



# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Marnie Mendoza · Mayor Pro Tem Sean Lomen  
Councilmembers · Kim Douglass · Trinity Burruss · Joe Fatula

## REGULAR MEETING AGENDA

August 26, 2020

Regular Session: 6:00PM

### The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/82092808297>

Dial in by calling one of the numbers listed below and enter the Webinar ID: 820 9280 8297

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

1 **CLOSED SESSION** (NO CLOSED SESSION)

2 **OPEN SESSION**

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order

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

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

3 **AGENCY REPORTS**

3A. Placer County Sheriff

4 **PRESENTATION** (NO PRESENTATION)

5 **PUBLIC HEARING**

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

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

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



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

August 26, 2020

Page 1 of 3

5A. **Public Hearing – CDBG CV1 Application** (Pages 4-12)

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** It is recommended as follows:

- 1.) Open the public hearing and receive public comment regarding the Community Development Block Grant Coronavirus Aid, Relief and Economic Security Act (CDBG-CV1) program and possible activities and projects to be considered for funding under the upcoming Notice of Funding Availability (NOFA) process; and
- 2.) Provide direction for staff to prepare an application (Due August 31) in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV1 funds for COVID-19 related activities that benefit low- and moderate-income residents.

**6** **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**

6A. **Minutes – Regular Meeting of August 12, 2020** (Pages 13-15)

**Recommendation:** Approve the Minutes of the Regular Meeting of August 12, 2020

6B. **Cash Summary – July 2020** (Pages 16-29)

**Recommendation:** Accept and File.

6C. **Quarterly Investment Report – Quarter ended 06/30/2020** (Pages 30-38)

**Recommendation:** Accept and File.

6D. **Notice of Completion – South Auburn Street & I-80 Roundabout project** (Pages 39-45)

**Recommendation:** Adopt Resolution \_\_-2020 accepting the South Auburn St. & I-80 Roundabout project as complete and authorizing the City Clerk to file the notice of completion with the Placer County Recorder.

6E. **Engineering Design Services for Lift Station 5 Force Main Improvements – GHD Inc.** (Pages 46-63)

**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to enter into a consultant services agreement with GHD Inc. for the engineering design and investigation services for Lift Station #5 Force Main Improvements in an amount of \$50,051.

6F. **Lift Station #5 Pump Motor Replacement – Commercial Pump** (Pages 64-67)

**Recommendation:** Adopt Resolution \_\_-2020 authorizing the City Manager to purchase a new pump motor and install the unit from Commercial Pump for Lift Station #5 in the amount not to exceed \$73,133.

**7** **PUBLIC COMMENT**

*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.*



## 8 COUNCIL AND STAFF

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

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

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

## 9 COUNCIL BUSINESS

9A. **Commercial Cannabis Fees and Procedures** (Pages 68-120)

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** By motion, consider adopting the following:

- 1.) Resolution \_\_-2020 approving the Commercial Cannabis Business Permit Application Procedure Guidelines
- 2.) Resolution \_\_-2020 establishing and adopting fees to process applications for Commercial Cannabis Business Permits and the Annual Regulation of Commercial Cannabis Businesses.


## 10 GOOD OF THE ORDER

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

## 11 ADJOURNMENT

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I, Jaclyn Collier, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at [www.Colfax-ca.gov](http://www.Colfax-ca.gov).

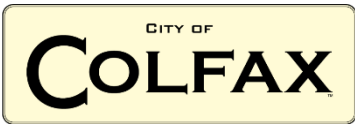
  
\_\_\_\_\_  
Jaclyn Collier, City Clerk

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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.

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# Staff Report to City Council

## FOR THE AUGUST 26, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Public Hearing - CDBG CV1 Application

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$60,224	<b>Fund(s):</b> 100-110
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**RECOMMENDED ACTION:** It is recommended as follows:

- 1.) Open the public hearing and receive public comment regarding the Community Development Block Grant Coronavirus Aid, Relief and Economic Security Act (CDBG-CV1) program and possible activities and projects to be considered for funding under the upcoming Notice of Funding Availability (NOFA) process; and
- 2.) Provide direction for staff to prepare an application (Due August 31) in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV1 funds for COVID-19 related activities that benefit low- and moderate-income residents.

**Summary/Background**

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV1) funds on June 5, 2020 for \$18.7 million in funds. Eligible cities and counties may submit applications for CDBG-CV1 funds under the NOFA for the allocation of \$60,224 to our community. A maximum of three (3) activities will be allowed under this application cycle. Each activity must expend all funds within 12 months of the contract execution.

The CDBG-CV1 Notice of Funding Availability (NOFA) provides funding ONLY for the following Activities, which are narrowly tailored as described in Section II A and Section II B of the Notice of Funding Availability (NOFA):

- Assistance to businesses and microenterprises impacted by COVID-19 stay-at-home orders and shut-downs
- Public services related to COVID-19 support
- Facility improvements related to COVID-19 healthcare and homeless housing needs
- Acquisition of real property to be used for the treatment or recovery of infectious diseases in response to COVID-19
- Subsistence for low/moderate income families

All activities are required to meet a National Objective as outlined under Section IV of the attached NOFA.

Before submitting an application, the first step required is to hold a public hearing. The purpose of the public hearing is to gather information regarding the needs of the community and business community. Staff will then work to prepare the final application for approval at a future meeting prior to submittal. The deadline for the submittal is August 31, 2020.

Project and program activities are also limited to the IDIS Matrix Codes as provided on Page 25 of the NOFA. The funds can be used to contract with a service provider to provide the desired program or to administer a program by the City. It is important to note that the funding includes extensive requirements for administration and data on both contractors and recipients of the services. Therefore, it is preferable to plan project or program and avoid dividing it into small sub-recipient grants to avoid duplicative administrative work. In addition, the data that needs to be collected from recipients of the services may limit the types of services the funding can feasibly be used for. Additionally, funds can be combined with other agency funding through MOU's to combine funding to one project or program for maximum results.

Based on the options available, staff recommends the consideration of the following:

Assist those whose employment has been adversely affected by the shelter-in-place orders by subsidizing their rent or mortgage payments, water, sewer, power, garbage and cable/internet obligations for a period up to three months.

**Environmental Review:**

CEQA and NEPA review will be considered based on the project or program selected. Programs are provided an exemption and documents will be completed accordingly.

**Fiscal Impacts**

It is estimated that the City will be eligible to receive up to \$60,224 based on a formula provided by HCD in the NOFA. Of that amount, 17% can be used towards administration (\$10,238), which will include the consultant's cost for administering the grant and reimbursement of staff time.

**Attachments:**

1. Public Hearing Presentation

# CDBG-CV1

Notice of Funding  
Availability

Public Hearing



# Background

- HUD provided \$18.7million in CARES Act funding to the State Non-Entitlement CDBG program in response to Coronavirus. (CDBG-CV1)
- Funds are being distributed by the Department of Housing and Community Development (HCD) CDBG Program through a method of distribution allocation
- Each city is scheduled to receive an amount as determined by CDBG
- Applications are due no later than **August 31, 2020**
- Activities are limited to **(3)** per applicant
- All funds must be **expended in 12 months** from Contract
- All Activities must meet a National Objective (Low-to-Moderate Income; LMI Job Retention, Limited Clientele, Low Mod Area, LMI Housing, and/or Urgent Need)
- Funds may be combined with other City's and County
- City must be in good standing and meet Threshold Requirements to be eligible

# CDBG-CV1 - Permitted Activities

1. Public Services to respond to COVID 19 Impacts
2. Public Facility Improvements:
  - Increase capacity of healthcare facilities
3. Public Facility Acquisition:
  - Increase healthcare facility capacity
4. Economic Development (Job Retention Focused)
  - Business Assistance
  - Micro Enterprise Financial and Technical Assistance



Attachment 1

## Public Hearing Process

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- Citizen Participation is a key component of the CDBG Program.
- Here today to allow an opportunity to pose questions and provide input on the program and receive answers
- We will now open the hearing and begin the Public Hearing Process. The process will include tracking your comments and answers provided to document the outreach. Please provide your name and then your comment or question.



# Potential Activities



Let's review the Permitted Activities and discuss the needs of the Community:

1. Public Services to respond to COVID 19 Impacts
  - Meals on Wheels
  - School Tutoring Program
  - Subsistence Payments
2. Public Facility Improvements: Increase capacity of healthcare facilities
  - Healthcare Clinic Support
  - Additional space for screening
3. Public Facility Acquisition: Increase healthcare facility capacity
  - Purchase of property for treatment of recovery or infectious disease
4. Economic Development (Job Retention Focused)
  - Business Assistance Financial and Technical
  - Micro Enterprise Financial and Technical Assistance (5 employees or less including owner(s))

# Resources

- CDBG-CV1 Notice of Funding Availability

[https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/CDBG-CV\\_NOFA\\_signed\\_and\\_ADA.pdf](https://www.hcd.ca.gov/grants-funding/active-funding/cdbg/docs/CDBG-CV_NOFA_signed_and_ADA.pdf)

- CDBG -CV1 Action Plan Amendment (State of California Department of Housing and Community Development)

<https://www.hcd.ca.gov/policy-researchplans-report/index/shtml>

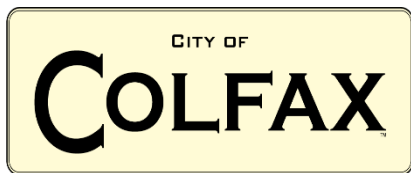
Attachment 1

## Public Hearing Review

- Close Public Hearing
- Review the discussion and ideas identified during the hearing
- Review next steps
- Adjourn

Thank you for your participation!





# City Council Minutes

Regular Meeting of Wednesday, August 12, 2020

City Hall Council Chambers

33 S. Main Street, Colfax CA

## 1 CLOSED SESSION (NO CLOSED SESSION)

## 2 OPEN SESSION

### 2A. Call Open Session to Order

Mayor Mendoza called the open session to order at 6:18PM

### 2B. Pledge of Allegiance

Councilmember Douglass led the Pledge of Allegiance

### 2C. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

### 2D. Approval of Agenda Order

**Recommendation:** By motion, accept the agenda as presented or amended.

MOTION made by Councilmember Burruss and seconded Councilmember Lomen and approved by the following roll call vote:

**AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula

**NOES:**

**ABSTAIN:**

**ABSENT:**

## 3 AGENCY REPORTS

3A. **Placer County Sheriff** – Ty Connors provided an update.

## 4 PRESENTATION (NO PRESENTATION)

## 5 PUBLIC HEARING (NO PUBLIC HEARING)

## 6 CONSENT CALENDAR

### 6A. Minutes – Regular Meeting of July 8, 2020

**Recommendation:** Approve the Minutes of the Regular Meeting of July 8, 2020

### 6B. Minutes – Special Meeting of July 16, 2020

**Recommendation:** Approve the Minutes of the Special Meeting of July 16, 2020

### 6C. Cash Summary – June 2020

**Recommendation:** Accept and File.

### 6D. 2020 Local Agency Biennial Notice

**Recommendation:** Accept and file the City of Colfax 2020 Local Agency Biennial Notice.

- 6E. Bureau Veritas Contract Extension for Building Inspection Services**  
**Recommendation:** Adopt Resolution 42-2020 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$108,000 for the fiscal year ending June 30, 2021.
- 6F. Human Resource Services Consultant Agreement – Koff and Associates**  
**Recommendation:** Adopt Resolution 43-2020 authorizing the City Manager to execute a contract with Koff and Associates for on-call Human Resource Services for \$15,000 per year for a two-year term in an amount not to exceed \$30,000.
- 6G. Contract Award for Kneeland Street Pavement Rehabilitation Project – Simpson & Simpson Inc. and Budget Amendment**  
**Recommendation:** Adopt Resolution 44-2020 authorizing the City Manager to:
1. Award a construction contract to Simpson & Simpson, Inc. in the amount of \$162,618.00 and authorize the City Manager to execute 15% change order in a total amount not to exceed \$187,010.70 for the Kneeland Street Pavement Rehabilitation Project.
  2. Approve a General Funds Transfer to the Road Maintenance Fund in the amount of \$20,000.
- 6H. Construction Management and Inspection Services for Kneeland Street Pavement Rehabilitation Project – Unico Engineering**  
**Recommendation:** Adopt Resolution 45-2020 authorizing the City Manager to enter into a consultant services agreement with Unico Engineering for construction management and inspection services on the Kneeland Street Pavement Rehabilitation Project in an amount not to exceed \$21,400.
- 6I. Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair**  
**Recommendation:** Adopt Resolution 46-2020 authorizing the City Manager to execute a Consultant Services Agreement with GHD Inc. for Geotechnical Engineering Observation and Construction Testing Services for the Pond 3 Fissure Repair for a not to exceed amount of \$28,500.
- 6J. Contract Award with Simpson & Simpson, Inc. for the McLaughlin Storm Drain Easement Improvements**  
**Recommended Action:** Adopt Resolution 47-2020 authorizing the City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$23,786.00 and authorize the City Manager to execute 20% change order in a total amount not to exceed \$28,543.20 for the Construction of approximately Twenty (20) Lineal Feet of Storm Drain Pipe on John McLaughlin Property and approximately Thirty (30) Lineal Feet of Keystone Block Retaining Wall in the right-of way of Depot Street.
- 6K. Culver Street Pavement Rehabilitation Project – Phase 2 – Notice of Completion**  
**Recommendation:** Adopt Resolution 48-2020 accepting the Culver Street Pavement Rehabilitation Project – Phase 2 – as complete and authorizing the recording of the notice of completion.

MOTION made by Councilmember Burruss and seconded by Mayor Pro Tem Lomen to approve the Consent Calendar and approved by the following roll call vote:

**AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula

**NOES:**

**ABSTAIN:**

**ABSENT:**

## 7 PUBLIC COMMENT

**8 COUNCIL AND STAFF REPORTS**

Mayor Mendoza requested to have a representative from CHP provide a report at the next Council Meeting

**9 COUNCIL BUSINESS**

**9A. CDBG Grant Administration and Labor Compliance Professional Services Agreement – Adams Ashby Group Inc.**

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** Discuss and consider adopting Resolution 49-2020 authorizing the City Manager to execute a Professional Services Agreement with Adam Ashby Group Inc. providing Grant Writing, Administration and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000 for a 5-year term.

MOTION made by Councilmember Fatula and seconded by Councilmember Burruss and approved by the following roll call vote:

**AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula

**NOES:**

**ABSTAIN:**


**ABSENT:**

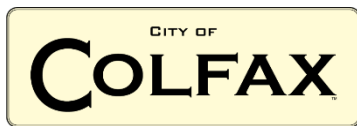
**10 GOOD OF THE ORDER**

**11 ADJOURNMENT**

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 7:18PM.

Respectfully submitted to City Council this 26<sup>th</sup> day of August, 2020.

  
\_\_\_\_\_  
Jaclyn Collier, City Clerk



# Staff Report to City Council

## FOR THE AUGUST 26, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary – July 2020

*Budget Impact Overview:*

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

### Summary/Background

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

The purpose of these reports is to provide status of funds and transparency for Council and the public of the financial transactions of the City.

The attached reports reflect an overview of the financial transactions of the City of Colfax in July 2020. Some monthly highlights are listed below:

- Received allocation for Sales Tax revenues reported/paid to the State for the month of May 2020.
- Continued receiving business license renewal payments for the fiscal year beginning July 2020.
- Received quarterly Interest payment (LAIF) and quarterly franchise fees.
- Received insurance reimbursement for water damage at Sheriff substation.
- Negative cash fund balances are due to timing of funding allocations and reimbursements:
  - Fund 300 – FY2020-21 ADA project was budgeted to be a transfer from General Funds.
  - Fund 357 – Culver Street Phase II and Fund 365 – Kneeland Street project will be funded with transfer from Fund 258 – Road Maintenance reserved funding.
  - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant anticipated in September, but may be delayed to early in 2021.
  - Fund 367 – SB2 Planning Grant – this is a reimbursable grant.
  - Fund 385 – Roundabout – Final construction payment was processed in May. The Project Notice of Completion is scheduled and final reimbursement requests will be submitted to Department of Transportation by end of August.
  - Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board.
- July expenditures included:
  - Quarterly insurance premiums for new fiscal year – workers compensation and general liability insurance.
  - Legal expenses for ongoing litigation.



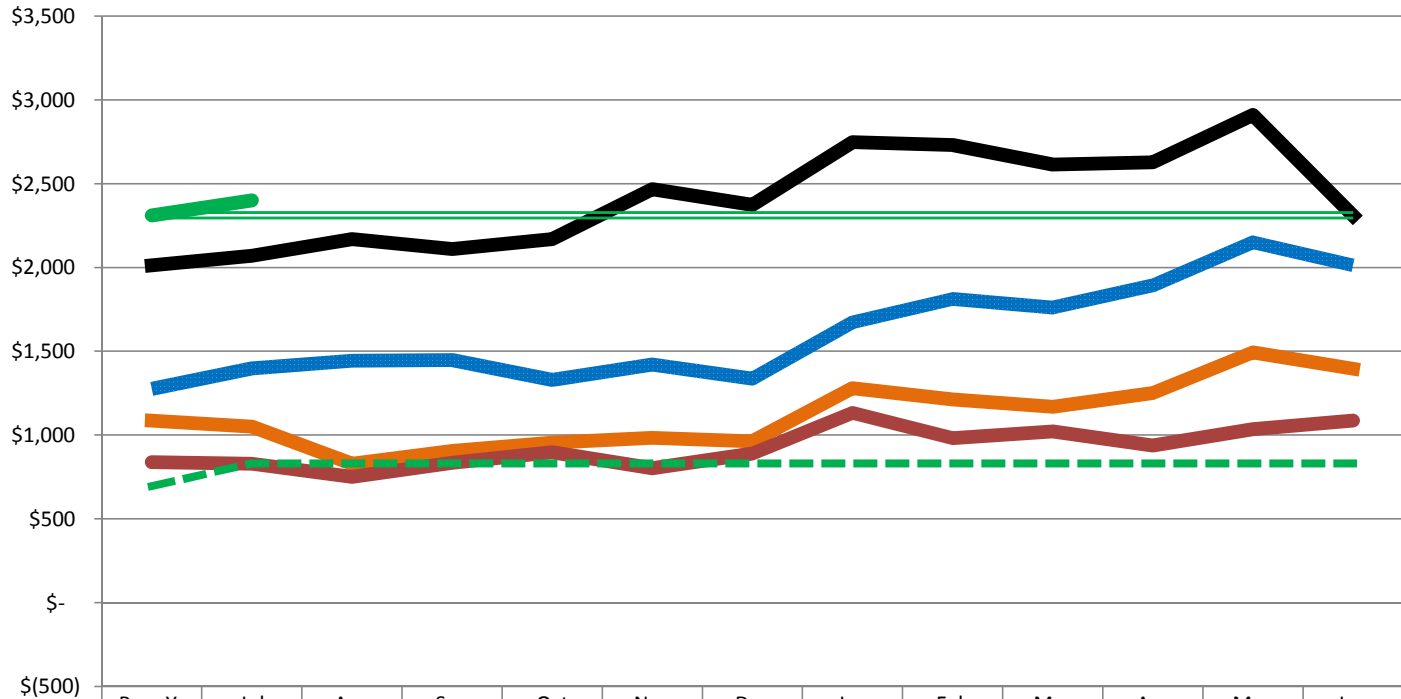
**Attachments:**

1. General Fund Reserved Cash Analysis Graphs
  - a. Cash Analysis – Balance
  - b. Expenses by Month
  - c. Revenues by Month
2. Cash Activity Reports
  - a. Cash Summary
  - b. Cash Transactions Report – by individual fund
  - c. Check Register Report - Accounts Payable
  - d. Daily Cash Summary Report (Cash Receipts)

