

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Sean Lomen · Mayor Pro Tem Caroline McCully Councilmembers Trinity Burruss · Kim Douglass · Larry Hillberg

REGULAR MEETING AGENDA

March 12, 2025 Regular Session 6:00 PM Simultaneous Teleconference Locations:

4940C Allison Parkway, Vacaville, CA 95688 Call 530-278-5467 for Entry

You may access the meeting and address the Council by the following means:

ZOOM at

https://us02web.zoom.us/j/84968570574

Dial in by calling one of the numbers listed below and enter the Webinar ID: 849 6857 0574

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468
View Only on 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 OPEN SESSION

- 1A. Call Open Session to Order
- 1B. Pledge of Allegiance
- 1C. Roll Call
- 1D. 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.

1E. Statement of Conflict of Interest

2 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

2A. Minutes Pages 4-7

Recommended Action: By Motion, approve the Colfax City Council minutes of 2/26/2025.



2B. New Sidewalk Repair Maintenance and Liability Ordinance

Pages 8-18

Recommended Action: Conduct a second reading and adopt the attached Ordinance adding section 12.24 to the Colfax Municipal Code, to be effective 30 days after adoption.

2C. Notice of Completion for the CDBG Road Rehabilitation Project

Pages 19-23

Recommended Action: Adopt Resolution ___-2025 authorizing the City Manager to execute and record a Notice of Completion for the CDBG Road Rehabilitation Project.

2D. City Projects Report

Pages 24-28

Recommended Action: Review and Comment.

*** End of Consent Calendar ***

3 AGENCY REPORTS

- **3A.** Placer County Sheriff's Office
- 3B. California Highway Patrol
- 3C. Placer County Fire Department/CALFIRE
- 3D. Non-Profits

4 PRESENTATIONS

4A. Sacramento Area Council of Governments (SACOG) Presentation of their 2025 Blueprint

Pages 29-51

Recommended Action: Receive Presentation.

5 PUBLIC HEARING (NONE)

6 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 five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) 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.

7 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.

- 7A. Committee Reports and Colfax Informational Items All Councilmembers
- 7B. City Operations Update City Manager

8 COUNCIL BUSINESS

8A. Fiscal Year 2024-2025 Mid-Year Operating Budget Review

Pages 52-58

Recommended Action: Review Fiscal year 2024-2025 mid-year budget report and approve budget amendments.

8B. Economic Development Support Budget Review

Pages 59-66

Recommended Action: Receive report and provide direction to staff.



- **8C. FEMA home Hardening/Defensible Space 4Leaf Inc. Agreement for Services***Recommended Action: Adopt Resolution __-2025 Authorizing the City Manager to execute an agreement with 4 Leaf Inc. in the amount of \$2,039,215.00 to perform Environmental and Historical Preservation Review (Phase I/II) and Program management for Home Hardening (Phase III).
- **8D.** Sierra Vista Community Center Funding Request Farm-to-Table Dinner Event Pages 97-99

 Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to donate \$500.00 to the Sierra Vista Community Center Farm-to-Table Dinner Event.
- **8E. Digital Billboard Photography Contest Recommended Action:** Review and decide upon the winning photograph to be displayed on the digital billboards.
- 8F. Discuss the temporary improvements for final consideration prior to beginning installation of long-term equipment Outdoor Dining Area North Main St Recommended Action: Discuss and give direction.

9 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.

9A. Public Comment on Good of the Order

Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.

10 <u>CLOSED SESSION</u> (NONE)

11 <u>ADJOURNMENT</u>

I, Amanda Ahre, 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/



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.

LEVINE ACT WARNING: In certain instances, parties, participants, and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308, California Code of Regulations Sections 18438.1 through 18438.8, and Fair Political Practices Commission Opinion 0-22-002. All parties, participants, and their agents are hereby directed to review these sections for compliance. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity.

City Council Minutes



Regular Meeting of Colfax City Council

Wednesday, February 26, 2025

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

OPEN SESSION

1

- 1A. Call Open Session to Order Mayor Lomen called the Open Session to order at 6:01 p.m.
- **1B. Pledge of Allegiance** Harry Anderson lead the Pledge of Allegiance.
- 1C. Roll Call

Present: Councilmember Burruss, Councilmember Douglass, Councilmember Hillberg, Mayor Pro Tem

McCully, Mayor Lomen

Absent:

1D. Approval of Agenda Order

MOTION made by Mayor Pro Tem McCully to approve the agenda order, seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT:

1E. Statement of Conflict of Interest – No conflicts were identified by the Council or the public.

2 CONSENT CALENDAR

2A. Minutes

Recommended Action: By Motion, approve the Colfax City Council minutes of 2/12/2025.

2B. Cash Summary – January 2025

Recommended Action: Accept and File.

2C. City Project Report

Recommended Action: Review and Comment.

MOTION made by Councilmember Burruss to approve the consent calendar, Seconded by Mayor Pro Tem McCully, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT:

3 Agency Reports

- **3A.** Placer County Sheriff's Nothing new to report.
- **3B. CHP** Nothing new to report.
- **Placer County Fire/CALFIRE** Division Chief Ryan Woessner presented the recently released changes to the fire hazard severity zone map for Placer County.

3D. Non-Profits – Erin Newington with the Historic Colfax Downtown Association, presented the Council with the idea of proclaiming April as Art month. She has requested to bring this item back to Council for a formal presentation.

Nicole Lescher, the Garden Liaison for the SVCC, presented a request for funds for the Farm-To-Table event this summer.

4 PRESENTATION

4A. Placer County Water Agency (PCWA) Project Updates

Recommended Action: Receive Presentation.

Doug York, Associate Engineer for PCWA, gave an informational presentation on upcoming Shady Glen Consolidation and Colfax Water Treatment Plant replacement projects in Colfax.

5 **PUBLIC HEARING**

5A. New Sidewalk Repair Maintenance and Liability Ordinance

Recommended Action: Introduce the proposed ordinance by title only, conduct a public hearing to adopt a Sidewalk Repair ordinance, waive the first reading and schedule the proposed ordinance for a second reading and adoption at the next regular City Council meeting currently scheduled for March 12, 2025, to be effective 30 days after adoption.

City Planner Kathy Pease gave a brief overview of the Council requested changes to this ordinance.

Mayor Lomen opened the Public Hearing.

Residents Mike, Bill Bean, Dave Stoeckle, Harry Anderson, and Zach LaFerrier spoke about concerns over the sidewalks already being in poor repair and now forcing homeowner to fix them at their expense, concerns over ADA standards, and have requested longer grace periods for sidewalks to be repaired once homeowners are notified of a problem.

Deborah Frankle thanked the City for clarifying City trees vs. homeowner trees.

Mayor Lomen closed the Public Hearing.

Council discussed this ordinance further, with Councilmember Burruss sharing history of the sidewalk improvement act of 1911 and the revision in 1941.

MOTION made by Councilmember Burruss to waive the first reading and schedule the proposed ordinance for a second reading and adoption at the March 12, 2025 Council meeting, seconded by Mayor Pro Tem McCully, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES: ABSTAIN: ABSENT:

6 PUBLIC COMMENT

Deborah Frankle reminded everyone of the Historic Colfax Downtown Association meeting tomorrow, and requested for Council to consider rescheduling the Public Workshop on the outdoor seating area that is currently scheduled for 2/28/25.

Christine McNabb, owner of Bloomin' Mountain Flowers, also requested the public workshop scheduled for 2/28/2025 to be rescheduled.

City Clerk, on behalf of Mike Costa, Principal Transportation Planner for PCTPA, informed the public of a Short-Range Transit Plan survey that is available at www.pctpa.net/coa-srtp.

7 <u>COUNCIL AND STAFF</u>

7A. Committee Reports and Colfax Informational Items – All Councilmembers.

Councilmember Douglass attended a presentation from Recology on recycling, and also attended the first Colfax Trivia Night.

Councilmember Hillberg invited everyone to support the Colfax High School Girls Varsity Basketball at their sectionals play off at Golden One Center on 2/28/2025. He also requested for the Public Workshop to be rescheduled to maintain transparency between Council and the Public.

Councilmember Burruss attended a PCTPA meeting, and would also like to put an Ad Hoc motion on the floor to reschedule the Public Workshop scheduled for 2/28/2025.

Mayor Pro Tem McCully attended a SACOG meeting, Heritage Park meeting, and Air District Control meeting, and reminded everyone the next Colfax Trivia night is scheduled for 3/11/2025.

Mayor Lomen attended a LAFCO meeting, informed that Colfax is coming up for an ambulance service review, and reminded that tomorrow is a Fire Safe Council meeting. He also stated that the Public Workshop for the Outdoor Dining area scheduled for 2/28/2025 will be cancelled and rescheduled for a different date.

7B. City Operations Update – City Manager

City Manager Walker evaluated a building to be demolished at the Skatepark location, inspected the storm drains, in the process with an agreement with a Geo Company to do surveying to find out why the water is still coming up under Culver St, meeting to discuss algae project. Public works did roof maintenance at the Sheriff's depot. Roundabout sign discussion to use the downtown as an image for the sign.

8 <u>COUNCIL BUSINESS</u>

8A. Farmer's Market Funding Request

Recommended Action: Adopt Resolution 6-2025 authorizing the City Manager to provide \$2,500.00 in funding to the SVCC Farmer's Market.

Jennifer Mullin, manager of the SVCC Farmer's Market, gave an overview of her donation request.

Erin Newington with the Historic Colfax Downtown Association stated how important the Farmer's market is to the Downtown.

Council discussed.

MOTION made by Councilmember Burruss to adopt Resolution 4-2025, seconded by Councilmember Hilberg, and approved by the following vote:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES: ABSTAIN: ABSENT:

9 GOOD OF THE ORDER

Councilmember Douglass attended Coffee and Conversations.

Councilmember Hillberg had nothing to report.

Councilmember Burruss encouraged everyone to support the Colfax High School Girls Varsity Basketball team this Friday at Golden One Center at 2pm. She requested staff to obtain copies of the 12th edition book of Robert's Rules of Orders for all of Council.

Mayor Pro Tem would like to honor community achievements with digital billboard spots.

Mayor Lomen brought up the concerns of water on Culver St.

9A. Public Comment on Good of the Order

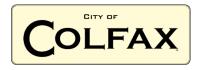
Resident Mike talked about the underground sand cave that could be the problem with the water on Culver St.

10 <u>CLOSED SESSION</u> (NONE)

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Pro Tem McCully adjourned the meeting, by motion and without objection at 8:00 p.m. Respectfully submitted to City Council this 12th day of March, 2025.

Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE MARCH 12, 2025, REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager

Prepared by: Kathy Pease, AICP, Planning Consultant

Subject: New Sidewalk Repair Maintenance and Liability Ordinance

Budget Impact Overview:

N/A: Funded: $\sqrt{}$ Amount: Fund(s):

RECOMMENDED ACTION: Conduct a second reading and adopt the attached Ordinance adding section 12.24 to the Colfax Municipal Code, to be effective 30 days after adoption.

Summary/Background

This is a adoption of a Municipal Code amendment to add a new section 12.24, which will clarify that it will be the responsibility of the property owner to maintain sidewalks abutting their property and identify instances when it is city responsibility.

Discussion

The responsibility of an owner to maintain sidewalks is found in the California Streets and Highways Code Section 5610 (see Attachment 4), which establishes adjacent property owner's obligation to repair a defective sidewalk. The State Legislature also adopted this in 1935 with the approval of Assembly Bill 1194, which provided for maintenance of sidewalks by adjacent property owners. This proposal by the City is simply to clarify existing responsibilities.

This item was discussed at the December 11, 2024 meeting, the January 12, 2025, meeting, and the February 26, 2026 meeting. Residents expressed concern regarding the costs to repair, and the obligation. However, Council stated that this is an existing state obligation, and this ordinance actually benefits residents by identifying where the city would be obligated to do repairs. The intent is to provide flexibility in responding to repairs, and the city will work with property owners to identify solutions.

Fiscal

This action has minimal impact on the City's General Fund as a result of this amendment. The City of Colfax has limited staff and General Fund resources available to make sidewalk repairs without a revenue source. This amendment would be consistent with the State Highways code, that repairs are the responsibility of the abutting property owner, except in certain instances where city responsibility is outlined.

Environmental Review

The City of Colfax finds that adoption of this ordinance does not constitute a project under the California Environmental Quality Act (CEQA), and further sidewalk repair would qualify for a Class 1 Existing Facilities exemption (Cal. Code Title 14 Section 15301) (repair, maintenance or minor alteration of an existing structure).

1

Sidewalk Repair Maitenance and Liability Ordinance

Attachments

- 1. Chapter 12.24 Ordinance
- 2. California Streets and Highway Code requiring owners to repair sidewalks

Chapter 12.24

SIDEWALK REPAIR, MAINTENANCE AND LIABILITY

12.24.010	Definitions
12.24.020	Owner's Duty to Repair Defective Sidewalk
12.24.030	Enforcement
12.24.040	Civil Liability for Injuries
12.24.050	Indemnity
12.24.060	Purpose
12.24.070	Notice to Repair
12.24.080	Service of Notice
12.24.090	Contents of Notice
12.24.100	Time for Commencement and Completion of Repairs by Owner
12.24.110	Failure to Make Required Repairs
12.24.120	Payment
12.24.130	Assessing Costs of Sidewalk Repairs Upon Nonpayment of Invoice
12.24.140	Lien Protest Process
12.24.160	Hearing And Decision
12.24.170	Appeal

12.24.010 Definitions

As used in this chapter, the terms listed below shall have the meaning assigned them:

"City Tree" means any woody plant which is growing within the public right-of-way along a City street and has a trunk four inches or more in diameter at four and one-half feet above normal ground level.

"Defective sidewalk" means a sidewalk where, in the judgment of the director, the vertical or horizontal line or grade is altered or displaced or such other condition exists that interferes with the public convenience in the use of the sidewalk.

"Director" means the Public Works Director or designee. "Director" shall have the same meaning as the terms "Superintendent of Streets" and "City Engineer" as those terms are used in the Streets and Highways Code, Division 7, Part 3, Chapter 22, as amended or renumbered.

"Good Faith Effort" means Owner's diligent and honest effort to take deliberate action to obtain cost estimates and a timeline for and work and repair.

"Lot," "lots," or "portion of a lot" mean a parcel of real property located within the City of Colfax fronting any portion of a public street, alley or other place where a sidewalk exists. When used in connection with the words, "fronting the defective sidewalk" or variation thereof, it shall refer to the property in front of or along the side of the defective sidewalk.

"Owner" means a person owning a lot (residential, commercial, industrial) or portion of a lot within the City of Colfax which fronts any portion of a public street, alley or other place where a sidewalk exists.

"Private Tree" means a tree whose trunk is completely outside of the City right-of-way.

"Repair" means elimination of a defective sidewalk by repair, removal, or replacement of all or a portion of the existing sidewalk.

"Sidewalk" includes a parking place or parking strip maintained in the area between the property line and the street line and also includes curbing, bulkheads, retaining walls or other works for the protection of any sidewalk or of any such parking place or parking strip.

"Standards of Repair:" Over 99 percent of the sidewalk area shall be free of vertical misalignments greater than ¼ inch, horizontal cracks greater than ¾ inch, or spalled areas greater than ½-inch. Repair may include grinding, crack filling and patching.

12.24.020 Owner's duty to repair defective sidewalk.

A. An Owner shall maintain and repair any defective sidewalk fronting such Owner's lot, lots or portion of a lot. Where a defective sidewalk is caused in whole or in part by a tree root or roots, the Owner shall nevertheless have the duty to repair the sidewalk. The Director may grant permission to cut the root(s) after consulting an arborist.

B. For properties on corner lots which may have an increased burden (e.g., more than one sidewalk; American with Disabilities Act (ADA) requirements for special ramps/treatment), sidewalk repair will be evaluated on a case-by-case basis, and the Director may waive the requirement to repair.

C. The City will evaluate "sidewalks to nowhere" on a case-by-case basis. For sidewalks that are in remote areas or that do not provide meaningful connections, the Director may waive the requirement to repair.

D. For sidewalks on hillsides that are substantially separated from the adjacent sidewalk, the City shall evaluate requirements for repair on a case-by-case basis at the discretion of the Director.

E. Notwithstanding the foregoing, if the Owner believes that damage to the sidewalk was caused by a City Tree, the Owner shall so notify the Director in writing. If the Director determines that all or a portion of the damage to the sidewalk was caused solely by a City Tree, the City shall repair the damage to the sidewalk caused by the City Tree.

- F. Notwithstanding the foregoing, if the Owner believes that the damage to the sidewalk was caused by the City, the owner shall so notify the Director. If the Director determines that all or a portion of the damage to the sidewalk was caused solely by the City, the City shall repair the damage to the sidewalk caused by the City.
- G. Nothing in this sections alters or affects the liabilities and duties described in sections 12.24.040 and 12.24.050 of this chapter, as amended or renumbered.
- **12.24.030** Enforcement. The Director shall enforce this chapter and establish criteria and specifications for each type of repair. The Director's criteria and specifications are in addition to those specified in section 12.24.010 of this Chapter.

