

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Trinity Burruss · Mayor Pro Tem Kim Douglass  
Councilmembers · David Ackerman · Sean Lomen

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## SPECIAL MEETING AGENDA

**June 8, 2023**

**Closed Session 6:00 PM**

**Regular Session to Follow**

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

ZOOM at

<https://us02web.zoom.us/j/82508873354>

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

**825 0887 3354**

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

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

### **1 CLOSED SESSION**

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

**1B. Roll Call**

**1C. Public Comment**

**1D. Public Employment Pursuant to Government Code Section 54957. Position to be Filled: City Manager.**

### **2 OPEN SESSION**

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

**2B. Report from Closed Session**

**2C. Pledge of Allegiance**

**2D. Roll Call**

**2E. Approval of Agenda Order**

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

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



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

**June 8, 2023**

### 3 CONSENT CALENDAR

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

**Recommended Action:** Approve Consent Calendar

- 3A. Cash summary – April 2023** (Pages 5-12)  
**Recommendation:** Accept and File.
- 3B. Minutes** (Pages 13-15)  
**Recommendation:** By Motion, approve the Colfax City Council minutes of 5/10/2023
- 3C. Minutes** (Page 16)  
**Recommendation:** By Motion, approve the Colfax City Council minutes of 5/17/2023
- 3D. Lift Station #2 Pump Motor Rebuild – Flo-Line Technology Inc.** (Pages 17-33)  
**Recommendation:** Approve Resolution \_\_-2023 authorizing the City Manager to enter into agreement with Flo-Line Technology Inc. to rebuild Lift Station #2 pump in the amount not to exceed \$11,376.
- 3E. Fiscal Year 2023-2024 Rate Adjustments** (Pages 34-37)  
**Recommendation:** Information Only.
- 3F. Placer County Sheriff Contract – 3-Year Agreement** (Pages 38-44)  
**Recommendation:** Adopt Resolution \_\_-2023 authorizing the City Manager to enter into a three-year agreement with the Placer County Sheriff-Coroner-Marshall's Office beginning Fiscal Year 2023/2024.
- 3G. Construction Support Contract Amendment – Wood Rodgers** (Pages 45-48)  
**Recommendation:** Adopt Resolution \_\_-2023 authorizing the City Manager to amend the existing contract value with Wood Rodgers for Construction Management and Support for the SWRCB Construction Grant projects in the amount of \$35,600.
- 3H. City-Engineering Consultant Services – GHD Budget Amendment** (Pages 49-68)  
**Recommendation:** Adopt Resolution \_\_-2023 authorizing the City Manager to amend the GHD budget in the amount of \$60,000 to fund additional time requested for the remaining term of the 2-year extension.
- 3I. Community Development Block Grant – Road Rehabilitation Projects Engineering Design with GHD Inc.** (Pages 69-71)  
**Recommendation:** Adopt Resolution \_\_-2023 approving a budget amendment for GHD to provide Engineering design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$65,550.
- 3J. CDBG Grant Agreement – Road Improvement Project** (Pages 72-75)  
**Recommendation:** Approve Resolution \_\_-2023 authorizing the City Manager to approve an application for funding and the execution of a grant agreement and any amendment thereto from the 2021-2022 funding year of the State CDBG Program.

\*\*\* End of Consent Calendar \*\*\*

### 4 AGENCY REPORTS (If Applicable)



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**June 8, 2023**

- 4A. Placer County Sheriff's Office
- 4B. California Highway Patrol
- 4C. Placer County Fire Department/CALFIRE
- 4D. Non-Profits

5 **PRESENTATION (No Presentation)**

6 **PUBLIC HEARING (No Public Hearing)**

7 **PUBLIC COMMENT**

*Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.*

8 **COUNCIL AND STAFF (If Applicable)**

*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. **Authorization to award – Algae Reduction Project and I&I Mitigation Project.** (Pages 76-80)  
**Recommendation:** Adopt Resolution \_\_-2023 authorizing the city Manager to execute agreements for the following projects, subject to early termination if the State Water Resources Control Board (SWRCB) does not adequately increase the grant funds for these projects:
  - 1. The Algae Reduction Project to W.M Lyles Company for a construction cost of \$3,964,224.
  - 2. The I&I Mitigation Project to McGuire and Hester for a construction cost of \$4,225,633.
- 9B. **Discussion, Consideration and Possible Action to Adopt a Resolution Approving an Agreement with MNJ Advisors, Inc, and appointing Michael J. Luken as Interim City Manager effective June 28, 2023.** (Pages 81-90)  
**Recommendation:** Discuss, consider and adopt Resolution \_\_-2023 approving an agreement with MNJ Advisors, Inc. and appointing Michael Luken as Interim City Manager effective June 28, 2023.



**9C. Appoint an Ad Hoc Committee to Oversee and Monitor Recruitment of a City Manager.**

**Recommendation:** Discuss and appoint an Ad Hoc Committee to oversee and monitor the recruitment of a City Manager.

**10 GOOD OF THE ORDER (If Applicable)**

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

**11 ADJOURNMENT**

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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*

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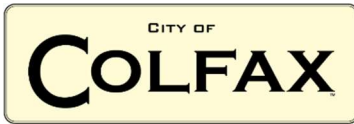
Marguerite Bailey, City Clerk

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







# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary – April 2023

*Budget Impact Overview:*

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

### Summary/Background

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in April 2023. Some monthly highlights are listed below:

- April revenues included:
  - Allocation for Sales Tax revenues reported/paid to the State for the month of February 2023 (two-month lag).
- April expenditures included:
  - Approved capital project expenditures – expenditures on WWTP Construction Grant, purchase of Skid Steer and attachments, purchase of message boards.
- Negative cash fund balances at the end of April are due to the timing of funding allocations and reimbursements:
  - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. All allocations will be funded by the end of the fiscal year.
  - Fund 300 – Capital Projects. This is the new project for the installation of a metal storage building at the City Corporation Yard. The project is slated to be paid for by Mitigation Fund 214 – City Buildings. Funds are to be transferred at project completion.
  - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – the final funding of the grant is still pending. CDBG has approved the start date of expenditures. Any unfunded expenditures would require allocation from the General Fund.
  - Fund 367 – SB2 Planning Grant – this is a reimbursable grant. The next reimbursement request is delayed to May based on project activity and inputs from project manager.

- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests are expected to be submitted on a quarterly basis. The balance of funding (11%) will be a City General Fund match.
- Fund 378 – Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests are expected to be submitted on a quarterly basis. The next reimbursement request is pending project activity and inputs from project manager.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly. Reimbursement request (#5) was submitted in March and is pending final approval/payment.
- Fund 577 – Capital Projects. This is the new project for the installation of a metal storage building at the Waste Water Treatment Plant. The project is slated to be paid by Fund 564 – Sewer Connection Fees. Funds to be transferred at project completion.
- Anticipated revenues/expenditures for May include:
  - Revenues
    - Allocation for Sales Tax revenues reported/paid to the State for the month of March 2023 (two-month lag).
    - Second allocation (40%) of annual property tax revenues and direct charges to be received from County.
  - Expenditures
    - Approved capital project expenditures.

**Attachments:**

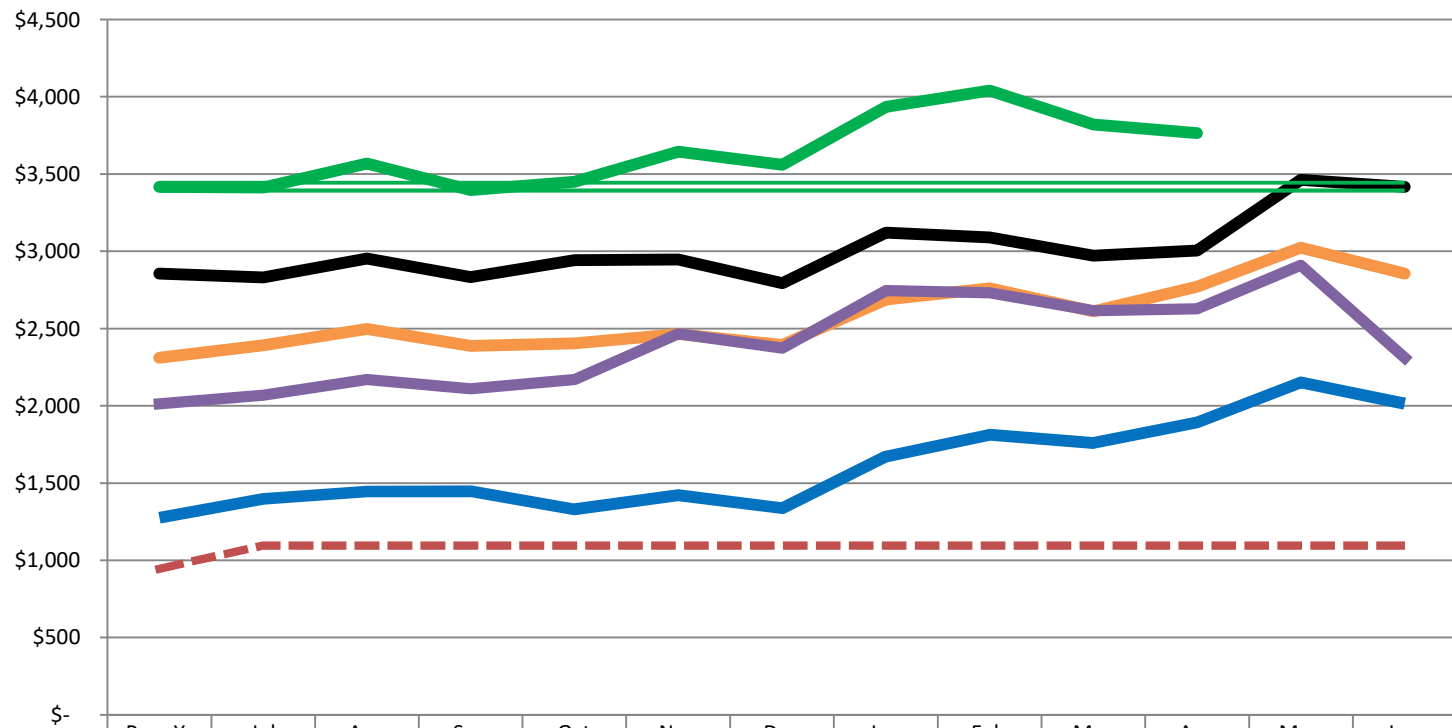
1. General Fund Reserved Cash Analysis Graph
2. Cash Activity Reports
  - a. Cash Summary
  - b. Cash Transactions Report – by individual fund
  - c. Check Register Report - Accounts Payable

## City of Colfax - April 2023

### General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2022-23 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451	\$3,644	\$3,560	\$3,935	\$4,039	\$3,819	\$3,765		
Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
*Reserves (Ops, Cap, Pen)	\$945	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095
Budget FY2022-23	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418

**City of Colfax  
Cash Summary  
April 30, 2023**

	<b>Balance 03/31/2023</b>	<b>Revenues In*</b>	<b>Expenses Out*</b>	<b>Transfers</b>	<b>Balance 04/30/2023</b>
US Bank	\$ 139,203.03	\$ 390,430.10	\$ (579,808.39)	\$ 175,000.00	\$ 124,824.74
LAIF	\$ 8,716,719.90	\$ 55,906.24	\$ -	\$ (175,000.00)	\$ 8,597,626.14
Total Cash - General Ledger	<u>\$ 8,855,922.93</u>	<u>\$ 446,336.34</u>	<u>\$ (579,808.39)</u>	<u>\$ -</u>	<u>\$ 8,722,450.88</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,856,222.93</u>	<u>\$ 446,336.34</u>	<u>\$ (579,808.39)</u>	<u>\$ -</u>	<u>\$ 8,722,750.88</u>