Attachment 1a

**City of Colfax - July 2020**  
**General Fund Reserved Cash Analysis**  
 (Dollars in Thousands)

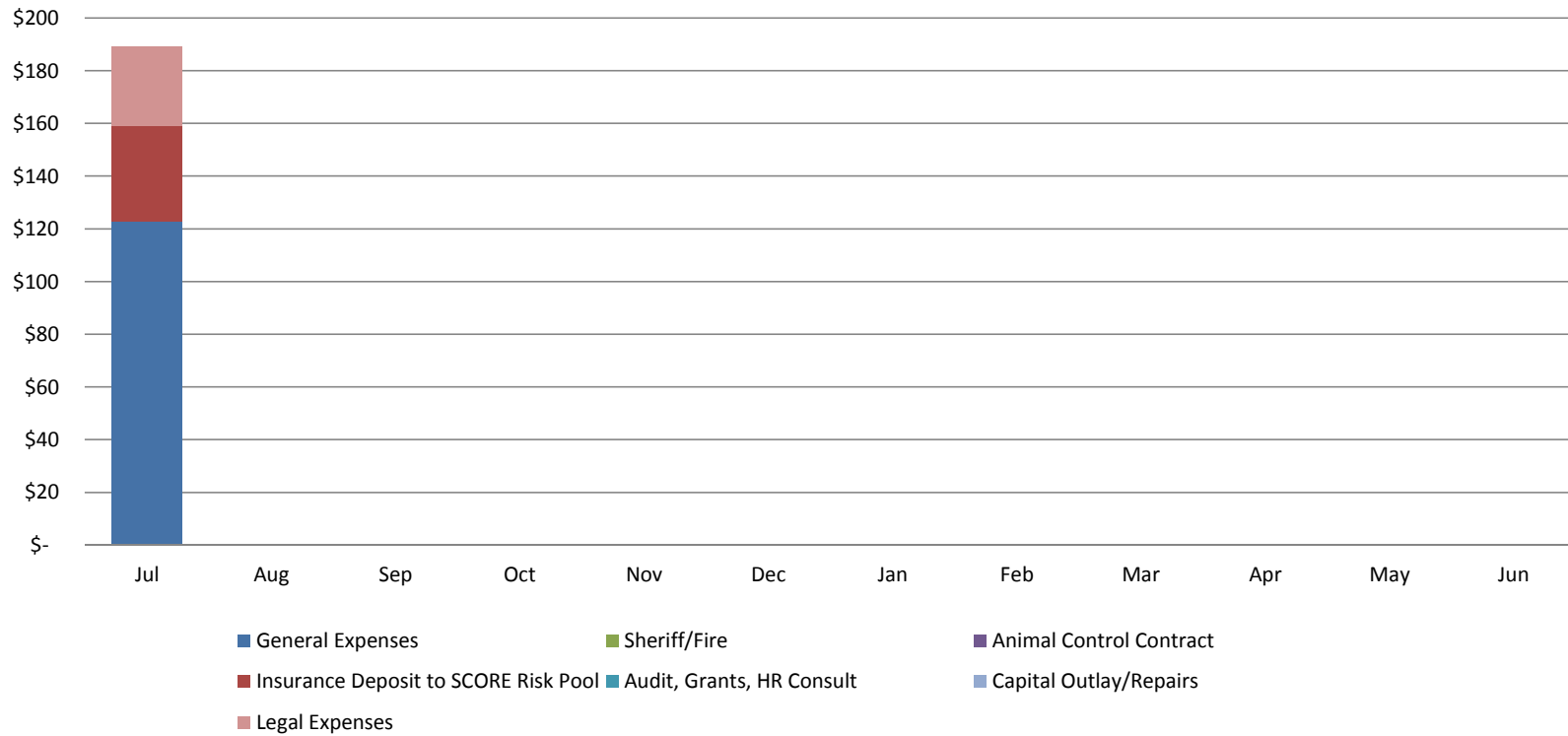
Fiscal Year 2020-21 >>



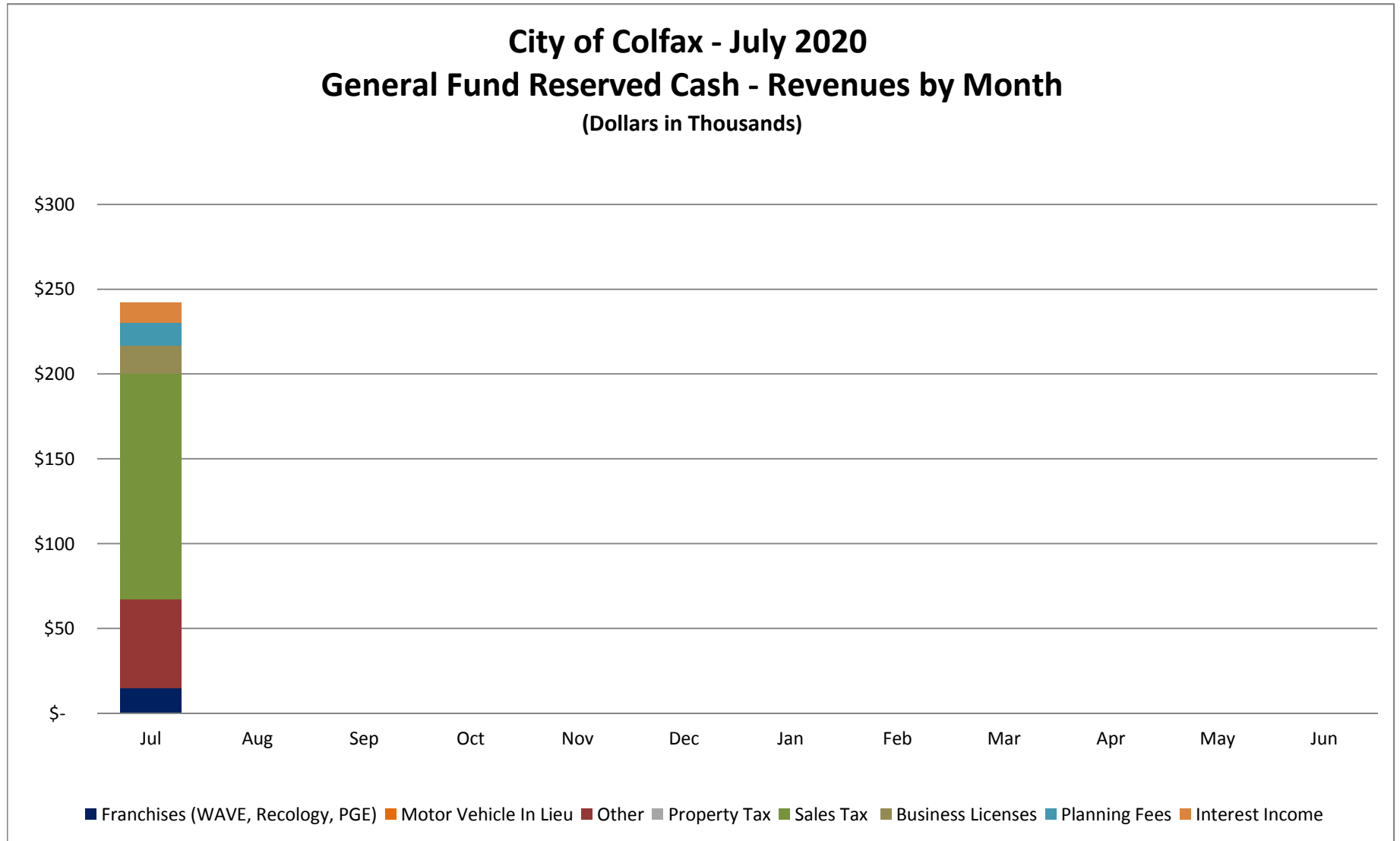
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2020-21	\$2,311	\$2,401											
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
*Reserves (Ops, Cap, Pen)	\$695	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830
Budget FY2020-21	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311

Attachment 1b

**City of Colfax - July 2020**  
**General Fund Reserved Cash - Expenses by Month**  
 (Dollars in Thousands)



Attachment 1c



**Attachment 2a**

**City of Colfax  
Cash Summary  
July 31, 2020**

	Balance 06/30/2020	Revenues In	Expenses Out	Transfers	Balance 07/31/2020
US Bank	\$ 333,464.65	\$ 712,664.42	\$ (806,597.35)	\$ (50,000.00)	\$ 189,531.72
LAIF	\$ 7,272,654.55	\$ 26,440.14		\$ 50,000.00	\$ 7,349,094.69
Total Cash - General Ledger	<u>\$ 7,606,119.20</u>	<u>\$ 739,104.56</u>	<u>\$ (806,597.35)</u>	<u>\$ -</u>	<u>\$ 7,538,626.41</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 7,606,419.20</u>	<u>\$ 739,104.56</u>	<u>\$ (806,597.35)</u>	<u>\$ -</u>	<u>\$ 7,538,926.41</u>

**Change in Cash Account Balance - Total** \$ (67,492.79)

## Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (515,331.98)	
3. Cash Receipts - Daily Cash Summary Report	\$ 343,178.14	
Payroll Checks and Tax Deposits	\$ (74,885.68)	
Utility Billings - Receipts	\$ 153,106.59	
LAIF - Quarterly Interest/Adj	\$ 26,440.14	
	<u><u>\$ (67,492.79)</u></u>	\$ -

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

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

## Attachment 2b

**City of Colfax**  
**Cash Transactions Report - July 2020**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 2,264,406.00	\$ 254,230.06	\$ (182,687.06)	\$ 2,335,949.00
Fund: 120 - Land Development Fees	\$ 78,223.56	\$ 13,014.24	\$ (5,732.95)	\$ 85,504.85
Fund: 570 - Garbage Fund	\$ (31,584.32)	\$ 12,577.25	\$ (1,058.01)	\$ (20,065.08)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 2,311,045.24</b>	<b>\$ 279,821.55</b>	<b>\$ (189,478.02)</b>	<b>\$ 2,401,388.77</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 200 - Cannabis Application	\$ 8,407.03	\$ 8,000.00	\$ -	\$ 16,407.03
Fund: 205 - Escrow Funds	\$ 101,634.66	\$ 3,237.00	\$ (101,609.66)	\$ 3,262.00
Fund: 571 - AB939 Landfill Diversion	\$ 25,717.26	\$ -	\$ -	\$ 25,717.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 782,442.58	\$ 19,942.35	\$ (17,526.48)	\$ 784,858.45
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 918,201.53</b>	<b>\$ 31,179.35</b>	<b>\$ (119,136.14)</b>	<b>\$ 830,244.74</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 201 - CARES Act Funding	\$ -	\$ 8,333.00	\$ -	\$ 8,333.00
Fund: 210 - Mitigation Fees - Roads	\$ 215,792.24	\$ 8,645.25	\$ (226.92)	\$ 224,210.57
Fund: 211 - Mitigation Fees - Drainage	\$ 4,350.90	\$ 15.35	\$ -	\$ 4,366.25
Fund: 212 - Mitigation Fees - Trails	\$ 64,342.87	\$ 814.92	\$ -	\$ 65,157.79
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 107,450.21	\$ 17,570.95	\$ -	\$ 125,021.16
Fund: 214 - Mitigation Fees - City Bldgs	\$ 44,404.53	\$ 2,892.61	\$ -	\$ 47,297.14
Fund: 215 - Mitigation Fees - Vehicles	\$ 9,370.98	\$ 553.05	\$ -	\$ 9,924.03
Fund: 217 - Mitigation Fees - DT Parking	\$ 31,055.72	\$ 109.53	\$ -	\$ 31,165.25
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ 8.11	\$ -	\$ 8.11
Fund: 250 - Streets - Roads/Transportation	\$ 547.81	\$ 71.37	\$ (36,875.39)	\$ (36,256.21)
Fund: 253 - Gas Taxes/SB1 Road Maint	\$ -	\$ 4,711.49	\$ (1,223.21)	\$ 3,488.28
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 514,183.01	\$ 4,214.36	\$ -	\$ 518,397.37
Fund: 270 - Beverage Container Recycling	\$ 18,908.86	\$ 66.69	\$ -	\$ 18,975.55
Fund: 280 - Oil Recycling	\$ 3,728.36	\$ 13.15	\$ -	\$ 3,741.51
Fund: 292 - Fire Department Capital Funds	\$ 89,945.35	\$ 317.21	\$ -	\$ 90,262.56
Fund: 342 - Fire Construction - Mitigation	\$ 41,260.93	\$ 4,558.47	\$ -	\$ 45,819.40
Fund: 343 - Recreation Construction	\$ 41,261.46	\$ 4,558.44	\$ -	\$ 45,819.90
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>	<b>\$ 1,186,603.23</b>	<b>\$ 57,453.95</b>	<b>\$ (38,325.52)</b>	<b>\$ 1,205,731.66</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - FY2021 ADA Project	\$ -	\$ -	\$ (9,075.00)	\$ (9,075.00)
Fund: 357 - Culver Street Phase II	\$ -	\$ -	\$ (832.50)	\$ (832.50)
Fund: 365 - Kneeland Street Imprpv	\$ -	\$ -	\$ (14,841.05)	\$ (14,841.05)
Fund: 367 - SB2 - Planning Grant	\$ (10,227.00)	\$ -	\$ (17,263.47)	\$ (27,490.47)
Fund: 358 - CDBG Pavement	\$ (15,740.46)	\$ -	\$ (15,914.05)	\$ (31,654.51)
Fund: 385 - Roundabout	\$ (126,750.36)	\$ -	\$ (753.55)	\$ (127,503.91)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (152,717.82)</b>	<b>\$ -</b>	<b>\$ (58,679.62)</b>	<b>\$ (211,397.44)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,377,134.77	\$ 191,483.39	\$ (279,550.95)	\$ 1,289,067.21
Fund: 561 - Sewer Liftstations	\$ 319,817.98	\$ 26,673.00	\$ (31,877.73)	\$ 314,613.25
Fund: 563 - Wastewater Treatment Plant	\$ 1,205,282.29	\$ 76,241.95	\$ (1,110.35)	\$ 1,280,413.89
Fund: 564 - Sewer Connections	\$ 282,031.40	\$ -	\$ -	\$ 282,031.40
Fund: 567 - Inflow & Infiltration	\$ -	\$ -	\$ -	\$ -
Fund: 573 - WWTP Planning Grant	\$ (144,279.38)	\$ -	\$ (13,553.34)	\$ (157,832.72)
Fund: 574 - OES PSPS Grant	\$ 300,000.00	\$ 1,058.01	\$ -	\$ 301,058.01
<b>Fund Type: 2.11 - Enterprise Funds - Unassigned</b>	<b>\$ 3,339,987.06</b>	<b>\$ 295,456.35</b>	<b>\$ (326,092.37)</b>	<b>\$ 3,309,351.04</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,999.96	\$ 307.68	\$ -	\$ 3,307.64
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 2,999.96</b>	<b>\$ 307.68</b>	<b>\$ -</b>	<b>\$ 3,307.64</b>
<b>Grand Totals:</b>	<b>\$ 7,606,119.20</b>	<b>\$ 664,218.88</b>	<b>\$ (731,711.67)</b>	<b>\$ 7,538,626.41</b>

# Attachment 2c

## Check Register Report

# Item 6B

AP Checks - July 2020

Date: 08/10/2020

Time: 3:11 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
55949	07/07/2020	Reconciled		07/31/2020	2087	BASIC PACIFIC	FSA BENEFIT PAYMENT	24.80
55950	07/08/2020	Reconciled		07/31/2020	03141	CALPERS	HEALTH PREMIUMS JULY 2020	6,252.05
55951	07/08/2020	Reconciled		07/31/2020	03141	CALPERS	UNFUNDED LIABILITY	2,951.00
55952	07/08/2020	Reconciled		07/31/2020	03141	CALPERS	UNFUNDED LIABILITY	7,453.00
55953	07/08/2020	Reconciled		07/31/2020	1161	49ER WATER SERVICES	Q2 2020 PRIORITY POLLUTANT TES	5,942.00
55954	07/08/2020	Reconciled		07/31/2020	01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS JUNE 2020	453.64
55955	07/08/2020	Reconciled		07/31/2020	01500	ANDERSON'S SIERRA	LAWN CARE SUPPLIES	340.38
55956	07/08/2020	Reconciled		07/31/2020	01500	ANDERSON'S SIERRA	CITY LAWN CARE SUPPLIES	58.16
55957	07/08/2020	Reconciled		07/31/2020	02901	BUREAU VERITAS NORTH AMERICA	SHADOWWOOD BLDG PLAN RVW	1,812.50
55958	07/08/2020	Reconciled		07/31/2020	03121	CALIFORNIA BUILDING	Q2 2020 GREEN FEES COLLECTED	18.90
55959	07/08/2020	Reconciled		07/31/2020	3572	CENTER FOR HEARING HEALTH	EMPLOYEE HEARING TESTS	570.00
55960	07/08/2020	Reconciled		07/31/2020	03650	CRANMER ENGINEERING, INC	LANDFILL MONITORING	6,620.00
55961	07/08/2020	Printed			04532	DIVISION OF STATE ARCHITECTURE	Q2 2020 SB1186 FEES COLLECTED	99.60
55962	07/08/2020	Reconciled		07/31/2020	07570	GRAINGER	WWTP SUPPLIES	7.51
55963	07/08/2020	Reconciled		07/31/2020	07570	GRAINGER	WWTP SUPPLIES	133.57
55964	07/08/2020	Reconciled		07/31/2020	07570	GRAINGER	WWTP SUPPLIES	15.44
55965	07/08/2020	Reconciled		07/31/2020	08170	HILLS FLAT LUMBER CO	STMT 6/25/20	909.97
55966	07/08/2020	Reconciled		07/31/2020	08501	HOME DEPOT CREDIT SERVICES	STMT 6/21/20	431.11
55967	07/08/2020	Reconciled		07/31/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	339.13
55968	07/08/2020	Reconciled		07/31/2020	11105	KOFF & ASSOCIATES	HR SVCS JUNE 2020	585.00
55969	07/08/2020	Reconciled		07/31/2020	13270	MILLENIUUM PLANNING & ASSOCIATES	OSBORN CEQA	3,320.00
55970	07/08/2020	Reconciled		07/31/2020	14356	NORTHERN CALIFORNIA GLOVE	WWTP GLOVES	185.66
55971	07/08/2020	Reconciled		07/31/2020	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	174.82
55972	07/08/2020	Reconciled		07/31/2020	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	85.80
55973	07/08/2020	Reconciled		07/31/2020	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JUNE 2020	7,403.83
55974	07/08/2020	Reconciled		07/31/2020	16035	PG&E	ELECTRICITY	20,862.78
55975	07/08/2020	Reconciled		07/31/2020	16192	PLACER COUNTY DOCUMENT SERVICES	BUS LICENSE ENVELOPES	289.57
55976	07/08/2020	Reconciled		07/31/2020	03580	PLACER COUNTY HHS	Q4 19/20 ANIMAL & FIELD SVCS	5,601.67
55977	07/08/2020	Reconciled		07/31/2020	18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT SVCS	5,000.00
55978	07/08/2020	Reconciled		07/31/2020	18400	RIEBES AUTO PARTS	STMT 6/30/20	96.84
55979	07/08/2020	Reconciled		07/31/2020	18900	SACRAMENTO AREA COUNCIL OF WOMEN	20/21 ANNUAL MEMBERSHIP	627.00
55980	07/08/2020	Reconciled		07/31/2020	19037	SAFE SIDE SECURITY	SECURITY MONITORING	155.00
55981	07/08/2020	Reconciled		07/31/2020	19070	SCORE - SMALL CITIES ORGANIZED	Q1 WORK COMP & 20/21 LIABILITY	114,023.73
55982	07/08/2020	Reconciled		07/31/2020	19281	SERVICEMASTER RECOVERY SERVICE	SHERIFF STATION FLOOD RPRS	8,017.98
55983	07/08/2020	Reconciled		07/31/2020	19650	STATE BOARD OF EQUALIZATION	Q2 2020 SELF ASSESSED SALES TA	65.14
55984	07/08/2020	Reconciled		07/31/2020	19743	WILL STOCKWIN	JULY 2020 COLFAX CONN EDITING	300.00
55985	07/08/2020	Reconciled		07/31/2020	21560	US BANK CORPORATE PMT SYSTEM	STMT 6/22/20	783.88
55986	07/08/2020	Reconciled		07/31/2020	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JUNE 2020	4,443.75
55987	07/08/2020	Reconciled		07/31/2020	22134	VISION QUEST	TECH SUPPORT SVCS AUG 2020	1,592.00
55988	07/08/2020	Reconciled		07/31/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	220.08
55989	07/08/2020	Reconciled		07/31/2020	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.39
55990	07/08/2020	Reconciled		07/31/2020	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	36.86
55991	07/08/2020	Reconciled		07/31/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	356.17
55992	07/15/2020	Reconciled		07/31/2020	01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	167.61

