voided Checks/Reissues	\$ 211.38	
	<u>\$ 162,320.43</u>	\$ -

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

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

City of Colfax
Cash Transactions Report - July 2022

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 3,229,391.41	\$ 214,915.97	\$ (210,770.34)	\$ 3,233,537.04
Fund: 120 - Land Development Fees	\$ 180,389.29	\$ -	\$ (20,677.35)	\$ 159,711.94
Fund: 200 - Cannabis Application	\$ 7,983.99	\$ 9,691.00	\$ -	\$ 17,674.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 3,417,764.69	\$ 224,606.97	\$ (231,447.69)	\$ 3,410,923.97
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 117,157.00	\$ -	\$ -	\$ 117,157.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 789,592.43	\$ 28,928.86	\$ (16,346.20)	\$ 802,175.09
Fund Type: 1.14 - General Fund - Restricted	\$ 930,066.69	\$ 28,928.86	\$ (16,346.20)	\$ 942,649.35
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 202 - ARPA American Rescue Plan Act	\$ 74,165.85	\$ 239,747.45	\$ -	\$ 313,913.30
Fund: 210 - Mitigation Fees - Roads	\$ 141,082.88	\$ 408.16	\$ -	\$ 141,491.04
Fund: 211 - Mitigation Fees - Drainage	\$ 5,398.12	\$ 9.78	\$ -	\$ 5,407.90
Fund: 212 - Mitigation Fees - Trails	\$ 74,990.81	\$ 135.87	\$ -	\$ 75,126.68
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 192,048.55	\$ 347.94	\$ -	\$ 192,396.49
Fund: 214 - Mitigation Fees - City Bldgs	\$ 101,305.69	\$ 183.54	\$ -	\$ 101,489.23
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,124.97	\$ 40.09	\$ -	\$ 22,165.06
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,312.63	\$ 78.47	\$ -	\$ 43,391.10
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ -	\$ -	\$ -
Fund: 250 - Streets - Roads/Transportation	\$ 36,945.64	\$ -	\$ (31,008.38)	\$ 5,937.26
Fund: 253 - Gas Taxes	\$ 28,448.16	\$ 4,180.88	\$ (1,304.98)	\$ 31,324.06
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 162,147.95	\$ 3,933.02	\$ -	\$ 166,080.97
Fund: 270 - Beverage Container Recycling	\$ 19,115.24	\$ 34.64	\$ -	\$ 19,149.88
Fund: 280 - Oil Recycling	\$ 3,769.09	\$ 6.83	\$ -	\$ 3,775.92
Fund: 290 - SB1383 Implementation Grant	\$ 20,214.00	\$ 12.21	\$ -	\$ 20,226.21
Fund: 292 - Fire Department Capital Funds	\$ 93,336.90	\$ 169.10	\$ -	\$ 93,506.00
Fund: 342 - Fire Construction - Mitigation	\$ 75,838.78	\$ 137.40	\$ -	\$ 75,976.18
Fund: 343 - Recreation Construction	\$ 75,839.25	\$ 137.40	\$ -	\$ 75,976.65
Fund: 367 - SB2 - Planning Grant	\$ (51,098.07)	\$ -	\$ (1,936.30)	\$ (53,034.37)
Fund: 376 - Downtown Streetscape	\$ (2,470.50)	\$ 961.38	\$ (3,580.76)	\$ (5,089.88)
Fund: 378 - Zoning Code Update	\$ (1,478.05)	\$ -	\$ (1,694.35)	\$ (3,172.40)
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 1,115,037.89	\$ 250,524.16	\$ (39,524.77)	\$ 1,326,037.28
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,629,100.50	\$ 176,083.66	\$ (214,338.76)	\$ 1,590,845.40
Fund: 561 - Sewer Liftstations	\$ 748,005.48	\$ 26,326.67	\$ (38,692.28)	\$ 735,639.87
Fund: 563 - Wastewater Treatment Plant	\$ 937,371.92	\$ 74,335.70	\$ (754.60)	\$ 1,010,953.02
Fund: 564 - Sewer Connections	\$ 443,017.95	\$ -	\$ -	\$ 443,017.95
Fund: 575 - WWTP Construction Grant	\$ (320,570.49)	\$ -	\$ (50,599.83)	\$ (371,170.32)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (9,784.71)	\$ -	\$ -	\$ (9,784.71)
Fund: 585 - LS #5 Force Main Repairs	\$ -	\$ -	\$ (27,407.00)	\$ (27,407.00)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,427,140.65	\$ 276,746.03	\$ (331,792.47)	\$ 3,372,094.21
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 1,528.22	\$ 625.54	\$ -	\$ 2,153.76
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 1,528.22	\$ 625.54	\$ -	\$ 2,153.76
Grand Totals:	\$ 8,798,916.80	\$ 781,431.56	\$ (619,111.13)	\$ 8,961,237.23