**Change in Cash Account Balance - Total** \$ (133,472.05)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (485,008.13)
Cash Receipts	\$ 234,687.06
Payroll Checks and Tax Deposits	\$ (80,282.85)
Utility Billings - Receipts	\$ 141,150.63
LAIF Interest	\$ 55,906.24
Voided Checks/Reissues	\$ 75.00
	<u><u>\$ (133,472.05)</u></u>

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\*Does not include transfers between funds

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

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

# City of Colfax

## Cash Transactions Report - April 2023

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 3,627,908.75	\$ 213,282.50	\$ (266,561.74)	\$ 3,574,629.51
Fund: 120 - Land Development Fees	\$ 183,141.33	\$ 3,923.01	\$ (3,995.61)	\$ 183,068.73
Fund: 200 - Cannabis Application	\$ 7,424.99	\$ -	\$ -	\$ 7,424.99
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 3,818,475.07</b>	<b>\$ 217,205.51</b>	<b>\$ (270,557.35)</b>	<b>\$ 3,765,123.23</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 205 - Escrow Funds	\$ 39,737.00	\$ -	\$ -	\$ 39,737.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 792,096.33	\$ 32,142.78	\$ (7,549.01)	\$ 816,690.10
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 855,150.59</b>	<b>\$ 32,142.78</b>	<b>\$ (7,549.01)</b>	<b>\$ 879,744.36</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 202 - ARPA American Rescue Plan Act	\$ -	\$ -	\$ -	\$ -
Fund: 210 - Mitigation Fees - Roads	\$ 142,711.22	\$ 915.86	\$ -	\$ 143,627.08
Fund: 211 - Mitigation Fees - Drainage	\$ 5,454.54	\$ 35.01	\$ -	\$ 5,489.55
Fund: 212 - Mitigation Fees - Trails	\$ 75,774.56	\$ 486.29	\$ -	\$ 76,260.85
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 194,055.66	\$ 1,245.37	\$ -	\$ 195,301.03
Fund: 214 - Mitigation Fees - City Bldgs	\$ 102,364.44	\$ 656.93	\$ -	\$ 103,021.37
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,356.21	\$ 143.48	\$ -	\$ 22,499.69
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,765.30	\$ 280.87	\$ -	\$ 44,046.17
Fund: 218 - Support Law Enforcement	\$ 5,209.23	\$ -	\$ -	\$ 5,209.23
Fund: 244 - CDBG Program Inc - ME Lending	\$ 2,000.00	\$ 508.56	\$ -	\$ 2,508.56
Fund: 250 - Streets - Roads/Transportation	\$ (96,558.53)	\$ 3,816.27	\$ (57,540.21)	\$ (150,282.47)
Fund: 253 - Gas Taxes	\$ 60,770.50	\$ 3,941.26	\$ (1,371.34)	\$ 63,340.42
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 197,219.65	\$ 5,096.89	\$ -	\$ 202,316.54
Fund: 270 - Beverage Container Recycling	\$ 19,315.03	\$ 123.96	\$ -	\$ 19,438.99
Fund: 280 - Oil Recycling	\$ 3,808.49	\$ 24.45	\$ -	\$ 3,832.94
Fund: 290 - SB1383 Implementation Grant	\$ 20,400.65	\$ 130.93	\$ -	\$ 20,531.58
Fund: 292 - Fire Department Capital Funds	\$ 94,312.37	\$ 605.26	\$ -	\$ 94,917.63
Fund: 342 - Fire Construction - Mitigation	\$ 76,923.55	\$ 493.67	\$ -	\$ 77,417.22
Fund: 343 - Recreation Construction	\$ 76,924.03	\$ 493.67	\$ -	\$ 77,417.70
Fund: 367 - SB2 - Planning Grant	\$ (36,564.18)	\$ -	\$ (8,198.45)	\$ (44,762.63)
Fund: 376 - Downtown Streetscape	\$ (7,778.01)	\$ -	\$ (14,752.51)	\$ (22,530.52)
Fund: 378 - Zoning Code Update	\$ (36.05)	\$ -	\$ (1,448.17)	\$ (1,484.22)
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 1,002,428.66</b>	<b>\$ 18,998.73</b>	<b>\$ (83,310.68)</b>	<b>\$ 938,116.71</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - GF Capital Projects	\$ (3,744.25)	\$ -	\$ (2,425.00)	\$ (6,169.25)
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (96,365.59)</b>	<b>\$ -</b>	<b>\$ (2,425.00)</b>	<b>\$ (98,790.59)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,761,885.19	\$ 121,314.31	\$ (145,055.76)	\$ 1,738,143.74
Fund: 561 - Sewer Liftstations	\$ 705,514.42	\$ 17,827.74	\$ (23,464.84)	\$ 699,877.32
Fund: 563 - Wastewater Treatment Plant	\$ 946,913.39	\$ 38,485.73	\$ -	\$ 985,399.12
Fund: 564 - Sewer Connections	\$ 321,774.88	\$ -	\$ -	\$ 321,774.88
Fund: 575 - WWTP Construction Grant	\$ (461,442.63)	\$ -	\$ (46,065.75)	\$ (507,508.38)
Fund: 577 - Capital Projects	\$ (1,811.25)	\$ -	\$ (1,380.00)	\$ (3,191.25)
Fund: 585 - LS #5 Force Main Repairs	\$ -	\$ -	\$ -	\$ -
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 3,272,834.00</b>	<b>\$ 177,627.78</b>	<b>\$ (215,966.35)</b>	<b>\$ 3,234,495.43</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 3,400.20	\$ 361.54	\$ -	\$ 3,761.74
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 3,400.20</b>	<b>\$ 361.54</b>	<b>\$ -</b>	<b>\$ 3,761.74</b>
<b>Grand Totals:</b>	<b>\$ 8,855,922.93</b>	<b>\$ 446,336.34</b>	<b>\$ (579,808.39)</b>	<b>\$ 8,722,450.88</b>