12.24.040 Civil liability for injuries.

Each Owner required by Section 12.24.020 to repair a defective sidewalk shall owe a duty to members of the public to keep and maintain the sidewalk area in a non-defective condition. If, as a result of the failure of any Owner to maintain or repair the sidewalk as required by Section 12.24.020, any person suffers injury or property damage, the property Owner shall be liable to such person for the resulting injury or damage.

12.24.050 Indemnity.

An Owner shall defend and indemnify the city and its employees and consultant staff from any action, claim, or judgment, and any cost or expense incurred, including attorneys' fees, which arise from the Owner's failure to maintain and repair the sidewalk as required in Section 12.24.020. Nothing in this section creates an obligation on an Owner to defend or indemnify the City from any action, claim or judgment to the extent any employee or instrumentality of the City caused the defective sidewalk which resulted in the claimant's injuries or damage.

12.24.060 Purpose of chapter.

It is the purpose of this chapter to provide sidewalk repair procedures which are alternative and supplementary to the procedures set forth in the California Streets and Highways Code, Division 7, Part 3, Chapter 22, commencing at Section 5600, as those sections now exist or may hereafter be amended or renumbered. The City, in each instance, may follow the procedure set forth in the Streets and Highways Code or those set forth in this chapter, or some combination thereof.

12.24.070 Notice to repair.

When the Director has actual notice of the existence of a defective sidewalk, the Director shall give written notice to the Owner of the lot, lots or portion of the lot fronting the defective sidewalk, to repair the defective sidewalk. The Director may also give notice to the person in possession of the lot, lots or portion of the lot, in addition to the notice given to the Owner.

12.24.080 Service of notice.

The notice to repair shall be served on the Owner by any of the following methods:

A. Personal service of a copy of the notice on the Owner;

- B. Mailing the notice to the Owner by first class mail, postage prepaid, to the address of the Owner as set forth on the last equalized assessment roll;
- C. Personal service of a copy of the notice on the person in possession of the lot, lots or portion of the lots, fronting the defective sidewalk, if a copy of the notice so served is also mailed to the Owner in accordance with subsection B of this section; or
- D. Posting the notice in a conspicuous place at the lot or lots fronting the defective sidewalk, if a copy of the notice so posted is also mailed to the Owner in accordance with subsection B of this section.

If the notice is served on the Owner by mail, the Director shall, not more than thirty (30) days after the mailing of the initial notice to repair, mail to the Owner in the same manner an additional notice to repair, marked "second notice," containing the same information set forth in the initial notice.

12.24.090 Contents of notice.

The notice to repair shall, at a minimum, contain the following information:

- A. That the sidewalk is a defective sidewalk;
- B. The nature of the work required to be done;
- C. The manner in which the work is to be done, including the specifications required by the City as to materials and workmanship;
- D. If after 90 days, and a good faith effort has been made to work with the property owner on a solution, or if the repair is not commenced within the time specified in this chapter, or once commenced is not completed diligently and without interruption, the Director shall immediately commence and complete the repair and the cost thereof shall become a lien on the lot or lots of the Owner, fronting the defective sidewalk;
- E. That the Owner may elect to perform the repairs him or herself, have the work performed by a licensed contractor, or have the work performed by the City, through a contractor selected by the City or with City employees with reimbursement by the property Owner;
- F. An agreement, in a form established by the Director, which sets forth the election of the Owner and the City's requirements with respect to the manner in which the repairs must be performed.

12.24.100 Time for commencement and completion of repairs by Owner.

- A. The Owner shall commence the repairs required by the notice to repair within ninety (90) days after the Owner elects either to perform the repairs as outlined in Section 12.24.090 E, or within ninety (90) days after service of the second notice, whichever occurs first. Once commenced, the repairs shall be completed diligently and without interruption.
- B. The City may grant time extension(s) on a case-by-case basis if a good faith effort has been made toward repairing the sidewalk.

12.24.110 Failure to make required repairs.

It is the City's intent to work with property owners and provide flexible solutions. If, after notice to repair has been served, the Owner fails to make the repairs required by the notice within the time set forth in this chapter or fails to respond and execute the agreement, the Director shall, within a reasonable period of time, cause the City to make the required repairs, and the cost shall be negotiated with the Owner, via payment installment plan, or voluntarily placed by the Owner of the payment on the tax rolls, and if all else fails then a lien on the lot or lots of the Owner fronting the defective sidewalk.

12.24.120 Payment for repairs.

- A. The Owner is responsible for paying the cost of all work provided by the City in connection with the repair of a defective sidewalk, including administrative and inspection costs, upon receipt of an invoice from the City.
- B. If the Owner has not provided payment thirty (30) days after receipt of an invoice for the work provided by the city for repair of a defective sidewalk, the Finance Department may initiate proceedings to make the cost of the work performed by the City a special assessment against the parcel(s) of property fronting the repaired sidewalk(s).
- C. Notwithstanding any contrary provision of this chapter or the California Streets and Highways Code, if the Owner demonstrates to the reasonable satisfaction of the Director that payment of the cost of repair of the defective sidewalk will constitute a severe financial hardship on the Owner, then no action shall be taken to collect the repair cost provided that the Owner enters into an agreement to pay the costs on terms acceptable to the Director. This could include a request for installment payments, or a request for the amount to be added voluntarily to the property's tax rolls as a special assessment on the lot. The Director may enter into and execute the agreement for the City. If the Owner fails to perform the agreement, then the City shall have the right to collect the costs in the amount then owing after ten (10) days' written notice is given to the Owner. This remedy shall be in addition to any other remedies at law or in equity which the City may have.

12.24.130 Assessing costs of sidewalk repairs upon nonpayment of invoice.

- A. If the Owner has not provided payment thirty (30) days after receipt of an invoice for the work provided by the City for repair of a defective sidewalk, the Director may initiate proceedings to make the cost of the work performed by the City a special assessment against the parcel(s) of property fronting the repaired sidewalk(s).
- B. The Director shall issue a notice of special assessment to all Owners who fail to pay for the work provided by the City for repair of a defective sidewalk. This notice shall provide a process for the Owner to dispute the amount due with City staff; set forth a due date for payment; and provide a process for the Owner to obtain a hearing before a lien hearing officer appointed by the City Manager.

C. In order for the Owner to obtain a hearing before the City Council, the Owner must first protest the charges with City staff. The notice shall be mailed to the address of the Owner as shown on the last equalized assessment roll or such other address of the Owners as may be known to the City. The notice shall set the date and time by which the objection or protest shall be filed with the Director. No objection or protest received after that date and time shall be considered.

12.24.140 Lien protest process.

A protest must be submitted in writing by way of personal delivery, email, fax, or mail. City staff will investigate the protest, and at the conclusion of the City staff resolution process, a "finding of facts" letter will be prepared and mailed to the Owner. If the Owner disagrees with City staff findings, he or she may request a formal hearing before the City Council.

12.24.150 Notice of hearing.

The Director shall cause notice of the hearing to be mailed to an Owner who requests a hearing. Notice shall be mailed not less than ten (10) days prior to the date of the hearing. The notice shall be mailed to the address of the Owner as shown on the last equalized assessment roll or such other address of the Owner as may be known to the Finance Department.

12.24.160 Hearing and decision.

At the time fixed for consideration of the protest, the City Council shall hear the matter from City staff, together with any objections and evidence of the Owner(s) liable to be assessed for the cost of repair or reconstruction. The City Council following a public hearing may make revisions, corrections, or modifications of the matter as they deem just, and City staff shall submit the report (as revised, corrected or modified) to the City Finance staff for adjustment and/or collection. The Finance Department shall send the results of the hearing to the protesting Owner by first class mail and shall include the date and time of the public hearing to be held by the City Council. The decision of the City Council on all protests or objections shall be final and conclusive.

Upon confirmation of the report by the City Council, the sidewalk repair costs contained therein shall constitute a special assessment against the property fronting the repaired sidewalk(s). Thereafter, such assessment may be collected at the same time and in the same manner as ordinary secured property taxes are collected and shall be subject to the same penalties and the same procedures of sale as provided for delinquent ordinary secured property taxes. The assessments shall be subordinate to all existing special assessment liens previously imposed upon the property and paramount to all other liens except those for state, county and municipal taxes with which it shall be upon parity. The lien shall be continued until the assessment and all interest and penalties due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of secured property taxes shall be applicable to such special assessments.

The validity of any assessment made under the provisions of this title shall not be contested in any action or proceeding unless the same commences within thirty (30) days after the assessment is confirmed by the City Council.

Item 2B



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STREETS AND HIGHWAYS CODE - SHC

DIVISION 7. THE IMPROVEMENT ACT OF 1911 [5000 - 6794] (Division 7 added by Stats. 1941, Ch. 79.) PART 3. PERFORMING THE WORK [5100 - 5954] (Part 3 added by Stats. 1941, Ch. 79.) CHAPTER 22. Maintenance of Sidewalks [5600 - 5630] (Chapter 22 added by Stats. 1941, Ch. 79.)

ARTICLE 2. Repairs [5610 - 5618] (Article 2 added by Stats. 1941, Ch. 79.)

The owners of lots or portions of lots fronting on any portion of a public street or place when that street or place sate is improved or if and when the area between the property line of the adjacent property and the street line is maintained as a park or parking strip, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas save and except as to those conditions created or maintained in, upon, along, or in connection with such sidewalk by any person other than the owner, under and by virtue of any permit or right granted to him by law or by the city authorities in charge thereof, and such persons shall be under a like duty in relation thereto.

(Added by Stats. 1941, Ch. 79.)

When any portion of the sidewalk is out of repair or pending reconstruction and in condition to endanger persons still or property or in condition to interfere with the public convenience in the use of such sidewalk, the superintendent of streets shall notify the owner or person in possession of the property fronting on that portion of such sidewalk so out of repair, to repair the sidewalk.

(Added by Stats. 1941, Ch. 79.)

Notice to repair may be given by delivering a written notice personally to the owner or to the person in 1812, possession of the property facing upon the sidewalk so out of repair, or by mailing a postal card, postage prepaid, to the person in possession of such property, or to the owner thereof at his last known address as the same appears on the last equalized assessment rolls of such city or to the name and address of the person owning such property as shown in the records of the office of the clerk.

(Added by Stats. 1941, Ch. 79.)

The postal card shall contain a notice to repair the sidewalk so out of repair, and the superintendent of streets saiz, shall, immediately upon the mailing of the notice, cause a copy thereof printed on a card of not less than 8 inches by 10 inches in size, to be posted in a conspicuous place on the property. In lieu of posting a copy of the mailed notice on the property as provided in this section, the superintendent of streets may, not less than seven days nor more than 10 days after the mailing of the first postal card notice, mail an additional postal card, postage prepaid, marked "Second Notice," to the person to whom the first postal card notice was addressed. The second notice shall otherwise contain the material required by this article, but shall not extend the time for commencing repairs specified in Section 5614.

(Amended by Stats. 1969, Ch. 211.)

The notice shall particularly specify what work is required to be done, and how it is to be done, and what materials shall be used in the repair and shall further specify that if the repair is not commenced within two weeks after notice is given and diligently and without interruption prosecuted to completion, the superintendent of streets shall make such repair, and the cost of the same shall be a lien on the property.

(Amended by Stats. 1953, Ch. 798.)

The legislative body may adopt a resolution determining that bonds shall be issued and assessments collected 2014.1. and enforced pursuant to Part 5 of this division. In such event, the notice to repair shall specify that bonds shall be issued to represent the security of the unpaid assessments, payable over a period of not to exceed six years, and shall further recite a maximum rate of interest to be paid on the indebtedness, which shall not exceed 7 percent a year, payable semiannually.

(Amended by Stats. 1968, Ch. 986.)

If the repair is not commenced and prosecuted to completion with due diligence, as required by the notice, the ^{2B} sussuperintendent of streets shall forthwith repair the sidewalk. Upon the written request of the owner of the property facing the sidewalk so out of repair, as ascertained from the last equalized assessment roll of the city, or as shown in the records of the office of the clerk, the superintendent may repair any other portion of the sidewalk fronting on the property that is designated by the owner. The superintendent shall have power to prescribe the form of the written request. The cost of repair work done by request pursuant to this section shall be a part of the cost of repairs for which, pursuant to this chapter, subsequent notices are given, hearings held and assessment and collection procedures are conducted.

(Amended by Stats. 1963, Ch. 648.)

Upon the completion of the repair, the superintendent of streets shall cause notice of the cost of the repair to be satisfy the manner specified in this article for the giving of notice to repair, which notice shall specify the day, hour and place when the legislative body will hear and pass upon a report by the superintendent of streets of the cost of the repair together with any objections or protests, if any, which may be raised by any property owner liable to be assessed for the cost of such repair and any other interested persons. If bonds are to be issued, the notice shall also contain the information required by Section 5614.1.

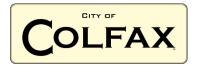
(Amended by Stats. 1967, Ch. 615.)

Upon the completion of the repair, the superintendent of streets shall prepare and file with the legislative body a street specifying the repairs which have been made, the cost of the repairs, a description of the real property in front of which the repairs have been made and the assessment against each lot or parcel of land proposed to be levied to pay the cost thereof. Any such report may include repairs to any number of parcels of property, whether contiguous to each other or not.

(Added by Stats. 1941, Ch. 79.)

Upon the day and hour fixed for the hearing the legislative body shall hear and pass upon the report of the still superintendent of streets, together with any objections or protests which may be raised by any of the property owners liable to be assessed for the work of making such repair and any other interested persons. Thereupon the legislative body may make such revision, correction or modifications in the report as it may deem just, after which, by motion or resolution, the report as submitted, or as revised, corrected or modified, shall be confirmed. The legislative body may adjourn the hearings from time to time. The decisions of the legislative body on all protests and objections which may be made, shall be final and conclusive.

(Added by State. 1941, Ch. 79.)



Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ronald Walker, City Manager Prepared by: Carl Moore, City Engineer

Subject: Notice of Completion for CDBG Road Rehabilitation Project

Budget Impact Overview:

 $N/A: \sqrt{ }$ Funded: Un-funded: Amount: Fund(s):

RECOMMENDED ACTION: Adopt Resolution ___-2025 authorizing the City Manager to execute and record a Notice of Completion for the CDBG Road Rehabilitation Project.

Summary/Background

In October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, which includes the approved grant amount of \$3,482,644.00 with a city match requirement of \$572,065.

The project scope included adjusting utilities to grade, removing utilities, replacing concrete curb & gutter and sidewalk, roadway excavation, placing hot mix asphalt concrete (AC) and aggregate base, placing AC dike, installing storm drainage, placing striping, construction area signs, and traffic control system for the following streets: Culver St. from Church St. to Grass Valley St., Church St. from Culver St. to Rising Sun St., Pleasant St. from Depot St. to the water plant road, School St, S. Forest Hill St. from E. Oak St. to Vista Ave., Pine St., and the intersection of Culver St. and W. Oak St.

On December 5, 2023 the CDBG Road Rehabilitation Project was advertised to bid with bid responses due on January 18, 2024 at 3:00 P.M. The city received six bids for the construction of the project with Hansen Bros. Enterprises determined to be the lowest responsible and responsive bidder in the amount of \$1,729,104.00.

City streets/road funds including Road Mitigation Fees (Fund 210), RSTBG/SB1 (Fund 258), and CDBG Street Improvement Project (Fund 358) expense categories are outlined in the chart below.

Project Cost

Description	Original	Actual Expenses	
	Approved Budget		
Grant Writing, Admin, Implementation	\$ 0.00	\$ 0.00	
Topographic Surveying	\$ 0.00	\$ 35,462.00	
Geotechnical	\$ 0.00	\$ 33,844.93	
Engineering/Design	\$ 374,323.00	\$ 379,045.54	
General Admin City	\$ 15,000.00	\$ 2,733.68	
General Admin Consultant	\$ 75,000.00	\$ 75,000.00	
Labor Compliance	\$ 96,700.00	\$ 60,000.00	
Construction	\$ 3,119,363.00	\$ 1,750,260.88	
Contingency (15%)	\$ 0.00		
Construction Management and Inspection	\$ 374,323.00	\$ 134,481.00	
Construction Testing	\$ 0.00	\$ 16,800.00	
Retention		\$ 194,390.55	
Total Project Costs	\$ 4,054,709.00	\$ 2,682,868.58	

Funding Source	<u>Budget</u>	Committed Amount	Remaining Amount	
City Match	\$ 572,065.00	\$ 432,712.82	\$ 139,352.18	
CDBG	\$ 3,482,644.00	\$ 2,243,818.26	\$ 1,238,825.74	
Totals	\$4,054,709.00	\$ 2,676,531.08	\$ 1,378,177.92	

Conclusions and Findings

A preconstruction meeting took place on April 30th with substantial completion on August 20, 2024. The contractor returned to the City in October/November to address minor issues identified by the project inspector and the work was deemed complete by City staff and representatives on November 19th. City staff recommends that City Council accept the CDBG Road Rehabilitation Project as complete and direct the City Clerk to file a Notice of Completion with the Placer County Recorder.