Check Register Report

3B

July 2022 Checks Processed

Date: 08/10/2022

Time: 1:50 pm

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58287	07/08/22	Reconciled		07/31/22	03141	CALPERS	UNFUNDED LIABILITY	12,195.00
58288	07/11/22	Reconciled		07/31/22	1161	49ER WATER SERVICES	WWTP TESTING MAY 2022	1,641.00
58289	07/11/22	Reconciled		07/31/22	01413	ALLIANT INSURANCE SERVICES,	AUTO COVERAGE FY 22/23	3,360.00
58290	07/11/22	Reconciled		07/31/22	01766	AT&T MOBILITY	CITY CELL PHONES	760.04
58291	07/11/22	Reconciled		07/31/22	03121	CALIFORNIA BUILDING	GREEN FEES Q4 FY 21/22	22.50
58292	07/11/22	Reconciled		07/31/22	03141	CALPERS	HEALTH PREMIUMS JULY 2022	8,989.75
58293	07/11/22	Reconciled		07/31/22	03141	CALPERS	UNFUNDED LIABILITY	3,157.00
58294	07/11/22	Reconciled		07/31/22	3469	CIVIC PLUS	MUNICODE SUPPORT	225.00
58295	07/11/22	Reconciled		07/31/22	07591	COLFAX GREEN MACHINE	3RD OF JULY EVENT DEPOSIT REF	100.00
58296	07/11/22	Printed			3128	CRAIGHEAD LIVING TRUST	3RD OF JULY PARADE DEPOSIT REF	100.00
58297	07/11/22	Printed			04532	DIVISION OF STATE ARCHITECT	SB1186 FEES Q4 FY 21/22	112.40
58298	07/11/22	Reconciled		07/31/22	14859	GHD INC.	ENG SVCS MAY 2022	16,541.25
58299	07/11/22	Reconciled		07/31/22	7560	GRAHAM, ADRIENNE	WWTP ENVIRONMENTAL APR 2022	9,163.83
58300	07/11/22	Reconciled		07/31/22	07570	GRAINGER	WWTP SAFETY CABINET	789.46
58301	07/11/22	Reconciled		07/31/22	07570	GRAINGER	WWTP SUPPLIES	69.10
58302	07/11/22	Reconciled		07/31/22	07570	GRAINGER	WWTP SUPPLIES	685.62
58303	07/11/22	Reconciled		07/31/22	7578	GREAT BASIN POWER	CANCELLED BUS LICENSE APP	120.50
58304	07/11/22	Reconciled		07/31/22	08660	HUNT AND SONS, INC.	FUEL	603.27
58305	07/11/22	Reconciled		07/31/22	8661	HYDROCOMPLIANCE	MONTHLY QSP SVCS JUNE 2022	1,800.00
58306	07/11/22	Reconciled		07/31/22	12101	LAFCO	LAFCO FEES FY 22/23	2,301.71
58307	07/11/22	Reconciled		07/31/22	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	928.50
58308	07/11/22	Reconciled		07/31/22	14356	NORTHERN CALIFORNIA GLOVE	PW EARPLUGS	27.31
58309	07/11/22	Reconciled		07/31/22	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JULY 2022	10,389.68
58310	07/11/22	Reconciled		07/31/22	16192	PLACER COUNTY DOCUMENT	PG&E TAGS	237.63
58311	07/11/22	Reconciled		07/31/22	03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS FY 22/23	6,323.00
58312	07/11/22	Reconciled		07/31/22	3581	PLACER COUNTY LIBRARY	EVENT DEPOSIT REFUND	100.00
58313	07/11/22	Reconciled		07/31/22	16821	PSOMAS	WWTP SOLAR CONST MAN MAY 2022	16,724.75
58314	07/11/22	Reconciled		07/31/22	16040	PURCHASE POWER	POSTAGE REFILL	543.49
58315	07/11/22	Reconciled		07/31/22	18295	RETAIL STRATEGIES	JULY 2022 ECONOMIC DEV CONSULT	10,000.00
58316	07/11/22	Reconciled		07/31/22	18900	SACRAMENTO AREA COUNCIL OF	ANNUAL MEMBERSHIP DUES	800.00
58317	07/11/22	Reconciled		07/31/22	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q2 2022	75.00
58318	07/11/22	Reconciled		07/31/22	01790	SIERRA OFFICE PRODUCTS	STMT 7/1/22	144.65
58319	07/11/22	Reconciled		07/31/22	19319	SOLACE GRAPHICS	SIGNAGE	150.00
58320	07/11/22	Reconciled		07/31/22	19743	WILL STOCKWIN	COLFAX CONN EDITING JULY 2022	300.00
58321	07/11/22	Reconciled		07/31/22	21560	US BANK CORPORATE PMT SYSTEM	STMT 6/22/22	2,586.58
58322	07/11/22	Reconciled		07/31/22	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JUNE 2022	6,863.75
58323	07/11/22	Reconciled		07/31/22	22134	VISION QUEST	TECH SUPPORT SUPPLIES JUNE 202	1,066.73
58324	07/11/22	Reconciled		07/31/22	22134	VISION QUEST	TECH SUPPORT AUG 2022	1,854.80
58325	07/11/22	Reconciled		07/31/22	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	374.07
58326	07/11/22	Reconciled		07/31/22	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JUNE 2022	2,081.50
58327	07/18/22	Reconciled		07/31/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	15.00
58328	07/11/22	Reconciled		07/31/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	30.00
58329	07/22/22	Printed			1161	49ER WATER SERVICES	QUARTERLY LINER TESTING	2,339.00
58330	07/22/22	Printed			01414	ALHAMBRA & SIERRA SPRINGS	WATER	83.92
58331	07/22/22	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JUNE 22	7,560.00
58332	07/22/22	Printed			03401	CHOICE BUILDER	PREMIUMS AUG 2022	340.68
58333	07/22/22	Printed			3425	CINTAS	UNIFORM SVCS JUNE 2022	1,364.24
58334	07/22/22	Printed			03460	CITY OF ROSEVILLE	SEWER SMART FY 22/23	560.00

