

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza
Councilmembers · David Ackerman · Joe Fatula · Sean Lomen

REGULAR MEETING AGENDA

February 9, 2022

Closed Session: 5:30 PM

Regular Session: 6:00PM

This meeting will be held at Colfax City Hall, 33 South Main Street, and attended via Teleconference.

You may also join via ZOOM on a computer or mobile device by visiting

[.https://us02web.zoom.us/j/82413264814](https://us02web.zoom.us/j/82413264814)

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

824 1326 4814

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 Councilmember Sean Lomen location at 108 Clements Ave, Starkville MS 39759
Councilmember David Ackerman location at 2001 E Plumb Lane, Reno NV 89502

Submit public comments to the City Clerk via email at city.clerk@colfax-ca.gov, by mail to PO Box 702, Colfax CA 95713, or drop them off in the office at 33 S. Main Street, Colfax CA 95713 by 4pm on the day of the meeting.

Comments received will be submitted to Council and made part of the record.

1 CLOSED SESSION

1A. Call Closed Session to Order

1B. Roll Call

1C. Public Comment on Closed Session Items

1D. Closed Session:

(a) Public employee performance evaluation pursuant to Government Code Section 54957

Title: City Manager

*****PUBLIC COMMENTS FOR CLOSED SESSION MUST BE RECEIVED BY 4:00 PM, FEBRUARY 9,2022*****

2 OPEN SESSION

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order



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

February 9, 2022

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 Department**
- 3B. CHP**
- 3C. Placer County Fire Department / CALFIRE**
- 3D. Chamber of Commerce**

4 **PRESENTATION**

- 4A. Annual Bianchini Update** (Page 4)
Presentation By: Connie Heilaman
Recommendation: Receive 2021 Update

5 **PUBLIC HEARING** (NO PUBLIC HEARING)

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. Authorize Remote Teleconference Meetings Pursuant to Government Code Section 54953(e) [AB 361].** (Pages 5-8)
Recommendation: Adopt Resolution __-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].
- 6B. Quarterly Investment Report – Quarter ended in 12/31/2021** (Pages 9-17)
Recommendation: Accept and File.
- 6C. Minutes** (Pages 18-21)
Recommendation: By Motion, approve the Colfax City Council minutes of 1/26/22
- 6D. Contract Award for Lift Station 5 Force Main Improvement Project – Lorang Brothers Construction, Inc.** (Pages 22-58)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to award a construction contract to Lorang Brothers Construction, Inc. in the amount of \$449,500 with a 15% contingency in an amount not to exceed \$516,925 for the Lift Station 5 Force Main Improvement Project.
- 6E. Shadow Wood Place Subdivision – Release of Maintenance Bond** (Pages 59-61)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to release the Maintenance Bond for the Shadow Wood Place Subdivision Improvements.
- 6F. Council Policy Ad hoc Committee** (Page 62)
Recommendation: Appoint Mayor Burruss and Councilmember Fatula to the Council Policy Ad hoc Committee.

*** End of Consent Calendar ***



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. Adult Use Cannabis (Page 63)

Recommendation: Discuss whether to expand the scope of permissible cannabis licenses to include and authorize adult use cannabis retail sales in Colfax and provide direction to staff.

10 **GOOD OF THE ORDER**

Informal statements, observation reports and inquiries regarding the business of the City may be presented by 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**

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

Marguerite Bailey

Marguerite Bailey, City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing



2021 Annual Bianchini Report

2/22/2021 check 202 was written in the amount of \$8,910 to BTS Builders for the purpose of ADA compliance project completion for the C-Wing restroom upgrade. That was the only check we wrote last year from the Fund.

Fund value increased substantially over the year:

- on 12/31/2020 the fund balance was \$436,545.99
- on 12/31/2021 the fund balance was \$503,590.76

The Schwab annual report for 2021 arrives in April, and we will forward to the Council and City Manager at that point.

SVCC is expecting higher levels of investment in the building in 2022 from the Bianchini Fund. This is an issue that will be brought to the Bianchini Advisory Committee, which is composed of SVCC and City appointed members.



Staff Report to City Council

FOR THE FEBRUARY 9, 2022, REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

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

Summary/Background

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

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

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

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

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

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

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

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

Fiscal Impact

None

Attachments:

1. Resolution __-2022

City of Colfax

City Council

Resolution No. __-2022

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

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

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

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

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

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

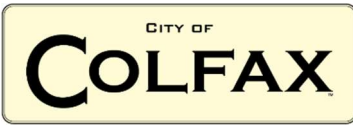
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 9th of February, 2022, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey City Clerk



Staff Report to City Council

FOR THE FEBRUARY 09, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Investment Report – Quarter ended 12/31/2021

Budget Impact Overview:

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

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 2020-2021 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 December 31, 2021 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 .20% for the quarter ended December 31, 2021.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period January 01, 2022 through June 30, 2022.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. 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 12/31/2021)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2021-2022
Report Date: 12/31/2021

Quarter Ended 12/31/2021

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	\$ 8,013,368	96%	0.21%
Corporate Checking	US Bank	N/A	\$ 327,548	4%	0.16%
Total Investment Pool			\$ 8,340,916	100%	0.20%

Quarter Ended 09/30/2021

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	\$ 8,188,495	97%	0.24%
Corporate Checking	US Bank	N/A	\$ 232,046	3%	0.16%
Total Investment Pool			\$ 8,420,541	100%	0.24%



[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	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212



PMIA/LAIF Performance Report as of 01/13/22



PMIA Average Monthly Effective Yields⁽¹⁾

Dec	0.212
Nov	0.203
Oct	0.203

Quarterly Performance Quarter Ended 12/31/21

LAIF Apportionment Rate ⁽²⁾ :	0.23
LAIF Earnings Ratio ⁽²⁾ :	0.00000625812849570
LAIF Fair Value Factor ⁽¹⁾ :	0.997439120
PMIA Daily ⁽¹⁾ :	0.22%
PMIA Quarter to Date ⁽¹⁾ :	0.21%
PMIA Average Life ⁽¹⁾ :	340

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/21 \$181.4 billion

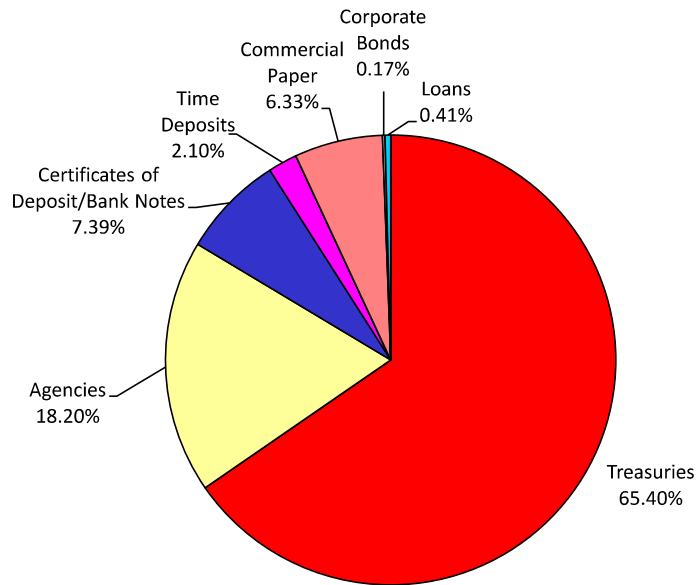


Chart does not include \$6,716,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

City of Colfax City Council

Resolution No 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.