Attachments:

- 1. Resolution ___-2025
- 2. Notice of Completion
- 3. Resolution 08-2024

City of Colfax City Council

Resolution № ___ - 2025

AUTHORIZING THE CITY MANAGER TO EXECUTE AND RECORD A NOTICE OF COMPLETION FOR THE CDBG ROAD RREHABILITATION PROJECT.

WHEREAS, in October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, which includes the approved grant amount of \$3,482,644.00; and,

WHEREAS, on December 5, 2023 the CDBG Road Rehabilitation Project was advertised to bid and responses were due January 18, 2024. The city received six bids for the construction of the project. Staff reviewed the bids and determined that the bidders were responsible and submitted responsive bids. The city received the following bids, with Hansen Bros. Enterprises determined to be the lowest responsible and responsive bidder in the amount of \$1,729,104.00; and,

WHEREAS, On December 5, 2023 the CDBG Road Rehabilitation Project was advertised to bid through the Auburn Journal, the City's website, City Hall, and CIPList.com website. Bid responses were due January 18, 2024 at 3:00 P.M. The city received six bids for the construction of the project; and,

WHEREAS, Hansen Bros. Enterprises was determined to be the lowest responsible and responsive bidder in the amount of \$1,729,104.00; and,

WHEREAS, Hansen Bros Enterprises was awarded the project with substantial completion on August 20, 2024 and final completion on November 19th, 2024; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute and record a Notice of Completion for the CDBG Road Rehabilitation Project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 12th of March 2025 by the following vote of the Council:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sean Lomen, Mayor
ATTEST:	2
	_
Amanda Ahre, City Clerk	

Recording requested by (name): City of Colfax	
When recorded mail to and mail tax statements to: City of Colfax	
PO Box 702	_
Colfax, CA 95713	_
	_
	Recorder's Use Only

No Fee Per Gov Code § 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:		
1. That the interest or estate stated in paragraph 3 here	in in the real property herein described is owned	l by
the City of Colfax		
		<u>,</u>
2. That the full name and address of the owner of said i	•	
and addresses of all the co-owners who own said intere there is more than one owner, are set forth in the precedent	•	nts, or otherwise, if
3. That the nature of the title of stated owner, or if more	than one owner, then of the stated owner and c	o-owners is:
Municipal corporation	(e.g. fee leasehold, joint tenancy, etc	:.) .
Municipal corporation 4. That on the 19th day of November	_, 20 <u>24</u> , a work of improvement on the real p	roperty herein
described was completed.		
5. That the name of the original contractor, if any, for sa	iid work of improvement was: McGuire and He	ster
		·
6. That the name and address of the transferor is: N/A	 .	
7. The 4th and annual transit information of the standing	Also Oike of Oalford	Country of
7. That the real property herein referred to is situated in	. —	_, County of
Placer , State of California		la a a a a t Ot
Roadway improvements to portions of the following School St., and S. Forest Hill St.	g streets: Pine St., Cuiver St., Church St., P	leasant St.,
Date: March 12, 20_25	City of Colfax	
Date. <u>Walci 12</u> , 20 <u>20</u>	Owner	
	By Ron Walker	
VE	Owner's Agent RIFICATION	
· -	, state: I am the <u>City Manager, Authorized A</u>	gent
("Owner", "President", "Authorized Agent", "Partner", etc. have read said Notice of Completion and know the conte I declare under penalty of perjury under the laws	.) of the owner identified in the foregoing Notice ents thereof; the same is true of my own knowled	of Completion. I
Executed on March 12 , 20 25 (date), at 1	City of Colfax (City), CA	_ (State).
	Signature of Owner or Owner's Authorized Agent	

City of Colfax

City Council

Resolution № 8- 2024

AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH HANSEN BROS. ENTERPRISES IN THE AMOUNT OF \$1,729,104.00 WITH A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$1,988,470.00 FOR THE CDBG ROAD REHABILITATION PROJECT

WHEREAS, in October 2023, the city was notified of the CDBG Grant award letter, dated 10/27/2023, which includes the approved grant amount of \$3,482,644.00; and,

WHEREAS, on December 5, 2023 the CDBG Road Rehabilitation Project was advertised to bid through the Auburn Journal, the City's website, City Hall, and CIPList.com website. Bid responses were due January 18, 2024 at 3:00 P.M. The City received six bids for the construction of the project. Staff reviewed the bids and determined that the bidders were responsible and submitted responsive bids; and,

WHEREAS, Hansen Bros. Enterprises was determined to be the lowest responsible and responsive bidder in the amount of \$1,729,104.00; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax awards and authorizes the City Manager to execute a construction contract with Hansen Bros. Enterprises for \$1,729,104.00 with a 15% contingency for a total not to exceed amount of \$1,988,470.00.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th of February 2024 by the following vote of the Council:

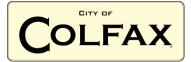
AYES: Burruss, Hillberg, McCully, Lomen, Douglass

NOES: ABSTAIN: ABSENT:

Kim A. Douglass Mayor

ATTEST:

Amy Lind Interim City Clerk



Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: City Projects Report

Budget Impact Overview:

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

RECOMMENDED ACTION: Review and Comment.

Summary/Background

The following is a list of projects, by department, that have either been completed or are in progress.

Week of - Feb 9, 2025

City Manager

- Attended A City Council Meeting.
- Worked with IT to solve Computer Problems at City Hall.
- Attended weekly staff meetings.
- Met with a representative of PCSO to discuss FUSUS camera system.
- Met with Jim Fletter, Dan Rich, and Matt Anderson to discuss the Algae project.
- Talked with City Engineer about water on Colver St.
- Met with PCWA to discuss pavement repair on Foresthill from water leak damage.

Planning

- Will be meeting with SACOG next week to discuss assistance on HCD Annual Housing reporting.
- Preparing annual General Plan status report and HCD Annual report, required to be submitted to the state by April 1st. Will bring reports to Council in March.
- Ongoing zoning inquiries.
- Completed the Boundary and Annexation Survey (BAS) yearly reporting to the Census Department.
- Will attend SACOG's Placer County quarterly meeting to discuss regional planning issues in March.
- The sidewalk ordinance will be brought back to Council 2/26.

Maintenance Department

- Identify and complete repairs to Sheriff sub station siding.
- Potholes along South Auburn and Canyon Way
- Filled dozens of potholes along Serria Vista St.
- Cleared and unclogged multiple storm drains throughout the city.
- Cleaning of the inside and outside of the Corp Yard (2 days).
- Multiple potholes along S. Auburn and Canyon Way.
- Patched a couple areas to the entrance to the Corp Yard.

• MULTIPLE 811 locates

Wastewater Treatment Plant/Sewer

- Heavy rain in mid-week. Not enough to hinder the plant process or fill the pond.
- Ordered the backup 5G hot spot for the plant Vision quest will install when received.
- Construction is done at the plant barring a few things. Lyles construction removed last Conex construction box off site on Wednesday.
- Normal ops.

Administrative Services

- Completed the Cash Summary and staff report for January 2025.
- Completed annual evaluation for staff a member.
- Oversaw daily accounting functions including accounts payable and cash receipts.
- Reconciled/allocated health benefits for January 2025 journal entries as necessary.
- Emailed updated land development balances to developers.
- Submitted reimbursement request #15 to the State Water Board pending signed change orders from CM.
- Journal Entries for mid-year review clean-up.
- Reconciled fund 200 Cannabis activity.
- Provided final Phase I costs for the CDBG project NOC.
- Coordinated HR issues.
- Reviewed the 25/26 budget to evaluate sewer rate increase.

City Clerk

- Prepared documents and PowerPoint for the 2/12/25 City Council Meeting.
- Facilitated the City Council technology.
- Helped with the day-to-day operations of the front office.

Engineering

- Review & respond to daily emails.
- Coordinate FOG meeting with SPMUD and city staff.
- Review drainage and streets for issues during storm.
- Assist Joe with various sewer inspections/issues.
- Gordon's Gym Design Review application in review.
- Respond to complaints.
- Review encroachment permit applications.
- Prepare sewer evaluations.

Building/Code Enforcement

- 29 Lincoln St.: Building not livable and in need of major repairs. New owner to get permit to do a full gut remodel.
- Application for Sewer lateral repair from house to Newman St.
- Working with Carl on the development of our FOG program. On 2/20 meeting with SPMUD to learn their program. Advising restaurants and car repair shops on a new program.

- Conversation with Dave Gard about sewer lateral. He's going to apply for the lateral and discuss his impact fees with the council/Ron.
- Old 7-11 sewer lateral cleanout installed at Starbucks entrance. Upcoming inspection of lateral section could reach halfway to round-about manhole.
- NID building on Whitcomb TI design meetings w/ architect. Roof near complete. Waiting for special inspection report.
- 11 N. Main sewer smell. 14 N. Foresthill bad seal on sewer pump lid. Owner to replace.
- 333 Canyon TI for Sierra Animal Clinic. ADA parking change/retaining wall discussion. TOC. Prefinal: issues to be resolved. TOC granted them to open with conditions.
- LDS Church New roof done. Lateral inspection was done and passed.
- Plan reviews and inspections.
- Code enforcement. Closing Canyon View apartment complains about dead vegetation behind property. Distance is acceptable.
- Working with a contractor on stairs and porch for 120 Pleasant. Field changes discussed.
- Working with designer for 1225 Hwy 174 commercial building development.
- Working with Carl on the skate park plan.

Week of February 16, 2025

City Manager

- Met with City Engineer to discuss future paving projects.
- Performed an annual employee evaluation and reviewed 2 others.
- Met with Robert Richardson to discuss economic development.
- Met with City Engineer to discuss future CDBG paving project.
- Attended Railroad Heritage Park meeting.

Planning

- Trying to set a meeting for next week with SACOG for assistance in completing the City's Annual Housing document.
- Drafting conditions of approval for Gordan's Gym.
- Taking Sidewalk ordinance back to Council February 26th.
- Other items to Council March 26th- General Plan and Housing Annual Report and Historic Inventory.

Maintenance Department

- Cleaned upper parking lot at the ball field from debris and used street sweeper to really clean it.
- Cleared Bark from Depot and Roy Toms area.
- Completed Landfill Observation Report.
- Got rid of a lot more rounds in the upper yard.
- More potholes along Canyon Way.
- Multiple 811 locates.
- Spent about 2 and a half days gutting inside of Corp Yard and re-organizing it the way we want it.
- Also cleaning outside of Corp Yard.

Wastewater Treatment Plant/Sewer

- Harron out to test SAF unit, Unit is still having problems, and they will return with a solution.
- All reports submitted on time and correct.

Administrative Services

- Last week was full of Human Resources duties including interactive process, employment separation and several staff performance evaluations written and/or reviewed by me.
- Worked on annual State Controller's Compensation Report for fiscal year 2024.
- Prepared the SR for the delinquent utility process.
- Updated the contract status log and coordinated with staff regarding outstanding items.
- Prepared annual policy review SR.
- Started on mid-year review SR.
- Cyber trainings.
- Oversaw daily accounting functions including accounts payable, cash receipts and payroll. This was an extremely difficult payroll due to multiple retroactive pay adjustments. It is very helpful for accounting if we can ensure that pay increases occur as scheduled.

City Clerk

- Out of office all week for certification training.
- Agendized and noticed the 2/26/25 City Council Meeting.

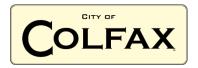
Engineering

- Review & respond to daily emails.
- Coordinate with HUD/Caltrans regarding CDBG Canyon future grant improvements.
- Attend FOG meeting with SPMUD and city staff.
- Assist Joe with various sewer inspections/fence issues.
- Gordon's Gym Design Review application completed.
- Respond to complaints.
- Review encroachment permit applications.
- Prepare sewer evaluations.
- Coordinate with Casey regarding various PW issues within city.

Building/Code Enforcement

- 29 Lincoln St.: Building not livable and in need of major repairs. New owner to get permit to do a full gut remodel. Application for Sewer lateral repair from house to Newman St.
- Working with Carl on the development of our FOG program. On 2/20 meeting with SPMUD to learn their program. Advising restaurants and car repair shops on a new program.
- Conversation with Dave Gard about unpermitted bathroom and sewer lateral. He's going to apply for the lateral and discuss his impact fees with the council/Ron. Looking into adding a compliant bathroom.
- Old 7-11 sewer lateral cleanout installed at Starbucks entrance. Upcoming inspection of lateral section could reach halfway to round-about manhole.

- NID building on Whitcomb TI design meetings w/ architect. Roof near complete. Waiting f/ special inspection report.
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Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager

Prepared by: Hannah Tschudin, Sacramento Area Council of Governments (SACOG)

Outreach Coordinator

Subject: SACOG Presentation of Their 2025 Blueprint

Budget Impact Overview:

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

RECOMMENDED ACTION: Receive Presentation.

Summary/Background

The Sacramento Area Council of Governments is where local government leaders across the region come together to advance the goals of economic prosperity, connected communities, and vibrant places. SACOG works in collaboration with the 6 counties and 22 cities in the region to solve challenges that are too big for any one jurisdiction to solve on its own. SACOG plays a central role in transportation infrastructure planning and funding assistance for cities, counties, transit operators, and other entities responsible for providing for the mobility needs of the region's residents. One of SACOG's main roles as the state and federally recognized Metropolitan Planning Organization for the region, is to maintain the region's long-range, fiscally constrained, transportation plan and accompanying land use strategy. This plan must be updated every four years in coordination with local government agencies and demonstrate how the region is working to advance local, regional, state, and federal policy priorities. SACOG is currently undergoing an update of this plan, titled the 2025 Blueprint, and anticipates adoption of the plan in 2025.

2025 Blueprint

The 2025 Blueprint is rooted in local planning. Both the land use assumptions and transportation investments included in the plan draw from and remain consistent with city and county general and specific plans as well transit agency planning documents. The 2025 Blueprint differs from many local plans in that it must be constrained by time and funding. Not all planned transportation investments or land use plans will come to fruition within the next 30 years. The 2025 Blueprint in many ways outlines a phasing strategy to help guide public policy decisions throughout the region. This plan will lay out a set of strategies for an integrated, multimodal transportation system and a regional land use development pattern that can create a more thriving region that works for all residents. The plan aims to connect housing to jobs, education, goods and services, and recreational opportunities while protecting and enhancing our region's natural and working landscapes.

Aside from this plan being a federal and state requirement, SACOG will use the 2025 Blueprint update to help local agencies coordinate and prioritize efforts to attract greater investment in the region through grants, private investment, and economic growth while protecting our region's natural environment, existing economies, and improving quality of life for all residents.

At the Colfax City Council meeting, Clint Holtzen, from SACOG will provide a short presentation and answer any questions on the 2025 Blueprint. The presentation will outline the findings from the region wide

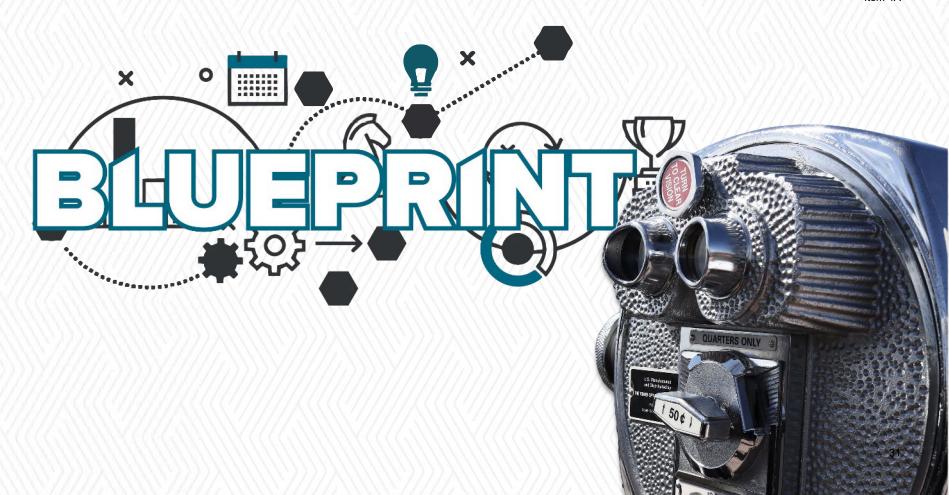
transportation and land use analysis. Additionally, the presentation will provide a summary of the various programs SACOG has available or is developing to assist public agencies in implementing the Blueprint locally.