# Check Register Report

Item 3A

Checks Processed April 2023

Date: 05/03/2023

Time: 9:36 am

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
59258	04/04/23	Printed			03141	CALPERS	HEALTH PREMIUMS APR 2023	15,375.55
59259	04/10/23	Printed			01500	ANDERSON'S SIERRA	WWTP DISCHARGE VALVE	40.31
59260	04/10/23	Printed			01766	AT&T MOBILITY	CITY CELL PHONES	825.39
59261	04/10/23	Printed			2819	BIG BRAND TIRE & SERVICE	PW VEHICLE RPR	565.11
59262	04/10/23	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS FEB 2023	5,040.00
59263	04/10/23	Printed			02901	BUREAU VERITAS NORTH AMERICA	PLAN CHECK - SCHOLTZ POOL	247.50
59264	04/10/23	Printed			3469	CIVIC PLUS	MUNICODE UPDATE	559.87
59265	04/10/23	Printed			3468	CIVICWELL	DOWNTOWN STREETSCAPE MAR 2023	13,527.14
59266	04/10/23	Printed			3476	CLARK EQUIPMENT COMPANY	SKID STEER ATTACHMENTS	114,415.67
59267	04/10/23	Printed			3475	CLARK PEST CONTROL	PEST CONTROL SVCS MAR 2023	508.00
59268	04/10/23	Printed			3494	COLANTUONO, HIGHSMITH &	LEGAL MATTER	420.00
59269	04/10/23	Printed			03558	COLFAX SMOG & AUTO REPAIR	PW VEHICLE RPR	180.73
59270	04/10/23	Printed			03562	COMMERCIAL PUMP SERVICE, INC	WWTP PUMP RPR	2,442.18
59271	04/10/23	Printed			4187	DAWSON OIL COMPANY	LS/WWTP GEN FUEL	910.58
59272	04/10/23	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE APR 2023	444.96
59273	04/10/23	Printed			04260	DEPARTMENT OF WATER RESOURCES	ANNUAL DAM FEE FY 23/24	20,177.00
59274	04/10/23	Printed			04532	DIVISION OF STATE ARCHITECT	SB1186 FEES Q3 FY 22/23	8.80
59275	04/10/23	Printed			4591	DUSTY WEBS	CITY HALL & DEPOT CLEANING	225.00
59276	04/10/23	Printed			06424(2)	FLO-LINE TECHNOLOGY, INC	WWTP REPLACEMENT PUMP	8,619.68
59277	04/10/23	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	267.78
59278	04/10/23	Printed			7223	GEOCON CONSULTANTS INC.	SLOPE ASSESSMENT W OAK ST	1,000.00
59279	04/10/23	Printed			07570	GRAINGER	WWTP SUPPLIES	118.70
59280	04/10/23	Printed			07570	GRAINGER	WWTP SUPPLIES	11.13
59281	04/10/23	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	14,671.35
59282	04/10/23	Printed			08170	HILLS FLAT LUMBER CO	SUPPLIES	531.86
59283	04/10/23	Printed			08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT Q3 FY 22/23	607.25
59284	04/10/23	Printed			08501	HOME DEPOT CREDIT SERVICES	STMT 3/21/23	136.86
59285	04/10/23	Printed			08660	HUNT AND SONS, INC.	FUEL	1,077.26
59286	04/10/23	Printed			09540	INTERSTATE SALES	ROAD SIGNS	9.12
59287	04/10/23	Printed			18400	NAPA AUTO PARTS	SUPPLIES	19.94
59288	04/10/23	Printed			14356	NORTHERN CALIFORNIA GLOVE	WWTP HARD HATS	87.00
59289	04/10/23	Printed			20092	PAMELA BIERY-WINKS	MAR 2023 PUBLIC OUTREACH CONS	600.00
59290	04/10/23	Printed			16300	PCWA -PLACER COUNTY	WATER	999.08
59291	04/10/23	Printed			16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS MAR 2023	10,332.24
59292	04/10/23	Printed			03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q4	6,323.00
59293	04/10/23	Printed			16821	PSOMAS	WWTP CONST GRANT FEB 2023	8,235.00
59294	04/10/23	Printed			19037	SAFE SIDE SECURITY	CORP YARD SECURITY APR 2023	155.00
59295	04/10/23	Printed			19037	SAFE SIDE SECURITY	WWTP SECURITY APR 2023	95.00
59296	04/10/23	Printed			19065	SCI CONSULTING GROUP	ORDINANCE REVIEW	2,346.91
59297	04/10/23	Printed			19070	SCORE - SMALL CITIES ORGANIZED	WC Q4 22/23	17,677.20
59298	04/10/23	Printed			19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q3 FY 22/23	75.00
59299	04/10/23	Printed			19575	SHANNA STAHL	SCORE MEETING MILEAGE REIMB	179.47
59300	04/10/23	Printed			19743	WILLIAM STOCKWIN	APR 2023 COLFAX CONN EDITING	300.00
59301	04/10/23	Printed			21452	EMMANUEL URSU	PLANNING SVCS FEB 2023	8,689.02
59302	04/10/23	Printed			21560	US BANK CORPORATE PMT SYSTEM	STMT 3/22/23	4,277.23