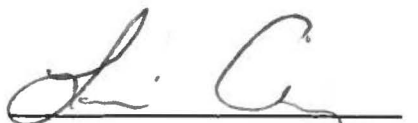
Passed and Adopted this 8th day of October by the following vote:

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



Tony Hesch, Mayor

ATTEST:



Lorraine Cassidy, City Clerk

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.

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 REQUIREMENTS

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;

- 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.

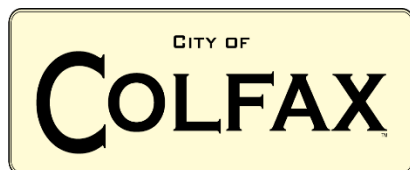
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- 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.



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, January 26, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 CLOSEDSESSION

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

Mayor Burruss called the closed session to order at 5:05 PM.

1B. **Roll Call**

Present: Lomen (via ZOOM), Ackerman, Fatula, Burruss
Mendoza arrived at 5:10 PM.

1C. **No public comment on Closed Session Item**

1D. **Closed Session**

(a) Public employee performance evaluation pursuant to Government Code Section 54947
Title: City Manager.

2 OPEN SESSION

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

Mayor Burruss called the open session to order at 6:02 pm.
No reportable action from Closed Session.

2B. **Pledge of Allegiance**

2C. **Roll Call**

Present: Councilmember Lomen (via ZOOM), Councilmember Ackerman, Councilmember Fatula, Mayor Pro Tem Mendoza, and Mayor Burruss.

2D. **Approval of Agenda Order**

MOTION made by Fatula and seconded by Ackerman, and approved by the following vote:
AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss
NOES:
ABSTAIN:
ABSENT:

3 AGENCY REPORTS

3A. **Placer County Sheriff Department** – Sergeant Kevin Griffiths, Station Commander of the Colfax Station provided an update on the recent winter storm, working with OES and extreme conditions.

3B. **Not Present**

3C. **Placer County Fire/CALFIRE** – Captain Nolan Hale, the Department Captain of Station 30, and Career Captain overseeing Company 36, provided an update of recent events in the City. Mayor Burruss asked for clarification on the consequences for escaped burns. Cpt. Hale explained responsibility. Councilmember Fatula asked if there was an update on clearances of trees along the Union Pacific Lines. Cpt. Hale stated he would provide the information at a later date.



- 3D. **Chamber of Commerce** - Tracy Brown, President spoke about events happening for business owners.

4 PRESENTATION

- 4A. **211 Presentation – Office of Emergency Services.** Assistant Director Dave Atkinson spoke about the purpose of 211 and provided an update on the Winter Storm. Brandon Sanders with PG&E provided an update on the obstacles that PG&E faced during the winter storm event and the direction PG&E is headed. Via Facebook, Caroline McCully asked a question regarding hold times on 211. Assistant Director Atkinson explained that 211 was a shared system with Nevada County which took more of an impact from the storm than Placer County. Via Facebook, Tom Parnham asked if there is anything OES can do about lost cell phone service. Assistant Director Atkinson states they will be looking at this at the After-Action Review. Councilmember Fatula describes communication issues with loss of phone use. Assistant Director Atkinson states this is a Crisis Communication Annex and states he does not have a full report yet for the 211 statistics. Mayor Pro Tem Mendoza asks for clarification on the Emergency State Funding. Assistant Director Atkinson states they need to submit an Initial Damage Assessment. Holly Graham stated that she had a problem with 211 and getting to work during the storm. Tim Dion spoke about utilizing the GSP business site as a future Emergency Usage Facility.

5 PUBLIC HEARING CDBG Contract 20-CDBG-CV-1-00002

- 5A. 1. Item was presented.
 2. Open the Public Hearing
 3. Lorie Adams, Principal of the Adams Ashby Group presents the CDBG Contract 20-CDBG-CV-1-00002 grant.
 4. Accept Public Testimony - Diane Greene asks how people were notified.
 5. When applicable, Applicant rebuttal period (None)
 6. Close Public Hearing (hearing was closed)
 7. Council comments and questions. Mayor Burruss explains that it was a robust outreach attempt.
 8. City Council Action.

MOTION made by Fatula to direct staff to submit required close out documents, seconded by Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

6 CONSENT CALENDAR

6A **Cash Summary-December 2021**

Recommendation: Accept and File

6B. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 1-26-22

6C. **Caltrans Sustainable Transportation Grant – Local Government Commission (LGC) Agreement**

Recommendation: Authorize the City Manager to enter into an agreement with Local Government Commission to perform outreach and project administration for the Caltrans Sustainable Transportation Grant in an amount not to exceed \$238,371.

end of consent calendar



MOTION made by Fatula to approve the consent calendar excluding item 6C, and seconded by Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

City Manager Wes Heathcock explains the purpose of the Caltrans Sustainable Transportation Grant and introduces Josh Meyer, Director of Community Planning with the Local Government Commission; a Non-Profit based in Sacramento who explains the purpose of the grant.

Diane Greene asks about the process.

MOTION made by Fatula to approve item 6C, and is seconded by Ackerman and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

7 PUBLIC COMMENT

Melinda Neely spoke about the dangers of cannabis use. Diane Greene also spoke in opposition of commercial cannabis use. Jim Dion requested the Commercial Cannabis for Adult Use be agendized to open dialogue. Tim Dion spoke in support of Cannabis Adult Use. Sgt. Griffiths stated PCSO is opposed to the Adult Use Cannabis. Cheryl Hammond spoke in opposition to the Adult Use Cannabis. Holly Graham thanked the City for snow plowing and inquired if they could secure services in the future. Mayor Burruss explains why it was plowed and states that it would have to be a contract and discussed in the future. Via Facebook, Lauren Spencer provided comment about the amount of snow she received. Via Facebook, Jen Domenick Hamelin offered thanks to Mayor Burruss, PG&E, Councilmembers and the community. Via Facebook Steve Harvey stated that a lot of trees will be cut down in the area. Via Facebook Caroline McCully states to bring back HAM radios. K. Parnham (Via ZOOM) commented on the plowing of streets and dangerous conditions.