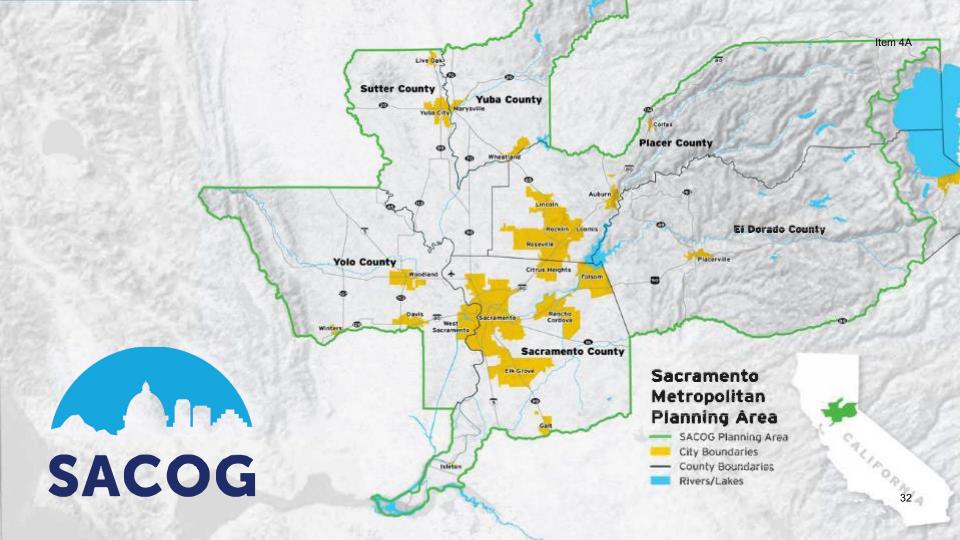
Fiscal Impacts

N/A

Attachments:

1. 2025 Blueprint Presentation





Triple Bottom Line Framework





What We've Heard

Themes From Outreach & Engagement





ENSURE ACCESS AND OPPORTUNITY FOR ALL RESIDENTS



PROVIDE HOUSING
OPTIONS FOR ALL
INCOMES AND LIFE STAGES



CREATE COMPLETE COMMUNITIES



INVEST IN EXISTING COMMUNITIES



SUPPORT SAFE AND CONVENIENT TRANSPORTATION OPTIONS

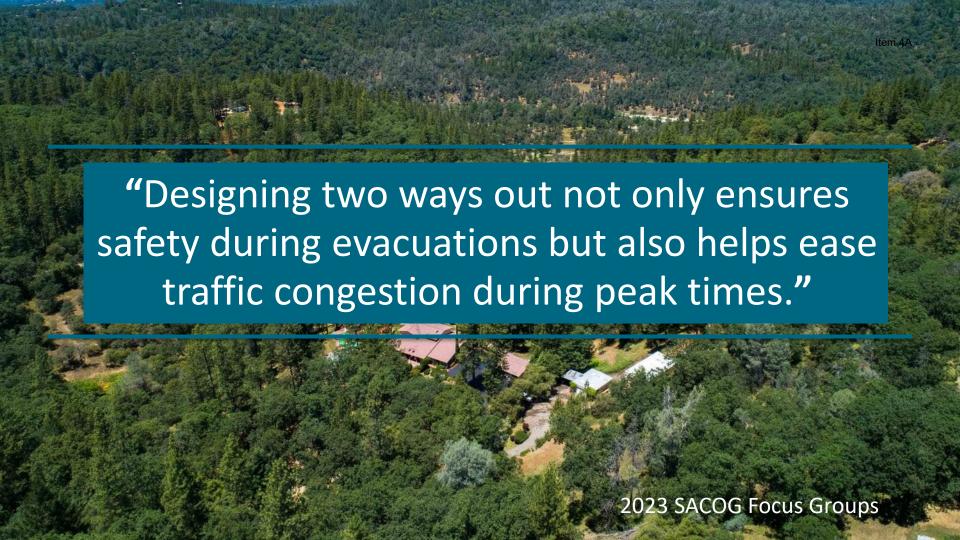


PREPARE FOR NATURAL DISASTERS TO PROTECT PEOPLE AND PROPERTY



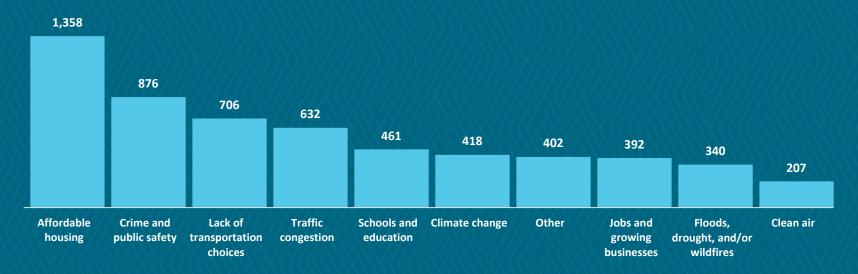
PROTECT AND CONSERVE OPEN SPACE AND AGRICULTURE





Provide Housing Options for all Incomes and Life Stages

What are the biggest challenges your community is facing?

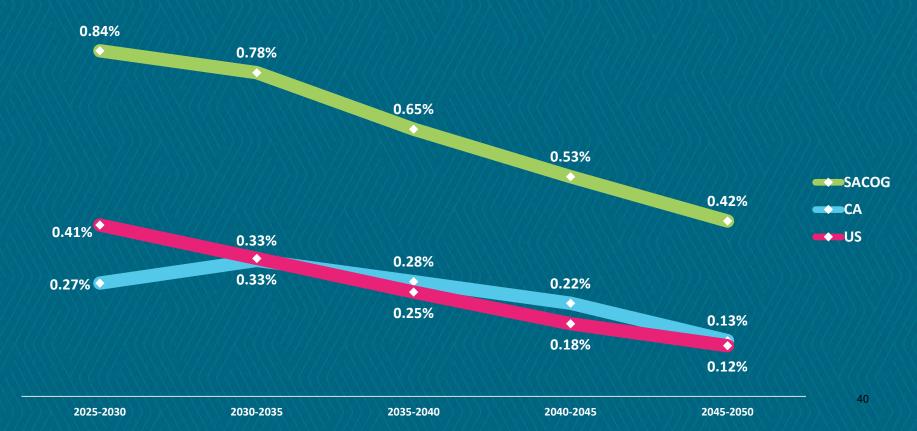




What We've Learned

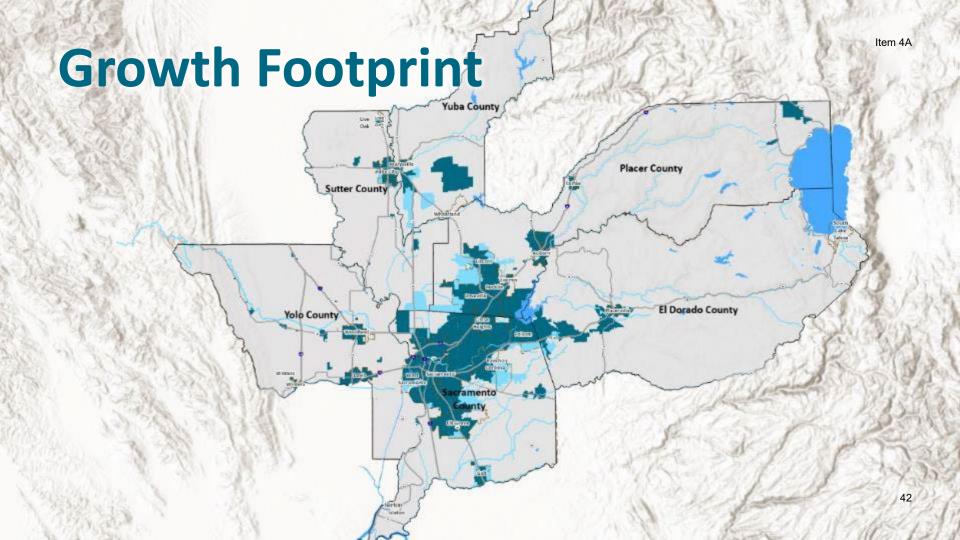
Technical Analysis

Average Annual Population Growth



Growth Forecast

	Regi	on	Co	olfax	
	2020	Change, '20-'50	2020	Change, '20-'50	
Population	2,500,000	+600,000	2,100	+400	
Jobs	1,170,000	+260,000	860	+300	
Housing Units	945,000	+278,000	920	+145	41





Where We're Going

Transportation and Regional Programs

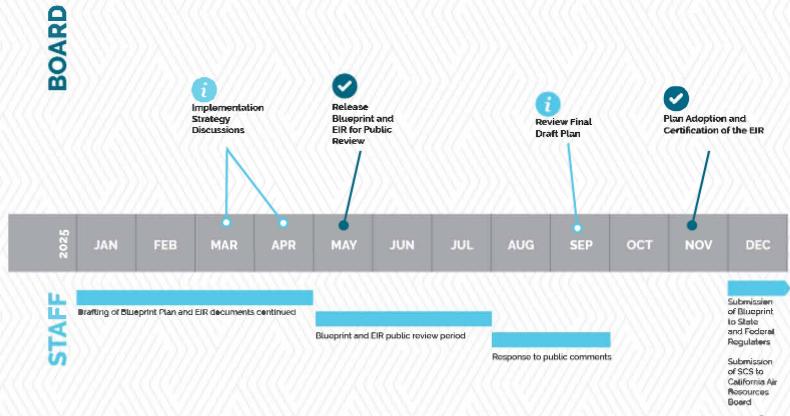


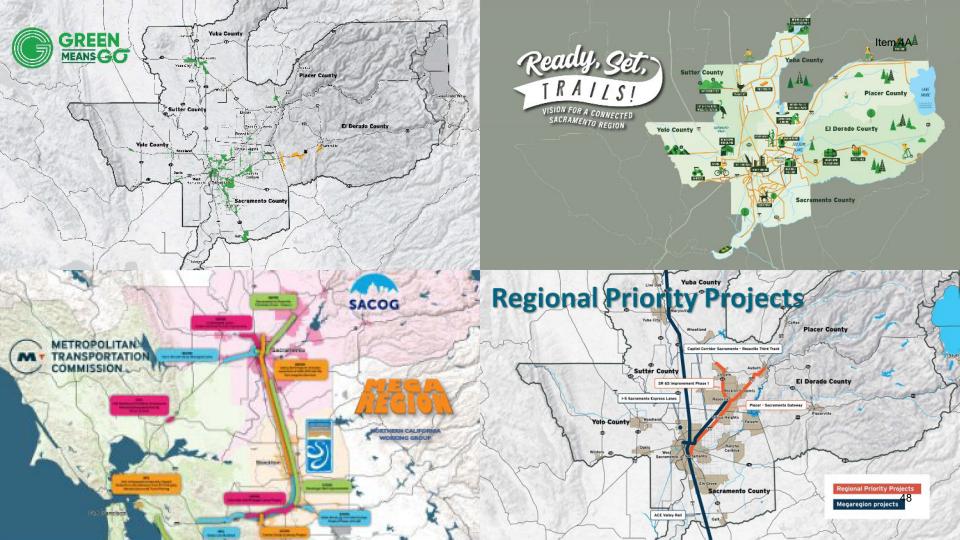


tem 4A

Addressing Transportation Challenges

- Prioritize maintenance and repair
- Prioritize lower cost and quicker projects













Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager

Prepared by: Shanna Stahl, Administrative Services Officer

Subject: Fiscal Year 2024-2025 Mid-Year Operating Budget Review

Budget Impact Overview:

 $N/A: \sqrt{Funded: Un-funded: Amount: Fund(s):}$

RECOMMENDED ACTION: Review fiscal year 2024-2025 mid-year budget report and approve

budget amendments

Summary/Background

In accordance with City financial policy, the City Manager will provide the City Council with a mid-year review of the City's financial activities. The review is typically presented in February and compares annual budget projections (adopted budget) with actual results (projected actuals).

City staff has completed a detailed review for Fiscal Year 2024-2025 of all Funds for all operating revenue and expense accounts. The review is based on six months of actual revenues and expenditures (through December 31, 2024) and projections for the balance of the fiscal year based on current City activities and programs.

The attached Mid-Year Operating Budget Review – Fund Summary report provides a summarized comparison of fiscal year end projected actuals to the adopted budget by fund and department. The projected actuals reflect an overall increase in revenues and slight decrease in expenses as further summarized in the chart below:

Classification	rojected als 03/12/25	pted Budget /2024-2025	Red	Difference commended djustments	Percent of Budget
Operating Revenues	\$ 6,385,958	\$ 5,559,702	\$	826,256	14.9%
Operating Expenses	\$ 5,253,623	\$ 5,273,140	\$	(19,517)	-0.4%

Detailed schedules for the *Difference/Recommended adjustments* in revenues and expenditures by City fund, department, and account are attached to this report. A brief description for the projected difference is included for each line item. Some of the primary contributors to projected differences are described below:

- 1. Increase in Property Tax Allocation compared to adopted budget
- 2. Increase to Retail Sales Tax Allocation. There is no solid evidence this increase will continue into future quarters.
- 3. Transient Occupancy Taxes are projected higher than budgeted, due to short-term rental ordinance.
- 4. Increased COPS grant revenue (ELEAS credit) for law enforcement was not budgeted this credit is not guaranteed each fiscal year. COPS grant revenue is reported in Fund 218 the balance of the annual Sheriff contract is in Fund 100-300.
- 5. Increase in LAIF interest rates resulting in an increase in projected interest earnings.

- 6. The City continues to rely on contracted services for Engineering, Planning, Legal and Finance services. Costs fluctuate based on City projects and activities.
- 7. The Wastewater Treatment Plant has several large equipment repair expenses scheduled for this fiscal year.
- 8. The cost of chemicals at the Wastewater Treatment Plant has been greatly reduced, allowing for a substantial cost reduction.
- 9. The continued rising cost of electricity without our solar array energized has required an increase in the Wastewater Treatment Plant budget.

Recommendation

Staff recommend that Council accepts the Mid-Year Budget Report and recommended budget adjustments for fiscal year 2024-2025. The results of this Mid-Year Budget review will be incorporated into the budget for the Fiscal Year 2024-2025.

Attachments:

- 1. Mid-Year Operating Budget Review Fund Summary
- 2. Mid-Year Operating Budget Review Revenue Adjustments
- 3. Mid-Year Operating Budget Review Expense Adjustments

City of Colfax - FY2024-2025

Mid Year Operating Budget Review - Fund Summary (Does not include capital expenditures, transfers and reserve allocations)

Revision Date: March 12, 2025

				Revision Date:	ivial Cit 12, 20	25				
			Revenues			Expenses		Net Change in Fund Balance (Revenues - Expenses)		
			Adopted	Difference		Adopted	Difference		Adopted	Difference
		Projected	Budget FY2024-	Recommended	Projected	Budget FY2024-	Recommended	Projected	Budget FY2024-	Recommended
Fund	Dept	Actuals MYR	2025	adjustments	Actuals MYR	2025	adjustments	Actuals MYR	2025	adjustments
	General Fund - Unrestricted									
100	000	3,330,678	2,603,300	727,378			-	3,330,678	2,603,300	727,378
100	100 Central Services	_		_	287,285	256,910	30,375	(287,285)	(256,910)	(30,375)
100	110 City Council	_		-	50,050	51,800	(1,750)	(50,050)	(51,800)	1,750
100	120 Administration/Finance	_		-	395,154	385,552	9,602	(395,154)	(385,552)	(9,602)
100	160 Legal	_		-	171,000	171,000	-	(171,000)	(171,000)	-
100	200 Fire	_		-	86,875	87,154	(279)	(86,875)	(87,154)	279
100	300 Sheriff	_		-	780,000	872,170	(92,170)	(780,000)	(872,170)	92,170
100	400 Building Department	_		-	80,000	80,400	(400)	(80,000)	(80,400)	400
100	425 Engineering	_		-	100,000	160,000	(60,000)	(100,000)	(160,000)	60,000
100	450 Planning	-		-	60,000	60,000	-	(60,000)	(60,000)	-
100	500 Buildings and Grounds	_		-	210,601	204,871	5,730	(210,601)	(204,871)	(5,730)
100	530 Parks	_		_	172,976	157,571	15,405	(172,976)	(157,571)	(15,405)
120	000 Land Development	40,000	40,000	-	51,000	86,000	(35,000)	(11,000)	(46,000)	35,000
	Total General Fund - Unrestricted	3,370,678	2,643,300	727,378	2,444,941	2,573,428	(128,487)	925,737	69,872	855,865
			, , ,	•	, ,		, , ,	,	, ,	,
	General Fund - Restricted									
572	000 Landfill - Postclosure Maint	120,000	120,000	-	97,160	103,368	(6,208)	22,840	16,632	6,208
	Total General Fund - Restricted	120,000	120,000	-	97,160	103,368	(6,208)	22,840	16,632	6,208
	Special Revenues									
210-17		82,895	57,973	24,922	_	_	-	82,895	57,973	24,922
218	000 Support Law Enforcement	194,660	100,000	94,660	194,660	100,000	94,660	-	-	
241-44	000 CDBG Program Income	4,300	6,000	(1,700)	4,300	6,000	(1,700)		_	
250	000 Streets-Roads/Transportation	158,021	167,638	(9,617)	328,976	310,581	18,395	(170,955)	(142,943)	(28,012)
253	000 Gas Taxes	63,365	61,267	2,098	22,000	22,000	-	41,365	39,267	2,098
253 258				(350)						
	000 Road Maintenance/SB1	49,510	49,860		-	-	-	49,510	49,860	(350)
257	002 STA Fund	1,768	-	1,768	-	-	-	1,768	-	1,768
270	000 Beverage Container Recycling	800	-	800	-	-	-	800	-	800
280	000 Oil Recycling	160	-	160	-	-	-	160	-	160
290	000 SB1383 Compliance	3,000	37,500	(34,500)	25,000	-	25,000	(22,000)	37,500	(59,500)
292	000 Fire Capital Fund	4,000	-	4,000	-	-	-	4,000	-	4,000
342/343	000 Fire & Rec Const Mitigation	34,386	17,750	16,636	-	-	-	34,386	17,750	16,636
	Total Special Revenues	596,865	497,988	98,877	574,936	438,581	136,355	21,929	59,407	(37,478)
	Enterprise Funds									
560	- Sewer WWTP Maint and Ops	1,456,611	1,456,611	- 1	1,345,455	1,383,809	(38,354)	111,156	72,802	38,354
561	- Sewer Collections Systems	218,209	218,209		352,157	334,980	17,177	(133,948)	(116,771)	(17,177)
	,					,	- 17,177		· ' '	(17,177)
563		623,594	623,594		438,974	438,974	-	184,620	184,620	
XXX	- Reserves		-	-	2 426 522	0.455 500	- (24.45=)	-	- 140.5-1	-
	Total Enterprise Funds	2,298,414	2,298,414	-	2,136,586	2,157,763	(21,177)	161,828	140,651	21,177
	TOTAL ALL FUNDS	6,385,958	5,559,702	826,256	5,253,623	5,273,140	(19,517)	1,132,335	286,562	845,773