# Check Register Report

Item 3A

Checks Processed April 2023

Date: 05/03/2023

Time: 9:36 am

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
59303	04/10/23	Printed			21500	USA BLUE BOOK, INC	WWTP LAB SUPPLIES	507.99
59304	04/10/23	Printed			22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS MAR 2023	7,813.75
59305	04/10/23	Printed			22134	VISION QUEST	TECH SUPPORT SVCS FEB 2023	3,800.00
59306	04/10/23	Printed			22134	VISION QUEST	TECH SUPPORT MAR 2023	3,800.00
59307	04/10/23	Printed			22134	VISION QUEST	APR 2023 TECH SUPPORT	3,800.00
59308	04/10/23	Printed			22134	VISION QUEST	TECH SUPPORT SVCS	3,800.00
59309	04/10/23	Printed			22134	VISION QUEST	TECH SUPPORT SUPPLIES DEC 2022	861.98
59310	04/10/23	Printed			22135	VISTA COMPLETE CARE	NEW HIRE PHYSICAL	170.00
59311	04/10/23	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	113.52
59312	04/10/23	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	175.78
59313	04/10/23	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
59314	04/10/23	Printed			23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	19.07
59315	04/10/23	Printed			18883	WAXIE SANITARY SUPPLY	WW SUPPLIES	89.26
59316	04/10/23	Printed			23301	WESTERN PLACER WASTE	SLUDGE REMOVAL MAR 2023	1,974.16
59317	04/10/23	Printed			23451	WOOD RODGERS	SSMP UPDATE FEB 2023	367.50
59318	04/10/23	Printed			23451	WOOD RODGERS	WWTP CONST GRANT FEB 2023	25,196.75
59319	04/21/23	Printed			011200	24 SEVEN FIRE PROTECTION	ANNUAL FIRE EXT SVCS	723.66
59320	04/21/23	Printed			01414	ALHAMBRA & SIERRA SPRINGS	WATER	143.38
59321	04/21/23	Printed			01448	AMERIGAS - COLFAX	CITY HALL PROPANE	3,035.89
59322	04/21/23	Printed			01448	AMERIGAS - COLFAX	FIRE STATION PROPANE	485.75
59323	04/21/23	Printed			01448	AMERIGAS - COLFAX	SHERIFF STATION PROPANE	1,600.88
59324	04/21/23	Printed			2819	BIG BRAND TIRE & SERVICE	CHAINS	2,418.16
59325	04/21/23	Printed			02901	BUREAU VERITAS NORTH AMERICA	PLAN REVIEW	70.00
59326	04/21/23	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL MAR 2023	6,570.00
59327	04/21/23	Printed			03121	CALIFORNIA BUILDING	GREEN FEES Q3 FY 22/23	36.90
59328	04/21/23	Printed			3207	CENTRAL VALLEY STEEL	CORP YARD METAL BLDG PLANS	3,805.00
59329	04/21/23	Printed			03401	CHOICE BUILDER	PREMIUMS	962.97
59330	04/21/23	Printed			3425	CINTAS	UNIFORM SVC MAR 2023	316.67
59331	04/21/23	Printed			3475	CLARK PEST CONTROL	PEST CONTROL	508.00
59332	04/21/23	Printed			03482	CLEAR PATH LAND EVOLVEMENT,	WWTP CONST GRANT I&I WORK	1,637.50
59333	04/21/23	Printed			04592	DACOMM	WWTP INTERNET	103.45
59334	04/21/23	Printed			4591	DUSTY WEBS	CITY HALL/DEPOT CLEANING	225.00
59335	04/21/23	Printed			05120	EDWARDS HEATING & COOLING	HVAC SVC DEPOT	99.00
59336	04/21/23	Printed			14859	GHD INC.	ENG SVCS FEB 2023	8,783.00
59337	04/21/23	Printed			14859	GHD INC.	ENG SVCS MAR 2023	19,255.30
59338	04/21/23	Printed			07460	GOLD MOUNTAIN CALIFORNIA	PWWS JOB POSTING	187.20
59339	04/21/23	Printed			07460	GOLD MOUNTAIN CALIFORNIA	MWI JOB POSTING	354.00
59340	04/21/23	Printed			07570	GRAINGER	WWTP SUPPLIES	231.32
59341	04/21/23	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	2,920.60
59342	04/21/23	Printed			08660	HUNT AND SONS, INC.	FUEL	720.74
59343	04/21/23	Printed			08503	JANA HOOK	EASTER EGG HUNT DEPOSIT REF	100.00
59344	04/21/23	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS MAR 2023	241.00
59345	04/21/23	Printed			16300	PCWA -PLACER COUNTY	WATER	997.43
59346	04/21/23	Printed			16035	PG&E	ELECTRICITY	19,043.15
59347	04/21/23	Printed			16165	PLACER COUNTY ENVIRONMENTAL	WWTP HAZMAT FY 23/24	1,270.00
59348	04/21/23	Printed			16052	PLACEWORKS	GEN PLAN/HOUSING ELEM MAR 23	5,747.70
59349	04/21/23	Printed			16821	PSOMAS	WWTP SOLAR CONST INSP MAR 2023	1,140.00
59350	04/21/23	Printed			16040	PURCHASE POWER	POSTAGE REFILL	503.50