8 COUNCIL AND STAFF

- 8A.** A moment of silence was observed for Kelly Ladner. A moment of silence was observed for AJ Nunez, the Finance Director for the Placer County Air Pollution Control District. Mayor Burruss spoke about a tax measure with PCTPA.
- 8B.** None

9 COUNCIL BUSINESS

- 9A. **Placer Mosquito and Vector control District (PMVCD) Committee Assignment****
Will Stockwin made a presentation about his representation of Colfax on the PMVCD. Council discussed his appointment and the objections to his appointments.
Tom Parnham via Facebook stated he supports Stockwin being the representative.
Karrie Taylor via ZOOM states she supports Councilmember Lomen and requests for a new member to replace Stockwin.



MOTION made by Ackerman to appoint Stockwin as the Representative, seconded by Mendoza and approved by the following vote:

AYES: Ackerman, Mendoza, Burruss

NOES: Lomen, Fatula

ABSTAIN:

ABSENT:

MOTION made by Burruss to appoint Councilmember Ackerman as the alternate for the PMVCD, seconded by Mendoza, and approved by the following vote:

AYES: Lomen, Ackerman, Fatula, Mendoza, Burruss

NOES:

ABSTAIN:

ABSENT:

10 GOOD OF THE ORDER

Councilmember Fatula discusses invoicing private properties for plowing services. Mayor Burruss will entertain sending a bill ticket. Councilmember Fatula discusses safety issues with visitors during the snow storm. Councilmember Ackerman proposes putting discussion of Commercial Adult Use Cannabis onto the agenda and asks if the emergency collective actions be discussed during the February 23rd meeting. Mayor Burruss will hear discussion for Medical Use vs Adult Use Cannabis. Councilmember Mendoza discusses Community Emergency Response Teams. Mayor Burruss discusses placing consent items onto the beginning of the agenda and having mixed use teleconference council meetings. She also proposed creating a Council Policy Subcommittee consisting of Councilmember Fatula and herself.

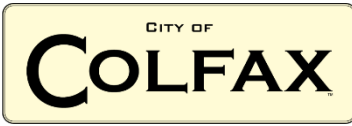
11 ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 8:12 pm. Respectfully submitted to City Council this 9th day of February, 2022.

Marguerite Bailey

Marguerite Bailey, City Clerk





Staff Report to City Council

FOR THE FEBRUARY 09, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Carl Moore, City Engineer
Subject: Contract Award for Lift Station 5 Force Main Improvement Project - Lorang Brothers Construction, Inc.
Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$516,925	Fund(s): 564 and 202
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to award a construction contract to Lorang Brothers Construction, Inc. in the amount of \$449,500 with a 15% contingency in an amount not to exceed \$516,925 for the Lift Station 5 Force Main Improvement Project.

Summary/Background

On August 26, 2020, the City Council adopted Resolution 51-2020 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 the amount of \$50,051.

On March 26, 2021, The Central Valley Regional Water Quality Board (Board) executed Order R5-2020-0507 which included a proposed fine of \$49,845. The City negotiated with the Regional Board to allow the City to use a portion of the fine for a construction project to reduce the potential for a future violation. On January 11, 2022, the City was notified by the Board that the Enhanced Compliance Action (ECA) completion date will be extended to August 1, 2022. The City paid the required portion of the Board fine in the amount \$14,119 last fiscal year. This project will satisfy the balance of the fine (\$35,726).

On October 27, 2021, the City Council adopted Resolution 53-2021 accepting the design and specifications, prepared by GHD Inc., and authorizing the City Manager to solicit bids for the construction of the Lift Station 5 Force Main Improvement Project. The Request for Bids was released December 15, 2021, and advertised through the Auburn Journal, the City's website, and CIPList.com website. Bid responses were due January 4, 2022, and extended to January 11, 2022, due to exigent circumstances. The City received two (2) bids for the construction of the project. Staff reviewed the bids and determined that the bidders were responsible and submitted responsive bids. The City received the following bids, with Lorang Brothers Construction, Inc. determined to be the lowest responsible and responsive bidder in the amount of \$449,500. The Engineer's estimate was \$336,900 including a 20% contingency. The cost difference between the Engineer's Construction Estimate and Bid Amounts is due, in part, to difficulty in securing construction equipment and material cost related to the current pandemic and nationwide inflation.

Bidder Name	Bid Amount
Lorang Brothers Construction, Inc.	\$449,500.00
TNT Industrial Contractors, Inc.	\$462,898.00
Engineers Construction Estimate	\$336,900.00

On July 14, 2021, the City Council adopted Resolution 36-2021 authorizing the City Manager to enter into a 3-year contract with Bureau Veritas for Building Inspection Services on an as needed bases not to exceed \$355,453. The City Manager will authorize a task order under this contract to provide Inspection services in the amount not to exceed \$8,000.

Final estimates for Engineering and Design costs include an additional \$7,500 for GHD's time to process submittals and RFI's and miscellaneous administrative costs such as bid notification costs.

Fiscal Impact

This project is funded from Fund 564 – Sewer Connection Fees and Fund 202 - ARPA (American Rescue Plan Act). The estimated final costs/budget for the Lift Station 5 Force Main Improvement Project are outlined in the chart below:

Activity	Vendor	Fund - 585 LS#5 Force Main Repair		
		564 - SWR Conn	202 - ARPA	Total
Engineering & Design	GHD/Other	\$ 50,051.00	\$ 7,775.00	\$ 57,826.00
Construction	Lorang	\$ 160,337.00	\$ 356,588.00	\$ 516,925.00
Construction Management	Bureau Veritas	\$ 8,000.00	\$ -	\$ 8,000.00
Total Budget		\$ 218,388.00	\$ 364,363.00	\$ 582,751.00

The \$516,925 for Construction is for the Lorang Brothers Construction contract (\$449,500) and includes a 15% contingency in the amount of \$67,425.

Staff is recommending Council authorize the City Manager to award a construction contract to Lorang Brothers Construction, Inc. based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project.

Attachments:

1. Resolution 36-2021
2. Resolution 53-2021
3. Resolution __-2022
4. Lorang Brothers, Inc. Construction Contract

City of Colfax

City Council

Resolution № 36-2021

AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR CONTRACT WITH BUREAU VERITAS FOR BUILDING INSPECTION SERVICES ON AN AS NEEDED BASIS NOT TO EXCEED \$355,453

WHEREAS the City of Colfax needs the services of a Building Inspector on an on-call basis; and,

WHEREAS Bureau Veritas is a qualified firm for supplying Building Inspection personnel; and,

WHEREAS, Bureau Veritas has successfully provided Colfax with adequately trained inspectors to execute necessary inspection duties; and,

WHEREAS, the Bureau Veritas initial contract has been fulfilled, and the City is in-need of extending the contract through June 30, 2024.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax, authorizing the City Manager to enter-into a 3-year contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$355,453.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 14th day of July 2021 by the following vote of the Council:

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:



Sean Lomen, Mayor

ATTEST:



Amy Lind, Interim City Clerk

City of Colfax City Council

Resolution № 53-2021

ACCEPTING THE DESIGN AND SPECIFICATIONS AND AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR THE CONSTRUCTION OF THE LIFT STATION # 5 FORCE MAIN IMPROVEMENTS