Check Register Report

3B

July 2022 Checks Processed

Date: 08/10/2022

Time: 1:50 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58335	07/22/22	Printed			3565	COMFORT PLUMBING SYSTEMS	CORP YARD PLUMBING RPR	300.00
58336	07/22/22	Reconciled		07/31/22	03650	CRANMER ENGINEERING, INC.	LANDFILL MONITORING JUNE 2022	3,930.00
58337	07/22/22	Printed			04592	DACOMM	WWTP INTERNET	99.95
58338	07/22/22	Printed			05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	8,245.03
58339	07/22/22	Printed			7798	G&T TRUCK REPAIR	TRACTOR RPR	405.00
58340	07/22/22	Printed			14859	GHD INC.	ENG SVCS JUNE 2022	14,737.00
58341	07/22/22	Printed			07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
58342	07/22/22	Printed			07465	GOLD MINER PEST CONTROL	STATION 37 PEST CONTROL	74.00
58343	07/22/22	Printed			07465	GOLD MINER PEST CONTROL	FIRE STATION 36 PEST CONTROL	74.00
58344	07/22/22	Printed			07465	GOLD MINER PEST CONTROL	WWTP PEST CONTROL	95.00
58345	07/22/22	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS JUNE 2022	348.00
58346	07/22/22	Reconciled		07/31/22	12551	LOCAL GOVERNMENT COMMISSION	STREETSCAPE CONSULTING JUNE	3,580.76
58347	07/22/22	Printed			12564	LORANG BROTHERS CONSTRUCTION	LS 5 FORCE MAIN RPR JUNE 2022	25,270.00
58348	07/22/22	Reconciled		07/31/22	18400	NAPA AUTO PARTS	SUPPLIES	156.07
58349	07/22/22	Printed			14307	NEXGEN ASSET MANAGEMENT	WWTP GRANT ASSET MAN	4,550.00
58350	07/22/22	Reconciled		07/31/22	16035	PG&E	ELECTRICITY	17,191.44
58351	07/22/22	Printed			16040A	PITNEY BOWES	POSTAGE SUPPLIES	63.80
58352	07/22/22	Printed			16140	PLACER COUNTY AIR POLLUTION	LS 5 GENERATOR PERMIT	1,996.89
58353	07/22/22	Printed			16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL MONITORING Q4 21/22	820.00
58354	07/22/22	Printed			16052	PLACEWORKS	GEN PLAN/HOUSING ELEM JUNE 202	1,323.45
58355	07/22/22	Reconciled		07/31/22	16821	PSOMAS	WWTP SOLAR GRANT JUNE 2022	8,175.00
58356	07/22/22	Printed			18295	RETAIL STRATEGIES	AUG 2022 ECONOMIC CONSULTANT	5,000.00
58357	07/22/22	Printed			19037	SAFE SIDE SECURITY	WWTP SECURITY JULY 2022	95.00
58358	07/22/22	Printed			19037	SAFE SIDE SECURITY	WWTP SECURITY	47.50
58359	07/22/22	Reconciled		07/31/22	19278	SERGEANT, PHIL	2022 BOOT ALLOWANCE	144.78
58360	07/22/22	Void	08/02/22		19797	SWANA	LEGISLATIVE TASK FORCE 22/23	0.00
58361	07/22/22	Reconciled		07/31/22	21105	UNICO ENGINEERING	ARCO INSPECTIONS JUNE 2022	9,311.40
58362	07/22/22	Printed			21130	UNION PACIFIC RAILROAD CO	101 RAILROAD PARKING LEASE	5,000.00
58363	07/22/22	Reconciled		07/31/22	21131	UNION PACIFIC RAILROAD COMPANY	LAND LEASE FY 22/23	250.00
58364	07/22/22	Reconciled		07/31/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL CELL PHONE	228.24
58365	07/22/22	Reconciled		07/31/22	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.42
58366	07/22/22	Reconciled		07/31/22	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	61.87
58367	07/22/22	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	112.71
58368	07/22/22	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	438.57
58369	07/22/22	Printed			18883	WAXIE SANITARY SUPPLY	DOG WASTE BAGS	71.31
58370	07/22/22	Printed			23451	WOOD RODGERS	INSTRUMENTATION SURVEY JUNE	1,025.00
58371	07/22/22	Printed			23451	WOOD RODGERS	WWTP CONST GRANT JUNE 2022	5,586.25
58372	07/25/22	Reconciled		07/31/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	30.00
58373	07/29/22	Printed			01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	74.23
58374	07/29/22	Printed			30034	CORYELLE, CAROLYN	REIMB OF OFFICE SUPPLIES	128.33
58375	07/29/22	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE AUG 2022	444.96
58376	07/29/22	Printed			06406	FIREWORX FARMS	REFUND OF UNUSED LAND DEV DEP	1,930.54
58377	07/29/22	Printed			08086	HBE RENTALS	CHIPPER RENTAL	300.00
58378	07/29/22	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 7/21/22	60.02
58379	07/29/22	Printed			08660	HUNT AND SONS, INC.	FUEL	618.13
58380	07/29/22	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JUNE 2022	2,749.05
58381	07/29/22	Printed			12209	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES	661.00

Check Register Report

3B

July 2022 Checks Processed

Date: 08/10/2022

Time: 1:50 pm

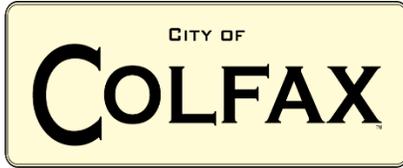
Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58382	07/29/22	Printed			14307	NEXGEN ASSET MANAGEMENT	WWTP ASSET MAN	4,600.00
58383	07/29/22	Printed			16300	PCWA -PLACER COUNTY	WATER	2,882.08
58384	07/29/22	Printed			16161	PLACER COUNTY EXECUTIVE OFFICE	FIRE SVCS Q4 21/22	18,750.00
58385	07/29/22	Printed			16202	PLACER COUNTY OES FISCAL UNIT	CIVIL DEFENSE FY 21/22	241.09
58386	07/29/22	Printed			18407	RIGHT STRIPING	DOWNTOWN STRIPING	3,499.82
58387	07/29/22	Printed			19070	SCORE - SMALL CITIES ORGANIZED	LIABILITY FY 22/23 WC Q1 FY 23	145,880.65
58388	07/29/22	Printed			19391	SIERRA MEDICAL PARTNERSHIP	NEW HIRE PHYSICAL	215.00
58389	07/29/22	Printed			19650	STATE BOARD OF EQUALIZATION	Q4 FY 21/22 SALES TAX	27.00
58390	07/29/22	Printed			20092	THUMBLER	PUBLIC OUTREACH RETENTION	600.00
58391	07/29/22	Printed			21452	URSU, EMMANUEL	PLANNING SVCS JUNE 2022	15,068.90
58392	07/29/22	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
58393	07/29/22	Printed			23450	WINNER CHEVROLET, INC.	PW VEHICLE MAINTENANCE	101.58

Total Checks: 107	Checks Total (excluding void checks):	454,545.43
Total Payments: 107	Bank Total (excluding void checks):	454,545.43
Total Payments: 107	Grand Total (excluding void checks):	454,545.43



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, August 10, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 CLOSED SESSION

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

Closed Session was reconvened to 5:30pm.