# Attachment 2c

# Item 6B

## Check Register Report

AP Checks - July 2020

Date: 08/10/2020

Time: 3:11 pm

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
55993	07/15/2020	Reconciled		07/31/2020	01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLIES	122.53
55994	07/15/2020	Reconciled		07/31/2020	1462	AQUA-AEROBIC SYSTEMS, INC	WWTP AERATOR PUMPS	40,000.00
55995	07/15/2020	Reconciled		07/31/2020	01766	AT&T MOBILITY	CITY CELL PHONES JUNE 2020	843.48
55996	07/15/2020	Reconciled		07/31/2020	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JUNE 2020	6,120.00
55997	07/15/2020	Reconciled		07/31/2020	03401	CHOICE BUILDER	AUG 2020 PREMIUMS	700.15
55998	07/15/2020	Reconciled		07/31/2020	03435	CITY OF AUBURN	JULY 2020 CITY CLERK SVCS	530.71
55999	07/15/2020	Reconciled		07/31/2020	14859	GHD INC.	ENG SVCS JUNE 2020	45,373.25
56000	07/15/2020	Reconciled		07/31/2020	07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
56001	07/15/2020	Reconciled		07/31/2020	07465	GOLD MINER PEST CONTROL	FIRE DEPT 37 PEST CONTROL	74.00
56002	07/15/2020	Reconciled		07/31/2020	7560	GRAHAM, ADRIENNE	WWTP IMP ENVIRONMENTAL RVW	9,143.75
56003	07/15/2020	Reconciled		07/31/2020	07570	GRAINGER	WWTP SUPPLIES	20.58
56004	07/15/2020	Reconciled		07/31/2020	08086	HBE RENTALS	SPLASH PARK RPR TOOL RENTAL	52.80
56005	07/15/2020	Reconciled		07/31/2020	08200	HINDERLITER, DE LLAMAS & ASSOC	Q2 2020 SALES TAX AUDIT	602.88
56006	07/15/2020	Reconciled		07/31/2020	14356	NORTHERN CALIFORNIA GLOVE	WWTP GLOVES	369.99
56007	07/15/2020	Reconciled		07/31/2020	16165	PLACER COUNTY ENVIRONMENTAL	Q4 FY 19/20 LANDFILL TESTING	679.00
56008	07/15/2020	Reconciled		07/31/2020	16202	PLACER COUNTY OES FISCAL UNIT	Q4 19/20 FIRE MARSHALL SVCS	7,275.10
56009	07/15/2020	Reconciled		07/31/2020	16040	PURCHASE POWER	POSTAGE REFILL	503.50
56010	07/15/2020	Reconciled		07/31/2020	19395	SIERRA OAKS ESTATES, LLC	RETURN OF SECURITY DEPOSIT	101,609.66
56011	07/15/2020	Reconciled		07/31/2020	01790	SIERRA OFFICE PRODUCTS	STMT 7/1/20	396.95
56012	07/15/2020	Reconciled		07/31/2020	19397	SIERRA SAW	LAWN CARE SUPPLIES	106.54
56013	07/15/2020	Reconciled		07/31/2020	16044	THE PIN CENTER	CITY OF COLFAX LAPEL PINS	293.50
56014	07/15/2020	Printed			21131	UNION PACIFIC RAILROAD COMPANY	LAND LEASE 7/25/20-7/24/21	250.00
56015	07/15/2020	Reconciled		07/31/2020	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
56016	07/15/2020	Reconciled		07/31/2020	23218	WENDEL ROSEN	LEGAL SVCS JUNE 2020	30,437.24
56017	07/15/2020	Reconciled		07/31/2020	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JUNE 2020	136.85
56018	07/15/2020	Printed			23230	JEFF WHEELER	JUNE 2020 LOT OF ART WATER	264.74
56019	07/22/2020	Reconciled		07/31/2020	03141	CALPERS	SSA ANNUAL FEE	300.00
56020	07/22/2020	Printed			01424	ALL PRO BACKFLOW	LOT OF ART WATER METER TEST	825.89
56021	07/22/2020	Reconciled		07/31/2020	01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLY	53.11
56022	07/22/2020	Reconciled		07/31/2020	2084	BATCHELDER GROUP	LABOR NEGOTIATOR JUNE 2020	1,950.00
56023	07/22/2020	Reconciled		07/31/2020	04592	DACOMM	WWTP INTERNET	99.95
56024	07/22/2020	Reconciled		07/31/2020	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE JUNE 2020	505.90
56025	07/22/2020	Reconciled		07/31/2020	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE JULY 2020	399.72
56026	07/22/2020	Reconciled		07/31/2020	07460	GOLD COUNTRY MEDIA	COMM CANNABIS ORD PUBLIC NOT	242.21
56027	07/22/2020	Reconciled		07/31/2020	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	237.90
56028	07/22/2020	Reconciled		07/31/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	537.61
56029	07/22/2020	Reconciled		07/31/2020	12101	LAFCO	LAFCO FEES FY 20/21	973.57
56030	07/22/2020	Reconciled		07/31/2020	16140	PLACER COUNTY AIR POLLUTION	LS #2 EMERGENCY GENERATOR	2,064.65
56031	07/22/2020	Reconciled		07/31/2020	16190	PLACER COUNTY DEPARTMENT OF	FY 19/20 TRANSIT SERVICES	12,410.00
56032	07/22/2020	Reconciled		07/31/2020	16052	PLACEWORKS	GEN PLAN UPDATE JUNE 2020	16,150.44
56033	07/22/2020	Reconciled		07/31/2020	16740	POWER PROTECTION PLUS, INC	DEPOT SECURITY CAMERA RPR	389.00
56034	07/22/2020	Reconciled		07/31/2020	18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS JUNE 2020	3,024.00
56035	07/22/2020	Reconciled		07/31/2020	19396	SIERRA SAFETY COMPANY	FIRE DEPT SIGNS	170.69
56036	07/22/2020	Reconciled		07/31/2020	20092	THUMBLER	BRANDING CONSULTANTS	518.50
56037	07/22/2020	Printed			21131	UNION PACIFIC RAILROAD COMPANY	SUBLEASE ADMIN FEE/PG&E/UPRR	500.00
56038	07/22/2020	Reconciled		07/31/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	200.13
56039	07/22/2020	Reconciled		07/31/2020	23451	WOOD RODGERS	WWTP IMPROVEMENT PLANS	3,963.75
56040	07/29/2020	Printed			01448	AMERIGAS - COLFAX	SHERIFF STATION PROPANE	21.00



# Attachment 2c

# Item 6B

## Check Register Report

AP Checks - July 2020

Date: 08/10/2020

Time: 3:11 pm

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
56041	07/29/2020	Printed			01448	AMERIGAS - COLFAX	CITY HALL PROPANE	12.84
56042	07/29/2020	Printed			01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	22.49
56043	07/29/2020	Printed			01650	AQUA SIERRA CONTROLS	INCOIT SCREEN REPAIR	1,157.60
56044	07/29/2020	Printed			04165	DANCKERT COMMUNICATION	CITY HALL VOICEMAIL RPR CO.	240.00
56045	07/29/2020	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	203.79
56046	07/29/2020	Printed			07460	GOLD COUNTRY MEDIA	KNEELAND ST NOTICE TO BIDDERS	399.80
56047	07/29/2020	Printed			12180	LAWRENCE & ASSOCIATES INC	CANDFILL MONITORING JUNE 2020	4,042.00
56048	07/29/2020	Printed			14356	NORTHERN CALIFORNIA	PW SUPPLIES	51.48
56049	07/29/2020	Printed			16300	PCWA -PLACER COUNTY	CITY WATER	2,876.35
56050	07/29/2020	Printed			18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT SERVICES	5,000.00
56051	07/29/2020	Printed			21560	US BANK CORPORATE PMT	STMT 7/22/20	680.90
56052	07/29/2020	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
56053	07/29/2020	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.39
56054	07/31/2020	Reconciled		07/31/2020	2087	BASIC PACIFIC	FSA PLAN FEES JULY 2020	45.00

**Total Checks: 106**

**Checks Total (excluding void checks): 515,331.98**

**Total Payments: 106**

**Bank Total (excluding void checks): 515,331.98**

**Total Payments: 106**

**Grand Total (excluding void checks): 515,331.98**

**Attachment 2d**  
**DAILY CASH SUMMARY REPORT**

07/01/2020 - 07/31/2020

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 100 - General Fund</b>				
07/02/2020	Daily Totals	7,571.73	0.00	7,571.73
07/06/2020	Daily Totals	79.00	0.00	79.00
07/09/2020	Daily Totals	1,726.05	0.00	1,726.05
07/13/2020	Daily Totals	4,636.47	0.00	4,636.47
07/14/2020	Daily Totals	607.00	293.42	313.58
07/15/2020	Daily Totals	79.00	0.00	79.00
07/16/2020	Daily Totals	59,923.53	0.00	59,923.53
07/17/2020	Daily Totals	7,706.44	0.00	7,706.44
07/21/2020	Daily Totals	197.50	0.00	197.50
07/23/2020	Daily Totals	1,337.50	0.00	1,337.50
07/24/2020	Daily Totals	133,561.56	0.00	133,561.56
07/28/2020	Daily Totals	4,750.24	0.00	4,750.24
07/30/2020	Daily Totals	10,936.16	0.00	10,936.16
07/31/2020	Daily Totals	123.00	0.00	123.00
<b>Fund: 100 - General Fund</b>		<b>TOTALS:</b>	<b>233,235.18</b>	<b>293.42</b>
			<b>232,941.76</b>	
<b>Fund: 120 - Land Development Fees</b>				
07/16/2020	Daily Totals	7,298.20	0.00	7,298.20
07/28/2020	Daily Totals	5,716.04	0.00	5,716.04
<b>Fund: 120 - Land Development Fees</b>		<b>TOTALS:</b>	<b>13,014.24</b>	<b>0.00</b>
			<b>13,014.24</b>	
<b>Fund: 200 - Cannabis Application</b>				
07/13/2020	Daily Totals	8,000.00	0.00	8,000.00
<b>Fund: 200 - Cannabis Application</b>		<b>TOTALS:</b>	<b>8,000.00</b>	<b>0.00</b>
			<b>8,000.00</b>	
<b>Fund: 201 - Covid Relief Funds</b>				
07/31/2020	Daily Totals	8,333.00	0.00	8,333.00
<b>Fund: 201 - Covid Relief Funds</b>		<b>TOTALS:</b>	<b>8,333.00</b>	<b>0.00</b>
			<b>8,333.00</b>	
<b>Fund: 205 - Escrow Account - Developers</b>				
07/16/2020	Daily Totals	3,237.00	0.00	3,237.00

Limited to include: JE Types of: CR

**Attachment 2d**  
**DAILY CASH SUMMARY REPORT**

07/01/2020 - 07/31/2020

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 205 - Escrow Account - Developers</b>				
<b>TOTALS:</b>		<b>3,237.00</b>	<b>0.00</b>	<b>3,237.00</b>
<b>Fund: 210 - Mitigation Fees - Roads</b>				
07/16/2020	Daily Totals	7,208.00	0.00	7,208.00
<b>TOTALS:</b>		<b>7,208.00</b>	<b>0.00</b>	<b>7,208.00</b>
<b>Fund: 212 - Mitigation Fees - Trails</b>				
07/16/2020	Daily Totals	588.00	0.00	588.00
<b>TOTALS:</b>		<b>588.00</b>	<b>0.00</b>	<b>588.00</b>
<b>Fund: 213 - Mitigation Fees - Parks/Rec</b>				
07/16/2020	Daily Totals	17,192.00	0.00	17,192.00
<b>TOTALS:</b>		<b>17,192.00</b>	<b>0.00</b>	<b>17,192.00</b>
<b>Fund: 214 - Mitigation Fees - City Bldgs</b>				
07/16/2020	Daily Totals	2,736.00	0.00	2,736.00
<b>TOTALS:</b>		<b>2,736.00</b>	<b>0.00</b>	<b>2,736.00</b>
<b>Fund: 215 - Mitigation Fees - Vehicles</b>				
07/16/2020	Daily Totals	520.00	0.00	520.00
<b>TOTALS:</b>		<b>520.00</b>	<b>0.00</b>	<b>520.00</b>
<b>Fund: 250 - Streets - Roads/Transportation</b>				
07/28/2020	Daily Totals	71.37	0.00	71.37
<b>TOTALS:</b>		<b>71.37</b>	<b>0.00</b>	<b>71.37</b>
<b>Fund: 253 - Gas Taxes</b>				
07/30/2020	Daily Totals	4,434.51	0.00	4,434.51
<b>TOTALS:</b>		<b>4,434.51</b>	<b>0.00</b>	<b>4,434.51</b>
<b>Fund: 258 - Road Maintenance - SB1/RSTBG</b>				
07/22/2020	Daily Totals	2,585.11	0.00	2,585.11
07/30/2020	Daily Totals	1,000.00	0.00	1,000.00

Limited to include: JE Types of: CR

**Attachment 2d**  
**DAILY CASH SUMMARY REPORT**

07/01/2020 - 07/31/2020

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 258 - Road Maintenance - SB1/RSTBG</b>		<b>TOTALS:</b>	<b>3,585.11</b>	<b>0.00</b>
				<b>3,585.11</b>
<b>Fund: 342 - Fire Construction - Mitigation</b>				
07/16/2020	Daily Totals	4,329.45	0.00	4,329.45
07/28/2020	Daily Totals	83.50	0.00	83.50
<b>Fund: 342 - Fire Construction - Mitigation</b>		<b>TOTALS:</b>	<b>4,412.95</b>	<b>0.00</b>
				<b>4,412.95</b>
<b>Fund: 343 - Recreation Construction</b>				
07/16/2020	Daily Totals	4,329.42	0.00	4,329.42
07/28/2020	Daily Totals	83.50	0.00	83.50
<b>Fund: 343 - Recreation Construction</b>		<b>TOTALS:</b>	<b>4,412.92</b>	<b>0.00</b>
				<b>4,412.92</b>
<b>Fund: 560 - Sewer</b>				
07/09/2020	Daily Totals	250.00	0.00	250.00
07/15/2020	Daily Totals	74.27	0.00	74.27
07/28/2020	Daily Totals	211.87	0.00	211.87
<b>Fund: 560 - Sewer</b>		<b>TOTALS:</b>	<b>536.14</b>	<b>0.00</b>
				<b>536.14</b>
<b>Fund: 561 - Sewer Liftstations</b>				
07/16/2020	Daily Totals	407.00	0.00	407.00
07/28/2020	Daily Totals	86.55	0.00	86.55
<b>Fund: 561 - Sewer Liftstations</b>		<b>TOTALS:</b>	<b>493.55</b>	<b>0.00</b>
				<b>493.55</b>
<b>Fund: 564 - Sewer Connections</b>				
07/16/2020	Daily Totals	0.00	0.00	0.00
<b>Fund: 564 - Sewer Connections</b>		<b>TOTALS:</b>	<b>0.00</b>	<b>0.00</b>
				<b>0.00</b>
<b>Fund: 570 - Garbage Fund</b>				
07/28/2020	Daily Totals	11,519.24	0.00	11,519.24
<b>Fund: 570 - Garbage Fund</b>		<b>TOTALS:</b>	<b>11,519.24</b>	<b>0.00</b>
				<b>11,519.24</b>
<b>Fund: 572 - Landfill Post Closure Mainten</b>				
07/28/2020	Daily Totals	19,942.35	0.00	19,942.35

Limited to include: JE Types of: CR

# Attachment 2d

# Item 6B

## DAILY CASH SUMMARY REPORT

07/01/2020 - 07/31/2020

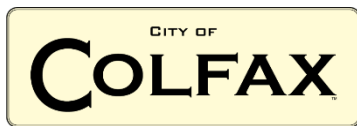
Page: 4

8/10/2020

3:02 pm

City of Colfax

	Debit	Credit	Net Chng
<b>Fund: 572 - Landfill Post Closure Mainten</b>			
<b>TOTALS:</b>	<b>19,942.35</b>	<b>0.00</b>	<b>19,942.35</b>
<b>GRAND TOTALS:</b>	<b>343,471.56</b>	<b>293.42</b>	<b>343,178.14</b>



# Staff Report to City Council

## FOR THE AUGUST 26, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Quarterly Investment Report – Quarter ended 06/30/2020

*Budget Impact Overview:*

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

**RECOMMENDED ACTION:** Accept and File.

### Summary/Background

California Government Code Section 53646 and the City of Colfax Investment Policy require a quarterly investment report be submitted to the City Council. Such report shall include at least the following information:

- Types of Investments;
- Name of the institution in which funds are invested or deposited;
- Date of Maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;
- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months financial obligations.

The current practice for cash management is to maintain an operating balance between \$75,000 and \$150,000 in the City's US Bank Corporate checking account. This account accumulates Earnings Credits based on the account balance which offset/reduce monthly service charges. City funds in excess of targeted operating balance are transferred to the State of California Local Agency Investment Fund (LAIF) on a weekly basis. The checking account balance may be reported at an amount higher than the target balance by the Bank due to the timing of City checks being processed by vendors/service providers.

The City's investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City's allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months financial obligations. The budget for fiscal year 2019-2020 reflects nearly \$4.2M in annual operating expenditures; therefore, our target for liquid short term securities would be \$2.1M.

The attached schedule Analysis of Treasury Investment Pool satisfies the State's reporting requirements. Additionally, we have determined:

- The investments held at June 30, 2020 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of 1.37% for the quarter ended June 30, 2020.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period July 1, 2020 through December 31, 2020.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. With several years of solid funding levels, the City staff has reviewed additional investment opportunities. We have seriously considered the process of opening an account for some short term Certificates of Deposit (CD) investments. In recent months, the rates for CD's have dropped creating a narrow gap between the two investment options. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

**Attachments:**

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 06/30/2020)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

Attachment 1

## City of Colfax

## Analysis of Treasury Investment Pool

## Quarterly Analysis - FY2019-2020

Report Date: 06/30/2020

**Quarter Ended 06/30/2020**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,272,655	96%	1.40%
Corporate Checking	US Bank	N/A	\$ 277,507	4%	0.16%
<b>Total Investment Pool</b>			<b>\$ 7,550,162</b>	<b>100%</b>	<b>1.37%</b>

**Quarter Ended 03/31/2020**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,114,715	98%	1.89%
Corporate Checking	US Bank	N/A	\$ 158,731	2%	0.18%
<b>Total Investment Pool</b>			<b>\$ 7,273,447</b>	<b>100%</b>	<b>1.83%</b>

**Quarter Ended 12/31/2019**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 5,658,904	93%	2.11%
Corporate Checking	US Bank	N/A	\$ 445,542	7%	0.20%
<b>Total Investment Pool</b>			<b>\$ 6,104,446</b>	<b>100%</b>	<b>1.96%</b>

**Quarter Ended 09/30/2019**

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 5,596,820	95%	2.34%
Corporate Checking	US Bank	N/A	\$ 298,304	5%	0.19%
<b>Total Investment Pool</b>			<b>\$ 5,895,125</b>	<b>100%</b>	<b>2.24%</b>



**Attachment 2**



**PMIA/LAIF Performance Report  
as of 07/15/20**



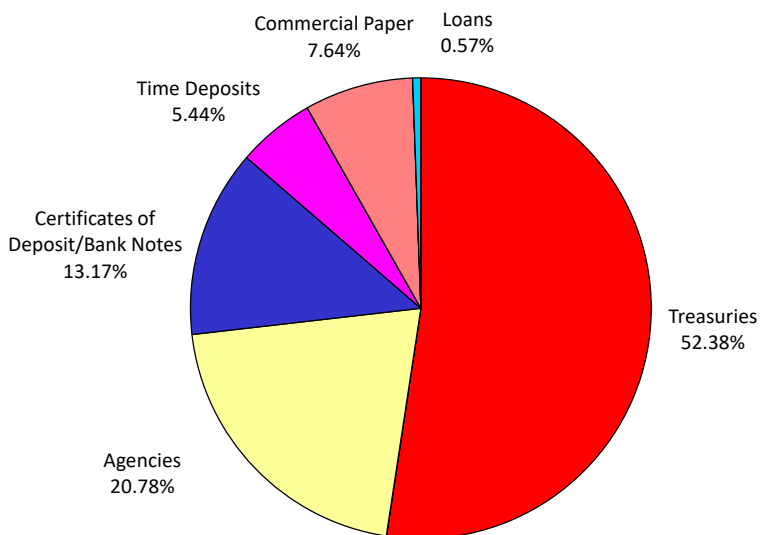
**PMIA Average Monthly  
Effective Yields<sup>(1)</sup>**

Jun	1.217
May	1.363
Apr	1.648

**Quarterly Performance  
Quarter Ended 06/30/20**

LAIF Apportionment Rate <sup>(2)</sup> :	1.36
LAIF Earnings Ratio <sup>(2)</sup> :	0.000037106682614
LAIF Fair Value Factor <sup>(1)</sup> :	1.004912795
PMIA Daily <sup>(1)</sup> :	1.08%
PMIA Quarter to Date <sup>(1)</sup> :	1.41%
PMIA Average Life <sup>(1)</sup> :	191

**Pooled Money Investment Account  
Monthly Portfolio Composition <sup>(1)</sup>  
06/30/20  
\$101.0 billion**



Percentages may not total 100% due to rounding

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller

# Attachment 3



California State Treasurer  
**Fiona Ma, CPA**



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[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



**POOLED MONEY INVESTMENT ACCOUNT**

## PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920					

Attachment 4

**City of Colfax  
City Council**

Resolution № 29-2014

**AFFIRMING ADMINISTRATIVE POLICIES AND PROCEDURES FOR FINANCIAL  
MANAGEMENT, INVESTMENT AND WHISTLEBLOWERS**

---

**Whereas**, the Colfax City Council has determined that the administrative policies for financial management, investment and whistleblowers are important to the smooth and consistent financial operations of the City; and,

**Whereas**, these policies have not been updated for several years; and

**Whereas**, the annual independent audit recommended such policies be updated and in place; and,

**Whereas**, the Council has reviewed the attached policies,

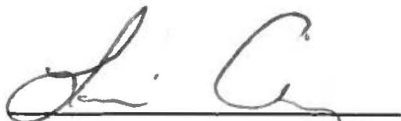
**Now Therefore, Be It Resolved** by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

**Passed and Adopted this 8th day of October by the following vote:**

**Ayes:** Douglass, Hesch, McKinney, Parnham  
**Noes:** None  
**Absent:** Barkle

  
\_\_\_\_\_  
**Tony Hesch, Mayor**

**ATTEST:**

  
\_\_\_\_\_  
**Lorraine Cassidy, City Clerk**

Attachment 4

**CITY OF COLFAX**  
**ADMINISTRATIVE POLICIES AND PROCEDURES**

Subject: Investment Policy  
 Effective Date: October 8, 2014  
 Resolution: Resolution No. 29-2014

---

**SCOPE AND AUTHORITY**

The purpose of this policy is to establish a prudent and systematic Investment Policy, and to organize and formalize investment-related activities.

The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq.as it applies to the investment of public funds.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Colfax. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond, and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code Section 53600.5 concerning safekeeping of purchased securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the City will be consistent with this Policy.

**INVESTMENT OBJECTIVES**

**Safety** – It is the primary duty and responsibility of the City Staff to protect, preserve and maintain cash and investments on behalf of the citizens of Colfax.

**Liquidity** – An adequate percentage of the City's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

**Yield** – Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

- A. The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

**Public Trust** – All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.



**Attachment 4**

**Diversification** – The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

- A. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

**Prudence** – The City adheres to the "prudent person rule" which obligates a fiduciary to insure that: "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

**INVESTMENT STRATEGY**

The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- A. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

**ALLOWABLE INVESTMENT INSTRUMENTS**

The Government Code, Sections 53601, 53601.1 and 53635 shall govern the City's allowable investments, and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years. All investments of City funds shall be made in accordance with California Government Code Sections 53601, et seq. and 53635 et seq., or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Manager, City Treasurer, Finance Director or Mayor only.