WHEREAS, The Regional Water Quality Control Board proposed a fine of \$49,845 for the Bunch Creek sewer spill; and,

WHEREAS, The City negotiated with the Regional Board to allow the City to use a portion of the fine for a construction project to reduce the potential for a future violation; and,

WHEREAS, The City contracted with its on-call City Engineer firm GHD Inc. to prepare Final Plans, Specifications, and an Engineer’s estimate for the City to upgrade existing facilities and enhance the maintenance and monitoring capability of the force main in order to comply with the Board’s Settlement Agreement R5-2020-0507 and prevent this spill from occurring in the future.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax accepts the design and specifications and authorizes the City Manager to solicit bids for the construction of the Lift Station # 5 Force Main Improvements.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th of October 2021 by the following vote of the Council:

AYES: Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT: Mendoza, Ackerman



Sean Lomen, Mayor

ATTEST:



Marguerite Bailey, City Clerk

City of Colfax City Council

Resolution No. __ - 2022

AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT TO LORANG BROTHERS CONSTRUCTION, INC. IN THE AMOUNT OF \$449,500 WITH A 15% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$516,925 FOR THE LIFT STATION 5 FORCE MAIN IMPROVEMENT PROJECT

WHEREAS, The City Council adopted Resolution 53-2021 authorizing bidding on October 27, 2021 with the project being advertised through the Auburn Journal, the City’s website, and CIPList.com website; and,

WHEREAS, The Request for Bids was released December 15,2021 with Bid Responses due January 11, 2022; and,

WHEREAS, on January 11, 2022, the City received two (2) bids where Lorang Brothers Construction, Inc. was determined to be the lowest responsible and responsive bidder in the amount of \$449,500; and,

WHEREAS, Staff is recommending Council authorize the City Manager to award a construction contract to Lorang Brothers Construction, Inc. based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to award a construction contract to Lorang Brothers Construction, Inc. in the amount of \$449,500 with a 15% contingency for a total amount not to exceed \$516,925 for construction of the Lift Station 5 Force Main Improvement Project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 9th of February 2022 by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **09th day of February, 2022** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Lorang Brothers Construction, Inc.** (“Contractor”).

RECITALS

A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Contractor shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Contractor shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Contractor should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Contractor's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Contractor does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Contractor for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- 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

Section 23. Execution.

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

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

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

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

CITY

CONTRACTOR

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

DO NOT DETACH

PROPOSAL



For: Construction of Lift Station 5 Force Main Improvements Project

For the City of Colfax, Placer County, California.

TO THE HONORABLE CITY COUNCIL
OF THE CITY OF COLFAX

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the City of Colfax, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the Public Works Department as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the City of Colfax, to-wit:

Contractor's Bid Proposal
Lift Station 5 Force Main Improvements Project

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 36,000.-	\$ 36,000.-
2	SHORING AND BRACING	LS	1	\$ 5,000.-	\$ 5,000.-
3	TRAFFIC CONTROL	LS	1	\$ 35,000.-	\$ 35,000.-
4	PAVEMENT REPLACEMENT	SF	375	\$ 100.00	\$ 37,500.00
5	MECHANICAL CLEANING	LS	1	\$ 20,000.-	\$ 20,000.-
6	PRESSURE TRANSMITTER	EA	1	\$ 25,000.-	\$ 25,000.-
7	PRESSURE GAUGES	EA	3	\$ 2,000.-	\$ 6,000.-
8	MISC. PIPE/FITTINGS	LS	1	\$ 65,000.-	\$ 65,000.-
9	COMBINATION AIR VALVES	EA	2	\$ 15,000.-	\$ 30,000.-
10	COMBINATION AIR VALVE VAULT	EA	1	\$ 16,000.-	\$ 16,000.-
11	ISOLATION VALVES	EA	6	\$ 4,000.-	\$ 24,000.-
12	INSPECTION VAULTS	EA	3	\$ 50,000.-	\$ 150,000.-

Total Bid: \$ 449,500.00

Four Hundred Forty-Nine Thousand Five Hundred & No/100 _____ Dollars

Written Total Bid Amount

The undersigned further agrees to deliver and to complete the work within **22 working days**, from the date of issuance, by the City, of instructions to proceed with the work, and within 10 working days of the date of the notice of award, to enter into and execute and provide to the City the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Colfax.

Prime Contractor LOZANG BROTHERS CONSTRUCTION, INC.

License # 771160 Expiration Date 11/30/2023

DIR Registration # 1000013354 Expiration Date 6/30/2023

Contractor's License number and expiration date are herein stated under penalty of perjury.

By: [Signature] Title: PRESIDENT

Dated this 11TH day of JANUARY, 20 22

(Corporate Seal)

Corporate Signature

[Signature]

Address: 1175 So. Auburn St. COLFAX, CA 95713

Phone No.: 530.346.8152

President's signature [Signature]

Secretary's signature [Signature]

Corporation organized under the laws of the State of CA

Partnership Name: LOZANG BROTHERS CONSTRUCTION, INC.

Address: 1175 So. Auburn St. COLFAX, CA 95713

copied

Names of ~~Co-Partners~~ ^{OFFICERS} and Addresses:

Michael Lozang - President COLFAX, CA
JOHN LOZANG - Secretary COLFAX, CA

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

CITY OF COLFAX
33 South Main Street
P.O. Box 702
Colfax, California 95713

BID BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

Lorang Brothers Construction Inc.
That we, as PRINCIPAL, and Travelers Casualty and Surety Company of America, a ~~(sole~~
~~proprietorship/corporation/partnership joint venture)~~ organized and existing under and by virtue of the laws of
the State of Connecticut and an admitted surety insurer authorized to do business in the State of
California, as SURETY, are held and firmly bound unto the City of Colfax, as OBLIGEE, in a penal sum equal
to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the
PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is
Ten Percent (10%) of the Total Amount of the Bid-- (\$ -10%--) lawful money of the
United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind
ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the PRINCIPAL has submitted the
accompanying proposal dated January 11, 2022 to the OBLIGEE, for the **Lift Station 5 Force
Main Improvements Project** (designated as the "Project") which proposal is hereby made a part hereof;

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period
following the opening of bids, and if the PRINCIPAL receives written notice that the Project is awarded to the
PRINCIPAL and shall, within ten (10) calendar days of receiving such notice: enter into a written contract with
the OBLIGEE in the form prescribed in the bid package issued by the OBLIGEE concerning the Project; and give
insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment
of such contract and guaranteeing payment for labor and materials used for performance of the contract as required
by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the
bid package issued by the OBLIGEE concerning the Project for the contract between the PRINCIPAL and the
OBLIGEE to become effective and for work to commence in accordance with the bid package issued by the
OBLIGEE concerning the Project, or, in the event of withdrawal of the accompanying proposal within the ninety
(90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the
OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required
in the bid package issued by the OBLIGEE for the Project, if the PRINCIPAL shall pay the OBLIGEE the
difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may
procure the required performance, if the latter amount be in excess of the former, together with all costs incurred
by the OBLIGEE in again attempting to let the Project, and if the said PRINCIPAL shall fully reimburse and save
harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter
into the written contract or to file the required performance or labor and material bonds, or to file any other
required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE
to become effective and the work to commence in accordance with the bid package issued by the OBLIGEE
concerning the Project, then this obligation shall be null and void; otherwise, it shall be and remain in full force
and effect.

SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the bid or contract documents for the Project, or to the specifications included in the same, or to the work to be performed thereunder, or to the notice to bidders, or to any other documents concerning the Project, shall in anywise affect SURETY's obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 4th day of January, 2022, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal)

PRINCIPAL Lorang Brothers Construction Inc.

By [Signature]

(Acknowledgement)

Title Michael Lorang, President

SURETY Travelers Casualty and Surety Company of America

(Corporate Seal)

By [Signature]

(Attorney-in-fact)

(Acknowledgement)

Title Edward D. Johnson, Attorney-in-Fact

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

ACKNOWLEDGMENT

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 Placer)

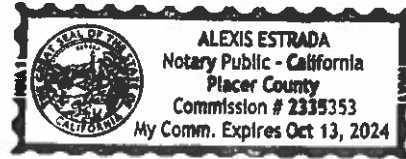
On January 4, 2022 before me, Alexis Estrada, Notary Public
(insert name and title of the officer)

personally appeared Edward D. Johnson
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 *Alexis E.* (Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Edward D. Johnson of ROSEVILLE, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April 2021



State of Connecticut

City of Hartford ss

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April 2021 before me personally appeared Robert L. Raney who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity or writing obligatory in the nature of a bond, recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers President any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of January, 2022



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that a license is required for performance of the **Lift Station 5 Force Main Improvements Project**.

The bidder holds the following California Contractors License(s):

- 1. License No. 771160, Class A, Expiration Date 11/30/2023
- 2. License No. _____, Class _____, Expiration Date _____
- 3. License No. _____, Class _____, Expiration Date _____
- 4. License No. _____, Class _____, Expiration Date _____
- 5. License No. _____, Class _____, Expiration Date _____
- 6. License No. _____, Class _____, Expiration Date _____
- 7. License No. _____, Class _____, Expiration Date _____
- 8. License No. _____, Class _____, Expiration Date _____
- 9. License No. _____, Class _____, Expiration Date _____
- 10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. 68-0434456

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the City in accordance with Section 4107 and following of the California Public Contract Code.

1. Subcontractor Name Fox Electrical, Inc.
 Business Location 334 Green Valley Rd. El Dorado Hills, CA
 Trade Electrical
 Subcontract Amount \$18,000.-
 Current Contractor's License No.(s) 624364
 Current DIR Registration No. 1000007491
2. Subcontractor Name Construction Area Sign
 Business Location Newcastle, CA
 Trade Traffic Control
 Subcontract Amount \$25,000.-
 Current Contractor's License No.(s) 442645
 Current DIR Registration No. 1000001337
3. Subcontractor Name _____
 Business Location _____
 Trade _____
 Subcontract Amount _____
 Current Contractor's License No.(s) _____
 Current DIR Registration No. _____
4. Subcontractor Name _____
 Business Location _____
 Trade _____
 Subcontract Amount _____
 Current Contractor's License No.(s) _____
 Current DIR Registration No. _____
5. Subcontractor Name _____
 Business Location _____

- Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
- 6. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
- 7. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
- 8. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
- 9. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
- 10. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
- 11. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
- 12. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid, the bidder certifies as follows:

I am aware of the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and I will comply with such provisions before commencing performance of the work of this Contract.

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the Principal of Logans Brothers Construction, Inc. the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1.11.22 [date], at Carroll [city], CA [state]."



Signature

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

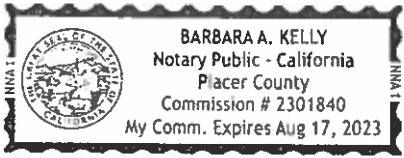
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Placer }
On June 11, 2022 before me, Barbara A Kelly
Date Here Insert Name and Title of the Officer
personally appeared Michael Loran
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature Barbara A Kelly
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Non-collusion affidavit
Document Date: 1-11-22 Number of Pages: _____
Signer(s) Other Than Named Above: none

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

CALIFORNIA DEPARTMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

**TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
DEPARTMENT AND SUSPENSION CERTIFICATION**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of partner, director, officer, manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has __, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is "Yes", explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the **Lift Station 5 Force Main Improvements Project** ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-Collusion Declaration, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Bidder's Questionnaire, if any, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the City of Colfax concerning Project and applicable law. By signing this proposal the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within **22 working days** from the date of issuance, by the City, of instructions to proceed with the Project, and within 10 working days of the date of notice of award, to enter into and execute and provide to the City the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Colfax.

Prime Contractor Looney Brothers Construction, Inc.

By: [Signature] Title: President

Dated this 11th day of January, 2022

(Corporate Seal)

Corporate signature [Signature]

Address: 1175 So. Auburn St. Colfax, CA 95713

Phone No.: 530.346.8150

President's signature [Signature]

Secretary's signature [Signature]

Corporation organized under the laws of the State of CA

Partnership Name: Looney Brothers Construction, Inc.

Address: 1175 So. Auburn St. Colfax, CA 95713

Names of ~~Co~~ Partners and Addresses:
Officers
Michael Looney, President Colfax, CA
John Looney, Secretary Colfax, CA

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

Date: 1.11.22

Michael Looney
(Typed or printed name)


(Signature)

Looney Brothers Construction, Inc.
(Bidder)

Bidder business address (street, city, state and zip code)

1175 So. Auburn St.
Cerritos, CA 95713

Bidder Business phone: (530) 346.8150

Bidder Business fax: (530) 346.6120

email: CAROL@loranbrothers.com

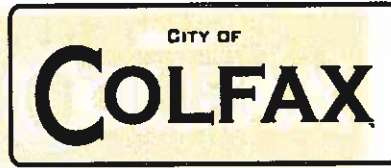


City of Colfax
Bid/Proposal for Lift Station 5 Force Main Improvements – Addendum 1
January 3, 2022

Due to Exigent Circumstances, the Opening/Due Date has been extended to
2:00 pm, January 11, 2022

[Handwritten signature]
Acknowledges, 1.3.22





City of Colfax
Bid/Proposal for Lift Station 5 Force Main Improvements – Addendum 2
January 6, 2022

Response to contractor questions

1. The Notice to Bidders includes the statement “The contractor shall possess a Class C-34 license at the time the contract is awarded.” Request that an A license be acceptable.

Response: Class A license is acceptable.

2. Please provide a scale for plan sheet E1.

Response: The scale is 1" = 10', see Lift Station 5 Sheet E1 Addendum 2.pdf with scale bar added.