1B. Meeting reconvened at 5:36 pm.

Councilmember Fatula recused himself.

1C. Public Comment was received from Adam Clark, Annie Clark, Tom Swick and Rose Swick.

1D. **Closed Session:**

(a) Conference with legal counsel – existing litigation pursuant to Government Code Section 54956.9(d)(1): ColfaxNet vs City of Colfax, United States District Court for the eastern District of California Case Number 2:19-cv-02167-WBS-CKD.

2 OPEN SESSION

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

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

2B. **No 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.

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 28-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

3B. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 6/22/2022.

3C. **December 2021 Storms – California Disaster Assistance Act (CDAA) Funding**

Recommendation: Adopt Resolution 29-2022 approving the designation of the City Manager as an authorized agent to execute and request disaster /grant funding.

3D. **Sheriff Contract Amendment #7**

Recommendation: Adopt Resolution 30-2022 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. **Cash Summary – June 2022**

Recommendation: Accept and File.

3F. **Quarterly Investment Report – Quarter ended 06/30/2022**

Recommendation: Accept and File.

By **MOTION**, approve the consent calendar.

MOTION made by Mayor Pro Tem Mendoza and seconded by Councilmember Lomen, and unanimously approved.

4 AGENCY REPORTS

- 4A. **Placer County Sheriff Office** – Deputy Tannarome spoke about crime statistics and Colfax beat coverages.
- 4B. **CHP** – Public Information Officer Chris Nave spoke about statistics, DUI’S, and paving projects happening.
- 4C. **Placer County Fire/CALFIRE** – Fire Chief Brian Estes stated that the Bear River Fire Report was complete and finalized and could be released to members of the public through the Public Records Act process by going to www.fire.ca.gov. Battalion Chief Jeff Loveless provided an update on current events and the recent fires.
- 4D. **Non-Profits** – Connie Heilaman with the Chamber of Commerce described a recent ribbon cutting ceremony at DC Solar and an upcoming mixer at Lighthouse Realty. Foxey McCleary promoted the VFW Breakfast, the American Legion meetings on Thursdays at 5:30 and the Art Walk and Car Cruises on the 3rd Fridays of the month from 4 – 8pm.
Cindy Gustafson, Chair of the Placer County Board of Supervisors spoke about Caltrans repaving, high levels of debris on the roadway and stated it was National Break Safety Awareness Month.

5 PRESENTATION

- 5A. **Presentation by Cindy Gustafson, Chair of the Placer County Board of Supervisors Colfax Winter Storm Heroes** – Recipients were presented their awards.
- 5B. **Presentation by Fred and Reene Abbott 2022 Colfax Railroad Days** – Fred Abbott provided an overview of the event and answered questions from Council. The Colfax Railroad Days’ requested a \$2,500 donation for the event and Council entertained the item.
By **MOTION**, approve the Colfax Railroad Day’s request for a \$2,500 donation.
MOTION made by Mayor Pro Tem Mendoza and seconded by Councilmember Fatula, and unanimously approved.

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. **Ordinance Amending Colfax Municipal Code Section 17.112.180 I4 Regulating Time Limits for Posting Election Campaign Signs**
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 scheduled for August 24, 2022, to be effective 30 days after adoption. City Attorney, Alfred “Mick” Cabral presented the item. No public testimony was provided.
By **MOTION**, approve the Item 6A.
MOTION made by Councilmember Fatula and seconded by Councilmember Ackerman, and unanimously approved.

6B. Village Oaks Tentative Subdivision Map – Extension August 14, 2023

Recommendation: Adopt Resolution 31-2022 approving a one-year extension of the Village Oaks Vesting Tentative Subdivision Map to August 14, 2023 – Item was presented by Planning Director, Emmanuel Ursu who modified the extension to two-years. The applicant Eric Straus spoke about the project and housing market conditions. No public testimony was provided.

By **MOTION**, approve the Item 6B with the two-year extension.

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

7. PUBLIC COMMENT

Foxy McCleary proposed an Angel Wings Mural project to attract visitors. Tim Dion requested time to meet with Council. Diane Greene stated she would like to also attend meetings with Tim Dion. Lisa Strange with the California Department of Insurance provided information about actions residents could take to keep their homes safer from wildfires and provided information about the California Low Cost Auto Insurance Program. Shirley Kuhns Alexander stated that the City's former Public Works Director, David Woodford, who served Colfax for more than 30 years passed away. A moment of silence was observed.

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

Councilmember Fatula promoted the City's Oil Recycling Program and encouraged Colfax residents to use the 5 gallon oil recycling container and oil filter recycling containers. Mayor Burruss provided an update on the Sacramento Area Council of Governments (SACOG) receiving a 5 million dollar grant and explained the implications and effects of a Sacramento Citizen Initiated Sales Tax Measure if it passes.

8B. City Operations Update – City Manager – City Manager, Wes Heathcock shared that a PSPS Station was installed in town with 3 megawatt generators and thanked PG&E and Brandon Sanders. He stated staff is in negotiation with the Regional Board to increase the \$5.5M construction grant. The additional funding could be between \$3-5M. He also explained that the City made an agreement with Project Go to provide assistance with a one time overdue sewer bill. Residents can go to www.csd.ca.gov to get more information and to see if they qualify.