**REPORTING REQUIRMENTS**

City staff shall submit a quarterly investment report to the City Council. The report must be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, and is required under Government Code Section 53646. Such report shall include at least the following information:

- Types of investments;
- Name of the institution in which funds are invested or deposited;
- Date of maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest;

## **Attachment 4**

- Average weighted yield of all investments;
- A statement relating the report to the City's Investment Policy; and
- A statement that there are sufficient funds to meet the City's next six months' financial obligations.

Staff shall also submit the above information annually to the external auditors.

Periodic reports shall be prepared as required by circumstances or as directed by Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy or a sudden and significant drop in the current market value of any City investment.

### **INTERNAL CONTROLS AND GENERAL GUIDELINES**

A system of internal control shall be implemented to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Controls deemed most important include:

- The control of collusion and separation of duties;
- Custodial safekeeping of funds invested or on deposit;
- Minimizing the number of authorized Investment Officers; and
- Written documentation of procedures and transactions.

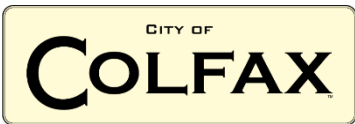
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- A. Any deposit or investment of funds shall be in writing, signed by the City and the authorized representative of the institution.
- B. All transfers must be made by authorized personnel and properly logged and documented.

City staff shall encourage peer review of the City's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

An annual Cash Flow Forecast may be prepared by the City, and would be used to assist in the development of the annual operating budget for the City.

This Investment Policy shall be reviewed by the City Council on an annual basis as part of the budget process.



# Staff Report to City Council

## FOR THE AUGUST 26, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Larry Wing, City Engineer  
**Subject:** Notice of Completion – South Auburn Street & I-80 Roundabout project

*Budget Impact Overview:*

N/A: ✓	<b>Funded:</b>	<b>Un-funded:</b>	<b>Amount:</b>	<b>Fund(s):</b>
--------	----------------	-------------------	----------------	-----------------

**RECOMMENDED ACTION:** Adopt Resolution \_\_-2020 accepting the South Auburn St. & I-80 Roundabout project as complete and authorizing the City Clerk to file the notice of completion with the Placer County Recorder.

### Summary/Background

On May 22, 2019 the City Council approved Resolution 16-2019 authorizing the City Manager to:

1. Award a construction contract to Granite Construction Company in the amount of \$2,735,074 and authorize the City Manager to execute change orders up to the amended budget, and
2. Amend the total project budget in the amount of \$401,980 for a total project budget of \$3,711,040 including a 5.5% contingency.

Construction work was substantially completed in December 2019 and final inspection of the project was performed on May 19, 2020. Staff has determined that the work performed by Granite Construction Company is complete and in conformance with the contract terms.

The project included twenty (20) Contract Change Orders (CCO) - which included some credits as well as additional costs. The total cost impact of the CCO’s was \$13,946.36 which is only one half of one percent more than the initial bid. The Contract Change Order Log is attached to this Staff Report. The final construction costs (including Contract Change Orders) completed at \$2,649,672 which was \$85,401 under the Construction contract value without contingencies.

In addition to coming under budget, the South Auburn Street & I-80 Roundabout Project receive two project awards. The American Society of Civil Engineers (ASCE) selected the Project as the 2019 Small Transportation Project of the Year. In addition, the American Public Works Association (APWA) Sacramento Chapter selected the Project as Transportation Project of the Year for the region. The selection process for both organizations are competitive, therefore, receiving the awards is a testament that the City’s and supporting agencies vision for the improved quality of life for both the Colfax community and the region as a whole came to a fruition.

Staff recommends that the City Council adopt a Resolution accepting the South Auburn Street and I-80 Roundabout Project as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

### Fiscal Impacts

Total final funding and expenses for the project are reflected in the chart below.

	Revised Budget 05/22/2019	Final Project Costs	Difference	
<b>Funding</b>				
CMAQ - PS&E	\$ 220,000	\$ 220,000	\$ -	
CMAQ - Construction/CM	\$ 680,000	\$ 680,000	\$ -	
SHOPP - Construction	\$ 1,250,000	\$ 1,250,000	\$ -	
PCWA - Pass through + Markup*	\$ 301,040	\$ 331,704	\$ (30,664)	<i>PCWA related construction costs increased</i>
Developer	\$ 850,000	\$ 725,433	\$ 124,567	<i>Balance of Developer funds allocated to Mitigation Fees</i>
SB1/City Mitigation Fees	\$ 60,000	\$ 24,228	\$ 35,772	<i>City Mitigation Fees applied in Fiscal Year 2018 Preliminary costs</i>
HIP - Construction	\$ 350,000	\$ 350,000	\$ -	
<b>Total Project Funding</b>	<b>\$ 3,711,040</b>	<b>\$ 3,581,365</b>	<b>\$ 129,675</b>	
<b>Expenses</b>				
PS&E	\$ 527,234	\$ 529,100	\$ (1,866)	
Construction - Granite	\$ 2,735,073	\$ 2,649,672	\$ 85,401	<i>Includes change orders</i>
Construction - Other	\$ -	\$ 25,943	\$ (25,943)	<i>Water Meter, Utility Pole, Striping, etc</i>
Contingency	\$ 149,648	\$ -	\$ 149,648	
Construction Management - Psomas	\$ 299,085	\$ 354,836	\$ (55,751)	<i>Council approved contract increase</i>
Construction Management - Other		\$ 9,737	\$ (9,737)	<i>Colfax-Todds Valley Tribe project monitoring</i>
Interest		\$ 12,077	\$ (12,077)	
<b>Total Project Expenses</b>	<b>\$ 3,711,040</b>	<b>\$ 3,581,365</b>	<b>\$ 129,675</b>	

Overall, the project completed at \$129,675 under final approved budget and was fully funded with Grant funding, Developer contributions, and Mitigation Fees.

**Attachments:**

1. Resolution \_\_-2020
2. Contract Change Order Log
3. Notice of Completion



# City of Colfax

## City Council

Resolution No. \_\_-2020

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ACCEPTING THE SOUTH AUBURN STREET & I-80 ROUNDABOUT PROJECT AS COMPLETE AND AUTHORIZING THE CITY CLERK TO FILE THE NOTICE OF COMPLETION WITH THE PLACER COUNTY RECORDER.

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**WHEREAS**, On May 22, 2019 the City Council approved Resolution 16-2019 authorizing the City Manager to:

1. Award a construction contract to Granite Construction Company in the amount of \$2,735,074 and authorize the City Manager to execute change orders up to the amended budget.
2. Amend the total project budget in the amount of \$401,980 from Fund 385 for a total project budget of \$3,711,040 including a 5.5% contingency; and,

**WHEREAS**, staff has determined that the work performed by Granite Construction Company is complete and in conformance with the contract terms; and,

**WHEREAS**, the project completed at \$129,675 under final approved budget.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, accepts the South Auburn Street & I-80 Roundabout as complete and authorizes the City Clerk to file the notice of completion with the Placer County Recorder.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of August 2020 by the following vote of the Council:

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

**ATTEST:**

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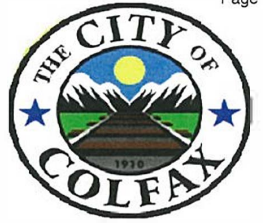
**Marnie Mendoza, Mayor**

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**Jaelyn Collier, City Clerk**



**S. Auburn Street and I-80 Westbound On/Off-Ramp Project** **Roundabout 33 South Main**



**CONTRACT CHANGE ORDER (CCO) LOG**

Updated: 8/12/2020

PSOMAS CCO No.	PSOMAS PCO No.	GHD CCO No.	Granite CCO No.	Description	Date Initiated	Method of Comp	Sent to Contractor	Rcvd from Contractor	Sent to City	Final Approval	Time Adjustment	Total Cost	Comments
1	001	001	001 (No Letter Written)	Sanitary Sewer Modifications	7/1/2019	LS	7/2/2019	7/2/2019	7/2/2019	7/2/2019	0	(\$15,000.00)	Executed
2	002	002	002	Electrical System Modifications	7/1/2019	LS	7/2/2019	7/2/2019	7/2/2019	7/2/2019	0	(\$13,238.00)	Executed
3	003	003	003 (Revised Letter Not Written)	Drainage System Modifications - DS 1-B (Pipe) and DS 1-A (DI)	7/1/2019	LS	7/2/2019	7/2/2019	7/2/2019	7/2/2019	0	(\$2,491.20)	Executed
4	005	N/A	004A (Revised Letter Not Written)	Stamped AC VS Concrete Change with (Added Rebar at Roundabout)	7/17/2019	LS	10/9/2019	10/9/2019	10/9/2019	10/9/2019	0	\$1,200.00	Executed
5	004	004	004	Changed Drainage System 3 Item A to an Overside Drain (Mod).	7/16/2019	LS	12/12/2019	12/17/2019	12/19/2019	12/19/2019	0	(\$3,325.20)	Executed
6	007	006	006 (No Letter Written)	Changed S2-48 to a Standard SG42-5<CA> Sign to remove redundancy.	7/24/2019	LS	1/13/2020				6	(\$2,277.75)	Executed
7	006	005	005 (Revised Letter Not Written)	Water Line Modifications	7/24/2019	LS	1/13/2020				0	\$8,879.05	Executed
8	009	009	(No Letter Written)	Updated TOC Elevation. Removed Redundant Callout.	8/6/2019	N/A	1/13/2020				0	\$0.00	Executed
9	010	010	(No Letter Written)	Updated Quantity Table to be Consistent with Plans - End Anchor Assembly (Type SFT)	8/14/2019	N/A	1/13/2020				0	\$0.00	Executed
10	011	N/A	9A	Sewer Line Excavation - Man made Buried Concrete with Rebar	8/12/2019	LS	1/13/2020				0	\$7,265.86	Executed
11	008	007 / 020	Letter Written 09-20-19	Electrical Changes - Modify PG&E scope per Lee Wells	7/29/2019	LS	1/13/2020				0	\$206.15	Executed
0	12	19	None	Updated Concrete Quantity Table to be Consistent with Plans	12/5/2019	N/A	1/13/2020	N/A	N/A	N/A	N/A	\$0.00	CCO Not needed
12	13	11 & 13	None	Drainage System 5 and 1 Changes	8/21/2019	Item	1/13/2020				0	\$10.19	Executed
13	14	14	None	Changed Permeable Treatment to Cobble Stone Paving per Coordination with the City of Colfax.	9/5/2019	Item	1/13/2020				0	\$0.00	Executed
0	15	N/A	06-17-19 Letter	Parking Lot Stripping of Mountain Plaza	N/A	N/A	1/13/2020	N/A	N/A	N/A	N/A	\$0.00	Work has been deleted

14	16	10-21-19 Email	10-23-19 Email	Erosion Control Changes	10/21/2019	Item	1/13/2020					0	(\$10,610.00)	Executed
15	17	N/A	10-14-19 Letter	AC Limit Changes	9/10/2019	Item	1/13/2020					0	\$25,600.00	Executed
16	18	N/A		Striping Changes	11/4/2019	Item	1/13/2020					0	(\$202.20)	Executed
17	19	N/A	12-10-19 Letter	Concrete Credit	12/10/2019	LS	1/13/2020					0	(\$1,955.00)	Executed
18	20	N/A	11-19-19 Letter	Additional Irrigation Electrical and boxes	11/19/2019	LS	1/13/2020					0	\$2,454.00	Executed
19	21	N/A	N/A	Bid Item 27 Adjustment	2/27/2020	LF	2/27/2020	2/27/2020	3/2/2020	3/2/2020		0	\$457.28	Executed
20	N/A	N/A	N/A	MBGR Repair	4/30/2020	LS	5/1/2020	N/A	5/1/2020	5/1/2020		0	\$10,000.00	Executed
													\$6,973.18	sum total cost of CCOs 1-20

<b>TOTAL CCO's</b>	<b>\$13,946.36</b>
<b>ORIGINAL CONTRACT AMOUNT \$</b>	<b>2,735,073.45</b>
<b>REVISED CONTRACT AMOUNT \$</b>	<b>2,749,019.81</b>

REVISED TOTAL CONTRACT \$	2,749,019.81
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**Attachment 3**

Recording Request by:

**City of Colfax**

When recorded return to:

**CITY OF COLFAX  
PO BOX 702  
COLFAX, CA 95713**

No Fee Per Gov. Code 27383

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN pursuant to California Civil Code §9204 that Granite Construction Company, P. O. Box 742478, Los Angeles, CA 90074 -2478 performed and completed for the City of Colfax the following contract, South Auburn Street & I-80 Roundabout which consisted of removal of existing roadway section and driveway section and replacing both with asphalt concrete, asphalt concrete dike, storm drain construction and modification, Concrete curb gutter and sidewalk, signing and striping, decorative concrete median, and resetting existing utilities to grade., all within the Corporate City Limits of the City of Colfax (the "Project"). The owner of the Project and property is the City of Colfax at the above address. The Project was completed in accordance with the Project Plans and Specifications on December 20, 2019.

Verification: I, Wes Heathcock, depose and say: I am the City Manager of the City of Colfax, the Owner identified in this Notice of Completion. I have read this notice of completion and know the contents thereof. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August \_\_\_\_, 2020 at Colfax, California.

City of Colfax

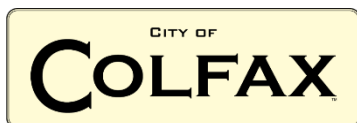
\_\_\_\_\_  
Wes Heathcock, City Manager

State of California  
County of Placer

On August \_\_\_\_, 2020 before me, Shanna Stahl, Accounting Technician, personally appeared Wes Heathcock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Shanna Stahl, City Accounting Technician



# Staff Report to City Council

## FOR THE AUGUST 26, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Larry Wing, City Engineer  
**Subject:** Engineering Design Services for Lift Station 5 Force Main Improvements – GHD Inc.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$50,051	<b>Fund(s):</b> 564
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**RECOMMENDED ACTION:** Resolution \_\_ - 2020 authorizing the City Manager to enter into a consultant services agreement with GHD Inc. for the engineering design and investigation services for Lift Station # 5 Force Main Improvements in an amount of \$50,051.

### Summary/Background

In early 2020, a section of the sanitary sewer force main leaving Pump Station # 5 failed and spilled approximately 50,000 gallons of raw sewage into Bunch Creek. As required, the City reported the spill to the Regional Water Quality Control Board (Board). The Board subsequently proposed a fine of approximately \$50,000 for the spill. The City is negotiating with the Regional Board to allow the City to use a portion of the fine for a construction project. The necessary investigation work and the design work needed to develop the construction project is \$45,501 with a 10% of \$4,550, which will reduce the probability of future exposure for the ratepayer. The construction estimate will be developed upon the completion of the project design.

The City contacted its on-call City Engineer firm GHD Inc. to develop a scope of work for the investigation, preparation of a technical memorandum, and design of improvements necessary to prevent this spill from occurring in the future.

This item would authorize the City Manager to execute an Agreement with GHD Inc. for Engineering Design Services for Lift Station # 5 Force Main Improvements. Specifically, the Scope of Work includes the following tasks:

- Project Management
- Preliminary Engineering
  1. Research existing plans and documents, including those of other utility companies
  2. Using a sub-consultant, provide up to two days of cleaning the existing force main and obtaining cable television video of the force main.
  3. Perform a hydrostatic pressure test of the force main.
- Force Main Improvements Technical Memorandum
  1. Conduct a Condition Assessment
  2. Perform a basic Hydraulic Analysis
  3. Develop approach for force main improvements and prepare 30% design drawings
- Prepare Final Plans, Specifications and Estimate

Staff recommends that the City Council authorize the City Manager to execute a Consultant Services Agreement with GHD Inc. for Professional Engineering services for the Lift Station #5 Force Main Improvements project in the amount of \$50,051.

**Fiscal Impacts**

The total project is funded with Fund 564 sewer impact fees. The proposed agreement with GHD Inc. is in the amount not to exceed \$50,051, which includes a 10% contingency. The credit for the future construction costs is estimated at \$35,000.

**Attachments:**

1. Resolution \_\_-2020
2. Proposal from GHD Inc.
3. Consultant Services Agreement



# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH GHD INC. FOR THE ENGINEERING DESIGN AND INVESTIGATION SERVICES FOR LIFT STATION # 5 FORCE MAIN IMPROVEMENTS IN AN AMOUNT OF \$50,051

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**WHEREAS**, In early 2020, a section of the sanitary sewer force main leaving Pump Station # 5 failed and spilled approximately 50,000 gallons of raw sewage into Bunch Creek; and,

**WHEREAS**, The Board subsequently proposed a fine of approximately \$50,000 for the spill; and,

**WHEREAS**, the City contacted its on-call City Engineer firm GHD Inc. to develop a scope of work for the investigation, preparation of a technical memorandum, and design of improvements necessary to prevent this spill from occurring in the future.

**WHEREAS**, GHD Inc. provide the scope services outlined in the staff report to effectively investigate and develop the plans for the Lift Station #5 remediation project.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to enter into a consultant services agreement with GHD Inc. for the engineering design and investigation services for Lift Station # 5 Force Main Improvements in an amount of \$50,051.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of August 2020 by the following vote of the Council:

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

**ATTEST:**

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**Marnie Mendoza, Mayor**

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**Jaelyn Collier, City Clerk**



**Attachment 2****CITY OF COLFAX****AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made by and between the City of Colfax, a municipal corporation of the State of California (“City”) and GHD Inc. (“Contractor”), who agrees as follows

**RECITALS**

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

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

**Section 1. Services.**

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

Contractor shall, at its sole cost and expense, furnish all labor, equipment, tools, apparatus, insurance, bonds, special services and other materials that may be required for furnishing services pursuant to this Agreement

**Section 2. Contract Period.**

- A. The term of this Agreement shall be for two years beginning August 27, 2020 through June 30, 2022, unless earlier terminated as provided herein. This Agreement may be extended as provided below.
- B. The services of Contractor are to commence on August 27, 2020 of this Contract by, and receipt of a Work Order, for each specific task, from the City and shall be undertaken and completed in a prompt and timely manner, in accordance with the specific schedule.
- C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for an additional one-year period, not to exceed a total of three years.

**Section 3. Time of Completion.**

## **Attachment 2**

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

### **Section 4. Compensation.**

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

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

### **Section 5. Professional Ability; Standard of Quality.**

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

### **Section 6. Indemnification.**

## Attachment 2

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

### **Section 7. Insurance.**

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

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

**Attachment 2**

property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.

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

## Attachment 2

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

### **Section 8. Subcontracts.**

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

### **Section 9. Assignment.**

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

### **Section 10. Entire Agreement.**

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

### **Section 11. 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 12. Suspension of Services.**

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

### **Section 13. Termination of Services.**

## Attachment 2

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

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

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

### **Section 14. Independent Contractor.**

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

### **Section 15. Ownership of Documents.**

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



## **Attachment 2**

projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

### **Section 16. Changes and/or Extra Work.**

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

### **Section 17. Compliance with Federal, State and Local Laws.**

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

### **Section 18. Retention of Records.**

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

### **Section 19. Alternative Dispute Resolution**

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall

**Attachment 2**

have the right to invoke the mediation process provided for in the subparagraph B below.

- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (“JAMS”). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

**Section 20. Severability.**

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

**Section 21. 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 22. Time of the Essence.**

Time is of the essence in the performance of the Services. The Contractor will perform its Services



**Attachment 2**

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.

- A. Time is of the essence for all work completed under this Contract. The minimum response time for the Contractor to be mobilized and fully ready to perform is 10 calendar days after issuance of notice to proceed by the City, unless the City requires emergency installation on a 4 hour advance notice.

For Work to be performed and paid for under emergency conditions, the minimum response time is 4 hours after notification by the City.

- B. Contractor shall be ready to commence execution of Work on the date established by the City. City reserves the right to modify or alter the commencement date.

**Section 23. 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 Contractor: GHD Inc.  
743 Reserve Drive  
Rocklin, CA 95678

**Section 23. Execution.**

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

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

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

**Attachment 2**

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

CITY

CONTRACTOR

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



August 6, 2020

Reference No. 11201706

Mr. Larry Wing, PE  
Contract City Engineer  
City of Colfax  
33 South Main Street  
Colfax, CA 95713

**Re: Proposal for Engineering Design Services for Lift Station 5 Force Main Improvements**

Dear Mr. Wing:

GHD is pleased to present this letter proposal to provide engineering design services to the City of Colfax (City) for the Lift Station 5 Force Main Improvements (Project). As requested and further discussed, please find below our proposed scope and budget to complete the preliminary engineering design and final engineering design for the Project.

**Project Understanding**

The City's Lift Station 5 is located on Canyon Way near the Canyon Way Overcrossing on Interstate 80. The force main for the Lift Station is a 6-inch diameter and approximately 5,000 linear feet (LF) in length, beginning at Lift Station 5 and heading northeast along Canyon Way to Iowa Hill Road where it transitions to gravity at a sewer manhole. In 2011, the City replaced a 770 LF section of the force main with C900 PVC. Lift Station 5 is equipped with two (2) submersible pumps (Lead-Lag configuration), each with a flow capacity of 370 gallons per minute (gpm) at 240 feet Total Dynamic Head (TDH).

In 2019, the 6-inch C900 PVC force main experienced a break due to a lateral crack, resulting in a spill and emergency repair. City Operations staff believe that the force main failed when the pumps shut off and all the wastewater flowed back towards the lift station. The City has since modified their operations so the pumps slowly turn off.

The Project will investigate the failure that occurred in 2019 and the existing condition of the force main to determine potential causes and determine the improvements necessary to improve the force main and mitigate future failures and spills. Potential improvements that will be evaluated include the installation of check valves, surge protection valves, a surge tank, structural lining, and inspection/clean out manholes.