3. Does the City of Colfax have a preferred controls/instrumentation integrator to supply the pressure transmitter and perform the SCADA programming?


Response: The City currently utilizes Aqua Sierra Controls, Inc., www.aquasierra.com for SCADA programming.

4. Please provide a specification or part number for the Rosemount pressure transmitter.

Response: See Lift Station 5 Pressure Transmitter - Addendum 2.pdf. Please note that this is for the purpose of the bid evaluation and pricing but is not for construction. The existing condition, type of installation, process data, and other technical information has to be verified by the contractor to verify final product.

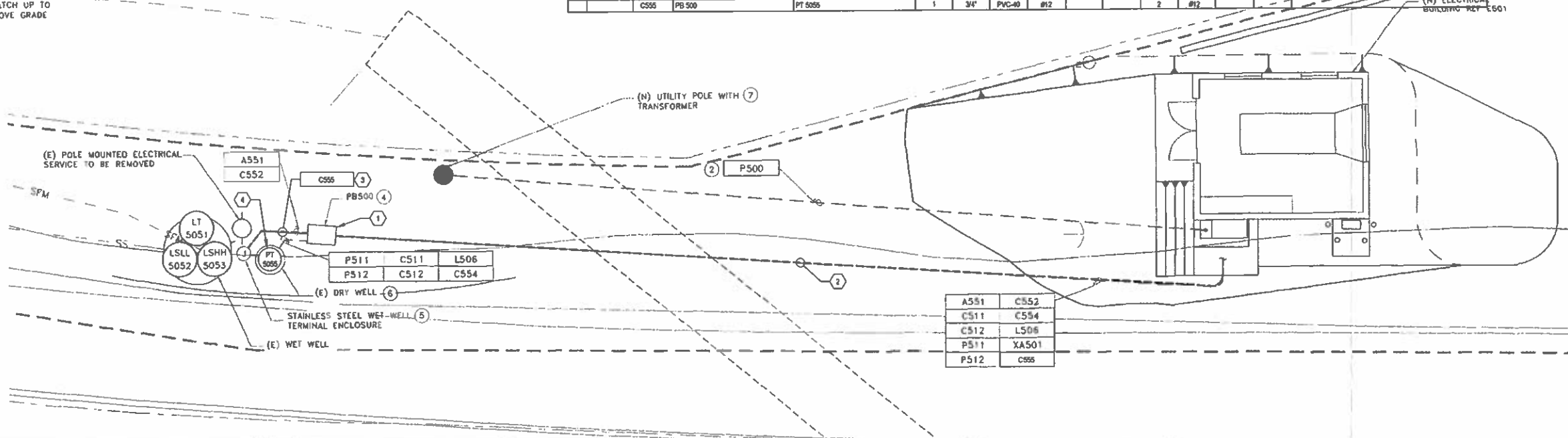
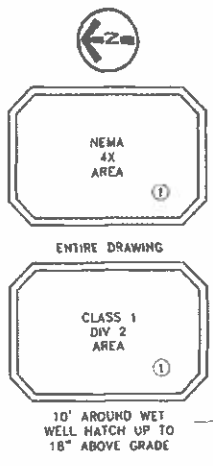
[Handwritten signature]
Renoldo 1.6.22



1	RESPONSIBLE ORGANIZATION			PRESSURE TRANSMITTER			6	SPECIFICATION IDENTIFICATIONS			
2					Device Specification			7	Document no	001	
3								8	Latest revision	Date 1/4/2022	
4								9	Issue status		
5								10			
11		TRANSMITTER BODY						60	PERFORMANCE CHARACTERISTICS		
12	Body/Flange type	single head				61	Max press at design temp	80psi	At	40°C	
13	Process conn nominal size	1/2inch	Rating	cl 150		62	Min working temperature	0 °C	Max	50°C	
14	Process conn termn type	thread	Style	NPT		63	Accuracy rating	.05%			
15	Vent/Drain location	NA				64	Pressure LRL	0 psi	URL	100 psi	
16	Mounting type	direct mount				65	Min ambient working temp	4 °C	Max	40 °C	
17	Body/Flange material	316 SST				66					
18	Vent/Drain material					67					
19	Bolting material					68					
20	Flange adapter material	316 SST				69					
21	Gasket/O ring material					70					
22	Mounting kit material					71					
23						72					
24						73					
25						74					
26	SENSING ELEMENT						75				
27	Detector type	piezoresistive sensor				76					
28	Min pressure span	Max 150 psi				77					
29	Diaphragm/Wetted material					78					
30	Fill fluid material					79					
31						80					
32						81					
33						82					
34	TRANSMITTER						83				
35	Output signal type	4-20mA				84	ACCESSORIES				
36	Enclosure type no/class	Nema 4X				85	Air set filter style				
37	Characteristic curve					86	Air set gauges				
38	Digital communication std	HART				87	Heating kit style				
39	Signal power source	Loop power				88	Remote indicator style				
40	Transient protection	TVSS				89	Manifold valve style				
41	Integral indicator style	LCD				90					
42	Signal termination type	integral junction box				91	SPECIAL REQUIREMENTS				
43	Cert/Approval type	UL/factory mutual				92	Custom tag				
44	Span-Zero adjust lct	local span & zero				93	Reference specification				
45	Failure/Diagnostic action	drive output low				94	Special preparation				
46	Enclosure material	316 SST				95	Compliance standard				
47						96	Software configuration				
48						97					
49						98					
50						99					
51						100	PHYSICAL DATA				
52						101	Estimated weight				
53						102	Overall height				
54						103	Removal clearance				
55						104	Signal conn nominal size	Style			
56						105	Mfr reference dwg				
57						106					
58						107					
59						108					
110	CALIBRATIONS AND TEST			INPUT			OUTPUT OR SCALE				
111	TAG NO/FUNCTIONAL IDENT	MEAS/SIGNAL/TEST	LRV	URV	ACTION	LRV	URV				
112	PIT-5055	Pressure-Analog output									
113		Pressure-Scale									
114		Pressure-Digital output									
115		Temp-Digital output									
116											
117											
118	COMPONENT IDENTIFICATIONS										
119	COMPONENT TYPE	MANUFACTURER	MODEL NUMBER								
120	PIT	Rosemount	3051								
121											
122											
123											
124											
125											
	Rev	Date	Revision Description	By	Appv1	Appv2	Appv3	REMARKS			