# Check Register Report

Item 3A

Checks Processed April 2023

Date: 05/03/2023

Time: 9:36 am

Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>								
59351	04/21/23	Printed			01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	216.92
59352	04/21/23	Printed			21452	EMMANUEL URSU	PLANNING SVCS MAR 2023	9,208.86
59353	04/21/23	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	156.96
59354	04/21/23	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	436.73
59355	04/21/23	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	208.71
59356	04/21/23	Printed			23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	34.91
59357	04/21/23	Printed			23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	64.67
59358	04/21/23	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	64.99
59359	04/21/23	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	294.59
59360	04/21/23	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	62.90
59361	04/21/23	Printed			23451	WOOD RODGERS	SSMP UPDATE MAR 2023	700.00
59362	04/21/23	Printed			23451	WOOD RODGERS	INSTRUMENTATION SURVEY MAR 202	1,840.00
59363	04/21/23	Printed			23451	WOOD RODGERS	WWTP CONST GRANT MAR 2023	9,856.50
59364	04/26/23	Printed			1161	49ER WATER SERVICES	WWTP LAB TESTING FEB 2023	2,059.00
59365	04/26/23	Printed			01448	AMERIGAS - COLFAX	DEPOT PROPANE	668.55
59366	04/26/23	Printed			01500	ANDERSON'S SIERRA	BALLPARK IRRIGATION	546.12
59367	04/26/23	Printed			30032	AUBURN ELECTRIC	ROY TOMS LIGHTING RETROFIT	2,870.00
59368	04/26/23	Printed			2851	BRENNTAG PACIFIC INC.	WWTP CHEMICALS	4,653.74
59369	04/26/23	Printed			3469	CIVIC PLUS	MUNICODE SUPPORT	225.00
59370	04/26/23	Printed			06278	FRONTIER COMMUNICATIONS	WWTP PHONE	258.06
59371	04/26/23	Printed			07570	GRAINGER	WWTP TOOLS	62.36
59372	04/26/23	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	8,826.73
59373	04/26/23	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING MAR 2023	1,742.00
59374	04/26/23	Printed			19743	WILLIAM STOCKWIN	COLFAX CONN EDITING MAY 2023	300.00
59375	04/26/23	Printed			20054	TARGET SPECIALTY PRODUCTS	GRASS SEED	2,132.13
59376	04/26/23	Printed			21500	USA BLUE BOOK, INC	LAB SUPPLIES	551.73
59377	04/26/23	Printed			22117	VER-MAC	MESSAGE BOARDS	35,168.95
59378	04/26/23	Printed			22240	VULCAN MATERIALS COMPANY	ASPHALT	138.14
59379	04/26/23	Printed			23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
59380	04/26/23	Printed			18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	556.30
59381	04/24/23	Printed			2087	BASIC PACIFIC	FSA BENEFIT PYMT	700.00

**Total Checks: 124**

**Checks Total (excluding void checks):**

**485,008.13**

**Total Payments: 124**

**Bank Total (excluding void checks):**

**485,008.13**

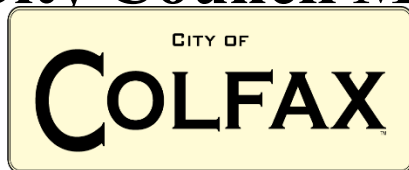
**Total Payments: 124**

**Grand Total (excluding void checks):**

**485,008.13**



# City Council Minutes



Regular Meeting of Colfax City Council

Wednesday, May 10, 2023

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

## 1 OPEN SESSION

**1A. Call Open Session to Order** - Mayor Burruss called the open session to order at 6:00 pm

**1B. Pledge of Allegiance**

**1C. Roll Call**

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

Absent: Councilmember Lomen

**1D. Approval of the Agenda Order**

By **MOTION**, accept the agenda as presented.

**MOTION** made by Councilmember Ackerman and seconded by Mayor Pro Tem Douglass and approved unanimously.

## 2 CONSENT CALENDAR

**2A. Cash Summary – March 2023**

**Recommendation:** Accept and File.

**2B. Minutes**

**Recommendation:** By Motion, approve the Colfax City Council minutes of 4/12/23.

**2C. Professional Auditing Services – Richardson & Company, LLP**

**Recommendation:** Adopt Resolution 13-2023 authorizing the City Manager to execute an agreement with Richardson & Company, LLP to provide annual audit services for the fiscal year ending June 30, 2023, with the option to extend the contract for each of four (4) subsequent years in an anticipated amount of \$152,110.

**2D. Quarterly Investment Report – Quarter Ended March 31, 2023**

**Recommendation:** Accept and File.

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

**MOTION** made by Mayor Pro Tem Douglass seconded by Councilmember Ackerman, and unanimously approved.

## 3 AGENCY REPORTS

**3A. Placer County Sheriff's Office** – Deputy John Tannarome stated that it was Law Enforcement Memorial week and provided Colfax responses.

**3B. CHP** – Public Information Officer Jason Lyman provided response statistics and reminded everyone to keep their tires in good condition to prevent traffic collisions.

**3C. Placer County Fire/CALFIRE** – Assistant Chief Bob Counts provided response statistics for April and spoke about escaped controlled burns as well as medical and water rescues. He explained there will be a water safety campaign starting soon.

**3D. Non-Profits** – Foxey McCleary spoke about a pancake breakfast at the VFW where mothers will be free and promoted a crafts fair at the Sierra Vista Community Center. She also announced a ceremony at the local cemeteries on Memorial Day, May 29<sup>th</sup>. Councilmember Douglass spoke as the Ambassador for the Colfax Area Chamber of Commerce and stated that there was a ribbon

cutting ceremony at Paloma Yoga and that there was a well-attended Cinco De Mayo Event at the Sierra Vista Community Center.

**PRESENTATION (No Presentation)**

**PUBLIC HEARING (No Public Hearing)**

**PUBLIC COMMENT**

Roy Johansen a retired engineer and faculty member spoke about grant funding for clean energy. Tim Dion circulated State cannabis statistics to Council and staff and spoke about an article that was published. Elissa Eggen made a comment about emergency exit usage on I80.

**COUNCIL AND STAFF**

- 7A. **Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Douglass provided an update from the Placer County Economic Development Board and spoke about pursuing grants. Councilmember Ackerman spoke about a recent SACOG meeting and attended a Sierra Vista Center meeting where they spoke about security, wildfire safety, the building and the relationship with the City. Mayor Burruss spoke about a productive Regional Delegacy Trip she attended in Washington DC where her team was focused on wildfire issues and streamlining topics, and she had the opportunity to discuss regional issues with other local officials.
- 7B. **City Operations Update – City Manager** City Manager Heathcock provided an update on the acceptance of a CDBG grant award worth 2.7 million dollars.