The proposed scope of work for the Project will include the following:

- Review information related to the condition of the existing force main.
- Evaluate potential improvements.
- Prepare a Force Main Improvements Technical Memorandum that will summarize the findings of the force main condition assessment and provide recommendations for the improvements that will mitigate future failures.
- Prepare design plans, specifications, and engineer's opinion of construction cost for bidding and construction of the Project.



## Scope of Work

### Task 1 Project Management and Administration

This task includes the following project management and administration elements;

#### Task 1.1 Project Management

GHD will provide project oversight throughout the duration of the project including regular communication with the City, meeting coordination, schedule tracking, status update, and monthly invoicing.

#### Task 1.2 Meetings

GHD will conduct up to two (2) project meetings with City staff to discuss and review project status, submittal and overall design progress, and the results of prior submittals. The anticipated meetings include a project Kick-Off meeting and Preliminary Design Review meeting.

*Deliverable(s): GHD will submit a meeting agenda to the City three (3) working days prior to the meeting and all meeting minutes shall be submitted within five (5) working days after the meeting. City comments shall be incorporated and final minutes shall be published for distribution and record in digital format.*

#### Task 1.3 Quality Control

GHD will control the quality of work products delivered to the City through the implementation of a quality assurance/quality control program for this project. The program includes:

- Use of an independent technical review committee made up of technical experts to review alternatives developed and evaluated, and recommendations made by the project team. Reviews will include evaluations of constructability, performance, conflicts, etc.
- Independent review of each technical work product before its submission to the City.

### Task 2 Preliminary Engineering

#### Task 2.1 Data Collection and Review

The City has provided GHD record drawings for the lift station and force main improvements completed in 2011. GHD will further research and obtain available record drawings, using the Underground Service Alert (USA Dig-Alert) utility database and GHD's standard utility letter template, for other existing utilities and improvements within the Project area (including water maps, gas and electrical information, GIS files, Sewer Master Plan, etc.). GHD anticipates City Engineering and Operations staff to be available to provide necessary information related to the condition of the force main and operation of the lift station. Access to utility facilities such as manholes, clean-outs, etc. to support the Preliminary Engineering effort will be provided by the City. GHD will review the existing data to gain better understanding of the Project area as a basis for the development of this project.

GHD (via subconsultant) will provide up to two days of cleaning and CCTV inspection of the 6-inch force main to evaluate the condition, on a best effort basis. GHD anticipates access to the force main via the lift station and the discharge manhole near Iowa Hill Road will be provided by City crews. The length of the



inspection will be dependent on the physical limitation of the cleaning and CCTV equipment, inside surface conditions of the force main, and the City’s ability to dewater the force main. At this time, it is anticipated that only 600 LF will be accurately flushed and video inspected at each end. This work effort assumes formal traffic control plans are not necessary and the Work Area Traffic Control Handbook (WATCH) is appropriate. Any associated permit applications and submittals prior to performing the CCTV will be prepared and submitted on behalf of the City. Any direct fees associated with the applications will be paid by the City. On-site water for the cleaning and any temporary bypass pumping needed to perform the inspections will be provided by the City. During the shutdown of the force main for the CCTV inspection, GHD (via subconsultant) will also perform a hydrostatic pressure test of the 6-inch force main in accordance with AWWA C600.

*Deliverable(s): A CCTV report identifying the physical locations and quantities of physical defects will be submitted. Digital copies of the CCTV videos will also be provided on digital video disc (DVD) format.*

**Task 2.2 Force Main Improvements Technical Memorandum**

GHD will conduct a condition assessment using the information obtained in Task 2.1 above, perform a basic hydraulic analysis, and develop an approach for the force main improvements in preparation for the associated construction documents in Task 3. Prior to any formal improvement design, GHD will prepare a Force Main Improvements Technical Memorandum (TM) that will summarize the findings of the desktop condition assessment, and provide recommendations for the force main improvements. The TM will include 30% drawings showing the layouts and the proposed siting improvements and an engineer’s opinion of probable construction cost. The TM document will be submitted as a Draft for the City’s review. A Final Force Main Improvements Technical Memorandum will be submitted following the receipt of the City’s comments and are incorporated into the final document.

*Deliverable(s): A PDF copy (via email) of the Draft TM and the preliminary drawings will be submitted for City review. We will incorporate the appropriate comments and provide a Final TM in PDF format (via email).*

**Task 3 Final Engineering**

**Task 3.1 Draft Submittal**

For the Draft Submittal, GHD will provide nearly complete plans, technical specifications, design calculations, and a preliminary construction schedule including the anticipated, design completion, bid and award duration and construction duration. A comprehensive Engineer’s Estimate of Probable Construction Costs and project bid schedule will also be provided for the project. At this time, we anticipate the Project will contain six (6) drawings as shown in the preliminary sheet index table below.

*Deliverable(s): GHD will provide the Draft Submittal documents electronically in their native and PDF formats.*

Sheet No.	Description
1	Title Sheet
2	Notes, Legend, and Abbreviations
3	6-inch Force Main Improvements Location Map



Sheet No.	Description
4	6-inch Force Main Detail Plan 1
5	6-inch Force Main Detail Plan 2
6	6-inch Force Main Details

**Task 3.3 Final Submittal**

The Final Submittal will incorporate all appropriate City comments on the Draft Submittal. The submittal will include complete signed original Mylar plans, all sections of the specifications and contract documents, and Engineer’s Estimate of Probable Construction Costs.

*Deliverable(s): GHD will provide the Final Submittal documents electronically in their native and PDF formats.*

**Project Assumptions and Scope Limitations**

- GHD will utilize publicly available aerial and GIS maps for the Project area and the force main record drawings provided by the City as base files for the analysis and production of the preliminary and final design deliverables.
- Existing geotechnical reports and investigations by the City in the Project area will be relied on for the existing soil conditions.
- Potholing of existing utilities along and crossing the force main alignment will be performed by the Contractor during the construction of the force main improvements.
- The contractor for the improvements will prepare the traffic control plans.
- Sample specifications for this project will be provided at a later date for our use and modification.
- Preliminary engineering design drawings shall be limited to exhibits and figures showing the proposed force main improvements.
- Hydraulic modeling of the 6-inch force main, and sewer collection system is not included in this scope of work. However, the scope does include a basic hydraulic analysis utilizing spreadsheets for calculations.

**Budget**

Our budget to complete the above services is presented in the attached Fee Proposal, which will be billed on a monthly on a time and materials, but not-to-exceed basis, and according to our fee schedule.

We appreciate this opportunity to be of service. If you have any questions, please feel free to contact us.

Sincerely,  
GHD Inc.

Ms. Casey Raines, P.E.  
Project Manager  
(949) 585-5212

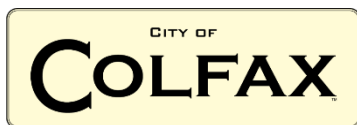
**Exhibit A**  
**City of Colfax**

Fee Proposal - Lift Station 5 Force Main Improvement Design Services

August 6, 2020



Task Description	QA/QC Manager	Project Manager	Project Engineer	Staff Engineer	CAD Designer	Project Assistant	Total Hours	Labor	Subconsultants*	Total
<b>Hourly Rates</b>	\$190	\$190	\$165	\$125	\$105	\$85			10% Markup	
<b>Task 1 - Project Management and Administration</b>										
Task 1.1 - Project Management	-	4	-	-	-	1	5	\$ 845	\$ -	\$ 845
Task 1.2 - Meetings (2)	-	2	2	-	-	1	5	\$ 795	\$ -	\$ 795
Task 1.3 - Quality Control	8	2	-	-	-	-	10	\$ 1,900	\$ -	\$ 1,900
<b>Subtotal Task 1 - Project Management and Administration</b>	<b>8</b>	<b>8</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>20</b>	<b>\$ 3,540</b>	<b>\$ -</b>	<b>\$ 3,540</b>
<b>Task 2 - Preliminary Engineering</b>										
Task 2.1 - Data Collection and Review	-	4	8	12	-	2	26	\$ 3,750	\$ 14,586	\$ 18,336
Task 2.2 - Force Main Rehabilitation Technical Memorandum	-	4	8	12	24	1	49	\$ 6,185	\$ -	\$ 6,185
<b>Subtotal Task 2 - Preliminary Engineering</b>	<b>-</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>24</b>	<b>3</b>	<b>75</b>	<b>\$ 9,935</b>	<b>\$ 14,586</b>	<b>\$ 24,521</b>
<b>Task 3 - Final Engineering</b>										
Task 3.2 - Draft Submittal	-	4	12	20	80	1	117	\$ 13,725	\$ -	\$ 13,725
Task 3.3 - Final Submittal	-	2	6	8	12	1	29	\$ 3,715	\$ -	\$ 3,715
<b>Subtotal Task 3 - Final Engineering</b>	<b>-</b>	<b>6</b>	<b>18</b>	<b>28</b>	<b>92</b>	<b>2</b>	<b>146</b>	<b>\$ 17,440</b>	<b>\$ -</b>	<b>\$ 17,440</b>
<b>Total (Not-to-Exceed)</b>	<b>8</b>	<b>22</b>	<b>36</b>	<b>52</b>	<b>116</b>	<b>7</b>	<b>241</b>	<b>\$ 30,915</b>	<b>\$ 14,586</b>	<b>\$ 45,501</b>



# Staff Report to City Council

## FOR THE AUGUST 26, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Lift Station #5 Pump Motor Replacement – Commercial Pump

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$73,133	<b>Fund(s):</b> 561
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**RECOMMENDED ACTION:** Adopt Resolution \_\_ - 2020 authorizing the City Manager to purchase a new pump motor and install the unit from Commercial Pump for Lift Station #5 in the amount not to exceed \$73,133.

### Summary/Background

The City owns and maintains four sewer lift stations. Lift Station #5 has two pump motors that are designed to alternate usage to reduce the wear on just one pump. The pump redundancy is intended to create a back-up system should one of the pump motors fail. The 75hp pump motors are not readily available because they are produced abroad, which has a 7-10 weeks lead time to receive a new pump motor.

Staff has documented one of Lift Station #5 pump motors has a bearing noise. The bearing noise is an early indication the motor is failing. The City does not have a spare Lift Station #5 pump motor in stock; therefore, the City is at risk of exposure should the failing motor fail leaving only one pump in-service.

Staff believes it is prudent to order a replacement motor for the Lift Station to replace the failing motor. The cost of the new pump motor is \$66,537 and installation is an additional \$6,596 from Commercial Pump. The total cost of the new motor purchase and installation is \$73,133. Subsequently, staff will have the replaced motor rebuilt and in stock should the City need it in the future.

### Fiscal Impacts

The total project is funded with Fund 561 in the amount not to exceed \$73,133.

### Attachments:

1. Resolution \_\_-2020
2. Proposals Commercial Pump



# City of Colfax

## City Council

Resolution No. \_\_-2020

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AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW PUMP MOTOR AND INSTALL THE UNIT FROM COMMERCIAL PUMP FOR LIFT STATION #5 IN THE AMOUNT NOT TO EXCEED \$73,133

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**WHEREAS**, Lift Station #5 has two pump motors that are designed to alternate usage to reduce the wear on just one pump; and,

**WHEREAS**, staff has documented one of Lift Station #5 pump motors has a bearing noise and the bearing noise is an early indication the motor is failing; and,

**WHEREAS**, Staff believes it is prudent to order a replacement motor for the Lift Station to replace the failing motor.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to purchase a new pump motor and install the unit from Commercial Pump for Lift Station #5 in the amount not to exceed \$73,133.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of August 2020 by the following vote of the Council:

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

**ATTEST:**

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**Marnie Mendoza, Mayor**

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**Jaclyn Collier, City Clerk**

Attachment 2



CSL 591152

PO BOX 674  
WEIMAR, CA 95736  
530-637-9513

Estimate

DATE	ESTIMATE #
7/9/2020	3567

NAME / ADDRESS
City of Colfax - WWTP P.O. Box 702 / 33 S. Main St. Colfax, CA. 95713

<b>REQUIRED TO PROCEED WITH ESTIMATE</b>	
Signature: _____	
Print name _____	
Date _____	PO# _____

**\*\*PLEASE NOTE\*\***  
**ALL ESTIMATES OVER \$5000.00 REQUIRE A 50% PRODUCTION DEPOSIT WHICH WILL BE INVOICED UPON APPROVAL.**

WRITER	CONTACT	PROJECT
KW	Jeff	Yeomans Pump

DESCRIPTION	QTY	U/M	EACH	TOTAL
This estimate is to supply the City of Colfax with a Yeomans Dry Pit Pump. This does not include the labor to install it. This estimate is price matched to Flo-Line estimate 20930R0.				
YEOMAN'S DRY PIT PUMP MODEL 4153SC PEDESTAL MOUNT PUMP 370 GPM @ 240 TDH @1750 RPM RH ROTATION DISCHARGE POSITION 2 IMPELLER DIAMTER 14.875" 320CLC FRAME 75HP 4 POLE 460V/3PH/60HZ INVETER DUTY 30FT CABLE SILICON CARBIDE SEALS ROYAL PURPLE FLUID	1		62,038.75	62,038.75T
Estimated lead time 20-22 weeks Placer County Sales Tax			7.25%	4,497.81

<b>TOTAL</b>			<b>\$66,536.56</b>
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All payments made by credit card are subject to 3.5% convenience charge. A finance charge of 1.5% per month (18% per annum) will be charged on all past due accounts. Customers will be responsible for all legal fees incurred.

**Attachment 2**



CSL 591152

PO BOX 674  
WEIMAR, CA 95736  
530-637-9513

**Estimate**

DATE	ESTIMATE #
8/5/2020	3590

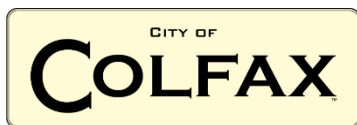
NAME / ADDRESS
City of Colfax - WWTP P.O. Box 702 / 33 S. Main St. Colfax, CA. 95713

<b>REQUIRED TO PROCEED WITH ESTIMATE</b>	
Signature: _____	
Print name _____	
Date _____	PO# _____

**\*\*PLEASE NOTE\*\***  
**ALL ESTIMATES OVER \$5000.00 REQUIRE A 50% PRODUCTION DEPOSIT WHICH WILL BE INVOICED UPON APPROVAL.**

WRITER	CONTACT	PROJECT
KW	Jeff	Yeomans Install

DESCRIPTION	QTY	U/M
This estimate is to install the Yeomans sewage pump for the City of Colfax at the Canyon Way lift station.  **This is a rough estimate that is subject to change due to the site being unseen. For a precise estimate, confined space entry must be done at the site. Any unforeseen repairs or parts required will be completed upon customer approval and are not included in this estimate.**  **Prevailing wage rates apply**		
Gasket, Flange, 6 ", FF Neo	2	ea
6" Bolt Pak, Stainless Steel 304	2	ea
Lug, Crimp, #1, Green, 5/16" Stud Size	8	ea
Fabricated Lifting Assembly	1	
Wastewater & Confined space safety equipment trailer (Including misc. supplies - i.e.gloves, Tyvek coveralls, blower, air sniffer, rags and disposable bags) Clean up and sanitize equipment.	2	
Crane Truck	1	ea
Travel and Labor, Three Service Technicians.	1	
	<b>Sales Tax (7.25%)</b>	\$55.83
<b>**Any unforeseen repairs or parts required will be completed upon customer approval and are not included in this estimate.**</b>	<b>TOTAL</b>	\$6,595.91



# Staff Report to City Council

## FOR THE AUGUST 26, 2020 REGULAR CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
 Alfred "Mick" Cabral, City Attorney  
**Subject:** Commercial Cannabis Fees and Procedures

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** By motion, consider adopting the following:

- 1.) Resolution \_\_\_-2020 Approving the Commercial Cannabis Business Permit Application Procedure Guidelines
- 2.) Resolution \_\_\_-2020 Establishing and Adopting Fees to process applications for Commercial Cannabis Business Permits and the Annual Regulation of Commercial Cannabis Businesses.

### Summary/Background

At the February 28, 2018 regular meeting, Council adopted Ordinance 536, codified as Colfax Municipal Code Chapter 5.32, which comprehensively regulates all commercial cannabis activities in Colfax. At the same meeting, Council adopted Resolution 12-2018 approving the application procedures for obtaining a permit to operate a commercial cannabis business in Colfax, Resolution 13-2018 establishing fees to process applications for commercial cannabis permits, and Resolution 14-2018 authorizing background checks for cannabis permit applicants.

At the same meeting, Council adopted its Ordinance 535, which modified the City's zoning ordinance by amending CMC Chapter 17.162. As amended by Ordinance 535, Chapter 17.162 conditionally allows personal use outdoor and indoor cannabis cultivation of up to six plants, and outlaws commercial cannabis cultivation, distribution, manufacturing, microbusinesses and testing within the City of Colfax except as authorized under Chapter 5.32, and prescribes where permitted commercial cannabis businesses can be located.

On February 13, 2019, Council unanimously directed staff as follows: (1) Staff shall resume the commercial cannabis application process by accepting one application for a medicinal cannabis permit and no others without further direction from the Council. (2) Golden State Patient Care shall be allowed to submit the only application for a medicinal cannabis permit at this time. (3) Since there will be only one application, staff will implement only Phase 1 of the required application process. If Golden State Patient Care successfully qualifies during the application process, its annual permit shall be submitted to the Council for approval. (4) Any medicinal cannabis permit issued to Golden State Patient Care shall expire one year after it is issued, unless it is renewed or revoked as allowed by Colfax Municipal Code Chapter 5.32, shall be for medicinal cannabis only, and shall be valid only for Golden State Patient Care's current location. (5) Golden State Patient Care's temporary business license shall remain valid until it is issued, or fails to qualify for, a medicinal cannabis license under Colfax Municipal Code Chapter 5.32, whichever is earlier. Golden State Patient Care has since been issued the medicinal cannabis license it requested.

Golden State Patient Care asked the Council and staff to expand the permissible scope of commercial cannabis activities and consider issuing a microbusiness cannabis license. Council agreed to consider expanding the scope of permissible commercial cannabis activities and authorized contracting with SCI Consulting Group to assist that effort. Kyle Tankard, Senior Consultant with SCI, has been the lead consultant on this project.

Changes to the ordinances allowing and regulating commercial cannabis activities in Colfax were discussed at public workshops on October 23, 2019, February 26, 2020 and May 27, 2020. At the conclusion of the final workshop, staff was directed to present revised ordinances to the Council for consideration.

Revised ordinances were presented for Council consideration on June 24, 2020 and July 1, 2020. On July 8, 2020, Council adopted its Ordinance 542 by which it established permissible commercial cannabis activities and zoning regulations. Ordinance 542 became effective August 8, 2020.

Council next directed staff to develop procedures for processing commercial cannabis activity permits and a fee structure that would allow the City to recover its cost of establishing and implementing the commercial cannabis regulation program through equitable allocation between licensees. On August 6, 2020, Council conducted a workshop at which the Commercial Cannabis Application Guidelines and proposed Regulatory Fees were presented and discussed. The documents reviewed at the August 6, 2020 workshop included drafts of the following: (1) Commercial Cannabis Business Permit Application Procedure Guidelines; (2) Commercial Cannabis Business Permit Application; (3) Commercial Cannabis Business Permit Renewal Application; (4) Commercial Cannabis Business Zoning Verification Letter; and (5) Commercial Cannabis Business Regulatory Fee Study.

Council requested the following changes at the August 6 workshop, all of which have been incorporated into the revised documents:

1. On the Application, Renewal Application and Zoning Verification, location is supposed to be defined by other than Assessor's Parcel Number. This has been addressed by referring to the physical location.
2. Note 4 on the summary of proposed cannabis fees, which was repeated under "City Cannabis Implementation Costs" has been modified to say that the costs will be collected until implementation costs are fully recovered. A comment has been added to the documents to the effect that the City's general fund will bear the costs until they have been fully recovered.
3. A note has been added to the effect that fully burdened rates are subject to annual adjustment.
4. Council requested a statement to the effect that residents foot the bill for the cannabis implementation costs for the first four years. A comment has been added to the documents to the effect that the City's general fund will bear the costs until they have been fully recovered.
5. Council wanted to make sure that total ownership in the application and renewal application equals 100%. That language has been added.
6. Council was concerned that proprietary information should be protected. That has been addressed in the second paragraph of the certification of the Application and Renewal Application by providing that anything that cannot be obtained by a public records search is deemed proprietary and not available to the public.
7. Signatures are required to be "wet" and in blue ink.
8. The language of the waivers and releases has been harmonized.
9. The indemnification provision has been broadened.
10. The fees have been removed from the application and renewal application and are addressed elsewhere.
11. The phrase "cannabis activities" was inserted under "Disclosures" on the application and renewal application.

12. A time period for correcting applications has been included under “Application Submittal”. No modifications are permitted after that period expires.

13. A lottery as a tiebreaker has been included under Phase 2 of the Third-Party Review.

14. The length of the application period has been addressed under “Application Submittal” in the Guidelines. The only document that needs additional Council action is that portion of the draft Guidelines in which the City’s third-party consultant will multiply several categories of application review criteria by a Council-established multiplier. The multipliers need to be established and inserted into the Guidelines.