9. COUNCIL BUSINESS**9A. Parking on Narrow Streets**

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. – City Attorney Alfred "Mick" Cabral presented the item and Council discussed having a simple, enforceable and complaint-based ordinance that would be brought forward at the next meeting.

10. GOOD OF THE ORDER

Councilmember Fatula advertised the Foodbank in Alta at the Sierra First Baptist Church that happens every Thursday from 10am to noon.

11. ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:39 pm. Respectfully submitted to City Council this 24th day of August, 2022.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE AUGUST 24, 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: Waive the second reading and adopt Ordinance 548, an Ordinance of the City of Colfax Amending Colfax Municipal Code Section 17.112.180 I 4 Regulating Time Limits For Posting Election Campaign Signs.

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. 548

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 10th day of August, 2022, and passed and adopted at a duly held regular meeting of the City Council held on the 24th day of August, 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. 548

**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.

2022 ANNUAL MOSQUITO AND VECTOR UPDATE

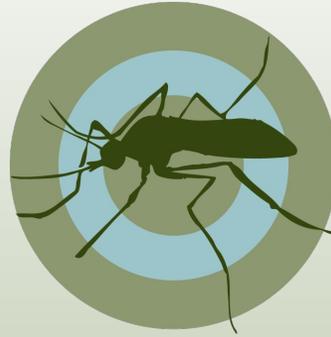
Jake Hartle, Assistant Manager



PLACER
MOSQUITO
& VECTOR
CONTROL
DISTRICT

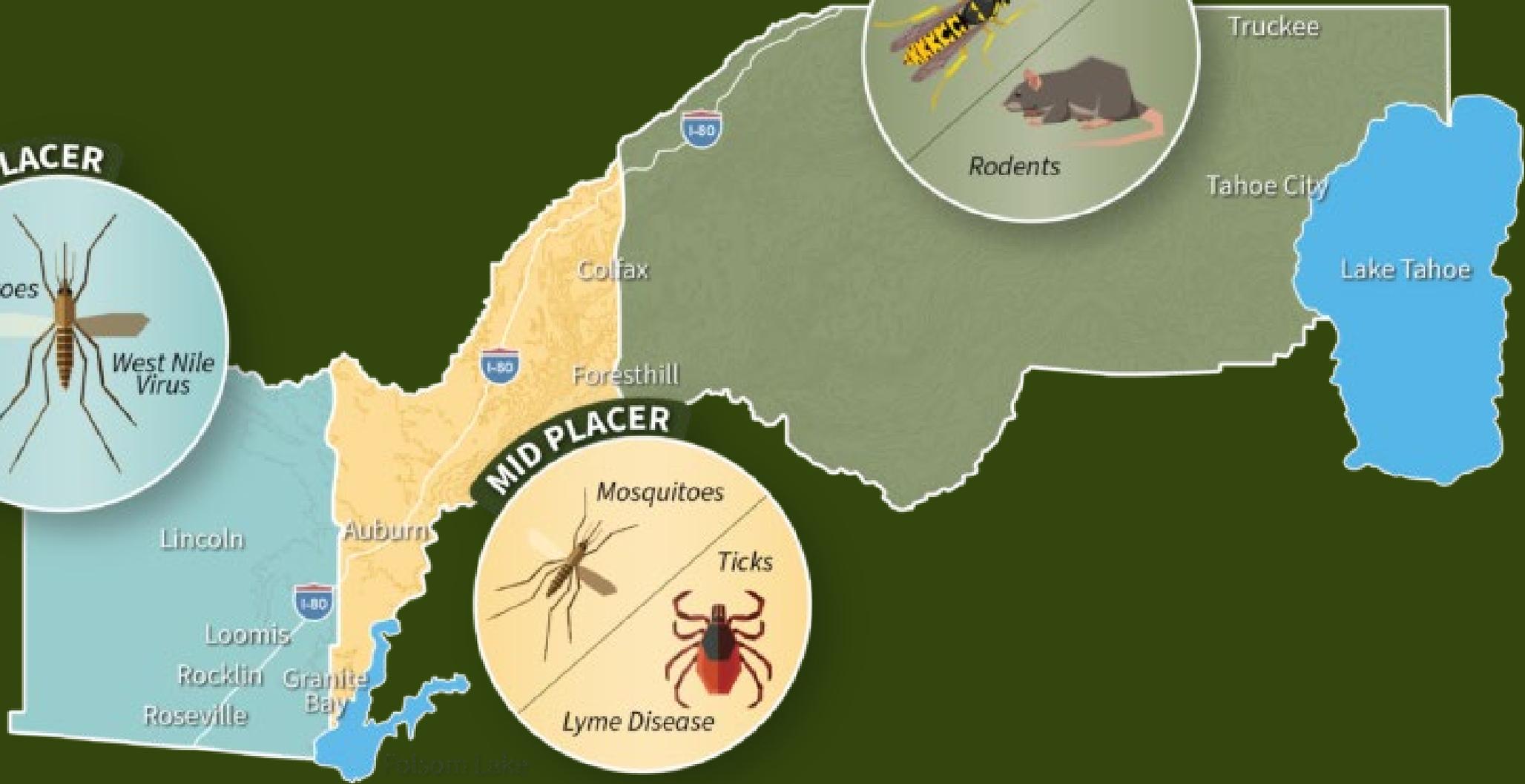
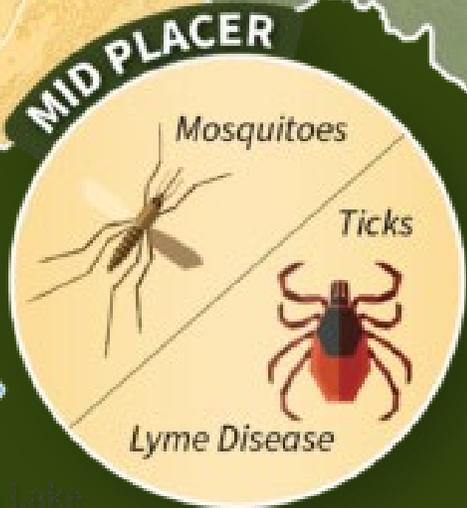
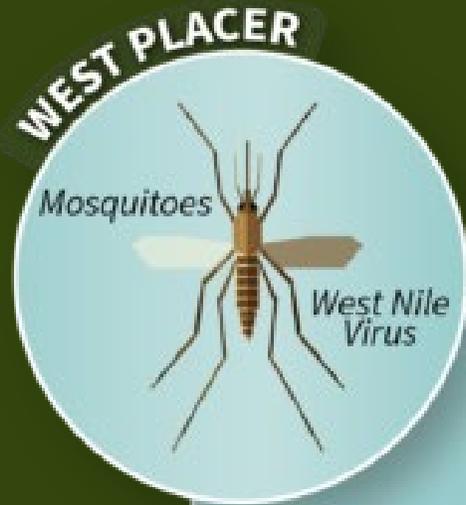
Who We Are