City of Colfax - FY2024-2025 Mid Year Operating Budget Review - Revenue Adjustments Revision Date: March 12, 2025

	1		<u> </u>		5			D://		
					Projected		Adopted	Difference		
		GL			Actuals	Βι	udget FY2024-	Recommended		
Fund	Dept	Code	Description	C	2/26/2025		2025	adjustments	Sub-total	Explanation
100	000		Property Taxes	\$,	\$,	\$ 36,750		Based on actuals to date
100	000		Real Property Transfer Tax	\$	5,400			1 (-)/		Based on actuals to date
100	000	-	Retail Sales Tax	\$	2,000,000			\$ 650,000		Based on actuals to date
100	000	4030	Cannabis Sales Tax	\$	55,000	\$	43,000	\$ 12,000		Based on actuals to date
100	000	4040	Transient Occupancy Tax	\$		\$		\$ 12,400		Based on actuals to date
100	000		Plan Check Fees	\$	- ,	\$,	\$ 8,000		Based on actuals to date
100	000	4230	Nuissance Abatement	\$		\$		\$ (450)		Based on actuals to date
100	000		Encroachment Permits	\$		\$		\$ (300)		Based on actuals to date
100	000		Recreation Fees	\$	3,500	\$		\$ (500)		Based on actuals to date
100	000		Court Fines	\$	600	\$		\$ (600)		Based on actuals to date
100	000		Digital Billboard Rent Fees	\$	800	\$		\$ 300		Based on actuals to date
100	000		Restitution Payments	\$	1,078			\$ 1,078		Based on actuals to date
100	000	4980	Interest Income	\$	120,000	\$		\$ 20,000		Increase in interest rates
100	000		Transfer In - CDBG Business Loan	\$	4,300	\$	6,000	\$ (1,700)		Based on actuals to date
			al Fund - Unrestricted						\$ 727,378	
210	000		Mitigation Fees	\$	25,811	\$		\$ 11,395		Based on actuals to date
211	000		Mitigation Fees	\$	19,103	\$		\$ 19,103		Based on actuals to date
211	000		Interest Income	\$		\$		\$ 235		Increase in interest rates
212	000		Mitigation Fees	\$	153	\$		\$ (1,023)		Based on actuals to date
212	000	4980	Interest Income	\$		\$		\$ 2,825		Increase in interest rates
213	000		Mitigation Fees	\$	794	\$		\$ (33,590)		Based on actuals to date
213	000		Interest Income	\$		\$		\$ 7,550		Increase in interest rates
214	000		Mitigation Fees	\$	9,803	\$		\$ 4,331		Based on actuals to date
214	000	4980	Interest Income	\$		\$		\$ 2,800		Increase in interest rates
215	000		Mitigation Fees	\$	1,855	\$		\$ 815		Based on actuals to date
215	000		Interest Income	\$		\$		\$ 855		Increase in interest rates
217	000		Mitigation Fees	\$	8,327	\$		\$ 8,327		Based on actuals to date
217	000	4980	Interest Income	\$		\$		\$ 1,300		Increase in interest rates
218	000	4998	Transfer In - State Grant	\$	194,660	\$		\$ 94,660		Received ELEAS credit
244	000		Principal & Interest	\$		\$		\$ (1,700)		Based on actuals to date
250	000	4280	Transportation Permits	\$		\$		\$ 260		Based on actuals to date
250	000	4540	Local Transportation Fund	\$	139,964	\$				Based on actuals to date
250	000	4541	State Transit Assistance Fund	\$	17,697	\$		\$ (569)		Based on actuals to date
253	000	4050	Gas Tax 2103	\$	20,000	\$		\$ 2,098		Based on actuals to date
257	000	4980	Interest Income	\$	1,768	\$		\$ 1,768		Increase in interest rates
258	000	4980	Interest Income	\$	-	\$		\$ (350)		Increase in interest rates
270	000	4980	Interest Income	\$	800	\$		\$ 800		Increase in interest rates
280	000	4980	Interest Income	\$	160	\$		\$ 160		Increase in interest rates
290	000	4560	State Grant	\$	-	\$		\$ (37,500)		Based on actuals to date
290	000	4980	Interest Income	\$	3,000	\$	-	\$ 3,000		Increase in interest rates
292	000	4980	Interest Income	\$	4,000	\$	-	\$ 4,000		Increase in interest rates
342	000	4225	Mitigation Fees	\$	13,693	\$		\$ 4,893		Based on actuals to date
342	000	4980	Interest Income	\$	3,500	\$	_	\$ 3,425		Increase in interest rates
343	000	4225	Mitigation Fees	\$	13,693	\$		\$ 4,893		Based on actuals to date
343	000	4980	Interest Income	\$	3,500	\$	75	\$ 3,425		Increase in interest rates

_	_						
		Tota	al Special Revenues			\$ 98,878	
ſ							
	Total Enterprise Funds					\$ -	
ſ	Total 0	City - Or	perating Revenue Adjustments			\$ 826.256	

Note: Only accounts with significant projected differences are included on this report

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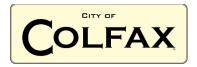
City of Colfax - FY2024-2025 Mid Year Operating Budget Review - Expense Adjustments Revision Date: March 12, 2025

Revision Date: March 12, 2025										
				Р	rojected	А	dopted	Difference		
		GL			Actuals	Budg	et FY2024-	Recommended		
Fund	Dept	Code	Description		2/26/25		2025	adjustments	Sub-total	Explanation
100	100		Materials & Supplies	\$	9,000	\$	11,500			Based on actual expenditures and current activity
100	100		Postage	\$	3,000		3,500			Based on actual expenditures and current activity
100	100	5660	Professional Services	\$	15,000	\$	3,000	\$ 12,000		Based on actual expenditures and current activity
100	100	5665	Legal Fees	\$	90,000	\$	70,000	\$ 20,000		Employee Handbook Update
100	100	8250	Miscellaneous	\$	375	\$	-	\$ 375		Based on actual expenditures and current activity
100	100		Property Tax Admin Costs	\$	8,000	\$	8,500	\$ (500		Based on actual expenditures and current activity
100	100	8400	Insurance & Bonds	\$	62,000	\$	60,500	\$ 1,500	1	Based on actual expenditures and current activity
100	110	5201	Materials & Supplies	\$	´-	\$	1,000)	Received ELEAS credit - reduces expense in 100-300 (See Fund 218)
100	110	5430	Internet/Website	\$	-	\$	1,500			Based on actual expenditures and current activity
100	110	5440	Printing & Advertising	\$	1,000	\$	250	\$ 750		Based on actual expenditures and current activity - Sidewalk mailer
100	120	5160	Retirement	\$	33,350	\$	17,214	\$ 16,136		Based on actual expenditures and current activity
100	120	5201	Materials & Supplies	\$	466	\$	-	\$ 466		Based on actual expenditures and current activity
100	120	5440	Printing & Advertising	\$	5,000	\$	10,000	\$ (5,000)	Based on actual expenditures and current activity
100	120	5560	Software Maintenance Contract	\$	4,000	\$	7,000	\$ (3,000)	Based on actual expenditures and current activity
100	120	5815	Conferences & Meetings	\$	6,000	\$	1,500	\$ 4,500		Based on actual expenditures and current activity
100	120	8550	Election Costs	\$	-	\$	3,500	\$ (3,500)	Based on actual expenditures and current activity
100	200	5660	Professional Services	\$	221	\$	-	\$ 221		Based on actual expenditures and current activity
100	200	6140	Building Repairs & Maintenance	\$	2,000	\$	2,500	\$ (500)	Based on actual expenditures and current activity
100	300	5600	Placer County Sheriffs	\$	780,000	\$	872,170	\$ (92,170)	Based on actual expenditures and current activity
100	400	5201	Materials & Supplies	\$	-	\$	400	\$ (400)	Based on actual expenditures and current activity
100	425	5540	Engineering Services	\$	100,000	\$	160,000	\$ (60,000)	Based on actual expenditures and current activity
100	500	5040	Salary - Call Back	\$	4,100	\$	-	\$ 4,100		Based on actual expenditures and current activity
100	500	5130	Health & Life Insurance	\$	20,000	\$	15,370	\$ 4,630		Based on actual expenditures and current activity
100	500	5300	Equipment Repairs & Maintenance	\$	7,000	\$	2,000	\$ 5,000		Based on actual expenditures and current activity
100	500	6320	Vehicle Repairs & Maintenance	\$	5,500	\$	2,500	\$ 3,000		Based on actual expenditures and current activity
100	500	6140	Building Repairs & Maintenance	\$	19,000	\$	30,000	\$ (11,000)	Based on actual expenditures and current activity
100	530	5040	Salary - Call Back	\$	4,100	\$	-	\$ 4,100		Based on actual expenditures and current activity
100	530	5120	Worker's Compensation	\$	4,900	\$	6,725	\$ (1,825)	Based on actual expenditures and current activity
100	530	5130	Health & Life Insurance	\$	20,000	\$	15,370	\$ 4,630		Based on actual expenditures and current activity
100	530	5320	Vehicle Repairs & Maintenance	\$	5,000	\$	2,500	\$ 2,500		Based on actual expenditures and current activity
100	530	6120	Utilities	\$	6,500	\$	5,500	\$ 1,000		Based on actual expenditures and current activity
100	530	6140	Building Repairs & Maintenance	\$	15,000	\$	10,000	\$ 5,000		Based on actual expenditures and current activity
120	000	5570	Planning Services	\$	25,000	\$	60,000	\$ (35,000)	Based on actual expenditures and current activity
	Т	otal Ger	neral Fund - Unrestricted						\$ (128,487)	
572	000	5120	Salary & Wages	\$	2,600	\$	3,558	\$ (958)	Based on actual expenditures and current activity
572	000		Gas & Oil	\$	850	\$	700	\$ 150		Based on actual expenditures and current activity
572	000		Cell Phone & Pagers	\$	400	\$	600	\$ (200		Based on actual expenditures and current activity
572	000		Professional Services	\$	3,500	\$	7,500	\$ (4,000		Based on actual expenditures and current activity - Staffing changes
572	000		Bonds and Insurance	\$	4,800	\$	6,000	\$ (1,200		Based on actual expenditures and current activity
			eneral Fund - Restricted						\$ (6,208)	
218	000		Sheriff Protection Services	\$	194,660	\$	100,000	\$ 94,660		Received ELEAS credit - reduces expense in 100-300
244	000		CDBG Program Expenses	\$	4,300		6,000	\$ (1,700		Based on actual expenditures and current activity
250	000		Salary - Call Back	\$	6,100	_	-	\$ 6,100		Based on actual expenditures and current activity
250	000		Worker's Compensation	\$	7,400	\$	10,087	\$ (2,687)	Based on actual expenditures and current activity
250	000		Health & Life Insurance	\$	29,000	\$	23,055	\$ 5,945		Based on actual expenditures and current activity
250	000	5150	Uniforms	\$	2,500	\$	1,500	\$ 1,000		Based on actual expenditures and current activity
250	000		Vehicle Repairs & Maintenance	\$	3,400			\$ 900		Based on actual expenditures and current activity
250	000		Gas & Oil	\$	7,000		6,000	\$ 1,000		Based on actual expenditures and current activity
250	000		Engineering Services	\$	7,125		-	\$ 7,125		Based on actual expenditures and current activity
250	000		Memberships & Dues	\$	100		500	\$ (400		Based on actual expenditures and current activity
250	000		Bonds and Insurance	\$	20,412		21,000	\$ (588		Based on actual expenditures and current activity
290	000	5660	Professional Services	\$	25,000	\$	-	\$ 25,000		Based on actual expenditures and current activity
			pecial Revenue Funds						\$ 136,355	

City of Colfax - FY2024-2025 Mid Year Operating Budget Review - Expense Adjustments Revision Date: March 12, 2025

Nevision Date: March 12, 2023											
				1	Projected	,	Adopted	Difference			
		GL			Actuals	Bud	lget FY2024-	Recommended			
Fund	Dept	Code	Description	(02/26/25		2025	adjustments	Sub-total	Explanation	
560	000	5010	Salaries & Wages	\$	370,000	\$	387,578	\$ (17,578)		Based on actual expenditures and current activity	
560	000	5030	Overtime	\$	5,200	\$	4,000	\$ 1,200		Based on actual expenditures and current activity	
560	000	5040	Salary - Call Back	\$	19,000	\$	-	\$ 19,000		Based on actual expenditures and current activity	
560	000	5130	Health & Life Insurance	\$	65,000	\$	76,360	\$ (11,360)		Based on actual expenditures and current activity	
560	000	5160	Retirement	\$	35,195	\$	30,361	\$ 4,834		Based on actual expenditures and current activity	
560	000	5201	Materials & Supplies	\$	40,000	\$	60,000	\$ (20,000)		Based on actual expenditures and current activity	
560	000	5300	Equipment Repairs & Maintenance	\$	182,300	\$	90,000	\$ 92,300		Based on actual expenditures and current activity	
560	000	5340	Chemicals	\$	50,000	\$	170,000	\$ (120,000)		Based on actual expenditures and current activity	
560	000	5350	Tool Rental	\$	2,000	\$	6,000	\$ (4,000)		Based on actual expenditures and current activity	
560	000	5410	Postage	\$	2,250	\$	1,750	\$ 500		Based on actual expenditures and current activity	
560	000	5440	Printing & Advertising	\$	4,000	\$	1,000	\$ 3,000		Based on actual expenditures and current activity	
560	000	5660	Professional Services	\$	35,000	\$	55,250	\$ (20,250)		Based on actual expenditures and current activity	
560	000	5665	Legal Fees	\$	3,000	\$	9,000	\$ (6,000)		Based on actual expenditures and current activity	
560	000	6120	Utilities	\$	230,000	\$	190,000	\$ 40,000		Based on actual expenditures and current activity	
561	000	5010	Salaries & Wages	\$	135,000	\$	145,023	\$ (10,023)		Based on actual expenditures and current activity	
561	000	5040	Salary - Call Back	\$	6,000		-	\$ 6,000		Based on actual expenditures and current activity	
561	000		Uniforms	\$	2,200	\$	1,200	\$ 1,000		Based on actual expenditures and current activity	
561	000	5300	Equipment Repairs & Maintenance	\$	40,000	\$	20,000	\$ 20,000		Based on actual expenditures and current activity	
561	000		Postage	\$	1,500	_	1,000			Based on actual expenditures and current activity	
561	000	5425	Cell Phone & Pagers	\$	1,400	\$	2,100	\$ (700)		Based on actual expenditures and current activity	
561	000	5660	Professional Services	\$	8,000	\$	12,100	\$ (4,100)		Based on actual expenditures and current activity	
561	000	5820	Education & Training	\$	500	\$	-	\$ 500		Based on actual expenditures and current activity	
561	000		Bonds and Insurance	\$	29,000	\$	25,000	\$ 4,000		Based on actual expenditures and current activity	
		Tot	al Enterprise Funds						\$ (21,177)		
	Total C	City - Op	erating Expense Adjustments						\$ (19,517)		
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Note: Only accounts with projected differences are included on this report



Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager

Prepared by: Shanna Stahl – Administrative Services Officer Subject: Economic Development Support Budget Review

Budget Impact Overview:

N/A: Funded: $\sqrt{}$ Un-funded: Amount: Fund(s): 100-110

RECOMMENDED ACTION: Receive report and provide direction to staff.