REV/SON	DESCRIPTION	BY	APP	CITY	DATE

REV	PLAN DWG	CONDUIT	FROM	TO	QTY	SIZE	TYPE	GROUND WIRE	POWER QTY	POWER SIZE	CONTROL QTY	CONTROL SIZE	SIGNAL QTY	SIGNAL SIZE	REMARKS
E500	A551	CONTROL PANEL	WET WELL VIA PB 500		1	1"	GRS-PVC	#12	-	-	-	-	1	#12/SPR	
E501	C502	GENERATOR	ATS		1	1"	PVC-40	#12	-	-	6	#14	-	-	MFG CABLE
E501	C503	GENERATOR	FILL ALARM PANEL		1	1"	PVC-40	#12	-	-	8	#14	-	-	MFG CABLE
E501	C504	GENERATOR	CONTROL PANEL		1	1"	PVC-40	#12	-	-	8	#14	-	-	MFG CABLE
E501	C505	GENERATOR	MOTORIZED LOUVER		1	1"	PVC-40	#12	2	#12	-	-	-	-	MFG CABLE
E500	C511	MCC	DRY WELL PMP 511 VIA PB 500		1	1"	PVC-40	#12	-	-	6	#14	-	-	
E500	C512	MCC	DRY WELL PMP 512 VIA PB500		1	1"	PVC-40	#12	-	-	6	#14	-	-	
E500	C502	CONTROL PANEL	WET WELL VIA PB 500		1	1"	PVC-40	#12	-	-	4	#14	-	-	FLOOD SWITCH, INSTALL PER A/E042
E501	C554	PB 500	ANTENNA		1	2"	GRS-PVC	-	-	-	-	-	1	COAX	
E501	C501	CONTROL PANEL	ANTENNA		1	1"	PVC-40	-	-	-	-	-	-	-	PULL ROPE
E500	L504	LIGHTING PANEL	EXHAUST FAN		1	1"	PVC-40	#12	2	#12	-	-	-	-	
E500	L505	LIGHTING PANEL	GENERATOR		1	1"	PVC-40	#12	4	#10	-	-	-	-	
E500	L506	LIGHTING PANEL	DRY WELL VIA PB 500		1	1"	PVC-40	#12	4	#10	-	-	-	-	DRY WELL LIGHTS/RECEPT
E500	L510	LIGHTING PANEL	ELH-5000		1	1"	PVC-40	#12	2	#10	-	-	-	-	
E501	L518	LIGHTING PANEL	FILL STATION		1	1"	PVC-40	#12	2	#12	-	-	-	-	
E500	P500	(N) UTILITY POLE	UTILITY METER		1	5"	PVC-40	-	-	-	-	-	-	-	PER UTILITY REQUIREMENTS/ENGINEERED DWGS
E501	P501	ATS	MCC		2	3"	PVC-40	#4	3	3/0	-	-	-	-	
E501	P502	GENERATOR	ATS		2	3"	PVC-40	#4	3	3/0	-	-	-	-	
E500	P511	MCC	DRY WELL PMP 511		1	2"	PVC-40	#4	3	1/0	-	-	-	-	
E500	P512	MCC	DRY WELL PMP 512		1	2"	PVC-40	#4	3	1/0	-	-	-	-	
E500	XA501	CONTROL PANEL	PB 500		1	1"	GRS-PVC	-	-	-	-	-	-	-	PULL ROPE
		C555	CONTROL PANEL	PB 500	EXISTING	EXISTING	PVC-40	#12	-	-	2	#12	-	-	
		C555	PB 500	PT 5055	EXISTING	EXISTING	PVC-40	#12	-	-	2	#12	-	-	



A551	C552
C511	C554
C512	L506
P511	XA501
P512	C555

- NOTES:**
- AREA CLASSIFICATION SHALL APPLY UNLESS SPECIFICALLY NOTED ON THE PLAN'S AND SPECIFICATIONS.
 - (N) UTILITY SECONDARY CONDUIT, CONTRACTOR TO INSTALL PER UTILITY ENGINEERED DRAWING.
 - (N) CONDUITS INSTALLED PER A/E41. INCLUDE AWG #2/0 BARE COPPER BOND WIRE FROM SYSTEM GROUND TO PUMP DRY WELL ENCLOSURE.
 - (N) 24"x30" PULL BOX, PB 500, INSTALL PER C/E41. NEW CONDUITS TO PENETRATE DRY WELL ABOVE GRADE USING CONDULETES. ALL CONDUITS IN IN DRY WELL TO BE GRS-PVC SIZED PER CONDUIT SCHEDULE AND MOUNTED ON STAINLESS STEEL UNISTRUT SECURED WITH STAINLESS STEEL HARDWARE. CONDUIT STUB UP PER D/E42.
 - 24"x24"x12"D MIN. INSTALL ISR'S & ISB PER P&ID IN SEPARATE NEMA 1 ENCLOSURE INSIDE SS JB. PROVIDE TERMINALS FOR MOTOR LEADS. MOUNT JB ON DOUBLE SIDED STAINLESS STEEL UNISTRUT MIN 18". PROVIDE GRS-PVC CONDUIT CHASES TO WET WELL ABOVE TOP OF WET WELL PROVIDE CONDUIT SEAL OFFS PER NEC.
 - CONNECT NEW CONDUITS TO (E) MOTOR AND LIGHTING DEVICES. USE FLEX FOR FINAL CONNECTIONS AS NECESSARY. DEMO (E) MOTOR CONTROLS AND DISTRIBUTION EQUIPMENT.
 - UTILITY POLE & TRANSFORMER INSTALLED BY UTILITY.

- SHEET KEYNOTES**
- PROVIDE INTRINSICALLY SAFE RELAY IN JUNCTION BOX FOR PRESSURE TRANSMITTER.
 - USE EXISTING SPARE CONDUIT XA501 AND ROUTE (2) #12 AND (1) #12 GND FROM CP-LS-5 TO JUNCTION BOX. FIELD VERIFY SPARE 1" CONDUIT XA501.
 - PROVIDE 3/4" AND ROUTE (2) #12 AND (1) #12 GND FROM PB500 THROUGH THE JUNCTION BOX TO DRY WELL PRESSURE TRANSMITTER.
 - PROVIDE LB FITTING FOR DRY WELL CONNECTION FROM JUNCTION BOX TO PRESSURE TRANSMITTER.

ELECTRICAL SITE PLAN
SCALE: 1" = 10'

No	Issue	Checked	Approved	Date

Author: JH, Designer: JH, Drafting Check: MM, Design Check: MM, Project Manager: CR, Project Director: LW



Bar is one inch on original size sheet
0 1"



GHD Inc.
943 Reserve Drive, Suite 100
Roseville California 95678 USA
T 916 782 8688



Client: **CITY OF COLFAX**
Project: **LIFT STATION 5 FORCE MAIN IMPROVEMENTS**

ELECTRICAL SITE PLAN

Project No: **11201706**
Date: **SEPTEMBER 2021**
Scale: **NTS**



Staff Report to City Council

FOR THE February 09, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Carl Moore, City Engineer
Subject: Shadow Wood Place Subdivision – Release of Maintenance Bond

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __ - 2022 authorizing the City Manager to release the Maintenance Bond for the Shadow Wood Place Subdivision Improvements

Summary/Background

On June 12, 2019, the City Council adopted Resolution 18-2019 approving the Planned Unit Development Permit and Design Review of the Shadow Wood Place Development Project located off of Kneeland Street between Depot Street and Grass Valley Street. The developer of the project has installed the improvements as per the Conditions of Approval, and on December 21, 2020 all improvements were deemed to be complete and installed per City standards.