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

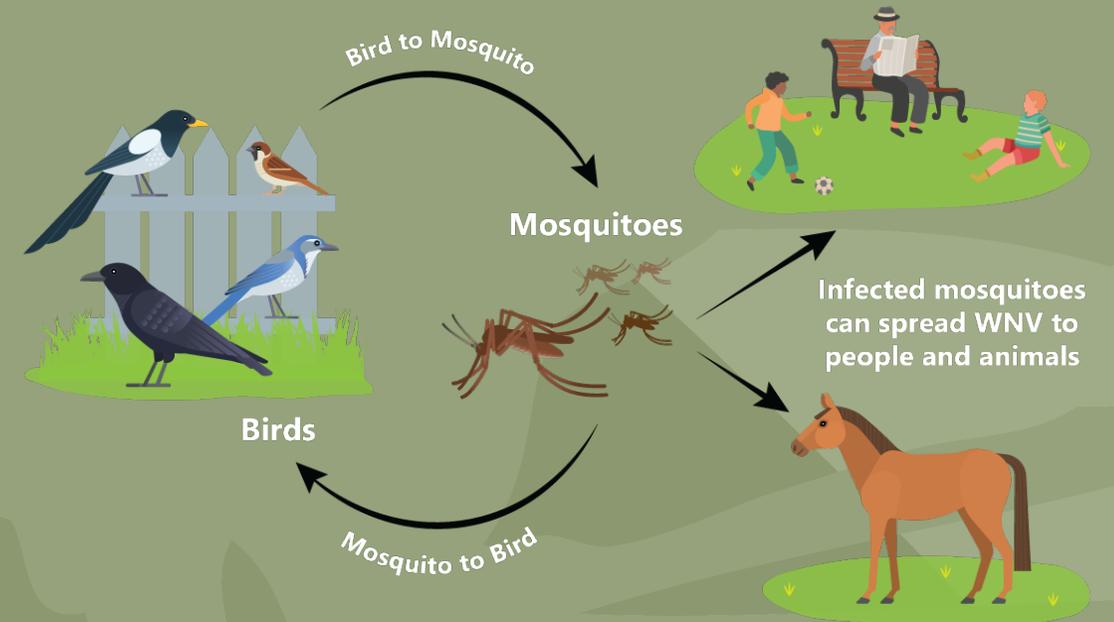
To effectively and efficiently manage the risks from vectors and vector-borne disease in order to protect public health and quality of life in Placer County.