Summary/Background

At the February 26th Council meeting, Councilmember Burruss requested a report on the fiscal year Economic Development Support expenditures with a subsequent review of the budgetary line item. The current approved two-year budget established a \$30,000 limit for the support of local non-profit organizations and Colfax hosted events. The fiscal year to date approved expenditures and requested uses are as follows:

- \$2,000 Chamber of Commerce for the Big Boy Event
- \$3,000 Falcon Foundation for a sound system upgrade at Marson Stadium
- \$7,000 Chamber of Commerce for the Winterfest fireworks
- \$5,000 Colfax Railroad Days to assist with the planning of the Railpark
- \$2,500 Sierra Vista Community Center for Farmer's Market live music and contests

Additional pending funding requests include:

• \$500 – Sierra Vista Community Center Farm to Table Fundraiser Support

Staff Recommendation

Review the remaining funds available in the Economic Development Support budget and possibly increase the spending limit to accommodate a 3rd of July contribution as well as other potential non-profit support.

Attachments:

- 1. Funding requests received for fiscal year 24/25
- 2. City Council Fund 100-110 Budget Sheet

Date: May 30, 2024 at 11:34:09 AM PDT

To: kim.douglass@colfax-ca.gov

Cc: colfaxareachamber@gmail.com, colfaxvisitorcenter@gmail.com, Kat

Albright kat@colfaxareachamber.com, tdryan1970@gmail.com,

randywley@att.net

Subject: CACC Request at next council meeting

Good afternoon Kim,

Can you please add to the next agenda (June 12) a request by the Chamber to obtain City funds for the purpose of promoting and hosting an event centered around Big Boy's whistle stop? We will be asking for \$2,000.00.

Please do not hesitate to reach out with any questions or clarifications.

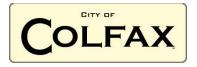
Thank you, Amanda

Amanda Palmquist

Board President | Real Estate Agent (916) 591 9779



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Staff Report to City Council

FOR THE AUGUST 14, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager Prepared by: Ron Walker, City Manager

Subject: Donation – Colfax High School, Marson Stadium Sound System Upgrade.

Budget Impact Overview:

N/A: Funded: $\sqrt{ \text{Un-funded:}}$ Amount: \$0 to 3,000 Fund(s): 8263

RECOMMENDED ACTION: Adopt Resolution -2024 Discuss and direct the City Manager to donate

from \$0 to \$3,000 to the Colfax High School, Marson Stadium Sound System updating project.

Summary/Background

The Colfax Highschool is in the process of updating the Marson Stadium, and one key component of the updating is to replace the old sound system with a new system. Their campaign for a new sound system is almost funded. Phase 1 has begun and phase 2 is close to being funded thanks to a \$10,000 anonymous donation, a \$10,000 donation from CHS PTAC (Parent, Teacher, Alumni Community) GREENLINE Spirit Wear & Gear Store sales, \$1,500 in Go Fund Me donations, the incredibly generous da la Torre's \$15,000 donation and the Falcon Foundation kicking in funds.

Conclusions and Findings

The High School is \$3,000 away from reaching their final goal and is asking the city to help close that gap by providing some or all of the needed \$3,000. The Community Support fund that supports annual events such as the 3rd of July, Railroad Days, and Winterfest as well as other non-profit activities has been increased to \$30,000 for this year's budget. The increase was directed by council members to help support the community interest, such as a new sound system for the Marson Stadium.

Fiscal Impacts

The fiscal impacts will be the amount, if any the council wants to donate to the High School for Marson Stadium Sound System updating.

Attachments:

1. Resolution -2024

Item 8B

Colfax Area Chamber of Commerce P.O. Box 86, Colfax, CA 95713 (530)346-8888 ColfaxAreaChamber@gmail.com www.ColfaxChamber.com



Dear City of Colfax & Colfax City Council,

The Colfax Area Chamber of Commerce is seeking sponsorships for our 2024 Winterfest Celebration. This event is held in Historic Downtown Colfax on Saturday, December 14th from 12-8PM. As a 501-c6 non-profit organization, we would like to request the support of the City for the event's fireworks. We are asking for a total of \$7000 to cover the costs of producing the show. This unique show is the spirit of Winterfest and your contribution would provide this experience to our community. We appreciate your consideration in this matter and your continued support of community events.

Regards,

Colfax Area Chamber of Commerce

November 4, 2024

City of Colfax 33 So Main St Colfax, CA 95713

RE Railpark project status and request for donation commitment

Mayor and members of the City Council,

The purpose of this letter and the City Council Meeting presentation is to apprise you of the progress made by the Railroad Heritage Park Committee and to request \$5,000 in seed funding from the City.

The Railroad Heritage Park Committee has made significant progress in the initial planning of the Railpark. We estimate the total project will cost \$60,000. We will seek major project funding from various organizations and businesses.

The seed money requested of the City will enable us to kickstart key activities such as site preparation, planning, and community involvement, but most importantly, it will serve as a powerful endorsement of the Railpark's potential, encouraging larger donors to step forward and contribute.

Funding Request for Farmers Market Enhancement

Request for Community Engagement Support

Dear City Manager,

I hope this message finds you well. I am writing to request funding support in the amount of \$2500 to enhance our local farmers' market. This funding will be specifically allocated toward hiring live music and organizing fun contests during the summer months.

The farmer's market has always been a vital part of our community, providing fresh produce, homemade goods, and a gathering place for residents. By introducing live music and engaging contests, we aim to transform the market into an even more vibrant and enjoyable experience for all.

Purpose of the Request

The primary purpose of this request is to:

- Hire live music to create a lively and welcoming atmosphere.
- Organize fun contests that will engage attendees and foster a sense of community.

Benefits to the Community

This initiative will bring numerous benefits, including:

- Encouraging community members to attend the market regularly, thereby supporting local vendors.
- Providing a platform for local musicians to showcase their talents.
- Creating a sense of camaraderie and connection among residents through interactive contests.
- Offering a fun and entertaining destination for families and individuals on Thursday evenings.

The requested \$2500 will cover expenses related to hiring musicians, purchasing contest materials, and providing small prizes for contest winners. Your support will not only enhance the farmers market but also strengthen our community bonds.

Thank you for considering this request. I am confident that, with your assistance, we can make this summer's farmers market a memorable and enriching experience for everyone.

Sincerely,

Jennifer Mullin, SVC Farmer's Market Manager

Sierra Vista Community Center Request for Non-Profit Fund Donation Farm-to-Table Fundraiser – July 26th

Presented by: Nicole Lescher, Garden Liaison, Outfielders' Community Garden

Event Overview:

The Farm-to-Table dinner is a 30-person fundraising event designed to celebrate and support local farmers, chefs, and businesses while fostering community engagement. Proceeds will benefit Outfielders' Community Garden, which is dedicated to providing a space for individuals and families to grow organic food, build community, and develop a deeper connection with the land and their food sources.

Funding Request:

We are requesting a \$500 donation from the City of Colfax's non-profit fund to help cover event costs, including:

- Sourcing fresh, local ingredients
- Equipment rentals (tables, chairs, serving ware)
- Marketing and outreach efforts
- Supporting local chefs and food artisans

Community Impact:

Your support will contribute to:

- Increased fresh produce accessibility for local families
- Educational workshops on gardening and sustainability
- Expanded volunteer and engagement opportunities in the community

Why Your Support Matters:

This fundraiser is an investment in Colfax's sustainable food ecosystem and community well-being. By contributing, you are helping us create a stronger, healthier, and more connected community.

Thank You for Your Consideration!

Please contact me with any questions,

Garden Liaison, Outfielders' Community Garden

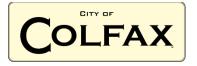
(530) 401-2245

City of Colfax Adopted Budget

General Fund Department Detail Department 110 City Council

For the Fiscal Year 2024-2025 and 2025-2026

		Actuals		Estimate	Adopted	d Budget
	Description	2022-2023	1	2023-2024 MYR	2024-2025	2025-2026
PERSON	NFI					
5060	Council Member Stipends	\$ 6,60	0 [9	\$ 7,800	\$ 7,800	\$ 7,800
5110	Social Security Taxes	50	_	650	650	650
SUPPLIE	S AND EQUIPMENT					
5201	Materials and Supplies	20	0	1,000	1,000	1,000
COMMU	NICATIONS					
5430	Internet/Website	-		1,500	1,500	1,500
5440	Printing & Advertising	-		250	250	250
CONTRA	ACTED SERVICES					
5660	Professional Services	50,66	7	93,600	3,600	3,600
RESOUR	CE DEVELOPMENT					
5815	Conferences & Meetings	3,04	8	1,000	5,500	10,000
5820	Education and Training	-		1,000	1,000	1,000
5830	Travel and Mileage Reimbursement	-		500	500	500
MISCELL	ANEOUS					
8263	Economic Development - Community support	21,50	0	20,000	30,000	30,000
	TOTALS	\$ 82,52	0 9	\$ 127,300	\$ 51,800	\$ 56,300



Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager Prepared by: Ron Walker, City Manager

Subject: FEMA Home Hardening/Defensible Space-4Leaf Inc. Agreement for Services

Budget Impact Overview:

N/A: Funded: X Un-funded: Amount: See Below Fund(s):

RECOMMENDED ACTION: Adopt Resolution __-2025 Authorizing the City Manager to execute an agreement with 4 Leaf Inc. in the amount of \$2,039,215.00 to perform Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III).

Summary/Background

The City of Colfax (City) is currently working with CAL OES to implement measures identified by the City's adopted Home Hardening and Defensible Space program. The program will be funded by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant. As a provision of the grant, the homeowner will provide a percentage funding match, as determined by the City's Home Hardening Program (HHP). The Home Hardening initiative aims to perform defensible space and retrofit measures on existing residential homesites to mitigate against wildfire losses. The program proposes to target the one hundred and thirty-seven (137) residential units eligible for home hardening and defensible space improvements. The program has also identified sixty-three (63) units that could implement defensible space improvements. It is anticipated that the analysis necessary to qualify for funding and the improvements will be segmented into multiple phases.

Homeowners within the project area who apply to participate in the program will receive a home assessment by program staff to identify the defensible space and retrofit measures which are recommended to increase protection against wildfires. The program has a defined list of measures that may be implemented on homesites Not every home will receive all measures, but no homesite will have measures more extensive than those listed as eligible under the program.

The infusion of federal funds into the program requires compliance with federal and state environmental regulations, including the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and Section 106 of the National Historic Preservation Act. As such, the City seeks the professional services of qualified Subject Matter Experts (SME's) to inform the possible environmental impacts of this program in the proposed project areas including biological, archaeological, architectural, and historical research services. Subject Matter Experts in Archaeology or Architectural History shall meet the Secretary of the Interior's Historic Preservation Professional City of Colfax Home Hardening RFP Qualification Standards in their respective field. Subject Matter Experts in Biology and Botany shall possess at least one year of experience conducting reviews in California and experience with the pertinent species of concern for management areas.

On November 5, 2024, the City with assistance from the California Office of Emergency Services (OES), released a request for proposals (RFP) for to perform Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III). Two firms responded to the RFP and a selection committee made up of the City Manager, Mayor Lomen and the City Engineer unanimously recommended the firm of 4 Leaf Inc. to be hired by the Council for this project.

Phase 1 of the project will complete the required environmental analysis to allow individual homes to become eligible for the program. Phase 2 will consist of marketing the program and analyzing those eligible homes that are interested in the program but have been found to have environmental impacts that can be mitigated. Phase 3

will be developing scopes of work for individual homeowners, hiring independent contractors for home hardening or defensible space and completing that construction. The 4Leaf team is composed of subject matter experts in all require fields needed, grant management and construction/inspection professionals with experience in home hardening and housing rehabilitation programs. Funds for this program can only be spent on home hardening projects which improve the ability of a home to withstand wildfire. Unfortunately, livability items, home expansions and aesthetics improvements cannot be funded with FEMA funds. Materials used must be noncombustible.

Fiscal Impacts

Funds for this program are entirely paid for by the FEMA Grant. The program required the homeowner to contribute 10% of the cost of the individual home hardening and/or defensible space project. The remainder of the project up to 90% is paid for by the grant. All homeowners with single-family homes, duplexes, triplexes, and mobile homes are eligible. Apartments and commercial structures cannot be funded under the regulatory framework of the grant. City staff time will be needed to help 4Leaf market the program and for financial management.

Attachments:

- 1. Resolution __-2025
- 2. Agreement for Services 4 Leaf Inc.
- 3. Budget Document

City of Colfax City Council

Resolution № __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH 4LEAF INC. IN THE AMOUNT OF \$2,039,215.00 TO PERFORM ENVIRONMENTAL AND HISTORICAL PRESERVATION REVIEW (PHASE I/II) AND PROGRAM MANAGEMENT FOR HOME HARDENING (PHASE III).

WHEREAS, The City of Colfax (City) is currently working with CAL OES to implement measures identified by the City's adopted Home Hardening and Defensible Space program. The program will be funded by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant. As a provision of the grant, the homeowner will provide a percentage funding match, as determined by the City's Home Hardening Program (HHP). The Home Hardening initiative aims to perform defensible space and retrofit measures on existing residential homesites to mitigate against wildfire losses. The program proposes to target the one hundred and thirty-seven (137) residential units eligible for home hardening and defensible space improvements. The program has also identified sixty-three (63) units that could implement defensible space improvements. It is anticipated that the analysis necessary to qualify for funding and the improvements will be segmented into multiple phases.; and,

WHEREAS, Homeowners within the project area who apply to participate in the program will receive a home assessment by program staff to identify the defensible space and retrofit measures which are recommended to increase protection against wildfires. The program has a defined list of measures that may be implemented on homesites Not every home will receive all measures, but no homesite will have measures more extensive than those listed as eligible under the program.; and,

WHEREAS, The infusion of federal funds into the program requires compliance with federal and state environmental regulations, including the National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), and Section 106 of the National Historic Preservation Act. As such, the City seeks the professional services of qualified Subject Matter Experts (SME's) to inform the possible environmental impacts of this program in the proposed project areas including biological, archaeological, architectural, and historical research services. Subject Matter Experts in Archaeology or Architectural History shall meet the Secretary of the Interior's Historic Preservation Professional City of Colfax Home Hardening RFP Qualification Standards in their respective field. Subject Matter Experts in Biology and Botany shall possess at least one year of experience conducting reviews in California and experience with the pertinent species of concern for management areas; and,

WHEREAS, On November 5, 2024, the City with assistance from the California Office of Emergency Services (OES), released a request for proposals (RFP) for to perform Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III). Two firms responded to the RFP and a selection committee made up of the City Manager, Mayor Lomen and the City Engineer unanimously recommended the firm of 4 Leaf Inc. to be hired by the Council for this project: and,

WHEREAS, Phase 1 of the project will complete the required environmental analysis to allow individual homes to become eligible for the program. Phase 2 will consist of marketing the program and analyzing those eligible homes that are interested in the program but have been found to have

environmental impacts that can be mitigated. Phase 3 will be developing scopes of work for individual homeowners, hiring independent contractors for home hardening or defensible space and completing that construction. The 4Leaf team is composed of subject matter experts in all require fields needed, grant management and construction/inspection professionals with experience in home hardening and housing rehabilitation programs. Funds for this program can only be spent on home hardening projects which improve the ability of a home to withstand wildfire. Unfortunately, livability items, home expansions and aesthetics improvements cannot be funded with FEMA funds. Materials used must be non-combustible.

WHEREAS, Funds for this program are entirely paid for by the FEMA Grant. The program required the homeowner to contribute 10% of the cost of the individual home hardening and/or defensible space project. The remainder of the project up to 90% is paid for by the grant. All homeowners with single-family homes, duplexes, triplexes and mobile homes are eligible. Apartments and commercial structures cannot be funded under the regulatory framework of the grant. City staff time will be needed to help 4Leaf market the program and for financial management.

WHEREAS, the City of Colfax wishes to execute another agreement with 4Leaf Inc. in the amount of \$2,039,215 to perform Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with 4Leaf Inc. in the amount of \$2,039,215 to perform Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III).

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on March 12, 2025, by the following vote of the Council:

AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	Sean Lomen, Mayor
Amanda Ahre, City Clerk	

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 12th day of March_by and between the City of Colfax, a municipal corporation of the State of California ("City") and 4LEAF, Inc. ("Consultant").

RECITALS

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

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

Section 1. Services

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in

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such detail as may reasonably be required by City in the usual course of City business but shall include at least:

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to

2 | Page 39890338.1

72

Defend, the City and its officers, officials, employees, and volunteers from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or willful misconduct or material defects in design by the City or its agents, servants, employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the passive or active negligence or willful misconduct of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

Notwithstanding the foregoing, Consultant has no duty to defend professional negligence claims not covered by its professional liability insurance. Consultant shall indemnify and hold the City harmless for any professional negligence claims arising from its performance of this Agreement.