**COUNCIL BUSINESS**

8A. **Mayor Pro Tem Mendoza Resignation**

**Recommendation:** Discuss the process for filling the Council vacancy created by Mayor Pro Tem Mendoza's resignation and provide direction to staff.

City Attorney Alfred "Mick" Cabral explained the options to Council for filling the vacancy. Council discussed and decided to create an application period to appoint an individual rather than holding a special election. They decided to create a 2-week application period and establish an Ad Hoc Committee consisting of Mayor Pro Tem Douglass and Mayor Burruss with resumes being circulated to all of Council.

8B. **Filling Vacant Committee Assignments**

**Recommendation:** Discuss as necessary and approve vacant committee assignments. Council approved the Mayor's recommendations for committee assignments and discussed creating a vacancy announcement to appoint an individual to represent Colfax on the Pioneer Community Energy Board.

By **MOTION**, approve the vacant committee assignments.

**MOTION** made by Mayor Pro Tem Douglass seconded by Councilmember Ackerman, and unanimously approved.

8C. **Establishing a Private Development Service Fees Ad Hoc Committee**

**Recommendation:** Discuss and establish a Private Development Service Fees Ad Hoc Committee with the goal of adopting an ordinance that allows the City to charge and collect fees for services provided to private developments.

Public Comment received by Foxy McCleary and Elissa Eggen. Council decided to create an Ad Hoc Committee consisting of Mayor Burruss and Councilmember Ackerman.

By **MOTION**, approve Item 8C.

**MOTION** made by Mayor Pro Tem Douglass, seconded by Councilmember Ackerman, and unanimously approved.

**GOOD OF THE ORDER**

Mayor Pro Tem Douglass stated that he thought it was a good idea to have a mix of Councilmembers who are retired and actively working.

**10**      **CLOSED SESSION**

**10A**      **Public Employment Pursuant to Government Code Section 54957. Position to be Filled: City Manager.**

Public Comment was received by the Council who expressed appreciation to City Manager, Wes Heathcock for serving the City of Colfax for so many dedicated years. Tom Parnham also thanked him and suggested recommendations for the next City Manager. Will Stockwin stated gratitude for City Manager Heathcock as well.

No reportable action taken during closed session.

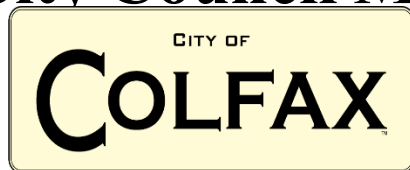
**11**      **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:35 pm. Respectfully submitted to City Council this 8<sup>th</sup> day of June 2023.



\_\_\_\_\_  
Marguerite Bailey, City Clerk

# City Council Minutes



Special Meeting of Colfax City Council  
Wednesday, May 17, 2023  
City Hall Council Chambers, 33 S Main Street,  
Colfax CA and attended via Teleconference through ZOOM

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## 1 CLOSED SESSION

- 1A. **Call Closed Session to Order** - Mayor Burruss called the meeting to order at 6:00 pm
- 1B. **Roll Call**

Present: Mayor Pro Tem Douglass, Councilmember Lomen  
Councilmember Ackerman attended the meeting via teleconference from 2100 S. Priest Drive Tempe, AZ 85282 as noticed on the agenda.  
Mayor Burruss provided just cause to the Council to attend the meeting via teleconference as exercised by AB 2449.

- 1C. **Public Comment** – No public comment was received.
- 1D. **Public Employment Pursuant to Government Code Section 54957. Position to be Filled: City Manager.**
- 1E. **Report from Closed Session.** No reportable action taken during closed session.

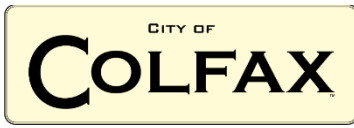
## ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 6:30 pm. Respectfully submitted to City Council this 8<sup>th</sup> day of June, 2023.

A handwritten signature in blue ink that reads "Marguerite Bailey".

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Marguerite Bailey, City Clerk



# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Lift Station #2 Pump Motor Rebuild – Flo-Line Technology Inc.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$11,376	<b>Fund(s):</b> 561
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**RECOMMENDED ACTION:** Approve Resolution \_\_ - 2023 authorizing the City Manager to enter into agreement with Flo-Line Technology Inc. to rebuild Lift Station #2 pump in the amount not to exceed \$11,376.

### Summary/Background

The City owns and maintains four sewer lift stations. Lift Station #2 has four pump motors with two motors in series that are designed to alternate usage to reduce the wear on just one pump. The pump redundancy is intended to create a back-up system should one of the pump motors fail. One of the two pumps in the series has failed, therefore, the lift station operation redundancy is not currently possible.

Staff believes it is prudent to rebuild the motor for the Lift Station. Flo-Line Technology Inc provided the attached proposal to rebuild the motor at \$11,376, which includes a 10% contingency. In addition, Commercial Pump will install the motor under a separate agreement within the City Manager's signatory limit.

### Fiscal Impacts

The motor rebuild is funded with Fund 561 in the amount not to exceed \$11,376.