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

### **Fiscal Impacts**

N/A

### **Attachments:**

1. Commercial Cannabis Business Permit Application Procedure Guidelines
2. Commercial Cannabis Business Permit Application
3. Commercial Cannabis Business Permit Renewal Application
4. Commercial Cannabis Business Zoning Verification Letter
5. Commercial Cannabis Business Regulatory Fee Study.
6. Resolution \_\_-2020 Approving the Commercial Cannabis Business Permit Application Procedure Guidelines
7. Resolution \_\_-2020 Establishing and Adopting Fees to Process Applications for Commercial Cannabis Business Permits and the Annual Regulation of Commercial Cannabis Businesses.
8. Commercial Cannabis Fees and Procedures Presentation.



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## COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION PROCEDURE GUIDELINES

### Introduction

The application process to operate a Commercial Cannabis Business (“CCB”) in Colfax will open on **September 25, 2020 and will close at 4:00PM on November 24, 2020**. Applications will be available at City Hall or on the City’s Website at [www.colfax-ca.gov](http://www.colfax-ca.gov). To be considered, final applications **must** be submitted by **4:00 PM on November 24, 2020** to the Planning Department located at 33 South Main Street, Colfax, CA, 95713. This outlines the application process, required materials, and other information necessary to operate a CCB in Colfax.

A total of eight (8) commercial cannabis business permits will be available, with a maximum of two (2) permits allocated for each of the following cannabis activities: cultivation, distribution, manufacturing, and testing. Applicants wishing to apply for a microbusiness permit (cultivation, distribution, manufacturing) must mark all three activities on their application. Applications for more than one (1) activity will be separated by activity and scored against applications for similar activity. Microbusiness applications will be scored based on the average of all three activities they are applying for. An applicant must be awarded all three (3) activities they apply for in order to receive a microbusiness permit from the City.

Information regarding the Commercial Cannabis Business application process can be found on the City of Colfax website at [www.colfax-ca.gov](http://www.colfax-ca.gov) which includes the following:

- Commercial Cannabis Business Application (CCBA)
- Owner Background Application and Intelifi Background Waiver
- Zoning Verification Form
- Ordinance No. 542: Colfax Municipal Code Chapter 5.32 (Commercial Cannabis Activity) and Title 17 (Zoning – Commercial Cannabis Activities)
- Cannabis Fee schedule

### The City’s Reservation of Rights

The City reserves the right to reject any and/or all applications, with or without any cause or reason. The City may also, modify, postpone, or cancel the request for permit applications without liability, obligation, or commitment to any party, firm, or organization. In addition, the City reserves the right to request and obtain additional information from any applicant submitting a proposal. Late or incomplete applications will be rejected. Furthermore, an application risks being rejected for the following reasons, and the City reserves the right to reject any application for any reason whether or not listed below:

- The application or documents submitted are incomplete, filed late, or not responsive to the City’s requirements.
- The issuance of the permit or operation of the commercial cannabis business at the proposed location is inconsistent with State law, Colfax Municipal Code (“CMC”) Chapter 5.32 or Title 17 or other applicable City of Colfax rules, regulations, or ordinances.

### Questions Regarding the Application

Applicants will have the opportunity to submit questions regarding the application. Applicants must submit the



questions in writing to [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov) by **October 19, 2020**. The City will post all questions and responses on the Colfax website on **October 26, 2020**.

**Amendments to the Application**

Applicants will not be allowed to make amendments to their application or to supplement their application once submitted, except as otherwise specifically permitted in these procedures or as authorized in writing by the City.

**Application Fees**

Application fees shall be submitted as noted below in Table 1. Applications will not be accepted without payment of fees. If the applicant does not proceed to the subsequent phase(s), a full refund of the phase(s) the applicant does not progress to will be issued within 30-days. The fees below do not include other standard fees such as building plan check fees, sign permit fees, design review fees, etc.

**Table 1**

Phase 1: Completeness Review and Determination of Eligibility	\$855 per application
Phase 2: Third-Party Review	\$2,996 per application; \$500 per each additional activity
Phase 3: City Manager's Recommendation and City Council's Approval	\$3,766 per application
Zoning Verification	\$406 per application
Background Check (Per Owner)	\$425 per owner

Payment must be made by cash, certified check, cashier’s check or money order made payable to the City of Colfax. The City does not accept credit cards. All refunds will be issued by check to the party identified in the original payment method.

**Criminal Background Check:**

Each owner must undergo a criminal background check demonstrating that they do not provide “good cause” for denial pursuant to CMC 5.32.310(I). The application forms for the background check will be available on the City website or at City Hall. Please provide a copy of your completed background check application forms along with proof of payment with your application. Owners who do not meet criminal history eligibility requirements will be disqualified.

**Zoning Verification Letter:**

Applicants will be required to obtain a “Zoning Verification Letter” from the Planning Department in City Hall, located at 33 South Main Street, to ensure that the proposed location the applicant is applying for meets the locational requirements pursuant to CMC 17.162.080 prior to submitting their CCB application. The review process typically takes approximately ten (10) working days. The “Zoning Verification Letter” will need to be included with the application package. Please note the issuance of a “Zoning Verification Letter” is not written evidence of permission given by the City of Colfax or any of its officials to operate a CCB, nor does it not mean “permit” within the meaning of the Permit Streamlining Act, nor does it constitute an entitlement under the Zoning or Building Code. A regulatory permit for regulating a CCB does not constitute a permit that runs with the land on which the CCB is established. Request for Zoning Verification Letter(s) require a written request submitted to the Planning Department and will not be completed over the counter since it may require additional research and review. Zoning Verification forms will be available at City Hall or on the City’s Website.

**CONTACT:**

If you have any questions or would like an update on the status of your application, please contact the City Clerk at (530)-346-2313 or by email at [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov).



**PHASES OF SUBMITAL, REVIEW, AND SELECTION:****Application Submittal**

The City will establish an initial application submittal deadline (the “Initial Deadline”) which will ordinarily be 60 days after the City opens the application submittal process. The City reserves its right to establish a shorter or longer Initial Deadline. For a period of 30 days after the Initial Deadline, City staff and/or the City’s consultant will review each application for completeness (the “Completeness Review Period”). During the Completeness Review Period, City staff and/or the City’s consultant shall notify every applicant whose application is incomplete of the additional information needed for the City to deem the application complete and a deadline for submitting the additional information (the “Final Deadline”). Additional information submitted prior to the Final Deadline shall be considered by the City and its consultant. No additional information shall be submitted or accepted, and no application shall be modified, after the Final Deadline.

Applicants must hand deliver two (2) complete comprehensive and signed (**wet signatures in blue ink**) hard copies of the City of Colfax Commercial Cannabis Business Application and all attachments, along with two (2) flash drives, which contain one comprehensive signed copy of the Commercial Cannabis Business Application and all attachments in a pdf format. All applications must include all the items listed below and formatted as follows:

1. City of Colfax Commercial Cannabis Business Application
2. Property Owner Consent Form
3. Limitations on City’s Liability Waiver
4. Proof of payment of Application fees
5. Organizational structure documents (e.g., Articles of Incorporation, bylaws, partnership agreements, etc.).
6. Zoning Verification Letter
7. Owner(s) information
  - Color copy of Driver’s License or other valid government-issued photo identification.
  - Color copy of Social Security Card
  - Proof of address (DMV issued ID/Driver’s License and/or recent utility bill under Owner’s name)
8. Owner Background Application and Intelifi Background Waiver
9. Phase 2 – Third-Party Submittal Items (outlined on Application Procedure Guideline)
  - Qualification of Owners/Managers (1.1 – 1.3)
  - Plans, Location, and Other Diagrams (2.1 – 2.4)
  - Business Plan (3.1 – 3.13)
  - Operations Plan (4.1 – 4.5)
  - Safety Plan (5.1 – 5.9)
  - Security Plan (6.1 – 6.5)
  - Neighborhood Compatibility Plan (7.1 – 7.5)
  - Community Benefits Plan (8.1)
  - Labor and Employment (9.1 – 9.3)

**Phase 1: Completeness Review and Determination of Eligibility**

- City Staff and/or consultant will review the applications for completeness.
- Background Checks conducted on Owners to determine eligibility.
- Applicants with complete applications are notified in writing and shall proceed to Phase 2.
- Applicants with incomplete applications after the Final Deadline are notified in writing and shall not proceed to Phase 2. This determination is not appealable.

**Phase 2: Third-Party Review**

- Complete applications are forwarded to the third-party reviewer.
- Applications will be sorted by proposed cannabis activity. If an applicant applies for more than one (1) activity (i.e. microbusiness), the activities applied for will be divided and grouped with applications for similar use. Microbusiness applications will be scored based on the average of all three activities they are applying for. An applicant must be awarded all three (3) activities they apply for in order to receive a microbusiness permit from the City.
- The third-party consultant reviews each application in detail and scores the applications based on the Evaluation Criteria (as outlined starting on Page 5).
- If more than two applications are received for a particular activity, applicants with the two (2) highest scores are notified in writing and may proceed to Phase 3. Applicants that are not among those with the two (2) highest scores are notified and shall not proceed to Phase 3. If a microbusiness applicant is not selected for all three activities they apply for, the microbusiness application will not proceed to Phase 3.
  - In the event of a tie in scoring, applicants shall be entered into a lottery. Each eligible applicant will be notified in writing of the lottery location, date, and time, which will be conducted through a drawing at a public location.
- If no more than two (2) applications are received for a cannabis use, applicants must receive a passing score of a minimum 80% of total points possible. Applicants who received a passing score are notified in writing and may proceed to Phase 3. Applicants that do not have passing scores are notified in writing and cannot proceed to Phase 3.
- Phase 2 scores are not appealable.

**Phase 3: City Manager's Recommendations and City Council's Final Approval**

- Once the Third-Party review is completed and all applicants have been notified, the highest scoring applicants or applicants who received a passing score will participate in a public meeting which will be held in the City of Colfax Council Chambers on a date and time to be determined by City staff. The public meeting shall be noticed pursuant to CMC Section 5.32.170 (c).
- At the Public Meeting, the City Manager will present the City Council with his/her recommendation after which the City Council will determine whether to approve, deny, or continue the application.
- The Applicant being recommended by the City Manager for consideration to the City Council should be prepared to attend a City Council meeting in City of Colfax to provide a public presentation before the Mayor and City Council introducing their team and providing an overview of their proposal if requested by the City Manager.
  - Please note that being awarded a CCB does not constitute a land use entitlement and does not waive or remove the requirements of applying for and receiving permits for all construction including electrical, plumbing, fire, planning permits or reviews, and any other permits, licenses, or reviews as may be necessary by the relevant departments or governmental entities in charge of said permits. Nor does it guarantee that the plans submitted via the CCB application process meet the standards or requirements of CMC Chapter 17 or any other permit requirements from other city departments or agencies.

**Phase 4: City Permits for the Commercial Cannabis Business**

- The time needed to establish the cannabis business will vary depending on the type of cannabis permits requested and amount of site and/or building improvements needed.
- Prior to issuing a Commercial Cannabis Business Permit, Planning, Building, Code Enforcement, Placer County Fire staff, Placer County Public Health Department, and City Cannabis Consultant will review and

inspect the property to confirm all requirements have been met.

**PHASE 2 – THIRD-PARTY REVIEW (EVALUATION CRITERIA):**

The third-party consultant will review each complete application. Each application will be given points, based on the nine (9) criteria established below (with a maximum of 240 points total). Each sub-criteria will be scored on 0-5 point range. Once the points for each of the nine (9) categories have been tallied by the consultant, they will be multiplied by the multiplier value (1-5 range) established by the City Council. The multiplier value will be established by Council at the City Council Meeting on August 26, 2020.

**1. QUALIFICATION OF OWNERS/MANAGERS: (15 POINTS) x ( \_\_ COUNCIL MULTIPLIER)**

- 1.1 Description of owner qualifications. Resumes are not to exceed one (1) page per owner/manager and shall detail any special business or professional qualifications or licenses of Owners that would add to the quality of services that the cannabis business would provide, including in areas related to cannabis, such as scientific or health care fields. The experience can be in California or other states where recreational and/or medicinal cannabis is permitted.
- 1.2 Proof that the Owner(s) and/or Manager(s) have experience operating a commercial cannabis business in any State or local jurisdiction where Medical and/or Adult Use Cannabis Business activities are permitted.
- 1.3 State the extent to which the CCB will be a locally managed enterprise whose owners and/or managers reside in the City of Colfax or Placer County.

**2. PLANS, LOCATION, AND OTHER DIAGRAMS: (20 POINTS) x ( \_\_ COUNCIL MULTIPLIER)**

- 2.1 Site Development Plan. Provide information on existing conditions and proposed improvements to the site; show how it meets or will meet the development standards outlined in the Colfax Zoning Code (1/8 inch = 1 foot minimum scale):

If existing buildings are to be demolished or expanded, provide separate site plans showing “existing conditions” and “proposed conditions.”

- North arrow, drawing scale, date of preparation and name of plan preparer.
- Property lines and any existing easements.
- Dimensions of subject site (include square footage).
- Dimensions and names of all adjacent streets and public rights-of-way.
- Location, dimensions and property line setbacks for all buildings and structures.
- Square footages for all buildings and structures.
- Location of trash enclosures.
- Location of ground mounted and/or roof mounted mechanical or other equipment.
- Location of loading docks/spaces.
- Location and number of all parking areas spaces and driveways and means of ingress and egress.
- Location and dimensions of all disabled parking spaces, ramps, curb ramps, and signs.
- Location and dimensions of all disabled-accessible “Path of Travel” to building entrance, sidewalks, and interior walks.
- Conceptual landscape plan detailing new/replacement landscaping and percentage of landscaping in the parking lot, setback areas, and tree size and species.
- Uses for all buildings and structures indicated on the site plan; if part of a multi-tenant center, include information on all existing tenant spaces.

- 2.2 Floor plan showing information on existing layout and proposed layout to building interior (1/4 inch = 1 foot minimum scale).
- 2.3 Building Elevations. Provide information on existing conditions and proposed improvements to building elevations (1/8 inch = 1 foot minimum scale):
  - Existing building elevations (all four (4) sides).
  - If modifications are proposed for existing buildings, provide before and after elevations (all four (4) sides). Also label all colors and materials.
  - If new buildings are proposed, provide full colored elevations. Also label all colors and materials and building height and width dimensions.
- 2.4 Preliminary grading plan.

**3. BUSINESS PLAN: (65 POINTS) x ( \_\_ COUNCIL MULTIPLIER)**

- 3.1 A written description of the total square footage of the facility with estimated square footage of proposed uses (i.e. administrative, cultivation, manufacturing, shipping/receiving, laboratory, dispensary, etc.).
- 3.2 An organizational chart of Owner/Leadership activity with business manager(s) and employees.
- 3.3 Describe the owner's roles in day-to-day operations and decisions.
- 3.4 Describe the number of employees, title/position and their respective responsibilities.
- 3.5 Describe compensation for employees and opportunities for continuing education.
- 3.6 A schedule for beginning operations, including a narrative outlining any proposed construction improvements and a timeline for completion.
- 3.7 A budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs and other operating costs.
- 3.8 A description of the sources(s) of capital funds. The budget must demonstrate sufficient capital in place to pay startup costs and at least three (3) months of operating costs.
- 3.9 Proof of capitalization, in the form of documentation of cash or other liquid assets on hand, Letters of Credit or other equivalent assets.
- 3.10 A pro forma for at least three (3) years of operation.
- 3.11 Type of products being cultivated, manufactured or sold.
- 3.12 Estimated quantity and value of product(s) to be cultivated, manufactured, or sold.
- 3.13 Describe marketing procedures and tactics.

**4. OPERATIONS PLAN: (25 POINTS) x ( \_\_ COUNCIL MULTIPLIER)**

- 4.1 Day-to-day operations shall be provided for each license type being sought. The proposed operations should acknowledge both state and local laws and should be consistent with industry best practices.
- 4.2 Describe hours of operation and facility opening procedures.

- 4.3 Describe cash handling procedures.
- 4.4 Describe inventory control procedures that will be included, identification of point-of sales and track and trace software. Explain how cannabis inventory will be tracked and monitored to prevent diversion.
- 4.5 Describe transportation, loading and unloading, distribution, or delivery procedures.

**5. SAFETY PLAN: (45 POINTS) x ( \_\_ COUNCIL MULTIPLIER)**

*Detailed safety plan that describes fire prevention, suppression, and alarm systems the business will have in place. The plan will have considered all possible fire, hazardous material, storage and handling of flammable gases and liquids, and inhalation issues/threats and will have both written and physical mechanisms in place to deal with each specific situation, including but not limited to:*

- 5.1 The Safety Plan shall be prepared and/or evaluated by a professional fire prevention and suppression consultant. A “professional fire prevention and suppression consultant” would include but not be limited to, an accreditation, certification, license, etc. related to fire safety.
- 5.2 Identify all gases, pesticides, and chemicals to be used and their storage locations.
- 5.3 Identify all possible fire, hazardous material, and inhalation issues/threats. Include written and physical mechanisms proposed to deal with each specific situation.
- 5.4 Identify fire alarm and monitoring system including the name and contact information for the alarm company.
- 5.5 Description of accident and incident reporting procedures.
- 5.6 Description of evacuation routes.
- 5.7 Location of fire extinguishers and other fire suppression equipment.
- 5.8 Description of procedures and training for emergency situations.
- 5.9 Description and location of all gas monitoring equipment (for Cultivation and Manufacturing applicants only).

**6. SECURITY PLAN: (25 POINTS) x ( \_\_ COUNCIL MULTIPLIER)**

- 6.1 The Security Plan shall be prepared and/or evaluated by a professional security consultant.
- 6.2 A premises diagram, which shall be accurate, dimensioned, and to scale (minimum scale = ¼” = 1’); the scale may be smaller if the proposed location exceeds a ½ acre parcel. The premises diagram shall include the following information:
  - North arrow, drawing scale, date of preparation and names of plan preparer.
  - Areas: diagram shall show the property boundaries, premises boundaries, dimensions, entrances and exits, interior partitions, walls, rooms, windows, and doorways and shall include a brief statement or description of the principal activity to be conducted in each area of the premises and all limited-access areas.
  - Square footage of all interior spaces.
  - Proposed uses of all interior spaces.
  - Commercial cannabis activities that must be identified on the diagram include, but are not limited to the following if applicable to the business operations: storage, batch sampling, loading/unloading of shipments, packaging and labeling, customer sales, extractions, infusions, cultivation, harvesting, processing, testing, and

cannabis waste disposal areas.

- If the premises consist of only a portion of a property, the diagram must be labeled indicating which part of the property is the cannabis premises and what the remaining property is used for.
- If the premises is on a property that will contain two or more licensed premises, it shall clearly show the designated entrances and walls under the exclusive control of the applicant for the premises, as well as the entrances and walls for each additional premises. All common areas must be labeled on the diagram, such as: lobbies, bathrooms, hallways, and breakrooms, if applicable.
- Identify all limited-access areas, (limited-access areas are defined areas in which cannabis goods are stored or held and only accessible to licensees, employees, or contractors).
- Address ingress and egress access, perimeter security, product security (at all hours), internal security measures for access (area specific), types of security alarms (alarms and cameras) and security personnel to be employed.
- Location of surveillance cameras and recording equipment (DVR/NVR), access control equipment and all safes, vaults or locked and secured rooms, location of audible exterior and interior alarms, panic buttons and restricted access locations, locations of lockboxes and keypads and security lighting. Camera(s) must be permanently mounted and in a fixed location which must be identified on the premises diagram. Each camera must be numbered for identification purposes. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit and allows for the clear and certain identification of any person and activities in all areas required to be filmed.

- 6.3 Written description of operational security, including but not limited to, general security policies for the facility, employee specific policies, training, sample written policies, transactional security, visitor security and 3rd party contractor security, and delivery security.
- 6.4 Identify intrusion alarm and monitoring system including the name and contact information for the monitoring company.
- 6.5 Discuss whether the CCB will utilize the services of on-site security guards. Please include the following in the description:
- Number of guards.
  - Hours guards will be on-site.
  - Locations they will be positioned.
  - Their responsibilities.

\* Security plans will not be made public.

## **7. NEIGHBORHOOD COMPATIBILITY PLAN: (25 POINTS) x ( \_\_ COUNCIL MULTIPLIER)**

- 7.1 Provide a “Good Neighbor Policy” that includes policies and measures in place to protect adjacent uses from any potential impacts (i.e. noise, light, odor, traffic, etc.) related to the proposed cannabis business. Describe how the cannabis business and its operating characteristics will be proactively managed so the business is not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting or recreating in the surrounding area and will not result in the creation of a nuisance.
- 7.2 Describe odor mitigation practices:
- Identify potential sources of odors.
  - Describe the system design and operational processes along with staff training, and maintenance plan. Please do not include equipment literature in this description.

- 7.3 Describe the waste management plan. The plan shall include waste disposal locations and their security measures, methods of rendering waste unusable and unrecognizable.
- 7.4 Describe the facility's sustainability efforts; provide a pledge to use locally sourced, low VOC, and energy efficient and sustainable materials and techniques (i.e. solar panels, renewable energy, etc.).
- 7.5 Describe how the location will be provided with adequate electricity, sewerage disposal, water, and storm drainage facilities for the intended purpose.

**8. COMMUNITY BENEFITS PLAN: (5 POINTS) x (\_\_\_ COUNCIL MULTIPLIER)**

- 8.1 Describe benefits that the CCB would provide to the local community, such as employment for residents of the City, community contributions, or economic incentives to the City.

**9. LABOR AND EMPLOYMENT: (15 POINTS) x (\_\_\_ COUNCIL MULTIPLIER)**

- 9.1 Provide number of new jobs created by proposed business.
- 9.2 Provide wage scales for all levels of employment.
- 9.3 Describe compensation and opportunities for continuing education and training of employees.