Section 6. Insurance.

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

A. Workers' Compensation Coverage. Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

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A. <u>Commercial General Liability Coverage (CGL)</u>. Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising injury, and property damage

insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$2,000,000.00per occurrence. General liability coverage written on a claims-made basis shall not be acceptable absent prior written authorization from the City.

- B. <u>Automobile Liability Coverage.</u> Automobile liability insurance written on the most recent Insurance Services Office (ISO) form covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000.00 combined single limit for each occurrence.
- C. <u>Policy Endorsements.</u> Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
 - The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 - 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 - 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 - 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 - 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- D. <u>Professional Liability Coverage</u>. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. The professional liability insurance policy shall be

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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.

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

Section 7. Subcontracts.

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

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Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the effective date of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City. Consultant shall have the right to terminate this Agreement upon fifteen (15) days' written notice for non-payment, subject to the provisions of paragraph 3.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the

date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

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Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Severability.

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

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Section 19. Entire Agreement; Amendment.

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

Section 20. Time of the Essence.

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

Section 21. Written Notification.

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

If to City: City of Colfax

33 S. Main Street Colfax, CA 95713

If to Consultant: 4Leaf, Inc.

8896 N. Winding Way Fair Oaks, CA

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Section 22. 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. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

Section 23. 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 24. Attorney's Fees.

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

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

CITY	CONSULTANT	
Signature:	Signature:	
Printed Name: Ron Walker	Printed Name:	Bert Gross
Title: <u>City Manager</u>	Title:	Vice President
Date:	Date:	
APPROVED AS TO FORM:		
City Attorney		

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AGREEMENT FOR CONSULTING SERVICES

EXHIBIT A

2.0 Scope of Services

2.1 Phase I: Environmental and Historic Preservation Reviews and Deliverables

TASK 2.1.1 - Desk Review and Mapping Analysis

Phase I of the project will involve a review of the project area and a list of specific parcels within the project area. This review will identify those parcels for which the proposed program measures may have little to no environmental impact (referred to as 'No Issue'). This desk review and mapping analysis will involve analyzing the project area and the list of 'No Issue' parcels against maps and databases listed below, and any other available information. The desk review will identify any parcel specific constraints for properties on the draft 'No Issue' list. 4Leaf Inc. will provide an excel spreadsheet listing the 'No Issue' parcels which will be reviewed during Phase I. Any parcel determined to be historically or culturally significant should be flagged for removal from the list.

The draft 'No Issue' parcel list excludes parcels with a "year-built date" of 45 years or greater from the date of review, according to local Property Assessors records which has been approved by FEMA as the system of record for the Program. Those excluded parcels will be evaluated in Phase II.

4Leaf Inc. will evaluate the project area and the list of 'No Issue' parcels, considering the program's eligible hardening measures which may be performed on homesites participating in the program. These reviews should culminate in the production of the materials described below, which will be provided to FEMA for review and any necessary consultations:

TASK 2.1.2- Biology and Botany

Reviews will be completed by a Biologist and Botanist and must include the following:

- A. Property address and latitude/longitude coordinates for each 'No Issue' parcel.
- B. US Fish and Wildlife Service (USFWS) Information for Planning and
 - Consultation IPaC) report for the parcel.
- C. California Natural Diversity Database report showing that the parcel is not in or adjacent to Federal ESA species sighting polygons. Dated reporting will be provided for the following:
- Species listed or proposed for listing as threatened, rare, or endangered under the

- federal Endangered Species Act (ESA) or California Endangered Species Act (CESA).
- Species considered as candidates for listing under the ESA or CESA.
- Wildlife species designated by CDFW as Species of Special Concern.
- Animals fully protected under the California Fish and Game Code.
- Plants considered by CDFW to be "rare, threatened, or endangered in California" (California Rare Plant Ranks [CRPR] of 1A, presumed extinct in California and not known to occur elsewhere; 1B, considered rare or endangered in California and elsewhere; 2A, presumed extinct in California, but more common elsewhere and 2B, considered rare or endangered in California but more common elsewhere), and sensitive natural communities, including wetlands under Federal or State jurisdiction, other aquatic resources, riparian habitats, and valley oak (Quercus lobata) woodland.
- A community-level map including species occurrences listed in the categories should be provided for a 3-mile buffer around the project area boundaries with a legend symbolizing each species. If possible, display these data and the 'No Issue' parcels at a scale of 1:46,000. If unable to distinguish parcels at this scale, divide community- level map(s) into different areas as necessary to show CNDDB data in relation to the project. If no wildlife or plant occurrences are visible within 3 miles of project area boundaries, extend the buffer further to show the nearest occurrences. Include an assessment of possible impacts and proposed protection measures.
- Map printout of data from the USFWS Environmental Conservation Online System Threatened and Endangered Species Active Critical Habitat Report system showing that the property is not within critical habitat for any ESA species. A community-level map with a 3-mile buffer applied around the project area boundaries showing critical habitat, scaled at 1:75,000 or as appropriate, with species legend should be provided. If no critical habitat is visible within a 3-mile buffer around project area boundaries, extend this buffer to show the nearest critical habitat to the project area boundaries.
- USFWS National Wetland Inventory map showing that the vegetation clearance zone is not within 150 feet of a wetland or waterway. A community level map(s) at an appropriate scale should be provided showing any wetland areas within 3 miles of the project area boundaries. If no occurrences are visible within a 3-mile buffer around the project area boundaries, extend this buffer further to show the nearest wetland or waterway occurrences in relation to project area boundaries. If parcels are spread out or difficult to distinguish in relation to National Wetland Inventory data, provide parcel specific maps for each proposed 'No Issue' parcel with 150-foot buffer applied beyond the 100-foot construction/defensible space zone with a legend demonstrating that no wetlands or waterways are present within that area.
- A. A statement indicating that no vegetation clearing work will occur during bird nesting season (February 1 through August 31). If work must occur during this time,

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for compliance with the Migratory Bird Treaty Act and California Fish and Game Code, nesting bird surveys must be conducted by a qualified USFWS approved avian biologist no more than 7 days prior to planned work to locate nests within and adjacent to (150 feet beyond) the proposed work area. If no protected nesting birds are detected, the work may proceed, however, if construction activities pause for more than 7 days, another nesting bird survey must be conducted before construction can resume. Additional information on specific requirements, if a nest is detected, is detailed in the "CA Home Hardening Phase I Property Conditions" document. Post-clearance prior to or at grant closeout, proof of when vegetation clearing occurred, and the biological survey/monitoring having occurred (if required) will be necessary.

- D. A community-level USFS CalVeg Land Cover map with a 1-mile buffer applied beyond the project area boundaries and an assessment/discussion of findings. If these data fail to provide a clear picture of the surrounding land cover, this buffer should be extended to 3 miles or until a sufficient overview of the surrounding land cover is captured.
- E. A report on the methodology and findings for each area of assessment above. The report will include a table with data fields for each Federally protected wildlife and plant species by scientific name, common name, ESA status, number of occurrences, growth form, habitat types, blooming period, indication if critical habitat, potential to occur within work area(s), and potential to be impacted by the project. Occurrences in CNDDB greater than 75 years old may be removed from the analysis. Note on an Excel spreadsheet any parcels that should be removed from the proposed 'No Issue' properties list, noting the factor affecting removal (wetland, presence of critical habitat, etc.). These parcels will undergo additional review during Phase II of the project if the homeowner applies to the program.

TASK 2.1.3 - Architectural History

- A. Certification based on California Historical Resource Information System (CHRIS) records and other available sources of information that the property is not individually listed or eligible for listing in the National Register of Historic Places (NRHP) and not in or adjacent to a National Register of Historic Places (NRHP) listed or NRHP-eligible historic district as verified by CHRIS records.
- B. Property address and parcel number.
- C. Building year of construction.
- D. Source of the information utilized to determine building age.
- E. 4Leaf Inc. will provide a report of methodology and findings for each area of assessment. The report should identify the parcel number and address of all properties to be removed from the proposed 'No Issue' list. Also note on an Excel

spreadsheet any parcels that should be removed from the proposed 'No Issue' properties list, citing the factor affecting removal (age of building, NRHP status, etc.). These parcels will undergo additional review if the homeowner applies to the program.

TASK 2.1.4 - National Flood Insurance Program (NFIP)

A. Verification of National Flood Insurance Program (NFIP) participation if the property address is located within a floodway or the 100-year floodplain as based on the Flood Insurance Rate Map (FIRM). A FIRMette can be utilized, which is a web-based tool that displays the FIRM or flood map index selected for specific areas of interest. If the entire area of assessment is outside of the 100-year floodplain, this may be demonstrated in a community-level map(s) at a scale of 1:45,000 or a scale similar to those provided for the biological review. Parcel- specific maps are requested for those properties inside the 100-year floodplain.

TASK 2.1.5 - Archaeology

- A. Certification based on CHRIS records, a California Native American Heritage Commission (NAHC) Sacred Lands File search, and other available sources of information that the property does not contain any identified archaeological sites, other recorded cultural resources, or identified tribal cultural resources and is not likely to contain cultural materials on the ground surface in the location where work is proposed.
- B. Results of the California Native NAHC Sacred Lands File search and associated Native American contact list and their responses. The deliverables will include the request for a search of the Sacred Lands File and the NAHC's response and Native American contact list. FEMA will contact the Tribes and individuals identified.
- C. 4Leaf Inc. will provide a report of methodology and findings for each area of assessment, noting parcels to be flagged for removed from the draft 'No Issue' list. The report should identify the parcel number and address of all properties to be removed from the proposed 'No Issue' list.

Deliverables: Phase I deliverables will include all reports, mapping and information identified as part of the defined scope for this phase. In addition, the work product will include an Excel spreadsheet flagging the removal of any parcels that should be removed from the 'No Issue' properties list, citing the factor affecting removal (proximity to known archaeological sites, NAHC results, etc.). These parcels will undergo additional review during Phase II if the homeowner applies to the program.

2.2 Phase II: Environmental and Historic Preservation Reviews and Deliverables

TASK 2.2.1 - Environmental Phase II (Issue Parcels/Scope Analysis)

As homeowners from within the project area apply to the Program and are determined to be eligible (confirmed to be the legal owner who authorizes access to the property), 4 Leaf Inc. will complete a home assessment and prepare a Scope of Work with proposed defensible space and retrofit measures to harden the homesite against the risk of wildfire. 4 Leaf Inc. will determine if the homesite is on the 'No Issue' parcel list approved by FEMA 4 Leaf Inc. will be doing assessments for both "issue" parcels (not on the no issue list) and the assessment for all "no issue" parcels. If desired, the 4 Leaf Inc. can coordinate an agreement with CAL FIRE to perform assessments for the properties. If an agreement is made with CAL FIRE to perform the assessments, then 4Leaf Inc. will be review CAL FIRE's findings and recommendations. The 4 Leaf Inc. will present all findings to City staff to allow the city to ensure compliance with the City's HHP.

Any property that was not identified as a 'No Issue' parcel will be added to the Phase II portion of this analysis. These properties will be referred to 4Leaf Inc. for further review and consideration. Additionally, any 'No Issue' property with a Scope of Work Flag that exceeds the property conditions established by FEMA for the program will be referred to the Phase II 4 Leaf team members for review.

4 Leaft Inc's SMEs in the fields of Biology, Botany, Architectural History/Historic Architecture, and Archeology will support the program with site specific reviews of the defensible space and retrofit measures to be performed at specific homesites that are determined to be 'Issue' properties and/or that have a Scope of Work Flag.

'Issue' properties are those within the project area that are located on a parcel:

- In a special flood area:
- Within or within150 feet of Federally designated critical habitat;
- Within or within 150 feet of a California Natural Diversity Database Endangered Species Act (ESA) species observation polygon;
- Containing a wetland or a body of water or are within 150 feet from one;
- With a property that is individually listed or eligible for listing in the National Register of Historic Places (NRHP) or within an NRHP-listed or NRHP-eligible historic district;
- With a Mills Act property or a property in or adjacent to a state or local historic district as verified by County or other local sources.
- With a building or structure that would be subject to home hardening and was
- constructed 45 years ago or greater at the time of application to the program;
- Where the proposed Scope of Work exceeds any of the property conditions on the "Phase I Property Conditions" document.

4Leaf Inc. will review the property package, which will include the "Site Specific Checklist" (indicating the factors which prevented the parcel from being "No-Issue") and the home assessment report (includes pictures of the parcel that depict the overall home site, structure, and areas where work is proposed, and a summary of the defensible space and retrofit measures proposed to be performed by the program).

TASK 2.2.2 - Architectural History

4Leaf Inc. will:

- A. Review the reports prepared during Phase I of the project, as applicable.
- B. Review home assessment report/site specific Scope of Work for homesites with a year- built date of 45 years or greater for which a home hardening retrofit activity is proposed.
- C. Review the home assessment report for any properties that are determined to be of historical or cultural significance due to their listing on a local register, the California Register of Historical Resources (CRHR), or NRHP as an individual property or element of a historic district; their status as indicated in the California Built Environment Resources Directory; their status as a Mills Act property, as verified by County or other local sources; and/or California Historic Resources Information System (CHRIS) records indicating the property is in or adjacent to a state or local historic district.
 - A. Review the home hardening retrofit Scope of Work against the Programmatic Allowances in Appendix B of the 2019 Programmatic Agreement among FEMA, Cal OES, and the California State Historic Preservation Officer. If the retrofit does not meet Programmatic Allowances, the SME will evaluate the building or structure for listing in the National Register of Historic Places (NRHP) following significance criteria under 36 CFR 60. The SME also will assess whether the proposed scope would result in an adverse effect to the building or structure per Section 106 of the National Historic Preservation Act.

4Leaf Inc. will participate in consultation(s) with FEMA and other federal, state, or local partners as necessary if the building or structure is determined to be NRHP-eligible to develop and agree upon the scope and materials used. This may require field visits.

Upon review of specific properties and measures proposed to be performed by the program, 4Leaf Inc. will provide input regarding whether the project should be approved as proposed with no concerns or will propose alternative methods or materials to best preserve the historical integrity of the property and avoid adverse effects. Deliverables: Comprehensive Wildfire Management Plan (CWMP) 4 Leaf Inc. SME Review Form or equivalent.

39899388.1 18 | Page

TASK 2.2.3 - Archaeology

4Leaf Inc. will:

- A. Review the reports and maps prepared by 4Leaf Inc. during Phase I of the project, as applicable.
- B. Review the home assessment report/site specific Scope of Work to determine if project activities meet Programmatic Allowances II.F.2.a-d (see Bullet 8 above for definition of 'Issue' properties) for defensible space measures.
- C. Review CHRIS records, NAHC Sacred Lands File search results, and other available sources of information to determine if a property contains any identified archaeological sites, other recorded cultural resources, identified tribal cultural resources, or may possess a high likelihood of containing cultural materials on the ground surface in the location where the work is proposed if the home assessment report/site specific Scope of Work does not meet Allowances II.F.2.a-d.
- D. 4Leaf Inc. will participate in consultation(s) with FEMA and other federal, state, or local partners as necessary.
- E. If requested, 4Leaf Inc. will provide technical expertise and support related to the assessment, NRHP evaluation, and avoidance or mitigation of unexpected discoveries (prehistoric or historic period cultural materials or features).

Upon review of specific properties and measures proposed to be performed by the program, the 4Leaf Inc. will provide input regarding whether the project should be approved as proposed or will propose alternative methods or mitigation measures to avoid adverse effects to any cultural resources associated with the property.

Deliverables: 4 Leaf Inc.'s CWMP SME Review Form or equivalent.

TASK 2.2.4 - Biological & Botany Resources Support

Reviews will be completed by a Biologist and Botanist with at least one year of experience conducting reviews in California and one year of experience with the pertinent species of concern for the management areas. 4Leaf Inc. will:

- A. Review the reports and maps prepared by Subject Matter Experts during Phase I of the project, as applicable.
- B. Review proposed measures to be performed at homes located within wetland, special flood, or critical habitat areas based upon:
- US Fish and Wildlife Service (USFWS) Information for Planning and consultation (IPaC) reports and maps of the project area showing critical habitat for any ESA species within the property area or within a 3-mile buffer.

39899338.1 19 | Page

- California Natural Diversity Database report showing that the property is within or adjacent to ESA species sighting polygons. Occurrences in CNDDB greater than 75 years old may be removed from the analysis.
- USFWS National Wetland Inventory map showing that the vegetation clearance zone is within 150 feet of a wetland or waterway.
 Upon review of specific properties and measures proposed to be performed by the program, 4Leaf Inc. will provide input to either approve those measures as proposed or provide alternative methods or mitigations to best preserve the environmental integrity of the property.

Deliverables: CWMP 4Leaf Inc. Review Form or equivalent.