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

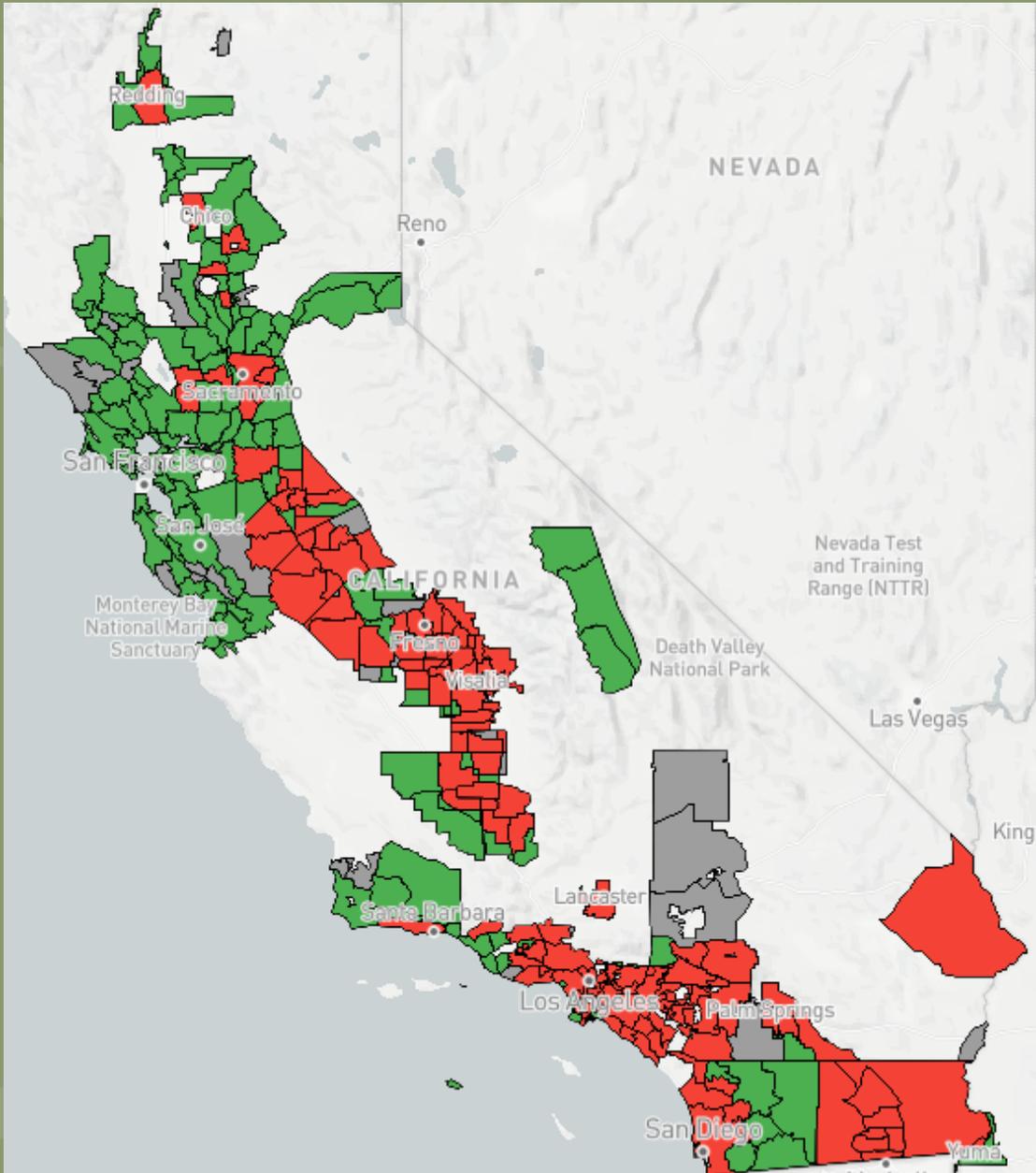
What You Can Do

- 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

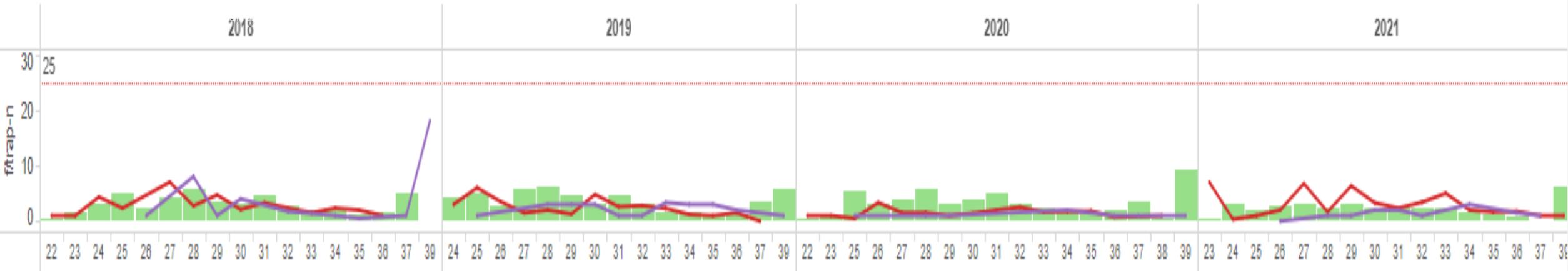


- 2013 - first detected in Fresno.
- 2015 - found in Los Angeles and several other areas of Southern California
- 2018 - spread throughout Southern San Joaquin valley and Los Angeles
- 2019 - detected in Southern Placer and Northern Sacramento Counties
- 2021 - detected in at least 7 areas in in the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