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### COMMERICAL CANNABIS BUSINESS PERMIT APPLICATION

For details about the information required as part of the application process, please see the Application Procedure Guidelines and additional requirements to complete the application process. All documents can be found on the Colfax website: [www.colfax-ca.gov](http://www.colfax-ca.gov). All signatures must be wet and in blue ink.

#### APPLICANT (ENTITY) INFORMATION

APPLICANT (ENTITY) NAME: \_\_\_\_\_ DBA: \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

PRIMARY CONTACT (Same as above?  Yes  No): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Formation Documentation: Describe how the business is organized (**attach related documents**).  
 Sole Proprietor    Partnership    Corporation    LLC    Limited Partnership    Other (Describe Below)

\_\_\_\_\_

#### COMMERCIAL CANNABIS BUSINESS ACTIVITY TYPE

1. Permit Type Sought (Select all that Apply)

Cultivation    Distribution    Manufacturing    Testing

#### PROPOSED LOCATION

PROPERTY OWNER NAME: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Zoning Verification Letter (**Please attach**):  Yes  No

Proposed Building(s) Square Footage: \_\_\_\_\_

#### CITY STAFF USE ONLY

APPLICATION # \_\_\_\_\_ SUBMITTAL DATE \_\_\_\_\_ FEE AMOUNT PAID \$ \_\_\_\_\_



OWNER INFORMATION

This Section must be completed by all business owners. Total ownership percentage must equal 100%.

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership% \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership% \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership% \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Ownership% \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership% \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Add more pages as necessary to accommodate all Commercial Cannabis Business Owners

**DISCLOSURES**

Have licenses or permits for commercial cannabis activities similar to those requested in this application been issued to, or suspended or revoked from, any applicant or owner in any jurisdiction? If yes, please provide (1) the name of the jurisdiction, (2) the type of license or permit in each jurisdiction, (3) the current status of each such license or permit, and (4) if a permit or license in any jurisdiction has been suspended or revoked, a detailed explanation of the basis for suspension or revocation. Attach a separate page for explanation if necessary.

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List all Owners who have been convicted of a felony or have engaged in misconduct that is substantially related to the qualifications, functions or duties of a cannabis operator, applicant, owner or employee. A conviction within this section means a plea or verdict of guilty, or a conviction following a plea of no contest. Attach a separate page for explanation if necessary.

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**APPLICATION CERTIFICATION**

I hereby certify, under penalty of perjury, on behalf of myself and all owners, managers and supervisors identified in this application that the statements and information furnished in this application and the attached materials present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

In addition, I understand that the filing of this application grants the City of Colfax permission to reproduce submitted materials for distribution to City staff, the City’s consultant, the City Attorney and City Council Members. All information in the application and any documents and information submitted therewith that cannot be obtained by a public record search shall be deemed confidential and proprietary and shall not be disclosed to the public.

Furthermore, by submitting this application, I understand and agree that any business resulting from an approval shall be maintained and operated in accordance with requirements of the City of Colfax and State law.

Under penalty of perjury, I hereby declare that the information contained in and submitted with the application is true, complete, and accurate. I understand that a misrepresentation of the facts is cause for rejection of this application, denial of a license or revocation of an issued license.

\_\_\_\_\_  
**Applicant Name**

\_\_\_\_\_  
**Applicant Signature**  
**(Wet signature in blue ink)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**PROPERTY OWNER CONSENT**

If applicant is other than the property owner(s), the owner(s) must provide a signed statement consenting to filing pursuant the requirements of the Colfax Municipal Code. **Wet signatures in blue ink only.**

The undersigned owner(s) of the subject property consent to the filing of this application and use of the property for the purposes described therein. We further consent and hereby authorize City representative(s) to enter upon the property for the purpose of examining and inspecting the property, preparing any reports and/or environmental review, and for all other purposes the City requires for processing the application.

_____	_____
Name	Signature <b>(Wet signature in blue Ink)</b>
_____	_____
Title	Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
County of \_\_\_\_\_                )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## Colfax Limitations on City's Liability and Certifications, Assurances and Warranties

(Must be completed by all applicants)

### a. WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE CITY OF COLFAX

The applicant and all owners and operators of any commercial cannabis business operating pursuant to any permit, license or approval issued by the City of Colfax hereby waive and release the City and its subordinate and affiliated agencies, together with its elected officials, officers, permitting officials, agents, employees, insurers and attorneys (collectively and hereafter in this document "Releasees") from and against any and all liability, claims, demands, losses, damages, expenses and costs (including without limitation costs and fees of litigation) of every kind and nature whatsoever that arise from, or pertain to, or relate to the City's Commercial Cannabis Business permitting process, the application for a Commercial Cannabis Business permit, the issuance of any Commercial Cannabis Business permit, the failure or refusal of the City to issue a Commercial Cannabis Business permit, the conduct or operation of the Commercial Cannabis Business in the City, the enforcement of the conditions of any Commercial Cannabis Business permit, and the investigation, arrest, prosecution or conviction of Commercial Cannabis Business owners, operators, employees, agents, clients or customers of the applicant/permittee for a violation of state, federal or local laws, rules, ordinances or regulations related thereto. The applicant certifies that under no circumstances shall the applicant cause any lawsuit or cause of action for monetary damages to be filed or prosecuted against any of the Releasees that arises from, pertains to or relates to any application it may make or has made for a Commercial Cannabis Business permit, the issuance of any Commercial Cannabis Business permit, or the enforcement of the conditions of any Commercial Cannabis Business permit or any laws, rules, regulations and ordinances related thereto.

### b. RELEASE CITY OF COLFAX FROM LIABILITY FOR ISSUING OR DENYING A PERMIT

The applicant/permittee, owners and operators of any commercial cannabis business authorized or permitted by the City, and each of them, waive and release the Releasees, and each of them, from any and all liability, claims, demands, losses, damages, expenses and costs (including without limitation costs and fees of litigation) of every kind and nature whatsoever that arise from, or pertain to, or relate to the City's Commercial Cannabis Business permitting process, the application for a Commercial Cannabis Business permit, the issuance of any Commercial Cannabis Business permit, the failure or refusal of the City to issue a Commercial Cannabis Business permit, the conduct or operation of the Commercial Cannabis Business in the City, the enforcement of the conditions of any Commercial Cannabis Business permit, and the investigation, arrest, prosecution or conviction of Commercial Cannabis Business owners, operators, employees, agents, clients or customers of the applicant/permittee for a violation of state, federal or local laws, rules, ordinances or regulations related thereto.

### c. AGREEMENT TO INDEMNIFY CITY OF COLFAX

To the greatest extent permitted by law, the undersigned, jointly and severally, shall hold harmless, defend and indemnify the Releasees, and each of them, from and against any and all liability, claims, demands, losses, damages, expenses and costs (including without limitation costs and fees of litigation) of every kind and nature whatsoever that arise from, or pertain to, or relate to the City's Commercial Cannabis Business permitting process, the issuance of a Commercial Cannabis Business permit by the City, the failure or refusal of the City to issue a Commercial Cannabis Business permit, the conduct or operation of the Commercial Cannabis Business in the City, the enforcement of the conditions of any Commercial Cannabis Business permit, and the investigation, arrest, prosecution or conviction of Commercial Cannabis Business owners, operators, employees, agents, patients, clients or customers of the applicant/permittee for a violation of state, federal or local laws, rules, ordinances or regulations

related thereto, except to the extent such injury, loss or damage is caused by the active negligence or willful misconduct of the Releasees.

- d. The commercial cannabis business applicant, manager, and anyone with an ownership interest in the business referenced herein represents and certifies they have submitted to a background check no earlier than 30 days prior to the date of this application.
- e. For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the City, County, and State where applicable for a commercial cannabis business operation.
- f. The applicant understands that operators, employees, and members of the commercial cannabis business may be subject to prosecution under Federal Laws.
- g. The person whose signature appears below is authorized to sign this application on behalf of the commercial cannabis business and has submitted this information and all attachments as required by the application process to obtain a commercial cannabis permit from the City of Colfax.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to Colfax Municipal Code Chapter 5.32 and in compliance with and all other applicable laws, rules, regulations and ordinances.

\_\_\_\_\_  
Applicant Signature  
**(Wet signature in blue ink)**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
County of \_\_\_\_\_                )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## APPLICATION SUBMITTAL CHECKLIST

Applications failing to submit any of the following items will be determined ineligible and will not move forward to Phase 2 of the Application Process:

- Complete and signed (**wet signature in blue ink**) Commercial Cannabis Business Application (pages 1-3)
- Property Owner Consent form. This shall be notarized. (page 4)
  - Proof of property ownership, proof of executed lease or purchase agreement, or a notarized letter of the owner's willingness to lease or sell the property.
- Limitations on City's Liability Waiver. This shall be notarized. (pages 5-6)
- Proof of payment of Application Fees (Phases 1-3, Zoning Verification, Owner Background Check)
- Organizational structure documents (e.g., Articles of Incorporation, bylaws, partnership agreements, etc.)
- Zoning Verification Letter
- Business Owner(s) Information:
  - Color copy of Driver's License or other valid government-issued photo identification.
  - Color copy of Social Security Card
  - Proof of address (DMV issued ID/Driver's License and/or recent utility bill under Business Owner's name)
- Business Owner(s) Background Application and Intelifi Background Waiver
- Phase 2 – Third-Party Submittal Items (outlined on Application Procedure Guideline)
  - Qualification of Owners/Managers (1.1 – 1.3)
  - Plans, Location, and Other Diagrams (2.1 – 2.4)
  - Business Plan (3.1 – 3.13)
  - Operations Plan (4.1 – 4.5)
  - Safety Plan (5.1 – 5.9)
  - Security Plan (6.1 – 6.5)
  - Neighborhood Compatibility Plan (7.1 – 7.5)
  - Community Benefits Plan (8.1)
  - Labor and Employment (9.1 – 9.3)



PO Box 702, 33 South Main Street Colfax, CA 95713  
(530)346-2313 (530) 346-6214 Fax

www.colfax-ca.gov  
info@colfax-ca.gov

## COMMERICAL CANNABIS BUSINESS PERMIT RENEWAL APPLICATION

Please complete this application thoroughly and attach all required documentation. If you have any questions about the renewal application process, please email [city.clerk@colfax-ca.gov](mailto:city.clerk@colfax-ca.gov). Only applications from current Commercial Cannabis Business permittees will be accepted. All signatures must be wet and in blue ink.

### APPLICANT (ENTITY) INFORMATION

APPLICANT (ENTITY) NAME: \_\_\_\_\_ DBA: \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

PRIMARY CONTACT (Same as above?  Yes  No): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Business Formation Documentation: Describe how the business is organized.

Sole Proprietor  Partnership  Corporation  LLC  Limited Partnership  Other (Describe Below)

### COMMERCIAL CANNABIS BUSINESS ACTIVITY TYPE

1. Permit Type Sought (Select all that Apply)

Cultivation  Distribution  Manufacturing  Retail (M)  Microbusiness  Testing

City of Colfax CCB #: \_\_\_\_\_ State Cannabis License #: \_\_\_\_\_ License Issuance Date: \_\_\_\_\_

### LOCATION

PROPERTY OWNER NAME: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Zoning Verification Letter (**Please attach**):  Yes  No

Building(s) Square Footage: \_\_\_\_\_

### CITY STAFF USE ONLY

CCB # \_\_\_\_\_ SUBMITTAL DATE \_\_\_\_\_ FEE AMOUNT PAID \$ \_\_\_\_\_

## OWNER INFORMATION

**This Section must be completed by all business owners. Total ownership percentage must equal 100%.**

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

**Ownership %** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

**Ownership %** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

**Ownership %** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

**Ownership %** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

**Ownership %** \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Add more pages as necessary to accommodate all Commercial Cannabis Business Owners**



**APPLICATION RENEWAL SUBMITTAL CHECKLIST**

The information on this checklist must be submitted with your Commercial Cannabis Permit Renewal Application to be accepted for review. These are the minimum requirements and additional information and plans may be required to evaluate your application following initial review by staff.

- Completed and signed (**wet signature in blue ink**) Commercial Cannabis Business Renewal Application
- Property Owner Consent form. This shall be notarized.
  - Proof of property ownership, proof of executed lease or purchase agreement, or a notarized letter of the owner’s willingness to lease or sell the property.
- Limitations on City’s Liability Waiver. This shall be notarized.
- Proof of payment of Application Renewal Fee.
- If any changes have occurred to any of the documents previously submitted (i.e. premise diagram, security plan, safety plan), provide one (1) copy of the items that have been modified.
- If there are pending code enforcement cases against permittee in any jurisdiction, provide a written description of each incident.
- If there were any law enforcement calls for services at the permittee’s location, provide a written description of each incident.

**APPLICATION CERTIFICATION**

I hereby certify, under penalty of perjury, on behalf of myself and all owners, managers and supervisors identified in this application that the statements and information furnished in this application and the attached materials present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

In addition, I understand that the filing of this application grants the City of Colfax permission to reproduce submitted materials for distribution to City staff, the City’s consultant, the City Attorney and City Council Members. All information in the application and any documents and information submitted therewith that cannot be obtained by a public record search shall be deemed confidential and proprietary and shall not be disclosed to the public.

Furthermore, by submitting this application, I understand and agree that any business resulting from an approval shall be maintained and operated in accordance with requirements of the City of Colfax and State law.

Under penalty of perjury, I hereby declare that the information contained in and submitted with the application is true, complete, and accurate. I understand that a misrepresentation of the facts is cause for rejection of this application, denial of a license or revocation of an issued license.

\_\_\_\_\_  
**Applicant Name**

\_\_\_\_\_  
**Applicant Signature**  
**(Wet signature in blue ink)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

PROPERTY OWNER CONSENT

If applicant is other than the property owner(s), the owner(s) must provide a signed statement consenting to filing pursuant to the requirements of the Colfax Municipal Code. Wet signatures in blue ink only.

The undersigned owner(s) of the subject property consent to the filing of this application and use of the property for the purposes described therein. We further consent and hereby authorize City representative(s) to enter upon the property for the purpose of examining and inspecting the property, preparing any reports and/or environmental review, and for all other purposes the City requires for processing the application.

Form with fields for Name, Signature (Wet signature in blue Ink), Title, and Date.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## Colfax Limitations on City's Liability and Certifications, Assurances and Warranties

(Must be completed by all applicants)

### a. WAIVER AND RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY THE CITY OF COLFAX

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### b. RELEASE CITY OF COLFAX FROM LIABILITY FOR ISSUING OR DENYING A PERMIT

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### c. AGREEMENT TO INDEMNIFY CITY OF COLFAX

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related thereto, except to the extent such injury, loss or damage is caused by the active negligence or willful misconduct of the Releasees.

- d. The commercial cannabis business applicant, manager, and anyone with an ownership interest in the business referenced herein represents and certifies they have submitted to a background check no earlier than 30 days prior to the date of this application.
- e. For renewals, the applicant represents and certifies that they continue to hold in good standing any permit/license required by the City, County, and State where applicable for a commercial cannabis business operation.
- f. The applicant understands that operators, employees, and members of the commercial cannabis business may be subject to prosecution under Federal Laws.
- g. The person whose signature appears below is authorized to sign this application on behalf of the commercial cannabis business and has submitted this information and all attachments as required by the application process to obtain a commercial cannabis permit from the City of Colfax.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to Colfax Municipal Code Chapter 5.32 and in compliance with and all other applicable laws, rules, regulations and ordinances.

\_\_\_\_\_  
Applicant Signature  
**(Wet signature in blue ink)**

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
County of \_\_\_\_\_                )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



PO Box 702, 33 South Main Street Colfax, CA 95713  
(530)346-2313 (530) 346-6214 Fax

[www.colfax-ca.gov](http://www.colfax-ca.gov)  
info@colfax-ca.gov

**COMMERCIAL CANNABIS BUSINESS - ZONING VERIFICATION LETTER**

This form is to ensure the location of the proposed Commercial Cannabis Business meets the requirements of City of Colfax Municipal Code §17.162.080 relating to zoning and locational requirements. The review process takes approximately ten (10) working days and will not be completed over the counter.

The issuance of this Zoning Verification Letter does not imply written evidence of permission, a permit or entitlement, given by the City of Colfax or any of its officials to operate a Commercial Cannabis Business.

**APPLICANT INFORMATION**

APPLICANT NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**PROPERTY INFORMATION**

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 PROPERTY OWNER NAME: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Assessor's Parcel Number (APN): \_\_\_\_\_  
 Zoning District: \_\_\_\_\_  
 Current Use of Property: \_\_\_\_\_  
 \_\_\_\_\_  
 Proposed Use of Property: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Applicant Signature  
(Wet signature in blue Ink)

\_\_\_\_\_  
Date

**CITY STAFF USE ONLY**

Zoning of Property: \_\_\_\_\_ General Plan Designation: \_\_\_\_\_  
 Verified by: \_\_\_\_\_ Date: \_\_\_\_\_ FEE AMOUNT PAID \$ \_\_\_\_\_

## City of Colfax: Commercial Cannabis Business Regulatory Fee Study

❖ **Fully Burdened Rates:**

<u>Fully Burdened Rates<sup>1</sup></u>	
<b>City Administration:</b>	
City Manager	\$85
City Attorney	\$308
City Planner	\$148
Building Inspector	\$116
Finance Director	\$103
City Clerk	\$36
<b>Other:</b>	
Consultant	\$250.00

<sup>1</sup>Fully Burdened Rates are subject to change annually.

❖ **Summary of Proposed Cannabis Fees:**

<u>Fee Description</u>	<u>Fee<sup>1</sup></u>	<u>Unit</u>
Application Review - Phase 1	\$855	per application
Application Review - Phase 2	\$2,996	per application <sup>2</sup>
Application Review - Phase 3	\$3,766	per application
Criminal Background Check	\$425	per owner
Zoning Verification	\$406	per application
Annual Commercial Cannabis Business Permit	\$7,187	per permit annually <sup>3</sup>
Annual Commercial Cannabis Business Permit Renewal	\$904	per application
Annual Implementation Costs <sup>4</sup>	\$9,691	

**Notes:**

<sup>1</sup> Proposed fees are rounded to the nearest dollar.

<sup>2</sup> Applicants will be charged a flat rate of \$2,966 for each application submitted. If the applicant applies for more than one (1) cannabis activity, an additional \$500 will be charged for each additional cannabis activity proposed on the application.

<sup>3</sup> Cannabis Businesses will be charged a flat rate of \$7,187 per permit annually. Each additional permit for the same business at the same premise, as defined in the CMC Section 5.32.050(ak), shall be charged 50% of the applicable fee.

<sup>4</sup> The total City Cannabis Implementation Costs are \$48,456. Implementation costs have been paid from the City's General Fund. Reimbursement of the general fund will not be completed for five year. Cost recovery of the implementation fees will be spread out over 5 years and will be collected until the City's Implementation Costs are fully recovered, at which time they will no longer be collected. Each year, the Annual Implementation Costs of \$9,691 will be divided equally amongst the total number of Commercial Cannabis Business permittees.

❖ **Commercial Cannabis Business Application Fees:**

The following fees will be collected upon submittal of a Commercial Cannabis Business Permit Application:

- Application Review – Phase 1
- Application Review – Phase 2

- Application Review – Phase 3
- Criminal Background Check

**Application Review – Phase 1 (Completeness Review and Determination of Eligibility):**

The proposed Application Review – Phase 1 Fee is \$855. The Phase 1 application fee recovers the cost to review applications for completeness and to determine the eligibility of the applicant.

General Tasks/Activities	City Administration						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Application Completeness Review	1.00	0.00	1.00	0.00	0.50	2.00	2.00	6.50	\$855	\$0	\$855
<b>Total</b>	<b>1.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.50</b>	<b>2.00</b>	<b>2.00</b>	<b>6.50</b>	<b>\$855</b>	<b>\$0</b>	<b>\$855</b>
									<b>Proposed Fee:</b>	<b>\$855 per application</b>	

**Application Review – Phase 2 (Third-Party Review):**

The proposed Application Review – Phase 2 Fee \$2,996. The Phase 2 application fee recovers the cost for the third-party review and scoring of applications.

General Tasks/Activities	City Administration						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Application Review and Scoring	1.00	1.00	0.00	0.00	1.00	0.00	10.00	13.00	\$2,996	\$0	\$2,996
<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>10.00</b>	<b>13.00</b>	<b>\$2,996</b>	<b>\$0</b>	<b>\$2,996</b>
									<b>Proposed Fee:</b>	<b>\$2,996 per activity</b>	

**Application Review – Phase 3 (City Manager’s Recommendations and City Council’s Final Approval)**

The proposed Application Review Step 3 Fee is \$3,766. The Step 3 application fee recovers the cost to bring the proposed application to City Council for City Manager’s recommendation and City Council Approval.

General Tasks/Activities	City Administration							Other		Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant	Labor Hours	Labor Cost		
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Public Meeting Noticing	0.00	0.00	1.00	0.00	0.00	2.00	0.00	3.00	\$219	\$0	\$219
Staff Report	2.00	1.00	1.00	0.00	0.00	0.00	1.00	5.00	\$876	\$0	\$876
Public Meeting	2.00	2.00	2.00	0.00	0.00	2.50	6.00	14.50	\$2,671	\$0	\$2,671
<b>Total</b>	<b>4.00</b>	<b>3.00</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.50</b>	<b>7.00</b>	<b>22.50</b>	<b>\$3,766</b>	<b>\$0</b>	<b>\$3,766</b>
<b>Proposed Fee:</b>									<b>\$3,766 per application</b>		

**Criminal Background Check Fee:**

The proposed Criminal Background Check Fee is \$425 per owner. The Criminal Background Check fee recovers the cost to run criminal background checks on each owner.