On January 27, 2021, the City Council adopted Resolution No. 09-2021 approving the Notice of Completion. Per the City’s Municipal Code, Section 16.48.040 – Acceptance of the Work, the developer provided a Maintenance Bond in the amount of 10% of the installed improvements required for a one-year period following the Notice of Completion.

On December 21, 2021, the City Engineer, City Planner, and Public Works Director walked the project site and determined the portion of work within the City right-of-way is in acceptable condition and does not require any maintenance.

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to release the Maintenance Bond for the Shadow Wood Place Subdivision Improvements.

Fiscal Impacts

None.

Attachments:

1. Resolution 09-2021
2. Resolution __ - 2022

City of Colfax

City Council

Resolution № 09-2021

ACCEPTING THE SHADOW WOOD PLACE SUBDIVISION IMPROVEMENTS AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, On June 12, 2019 the City Council approved Resolution 18-2019 approving the Planned Unit Development Permit and Design Review of the Shadow Wood Place Development Project, which is located off of Kneeland Street between Grass Valley Street and Depot Street; and,

WHEREAS, the developer of the project has been installing the improvements as per the approved Conditions of Approval, and on December 21, 2020 all improvements were deemed to be complete and installed per City standards; and,

WHEREAS, the developer wishes to have a Notice of Completion filed; and,

WHEREAS, Section 16.48.040 of the Municipal Code requires that security for a one-year period in the amount of 10% of the improvements be provided at the time of Notice of Completion, which the developer has provided.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, hereby accepts the Shadow Wood Place Subdivision Improvements and authorizes the recording of the Notice of Completion.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th of January 2021 by the following vote of the Council:

AYES: Mendoza, Ackerman, Burruss, Fatula, Lomen

NOES:

ABSTAIN:

ABSENT:



Sean Lomen, Mayor

ATTEST:



Amy Lind, Interim City Clerk

City of Colfax

City Council

Resolution No. __-2022

RELEASE THE SHADOW WOOD PLACE SUBDIVISION IMPROVEMENTS MAINTENANCE BOND

WHEREAS, On June 12, 2019 the City Council approved Resolution 18-2019 approving the Planned Unit Development Permit and Design Review of the Shadow Wood Place Development Project, which is located off of Kneeland Street between Grass Valley Street and Depot Street; and,

WHEREAS, the developer of the project has installed the improvements as per the approved Conditions of Approval, and on December 21, 2020 all improvements were deemed to be complete and installed per City standards; and,

WHEREAS, On January 27, 2021 the City Council approved Resolution 09-2021 accepting the Shadow Wood Place Subdivision Improvements as Complete and authorized the recording of the Notice of Completion; and,

WHEREAS, Section 16.48.040 of the Municipal Code requires that security for a one-year period in the amount of 10% of the improvements be provided at the time of Notice of Completion, which the developer has provided.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, hereby accepts the Shadow Wood Place Subdivision Improvements in acceptable condition and authorizes the release of the maintenance bond.

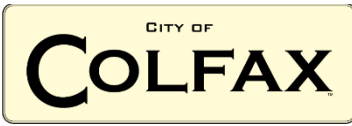
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 9th of February 2022 by the following vote of the Council:

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

ATTEST:

Marguerite Bailey, City Clerk

Trinity Burruss, Mayor



Staff Report to City Council

FOR THE FEBRUARY 9, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Marguerite Bailey, City Clerk
Subject: Council Policy Ad hoc Committee

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Appoint Mayor Burruss and Councilmember Fatula to the Council Policy Ad hoc Committee.

Summary/Background

During the City Council Meeting of January 26, 2022, the formation of a Council Policy Ad hoc Committee was proposed, and to include members of the Council, Mayor Burruss and Councilmember Fatula.

The Council Policy Ad hoc Committee is necessary to formulate a process to ensure that councilmembers protocols are established in an effort to enhance the overall engagement methodology for council and the community alike.

Staff is requesting Council appoint Mayor Burruss and Councilmember Fatula to the Council Policy Ad hoc Committee with the goal of streamlining the overall engagement process.

Fiscal Impact:

N/A

Attachments:

1. N/A



Staff Report to City Council

FOR THE FEBRUARY 9, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred “Mick” Cabral, City Attorney
Subject: Adult Use Cannabis

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss whether to expand the scope of permissible cannabis licenses to include and authorize adult use cannabis retail sales in Colfax and provide direction to staff.

Summary/Background

The policy issue before the Council is whether the Council is willing to expand the scope of permissible cannabis licenses to include and authorize adult use cannabis retail sales within the City. This matter was placed on the agenda at the direction of Council given at the January 26, 2022 meeting.

Ordinance 542 adopted July 8, 2020 and codified in Colfax Municipal Code Chapter 5.32 is the primary cannabis regulatory scheme in Colfax. Ordinance 542 conditionally allows commercial cannabis cultivation, distribution, manufacturing, microbusiness and testing licenses to be issued within Retail Commercial (C-R), Highway Commercial (C-H), Light Industrial (I-L) and Heavy Industrial (I-H) zones within Colfax. Commercial retail cannabis licenses are limited to one medicinal retail establishment. At Council direction, that license was issued to Golden State Patient Care, LLC.

Ordinance 542 was premised upon the following direction unanimously issued from Council to staff on February 13, 2019: “(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.”

The direction from Council was incorporated into Resolution 31-2019 on July 24, 2019 as follows: “The City Manager is authorized to issue one Commercial Cannabis Retail Type-M license to Golden State Patient Care on the following conditions: (1) the license issued shall be valid for 1-year from the date of issuance; (2) the City Council reserves the right to renew or decline to renew the license at any time; (3) the licensee shall at all times comply with Colfax Municipal Code Chapter 5.32, Colfax Resolution 12-2018, and all applicable state and local laws, rules, regulations and ordinances that pertain to commercial cannabis activities, and all conditions imposed on the issued license; and (4) the permittee shall pay all required fees prior to issuance of the license authorized by this Resolution.”

At the time, 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 declined to do so. Since that time, Golden State Patient Care has asked to expand the scope of its business license to include adult use cannabis sales. Staff does not have authority to issue an adult use cannabis license without further specific action by the City Council.

Cannabis is still a Schedule 1 controlled substance and is illegal under federal law even though it is legal under California law. The federal Rohrbacher-Farr amendment, which remains effective, prohibits the federal government from spending federal money to interfere with the implementation of state medical cannabis laws. It is unclear whether and, if so, how federal law will be enforced against local cannabis establishments, if at all.

Fiscal Impacts

Adult use cannabis sales are anticipated to generate an unspecified amount of sales tax.

Council policy is that the cost of administering the cannabis permit application process and the cost of annual cannabis business regulation shall be paid by the applicants and licensees and shall not be a financial burden to the City.