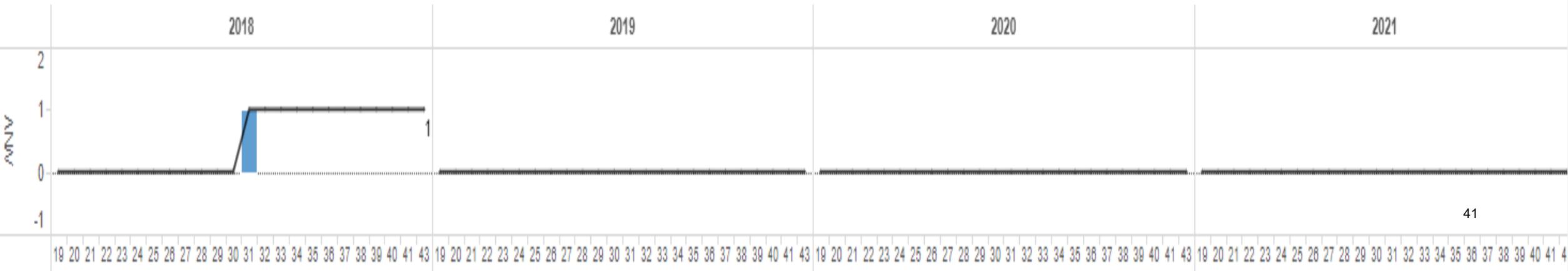
WNV Mosquito Outlook for 2022 – East

WNV Mosquitoes – Culex tarsalis, Culex pipiens

Z 5,6



WNV Positive Dead birds

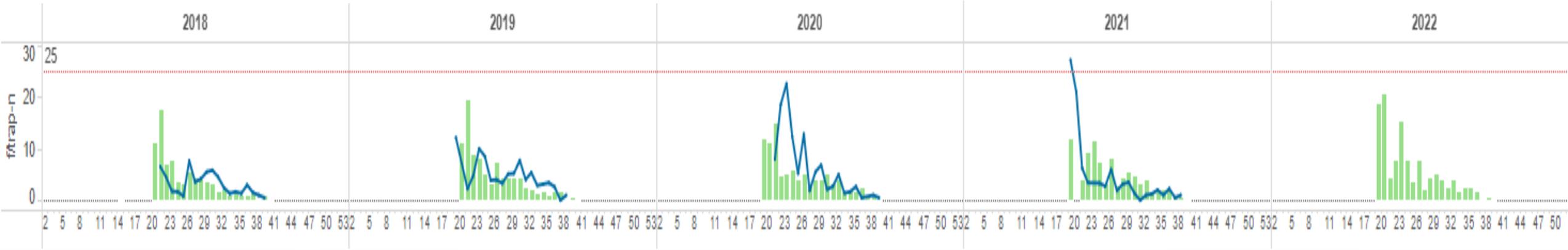


41

Nuisance Mosquito Outlook– East

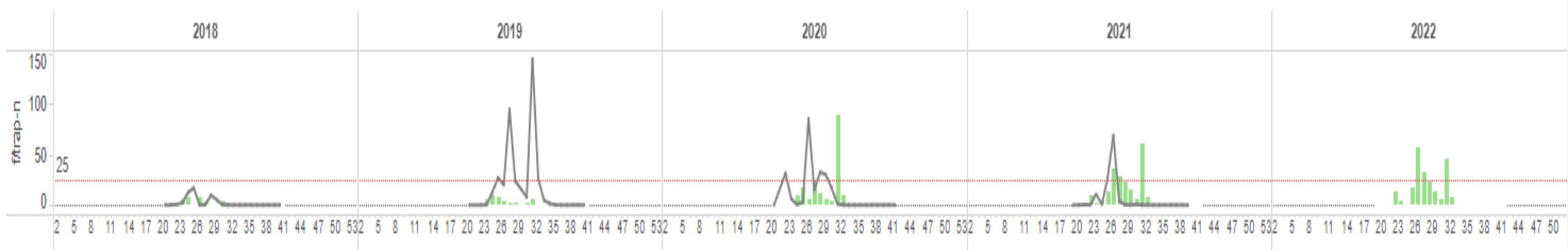
Treehole Mosquitoes: *Aedes sierrensis*

Z 5,6



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

Z 5,6



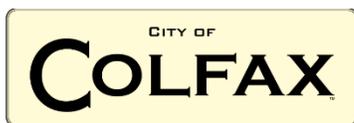
Mosquito Outlook for 2022

- 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.



Contact us!

placermosquito.org
@placermosquito
(916) 380-5444



Staff Report to City Council

FOR THE AUGUST 24, 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 10.16.080 By Adding Subsection 10.16.080 C To Authorize Restricting Or Prohibiting Parking On Narrow Streets.

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Introduce the proposed ordinance by title only, waive the first reading and schedule the proposed ordinance for a second reading, public hearing and adoption at the next regular City Council meeting currently scheduled for September 14, 2022, to be effective 30 days after adoption.

Summary/Background

The proposed ordinance, if adopted, will authorize the City Engineer, with prior Council approval, to prohibit parking on streets when the width of the roadway does not exceed 20 feet, and to prohibit parking on one side of a street when the width of the roadway does not exceed 30 feet. All narrow streets upon which parking is restricted or prohibited will be designated by official signs or markings.

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. On August 10, 2022, Council directed staff to bring forward an ordinance to that effect for consideration by Council and the public.

The language presented at the August 10 meeting has been slightly modified. At Council’s request, the words “stop, stand” have been deleted from the second sentence so it now reads, in relevant part, “no persons shall park a vehicle upon any such street in violation of any such sign or marking.” In the second line of the first sentence, the phrase “restricted or” has been added to allow the City Engineer, with Council approval, to designate areas in which parking is restricted but not necessarily prohibited. The specific changes from the August 10 language present to Council are indicated in red below:

“The City Engineer, with prior approval of the City Council, is hereby authorized to place signs or markings indicating **restricted or** 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.”

Allowing restricted parking as opposed to no parking at all will permit the City Engineer to consider creative ways to regulate parking on narrow streets without prohibiting it altogether.

If this ordinance is adopted as drafted, the City Engineer will not have authority to restrict or prohibit parking on any narrow street until approval is given by the City Council. It is anticipated that the City Engineer will

make recommendations to the City Council for consideration at a public meeting, that members of the public will be allowed to comment on the City Engineer's recommendations, and that signs restricting or prohibiting parking on narrow streets will not be erected unless and until the Council approves doing so.

The Colfax Municipal Code vaguely addresses regulation of parking 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 restrict or 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 or prohibit 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.

The language of this draft ordinance is simple, but the effect can be profound. There are many streets within City limits that fall within the roadway widths that will be subject to restriction or prohibition if this ordinance is adopted. Ideally, cooperation between neighbors residing on narrow streets should minimize the need for formal restriction, prohibition and enforcement. Where neighborhood cooperation is not adequate, however, Council will have to decide whether to impose and enforce the authority this ordinance provides for.

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.

CITY OF COLFAX

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF COLFAX AMENDING COLFAX MUNICIPAL
TITLE 10, CHAPTER 10.16 BY ADDING SUBSECTION 10.16.080 C TO AUTHORIZE
RESTRICTING OR PROHIBITING PARKING ON NARROW STREETS**

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

Section 1:

Colfax Municipal Code Title 10, Chapter 10.16, Section 10.16.080 is hereby amended by adding Subsection 10.16.080 C 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 24th day of August, 2022, and passed and adopted at a duly held regular meeting of the City Council held on the 14th day of September, 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 TITLE 10, CHAPTER 10.16 BY ADDING SUBSECTION 10.16.080 C TO AUTHORIZE RESTRICTING OR PROHIBITING PARKING ON NARROW STREETS

Section 1. Colfax Municipal Code Title 10, Chapter 10.16, Section 10.16.080 is hereby amended by adding Subsection 10.16.080 C to read as follows:

“C. The City Engineer, with prior approval of the City Council, is hereby authorized to place signs or markings indicating restricted or 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 park a vehicle upon any such street in violation of any such sign or marking.”

Section 2. The remainder of Colfax Municipal Code Title 10, Chapter 10.16 shall remain in full force and effect. If any of the provisions of Colfax Municipal Code Chapter 10.16 are inconsistent with the provisions of this Ordinance, then this Ordinance and the provisions hereof shall control any inconsistent interpretation.