General Tasks/Activities	City Administration							Other		Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant	Labor Hours	Labor Cost		
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Background Check	0.00	0.00	0.00	0.00	0.00	0.00	1.50	1.50	\$375	\$50	\$425
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.50</b>	<b>\$375</b>	<b>\$50</b>	<b>\$425</b>
<b>Proposed Fee:</b>									<b>\$425 per owner</b>		

**Zoning Verification Fee:**

The proposed Zoning Verification Fee is \$406 per owner. The Zoning verification fee recovers the cost to verify that the proposed cannabis location meets the requirements relating the City's zoning and cannabis locational requirements.



General Tasks/Activities	City Administration						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Zoning Verification	0.50	0.00	2.00	0.00	0.00	0.50	0.00	3.00	\$356	\$50	\$406
<b>Total</b>	<b>0.50</b>	<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.50</b>	<b>0.00</b>	<b>3.00</b>	<b>\$356</b>	<b>\$50</b>	<b>\$406</b>
<b>Proposed Fee:</b>									<b>\$406 per application</b>		

### ❖ Annual Commercial Cannabis Business Permit Fees:

The Annual Commercial Cannabis Business Permit Fee recovers the cost of providing two (2) compliance inspections, one (1) financial audit per year, and permit renewal fees. The cost of provide these services is detailed below:

- 2 Compliance Inspections: \$ 3,000
  - 1 Financial Audit: \$ 4,187
- Total: \$7,187**

General Tasks/Activities	Planning						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Preparation	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50	\$125	\$0	\$125
Facility Inspection	0.00	0.00	0.00	0.00	0.00	0.00	3.50	3.50	\$875	\$0	\$875
Oversight and Reporting	0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00	\$500	\$0	\$500
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>	<b>6.00</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$1,500</b>
<b>Proposed Annual Inspections: 2</b>											
<b>Proposed Annual Inspection Fee: \$3,000</b>											
Financial Audit	1.00	0.00	0.00	0.00	1.00	0.00	16.00	18.00	\$4,187	\$0	\$4,187
<b>Total</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>16.00</b>	<b>18.00</b>	<b>\$4,187</b>	<b>\$0</b>	<b>\$4,187</b>
<b>Estimated Annual Cost Recovery:</b>									<b>\$7,187 per permit annually</b>		

### ❖ Annual Commercial Cannabis Business Permit Renewal Fees:

The Annual Commercial Cannabis Business Permit Renewal Fee recovers the cost of processing and reviewing commercial cannabis business permit renewal applications.

General Tasks/Activities	Planning						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Permit Renewal	1.00	0.00	0.00	0.00	0.50	0.50	3.00	5.00	\$904	\$0	\$904
<b>Total</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.50</b>	<b>0.50</b>	<b>3.00</b>	<b>5.00</b>	<b>\$904</b>	<b>\$0</b>	<b>\$904</b>

Estimated Annual Cost Recovery:      \$904 per application

❖ **City Cannabis Implementation Costs:**

The City will be recovering their cannabis implementation costs associated with updating the City's ordinance and regulatory fees. The total City cannabis implementation costs are \$48,456. Cost recovery of the implementation fees will be spread out over 5 years. Each year, the Annual Implementation Costs of \$9,691 will be divided equally amongst the total number of Commercial Cannabis Business permittees, until the implementation costs are fully recovered.

<u>City/Department</u>	<u>Total Cost</u>
City Administration	\$25,456
Contracted Services (SCI Consulting Group)	\$23,000
<b>Total Cost<sup>1</sup></b>	<b>\$48,456</b>
<b>Total Cost Recovery Per Year (5 Years)</b>	<b>\$9,691</b>

<sup>1</sup>The Total Cost is based on the time spent by City personnel based on hourly rates provided by the City as well as the cost of contracting with professions to provide services.

# City of Colfax

## City Council

Resolution No. \_\_-2020

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### APPROVING THE COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION PROCEDURE GUIDELINES

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**WHEREAS**, on July 8, 2020, the City Council of the City of Colfax adopted Ordinance No. 542 Amending Chapter 5.32 “Commercial Cannabis Activity” and Title 17 “Zoning – Commercial Cannabis Activities” to the Colfax Municipal Code (“CMC”); and

**WHEREAS**, Ordinance No. 542 took effect on August 7, 2020; and

**WHEREAS**, pursuant to CMC Section 5.32.090, the City Council may, in its sole discretion, adopt by resolution the procedures to govern the application process and the manner in which the City Council will decide whether to issue permits for commercial cannabis businesses and, if so, to whom they will be issued; and

**WHEREAS**, the City Council desires to open the process for accepting applications for commercial cannabis business permit(s) on September 25, 2020, for the commercial cannabis business permits authorized by Ordinance No. 542 and adopt the procedures to govern the application process and the manner in which the City Council will decide whether to issue permits for commercial cannabis businesses and, if so, to whom they will be issued; and

**WHEREAS**, applicants desiring to obtain a commercial cannabis business permit within the City are required to comply with all application procedures and requirements approved by the City Council; and

**WHEREAS**, this Resolution does not require or obligate the City Council to award or issue any commercial cannabis business permits following the application process even if applicants are qualified to receive the permit(s).

**NOW THEREFORE, BE IT RESOLVED** that the City Council adopts the Commercial Cannabis Business Permit Application Procedure Guidelines in the form attached to this Resolution and authorizes the City Manager to administer the application process.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of August 2020 by the following vote of the Council:

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

**ATTEST:**

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**Marnie Mendoza, Mayor**

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**Jaclyn Collier, City Clerk**

# City of Colfax

## City Council

Resolution No. \_\_-2020

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### ESTABLISHING AND ADOPTING FEES TO PROCESS APPLICATIONS FOR COMMERCIAL CANNABIS BUSINESS PERMITS AND THE ANNUAL REGULATION OF COMMERCIAL CANNABIS BUSINESSES

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**WHEREAS**, on July 8, 2020, the City Council of the City of Colfax adopted Ordinance No. 542 Amending Chapter 5.32 “Commercial Cannabis Activity” and Title 17 “Zoning – Commercial Cannabis Activities” to the Colfax Municipal Code (“CMC”); and

**WHEREAS**, Ordinance No. 542 took effect on August 7, 2020; and

**WHEREAS**, the City contracted with SCI Consulting Group to prepare a fee study analyzing the costs of processing applications and for the annual regulation of commercial cannabis businesses in accordance with the procedures and criteria adopted by the City Council;

**WHEREAS**, the commercial cannabis business permit application process will consist of various phases of review, with applicants advancing to a subsequent phase of review only after satisfying the requirements of the prior phase of review; and

**WHEREAS**, the City Council desires to adopt fees for each phase of review and for other related costs in order for the City to recover the costs of administering the commercial cannabis business permit application process and to conduct the annual regulation of commercial cannabis businesses; and

**WHEREAS**, City staff, with the assistance of SCI Consulting Group, conducted a fee study to determine the costs of processing applications and conducting annual regulation of commercial cannabis businesses; and

**WHEREAS**, the fees established by this resolution are fair and reasonable and are equal to, or less than, the cost to the City to implement and administer the commercial cannabis business permit application process and for the annual regulation of commercial cannabis businesses.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The City Council hereby approves and adopts the fees reflected in the fee schedule attached to this Resolution to implement and administer the commercial cannabis business permit application process.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of August 2020 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Marnie Mendoza, Mayor**

**ATTEST:**

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**Jaclyn Collier, City Clerk**

# City of Colfax Commercial Cannabis : Application, Procedure Guidelines, and Regulatory Fees

*Presented by:*

**Kyle Tankard, SCI**  
**August 26, 2020**

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4745 Mangels Blvd, Fairfield, California 94534  
707-430-4300

# Agenda

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1. Application and Procedure Guidelines
2. Regulatory Fees
3. Council Multiplier

# Application Submittal

- Initial Deadline (60 days):
  - Opens on September 25, 2020
  - Closes on November 24, 2020
  - Application fees due upon submittal
  - Zoning Verification must be completed prior to application submittal
  - Late Applications will not be accepted
  
- Completeness Review Period (30 days):
  - Applications reviewed for Completeness
  - Applicants notified if application is incomplete
  - Opportunity to submit additional information
  - Final Deadline: December 24, 2020

## APPLICATION SUBMITTAL CHECKLIST

Applications failing to submit any of the following items will be determined ineligible and will not move forward to Phase 2 of the Application Process:

- Complete and signed Commercial Cannabis Business Application (pages 1-3)
- Property Owner Consent form. This shall be notarized. (page 4)
  - Proof of property ownership, proof of executed lease or purchase agreement, or a notarized letter of the owner's willingness to lease or sell the property.
- Limitations on City's Liability Waiver. This shall be notarized. (pages 5-6)
- Proof of payment of Application Fees (Phase 1-3, Zoning Verification, Owner Background Check )
- Organizational structure documents (e.g., Articles of Incorporation, bylaws, partnership agreements, etc.).
- Zoning Verification Letter
- Business Owner(s) Information:
  - Color copy of Driver's License or other valid government-issued photo identification.
  - Color copy of Social Security Card
  - Proof of address (DMV issued ID/Driver's License and/or recent utility bill under Business Owner's name)
- Business Owner(s) Background Application and Intelifi Background Waiver
- Phase 2 – Third-Party Submittal Items (outlined on Application Procedure Guideline)
  - Qualification of Owners/Managers (1.1 – 1.3)
  - Plans, Location, and Other Diagrams (2.1 – 2.4)
  - Business Plan (3.1 – 3.13)
  - Operations Plan (4.1 – 4.5)
  - Safety Plan (5.1 – 5.9)
  - Security Plan (6.1 – 6.5)
  - Neighborhood Compatibility Plan (7.1 – 7.5)
  - Community Benefits Plan (8.1)
  - Labor and Employment (9.1 – 9.3)



# Application Review and Selection Overview

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## Four Phase Process:

- Phase 1: Completeness Review & Determination of Eligibility
- Phase 2: Third-Party Review
- Phase 3: City Manager's Recommendations and City Council's Final Approval
- Phase 4: City Permits for the Commercial Cannabis Business

# Application Review and Selection (Phase 1)

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## Phase 1: Completeness Review & Determination of Eligibility

- City Staff/Consultant review applications for completeness
- Background checks conducted on Owners to determine eligibility
- Complete applications proceed to Phase 2, and Incomplete applications are rejected.

# Application Review and Selection (Phase 2)

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## Phase 2: Third-Party Review

- Applications divided and grouped by proposed cannabis activity
  - Multi-activity / Microbusiness applications will be divided, grouped by activity, and scored against applications of similar activity
  - Microbusiness applications will be scored based on the average score of all three activities
  - If a microbusiness is not selected for all three (3) activities, they will not proceed to Phase 3
- Applications reviewed and scored based on nine (9) criteria.
  - If two (2) or more applications are received for an activity, 2 highest scoring applicants are selected to proceed to Phase 3.
  - If less than two (2) applications received for an activity, applicants must receive passing score of 80% of total points

## Phase 2: Evaluation Criteria and Scoring

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- Applications reviewed and scored based on nine (9) criteria (maximum of 240 points)
  - Each sub-criteria scored on 0-5 pt. range
- Council will add a multiplier value for each of the nine criteria (1-5 range) based on importance
- The nine criteria scores will be multiplied by the multiplier and tallied up
- **Tie Breaker :**
  - In the event of a tie in scoring, applicants are entered into a lottery

### **Evaluation Criteria:**

- Qualification of Owners/Managers (1.1 – 1.3)
- Plans, Location, and Other Diagrams (2.1 – 2.4)
- Business Plan (3.1 – 3.13)
- Operations Plan (4.1 – 4.5)
- Safety Plan (5.1 – 5.9)
- Security Plan (6.1 – 6.5)
- Neighborhood Compatibility Plan (7.1 – 7.5)
- Community Benefits Plan (8.1)
- Labor and Employment (9.1 – 9.3)

# Application Review and Selection (Phase 3)

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## Phase 3: City Manager's Recommendations and City Council's Final Approval

- Highest scoring or passing applicants notified in writing
- At City Council meeting, City Manager will present recommendations to the Council
- Applicants will present to the City Council
- City Council will make a determination as to whether to approve, deny, or continue the application.

# Application Review and Selection (Phase 4)

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## Phase 4: City Permits for the Commercial Cannabis Business

- The time needed to establish the cannabis business will vary depending on the type of cannabis licenses proposed and amount of site and/or building improvements needed.
- Prior to issuing a Commercial Cannabis Business Permit, Planning, Building, Code Enforcement, Placer County Fire staff, Placer County Public Health Department, and City Cannabis Consultant will review and inspect the property to confirm all requirements have been met.

# Summary of Proposed Cannabis Fees

Fee Description	Fee <sup>1</sup>	Unit
Application Review - Phase 1	\$855	per application
Application Review - Phase 2	\$2,996	per application <sup>2</sup>
Application Review - Phase 3	\$3,766	per application
Criminal Background Check	\$425	per owner
Zoning Verification	\$406	per application
Annual Commercial Cannabis Business Permit	\$7,187	per permit annually <sup>3</sup>
Annual Commercial Cannabis Business Permit Renewal	\$904	per application
Annual Implementation Costs <sup>4</sup>	\$9,691	

## Notes:

Proposed fees are rounded to the nearest dollar.

Applicants will be charged a flat rate of **\$2,966** for each application submitted. If the applicant applies for more than one (1) cannabis activity, an additional **\$500** will be charged for each additional cannabis activity proposed on the application.

Cannabis Businesses will be charged a flat rate of **\$7,187** per permit annually. Each additional permit for the same business at the same premise, as defined in the CMC Section 5.32.050(ak), shall be charged **50%** of the applicable fee.

The total City Cannabis Implementation Costs are **\$48,456**. Implementation costs have been paid from the City's General Fund. Reimbursement of the general fund will not be completed for five year. Cost recovery of the implementation fees will be spread out over 5 years and will be collected until the City's Implementation Costs are fully recovered, at which time they will no longer be collected. Each year, the Annual Implementation Costs of **\$9,691** will be divided equally amongst the total number of Commercial Cannabis Business permittees.

## Fully Burdened Rates<sup>1</sup>

### City Administration:

City Manager	\$85
City Attorney	\$308
City Planner	\$148
Building Inspector	\$116
Finance Director	\$103
City Clerk	\$36

### Other:

Consultant	\$250.00
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<sup>1</sup>Fully Burdened Rates are subject to change annually.

# Application Review (Phase 1)

General Tasks/Activities	City Administration						Other		Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant					
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250					
Application Completeness Review	1.00	0.00	1.00	0.00	0.50	2.00	2.00	6.50	\$855	\$0	\$855	
<b>Total</b>	<b>1.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.50</b>	<b>2.00</b>	<b>2.00</b>	<b>6.50</b>	<b>\$855</b>	<b>\$0</b>	<b>\$855</b>	
									<b>Proposed Fee:</b>	<b>\$855 per application</b>		

The proposed Application Review – Phase 1 Fee is **\$855**. The Phase 1 application fee recovers the cost to review applications for completeness and to determine the eligibility of the applicant.



# Application Review (Phase 2)

General Tasks/Activities	City Administration						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Application Review and Scoring	1.00	1.00	0.00	0.00	1.00	0.00	10.00	13.00	\$2,996	\$0	\$2,996
<b>Total</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>10.00</b>	<b>13.00</b>	<b>\$2,996</b>	<b>\$0</b>	<b>\$2,996</b>
<b>Proposed Fee:</b>									<b>\$2,996 per activity</b>		

The proposed Application Review – Phase 2 Fee **\$2,996**. The Phase 2 application fee recovers the cost for the third-party review and scoring of applications.

# Application Review (Phase 3)

General Tasks/Activities	City Administration						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Public Meeting Noticing	0.00	0.00	1.00	0.00	0.00	2.00	0.00	3.00	\$219	\$0	\$219
Staff Report	2.00	1.00	1.00	0.00	0.00	0.00	1.00	5.00	\$876	\$0	\$876
Public Meeting	2.00	2.00	2.00	0.00	0.00	2.50	6.00	14.50	\$2,671	\$0	\$2,671
<b>Total</b>	<b>4.00</b>	<b>3.00</b>	<b>4.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4.50</b>	<b>7.00</b>	<b>22.50</b>	<b>\$3,766</b>	<b>\$0</b>	<b>\$3,766</b>

Proposed Fee: \$3,766 per application

The proposed Application Review Phase 3 Fee is **\$3,766**. The Phase 3 application fee recovers the cost to bring the proposed application to City Council for City Manager's recommendation and City Council Approval.

# Criminal Background Check

General Tasks/Activities	City Administration						Other		Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant					
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250					
Background Check	0.00	0.00	0.00	0.00	0.00	0.00	1.50	1.50	\$375	\$50	\$425	
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.50</b>	<b>\$375</b>	<b>\$50</b>	<b>\$425</b>	
									<b>Proposed Fee:</b>	<b>\$425 per owner</b>		

The proposed Criminal Background Check Fee is **\$425** per owner. The Criminal Background Check fee recovers the cost to run criminal background checks on each owner..

# Zoning Verification Fee

General Tasks/Activities	City Administration						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Zoning Verification	0.50	0.00	2.00	0.00	0.00	0.50	0.00	3.00	\$356	\$50	\$406
<b>Total</b>	<b>0.50</b>	<b>0.00</b>	<b>2.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.50</b>	<b>0.00</b>	<b>3.00</b>	<b>\$356</b>	<b>\$50</b>	<b>\$406</b>
									<b>Proposed Fee:</b>	<b>\$406 per application</b>	

The proposed Zoning Verification Fee is **\$406** per owner. The Zoning verification fee recovers the cost to verify that the proposed cannabis location meets the requirements relating the City's zoning and cannabis locational requirements.

# Annual Commercial Cannabis Business Permit Fee

General Tasks/Activities	Planning						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Preparation	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.50	\$125	\$0	\$125
Facility Inspection	0.00	0.00	0.00	0.00	0.00	0.00	3.50	3.50	\$875	\$0	\$875
Oversight and Reporting	0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00	\$500	\$0	\$500
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>6.00</b>	<b>6.00</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$1,500</b>
Proposed Annual Inspections: 2											
Proposed Annual Inspection Fee: \$3,000											
Financial Audit	1.00	0.00	0.00	0.00	1.00	0.00	16.00	18.00	\$4,187	\$0	\$4,187
<b>Total</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>0.00</b>	<b>16.00</b>	<b>18.00</b>	<b>\$4,187</b>	<b>\$0</b>	<b>\$4,187</b>
Estimated Annual Cost Recovery: \$7,187 per permit annually											

## Annual CCB Permit Fee:

- 2 Compliance Inspections: \$ 3,000
  - 1 Financial Audit: \$ 4,187
- Total: \$7,187**

The Annual Commercial Cannabis Business Permit Fee recovers the cost of providing two (2) compliance inspections, one (1) financial audit per year, and permit renewal fees.

# Annual Commercial Cannabis Business Permit Renewal

General Tasks/Activities	Planning						Other	Labor Hours	Labor Cost	Services, Supplies, & Other Expenses	Total Cost
	City Manager	City Attorney	City Planner	Building Inspector	Finance Director	City Clerk	Consultant				
<i>Fully Burdened Hourly Rate</i>	\$85	\$308	\$148	\$116	\$103	\$36	\$250				
Permit Renewal	1.00	0.00	0.00	0.00	0.50	0.50	3.00	5.00	\$904	\$0	\$904
<b>Total</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.50</b>	<b>0.50</b>	<b>3.00</b>	<b>5.00</b>	<b>\$904</b>	<b>\$0</b>	<b>\$904</b>
<b>Estimated Annual Cost Recovery:</b>									<b>\$904 per application</b>		

The Annual Commercial Cannabis Business Permit Renewal Fee recovers the cost of processing and reviewing commercial cannabis business permit renewal applications.

# Cannabis Implementation Fee

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<b>City/Department</b>	<b>Total Cost</b>
City Administration	\$25,456
Contracted Services (SCI Consulting Group)	\$23,000
<b>Total Cost<sup>1</sup></b>	<b>\$48,456</b>
<b>Total Cost Recovery Per Year (5 Years)</b>	<b>\$9,691</b>

<sup>1</sup>The Total Cost is based on the time spent by City personnel based on hourly rates provided by the City as well as the cost of contracting with professions to provide services.

The total City Cannabis Implementation Costs are \$48,456. Implementation costs have been paid from the City's General Fund. Reimbursement of the general fund will not be completed for five year. Cost recovery of the implementation fees will be spread out over 5 years and will be collected until the City's Implementation Costs are fully recovered; at which time they will no longer be collected. Each year, the Annual Implementation Costs of \$9,691 will be divided equally amongst the total number of Commercial Cannabis Business permittees.



## Council Action Item: Phase 2 Multiplier Value

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- Council will apply a multiplier value (1-5 range) for the nine (9) criteria below
  - Multiplier value based on relative importance of each Criteria to Council

### **Evaluation Criteria:**

- Qualification of Owners/Managers (1.1 – 1.3)
- Plans, Location, and Other Diagrams (2.1 – 2.4)
- Business Plan (3.1 – 3.13)
- Operations Plan (4.1 – 4.5)
- Safety Plan (5.1 – 5.9)
- Security Plan (6.1 – 6.5)
- Neighborhood Compatibility Plan (7.1 – 7.5)
- Community Benefits Plan (8.1)
- Labor and Employment (9.1 – 9.3)