In addition to reviewing 'Issue' parcels and those with scope of work flags as previously described, the Biology SME will:

- A. If work must be performed during bird nesting season (Feb 1 Aug 31), compliance with Migratory Bird Treaty Act and California Fish and Game Code is required. A qualified USFWS-approved avian biologist must perform nesting bird surveys no more than seven days prior to the commencement of site work during Migratory Bird Season (February 1 August 31) and, if work pauses for more than seven days to locate nests within and adjacent to (150 feet beyond) the proposed work area., perform another nesting bird survey before construction resumes. If no protected nesting birds are detected, the work may proceed, however it must be conducted before construction can resume. If an active nest is detected during the survey, either work must be suspended until the young have fledged OR the following will apply:
- An exclusionary buffer will be established around the nest. The buffer distance will be
 determined by the USFWS-approved biologist considering several factors: presence of
 natural buffers (vegetation/topography), nest height, location of foraging territory,
 nature of the proposed activities, and baseline levels of noise and human activity. The
 buffer may range from 50 feet to over 250 feet in width.
- The biologist must monitor the nest during construction for signs of adverse effects including distress/disturbance (since "take" is not authorized). If adverse effects are detected, then the biologist will have the authority to stop all construction activity in the vicinity of the nest.
- The biologist must continue to monitor the nest and will determine when the young have fledged. Once young have left the nest the buffer and exclusion zone may be removed and construction activities within these areas may resume.
- The survey should extend 150 feet beyond the proposed work area.
- No work will occur within 500 feet of an active Federally protected Threatened or Endangered species nest, for all other species, if an active nest of any bird species is

398993881 20 | Page

identified, the project biologist will designate a species-specific no equipment/no activity buffer of a minimum of 100 feet (2,640 feet for eagles) around the nest. The biologist will assess each active nest for the species tolerance to human activity, vegetation or other materials that may screen the nest from noise or view of the work, the nature of the work, or other environmental factors.

- Monitor the nest during construction for signs of species disturbance (since "take" is not authorized).
- If adverse effects are detected, request that construction activity in the vicinity
 of the nest be halted.
- Continue to monitor the nest and determine when young have fledged.
- Once young have left the nest OR the beginning of the nonbreeding season is reached, the exclusionary buffer may be removed and construction activities within these areas may resume.
- Participate in consultation(s) with FEMA and other federal, state, or local partners, as necessary.
- Conduct field visits as required.

Deliverables: After the review of the appropriate reviews as described above, 4Leaf Inc. will return the stated deliverables to Ron Walker, City of Colfax City Manager or his assignee. SME's may use the "CWMP 4Leaf Inc. Review Form" created for the program (and approved by FEMA) or a similar document containing the same information (indicating: no adverse impact or concerns, alternate methods or materials, or proposed mitigations along with any additional reports prepared by 4Leaf Inc.). FEMA will review the property package including the 4Leaf Inc. Expert Review and Certification Form. If FEMA has questions regarding the property and requires additional input from the 4Leaf Inc. or any support with subsequent consultations, this will be communicated through Ron Walker, City of Colfax City Manager or his assignee.

2.3 Phase III: Project and Construction Management of the City of Colfax's Home Hardening Program

TASK 2.3.1 - Project and Construction Management

The third phase of the proposal is for 4Leaf Inc. to provide project and construction management for the Home Hardening Program for the City of Colfax. As part of this phase of the scope of work 4Leaf Inc. will be responsible for the following duties:

- A. Implement the rules and regulations of the Home Hardening Program.
- B. Provide consultation and technical services to the public regarding the Home Hardening program.
- C. Provide homeowner outreach and program marketing to eligible parties.

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- D. To better serve the community, regular office hours at City Hall should be established by 4Leaf Inc. (approximately 4 to 6 hours per week).
- E. Coordinate right-of-entry for individual properties to fulfill required assessments and evaluations.
- F. Provide case management duties as outlined in sections G-M.
- G. Conduct property inspections, prepare work write-ups and cost estimates; ensure eligibility of work items; evaluate bid responses submitted by contractors; ensure contractor meets all necessary requirements; conduct preconstruction meetings with all parties when required; and provided post construction walk-throughs.
- H. Provide the City of Colfax with documentation that all approved work has been completed, per the approved "Scope of Work" following completion of improvements.
- I. Complete documentation for historical preservation, lead based paint and flood insurance.
- J. Coordinate, monitor and inspect progress of mitigation projects;
- K. Conduct final inspections in conjunction with Building Department (as necessary); obtain copy of City building permits; and process Notice of Completions.
- L. Review each program case file to ensure all documentation is in accordance with regulations for monitoring and auditing.
- M. Coordinate annual monitoring of approved grants.
- N. Other items, subject to authorization in writing by the City and concurrence by 4 Leaf Inc., that may arise as a result of implementation of any phase of this program.

The City Shall

- 1. Upon submission of a 4Leaf Inc. invoice, the City commits to submit a request for reimbursement to FEMA within ten (10) business days. The city will work closely with 4Leaf on the timing and submissions of grant reimbursements. This will allow for adequate cash flow both for the city and 4Leaf.
- 2. The City will work closely with 4leaf Inc. to administer direct payments from the city to contractors for home hardening and defensible space projects.
- 3. The City will in 2025, through the close of the program, designate office space for the 4 leaf Inc. Construction Manager for 4-6 hours per week in accordance with the grant application.
- 4. The City will utilize its newsletter, social media, website and other communication methods to assist 4 Leaf in marketing this program. 4Leaf Inc. will design the outreach materials but needs the city's established communications network to market the program. The City will also actively participate in meetings and events with 4Leaf Inc. to market the program
- 5. The City will commit its contract building inspector and contract city engineer to work closely with 4Leaf Inc. on all home hardening projects/defensible space projects. This is imperative to ensure the homeowner's project is completed in an

398993881 22 | Page

- effective and timely manner.
- 6. The City will assist 4Leaf Inc. in developing an inspection program with CalFire for defensible space portions of this project per the grant application.



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 PHASE
 TOTAL.COST

 Phase I
 \$ 199.077.00

 Phase 11
 \$485.45B.00

 Phase III
 \$ 1,35:4,679.78

 TOTAL PROJECT
 \$ 2,039.214.78

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February 9, 2025

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Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III)

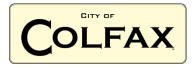


Cost Proposal: 4LEAF, Inc.	City of Colfax Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III)			ram	Page 1 of 2 - 2/9/2025
Task	Position	Name	Hourly Rate	Estimated Hours	Total Cost
Phase I, Section 2.1 Environmental & Hi	storical Reviews				
TASK 2.1.1 - 2.1.1.5	4LEAF, Inc. Principal	Bert Gross, PE	\$ 250.00	32	\$ 8,000.00
Note: Response based upon 773	Project Manager	Mike Luken	\$ 240.00	160	\$ 38,400.00
structures as defined by the 2020- 2029 City of Colfax Housing Elment (SFD, Duplex, Triplex, Fourplex, Mobile Homes)	4LEAF, Inc. HHDS	Steve Fawcett	\$ 185.00	0	0
	4LEAF, Inc. Project Admin	Outreach, Intake, File Maintenance	\$ 95.00	80	\$ 7,600.00
	EMC*	GIS/ Data Base Review-			\$ 75,900.00
	JRP*	GIS/ Data Base Review-			\$ 38,027.00
	Adams Ashby	Grant Mgmt/Reporting			\$ 19,250.00
	North Coast Opportunities	Strategic Advisor-Prior FEMA Home			\$ 4,400.00
Task 2.1.1-2.1.5 Misc. Charges:					\$ 7,500.00
Mileage, Postage, Copying		41 EAE I	nc. Phase		\$ 61 F00 00
		Consulta			\$ 61,500.00 \$ 137,577.00
			hase I		\$ 199,077.00
				Estimated	*,
Task	Position	Name	Rate	Hours	Total Cost
Phase II, Section 2.2 Environmental & H	istorical Reviews				
TASK 2.2.1 -2.2.4	4LEAF, Inc. Principal	Bert Gross, PE	\$ 250.00	32.00	\$ 8,000.00
Note: Response based upon 70 structures. This is an estimate. The	4LEAF, Inc. Project Manager	Mike Luken	\$ 240.00	128.00	\$ 30,720.00
number of parcels in Phase 2 will not be known until Phase 1 is completed	4LEAF, Inc. HHDS	Steve Fawcett	\$ 185.00	0.00	\$ -
	4LEAF, Inc. Project Admin	Outreach, Intake, File	\$ 95.00	64.00	\$ 6,080.00
	EMC*	Field Review-			\$ 197,439.00
	JRP*	Field Review-			\$ 215,919.00
	Adams Ashby	Grant			\$ 11,000.00
	North Coast	Strategic Advisor-Prior FEMA Home			Ф д доо оо
Task 2.2.1 - 2.2.4 Misc. Charges: Mileage, Postage, Copying	Opportunities	- Zivir (Home			\$ 8,800.00 \$ 7,500.00
		4LEAF,Ir	nc. Phase		\$ 52,300.00
		Consultants			\$ 433,158.00
		P	hase II		\$ 485,458.00

Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III)



Cost Proposal: 4LEAF, Inc.	City of Colfax Environmental and Historical Preservation Review (Phase I/II) and Program Management for Home Hardening (Phase III)				Page 2 of 2 - 2/9/2025
Task	Position	Name	Hourly Rate	Estimated Hours	Total Cost
Phase III, Section 2.3 Project & Constru	ction Managemen	t			
TASK 2.3.1					
structures as required by RFP. This was	4LEAF, Inc. Principal	Bert Gross, PE	\$ 250.00	80.00	\$ 20,000.00
done by City in this manner as the number of parcels in Phase 3 will not be	4LEAF, Inc. Project Manager	Mike Luken	\$ 240.00	300.00	\$ 72,000.00
known until Phase 2 is completed and may be impacted by the amount of work to be done on each project.	4LEAF, Inc. HHDS	Steve Fawcett	\$ 185.00	4160.00	\$ 769,600.00
	4LEAF, Inc. Project Admin	Outreach, Intake, File	\$ 95.00	4160.00	\$ 395,200.00
	EMC*	On Call Advisory Services-			\$ 13,095.50
	JRP*	On-Call Advisory Services GIS/ Data Base			\$ 7,984.28
	Adams Ashby	Grant Mgmt/Reporting			\$ 38,500.00
	North Coast Opportunities	Strategic Advisor-Prior FEMA Home			\$ 30,800.00
Task 2.3.1 Misc. Charges: Mileage, Postage, Copying					\$ 7,500.00
		4LEAF,In	c. Phase		\$ 1,264,300.00
		Consulta			\$ 90,379.78
		Р	hase III		\$ 1,354,679.78
			PHASE		TOTAL COST
		Pha	ase I		\$ 199,077.00
		Pha	ase II		\$ 485,458.00
			ase III		\$ 1,354,679.78
		TOTAL PR	OJECT		\$ 2,039,214.78



Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager Prepared by: Ron Walker, City Manager

Subject: Sierra Vista Community Center Funding Request – Farm-to-Table Dinner Event

Budget Impact Overview:

N/A: Funded: $\sqrt{}$ Un-funded: Amount: \$500.00 Fund(s): 100

RECOMMENDED ACTION: Adopt Resolution ___-2025 authorizing the City Manager to donate \$500.00 to the Sierra Vista Community Center – Farm-to-Table Dinner Event.

Summary/Background

The Farm-to-Table dinner is a 30-person event designed to celebrate and support local farmers, chefs, and businesses while fostering community engagement. The proceeds will benefit Outfielders' Community Garden, which is dedicated to providing a space for individuals and families to grow organic food, build community, and develop a deeper connection with the land and their food source.

The Sierra Vista Community Center (SVCC) is requesting a \$500.00 donation from the city to help cover the event cost, including:

- Sourcing fresh, local ingredients
- Equipment rentals (tables, chairs, serving ware)
- Marketing and outreach efforts

The community impacts are:

- Increase fresh produce accessibility for local families
- Educational workshops, gardening and sustainability
- Expand volunteer and engagement opportunities in the community

Fiscal Impacts

\$500.00

Attachments:

- 1. Resolution -2025
- 2. SVCC Funding Request Letter

City of Colfax City Council

Resolution № __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO DONATE \$500.00 TO THE SIERRA VISTA COMMUNITY CENTER – FARM-TO-TABLE DINNER EVENT

WHEREAS, The Farm-to-Table dinner is a 30-person event designed to celebrate and support local farmers, chefs, and businesses while fostering community engagement. The proceeds will benefit Outfielders' Community Garden, which is dedicated to providing a space for individuals and families to grow organic food, build community, and develop a deeper connection with the land and their food source; and,

WHEREAS, The Sierra Vista Community Center (SVCC) is requesting a \$500.00 donation from the city to help cover the event cost, including:

- Sourcing fresh, local ingredients
- Equipment rentals (tables, chairs, serving ware)
- Marketing and outreach efforts; and,

WHEREAS, The community impacts are:

- Increase fresh produce accessibility for local families
- Educational workshops, gardening and sustainability
- Expand Volunteer and engagement opportunities in the community; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to donate \$500.00 to the Sierra Vista Community Center to help fund their Farm-to-Table Dinner event.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on March 12, 2025, by the following vote of the Council:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sean Lomen, Mayor
ATTEST:	
Amanda Ahre, City Clerk	

Sierra Vista Community Center Request for Non-Profit Fund Donation Farm-to-Table Fundraiser – July 26th

Presented by: Nicole Lescher, Garden Liaison, Outfielders' Community Garden

Event Overview:

The Farm-to-Table dinner is a 30-person fundraising event designed to celebrate and support local farmers, chefs, and businesses while fostering community engagement. Proceeds will benefit Outfielders' Community Garden, which is dedicated to providing a space for individuals and families to grow organic food, build community, and develop a deeper connection with the land and their food sources.

Funding Request:

We are requesting a \$500 donation from the City of Colfax's non-profit fund to help cover event costs, including:

- Sourcing fresh, local ingredients
- Equipment rentals (tables, chairs, serving ware)
- Marketing and outreach efforts
- · Supporting local chefs and food artisans

Community Impact:

Your support will contribute to:

- Increased fresh produce accessibility for local families
- Educational workshops on gardening and sustainability
- Expanded volunteer and engagement opportunities in the community

Why Your Support Matters:

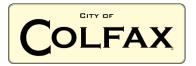
This fundraiser is an investment in Colfax's sustainable food ecosystem and community well-being. By contributing, you are helping us create a stronger, healthier, and more connected community.

Thank You for Your Consideration!

Please contact me with any questions,

Garden Liaison, Outfielders' Community Garden

(530) 401-2245



Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager Prepared by: Ron Walker, City Manager

Subject: Digital Billboard Photography Contest

Budget Impact Overview:

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

RECOMMENDED ACTION: Review and decide upon the winning photograph to be displayed on the digital billboards.

Summary/Background

In an effort to engage community members and bring more positive attention to the City while keeping in compliance with our contract with the Digital Billboard agreement, the Colfax Historic Business Association has organized the first downtown Photography Contest.

The Colfax Historic Business Association promoted the contest through social media and received numerous photographs from our community. These images were then showcased in a "likes" contest on Facebook, and today, we are presenting the top two winners, selected based on their engagement.

Conclusions and Findings

The photograph chosen by the Council will be displayed on digital billboards, replacing one of the two current City of Colfax banners, until the next contest, which is scheduled for late winter/early spring.

Fiscal Impacts

\$0.00

Attachments:

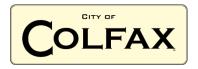
- 1. Entry 1
- 2. Entry 2

Entry 1 – Photograph by Greyson Sharpe



Entry 2 – Photograph By Ellen Soderholm





Staff Report to City Council

FOR THE MARCH 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager Prepared by: Ron Walker, City Manager

Subject: Discuss the temporary improvements for final consideration prior to beginning

installation of long-term equipment - Outdoor Dining Area – North Main St.

Budget Impact Overview:

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

RECOMMENDED ACTION: Discuss and give direction.

Summary/Background

During the Covid pandemic two outdoor dining areas were put in place because indoor dining had been prohibited. One was located outside the Railhead and the other was located in front of Grandma Cs. The area in front of the Railhead has been removed, but the outdoor dining area in front of the business formally known as Grandma Cs, now the location of Snapdragon Provisions & Bloomin' Mountain Flower shop remains and is in need of a complete makeover.

During the 2024 City budget meetings, the city council allocated \$25,000 for new fencing with the understanding that the remaining outdoor dining area is temporary until the city can find funding for the Downtown Connectivity Plan which calls for shifting parking and the road center line of North Main Steet to provide gathering space along business frontage, adding a roundabout on the North end of the historic downtown area, and relocating the Caboose to the grass area next to the museum.

Caroline McCully, President Railroad Days non-profit was successful in obtaining a \$10,000 grant from Union Pacific to help rehabilitate the remaining outdoor dining area.

On March 8th, the City held a workshop to discuss the Outdoor Dining Area configuration, fencing, tables. At tonight's meeting the City Council will take additional input from community members and give directions to staff for completion of the temporary outdoor dining area.

Fiscal Impacts

\$25,000.00

Attachments:

1. Resolution -2025