### Attachments:

1. Resolution \_\_-2023
2. Proposals Flo-Line Technology Inc

# City of Colfax

## City Council

Resolution № \_\_-2023

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AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH FLO-LINE TECHNOLOGY INC. TO REBUILD LIFT STATION #2 PUMP IN THE AMOUNT NOT TO EXCEED \$11,376

---

**WHEREAS**, Lift Station #2 has pump motors that are designed to alternate usage to reduce the wear on just one series of pumps; and,

**WHEREAS**, One of the two pumps in the series has failed, therefore, the lift station operation redundancy is not currently possible; and,

**WHEREAS**, Staff believes it is prudent to rebuild the motor for the Lift Station.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax, authorizes the City Manager to enter into agreement with Flo-Line Technology Inc. to rebuild Lift Station #2 pump in the amount not to exceed \$11,376.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8th day of June 2023 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Trinity Burruss, Mayor**

---

**Marguerite Bailey, City Clerk**



**Flo-Line Technology, Inc.**  
 11822 Kemper Rd, Auburn, CA 95603  
 Ph 530-887-2240, Fax 530-887-2243  
[www.flolinepumps.com](http://www.flolinepumps.com)

ATTENTION	DEVON MORRIS
COMPANY	CITY OF COLFAX
EMAIL	DEVON.MORRIS@COLFAX-CA.GOV
PHONE	707-359-8661
FAX	
CELL	
QUOTE NO	12885
DATE	04/07/2023

PREPARED BY	TODD CALLAWAY	LEAD TIME	5-8 WEEKS
CELL	530-887-2240	FREIGHT	PP&ADD
E-MAIL	<a href="mailto:TODD@FLOLINEPUMPS.COM">TODD@FLOLINEPUMPS.COM</a>	SHIP VIA	BEST WAY
SUBJECT	ABS XFP PUMP REPAIR	TERMS	NET 30 O.A.C.
REFERENCE	SN: 0014736	VALIDITY	30 DAYS

Qty	Part No	Description	Unit Price	Ext'd
		XFP101G-CB1.4 PE185/2 REPAIR SN 0014736		
20	SERVICE	LABOR TO DISASSEMBLE, EVALUATE AND PROVIDE REPAIR	\$125.00	\$2,500.00
		REPORT - REPAIR PUMP		
1	61705088	REPAIR KIT XFP PE3 DRY (WITH COOLING SYSTEM)	\$1,296.00	\$1,296.00
1	13430268	TERMINAL BLOCK	\$139.00	\$139.00
1	43025409	CABLE 8/4 + 16/3 15.5M SOW-A D	\$2,461.00	\$2,461.00
1	65015350	ROTOR PE185/2	\$1,379.00	\$1,379.00
1	65004043	STATOR PE185/2	\$2,383.00	\$2,383.00
1	31165028	INTERMEDIATE SEAL HOLDING PLATE	\$98.00	\$98.00
1	41075065	COOLANT IMPELLER PE3	\$25.00	\$25.00
1	42015037	COOLANT DEFLECTOR PE3	\$24.00	\$24.00
1	61035007	KIT REPAIR DI-PROBE	\$37.00	\$37.00
		REPLACEMENT OPTION:		
	XFP101G-CB1.4 PE185/2	ABS XFP101G-CB1.4 PE185/2 DRY PIT SUBMERSIBLE PUMP	\$14,839.00	
		25HP, 3PH, 60HZ, 460V, 3450RPM, 49' CABLE		
		FREIGHT AND TAXES NOT INCLUDED		
		ALL SALES ARE FINAL		

THANK YOU VERY MUCH FOR THE OPPORTUNITY TO QUOTE THE ABOVE PRODUCTS

Total

\$10,342



Flo-Line Technology, Inc.  
 11822 Kemper Rd, Auburn, CA 95603  
 Ph-530-887-2240, Fax 530-887-2240  
 sales@flinepumps.com

## PUMP EVALUATION REPORT

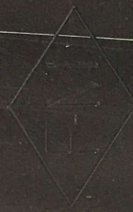
<b>Customer</b>						<b>Date</b>		4/4/2023					
<b>Name</b>	CITY OF COLFAX			<b>Contact</b>			<b>Phone</b>						
<b>Address</b>				<b>Fax</b>	N/A		<b>Cell</b>						
<b>C/S/Zip</b>				<b>Alt Contact</b>	N/A		<b>Email</b>						
<b>Pump Eqp't</b>													
<b>Make</b>	SULZER			<b>Model</b>	XFP101G-CB1.4-PE185/2		<b>Serial#</b>	0014736					
<b>Motor</b>													
<b>Mfg</b>			<b>Cat No</b>	N/A		<b>HP</b>		<b>RPM</b>		<b>Phase</b>		<b>Volts</b>	
<b>Problem-detailed and specific:</b>													
CUSTOMER STATES THE PUMP MEGGERS BAD													
<b>Inspection report Summary:</b>													
SEE ATTACHED REPORT													
<b>PARTS NEEDED FOR REPAIR:</b>													
SRVICE KIT(61705088) TERMINAL BLOCK(13430268) CABLE(43025409) ROTOR(65015350) STATOR(65004043) SEAL HOLDING PLATE(31165028) COOLANT IMPELLER(41075065) COOLANT DEFLECTOR(42015037) DI KIT(61035007)													
<b>Estimated Repair Cost</b>													
<b>Mat'l</b>			<b>Labor hrs</b>	20		<b>labor cost</b>			<b>Freight</b>			<b>Total</b>	
<b>Warranty determination:</b>													
<b>Yes</b>		<b>No</b>	<input checked="" type="checkbox"/>	<b>Partial</b>									
<b>Repair/Replacement covered by %</b>				<b>customer</b>	100%		<b>principal</b>			<b>flo-line</b>			
<b>Authorization</b>													
<b>Prepared By</b>				DANIEL QUEALY		<b>Date</b>	4/4/2023		<b>Initials</b>		DJQ		
<b>Flo-Line Authorization</b>						<b>Date</b>							
<b>Customer Authorization by</b>						<b>Date</b>			<b>Email/Fax</b>				
<b>Principal Authorization by</b>						<b>Date</b>			<b>Email/Fax</b>				



## INSPECTION REPORT SUMMARY: CITY OF COLFAX, XFP101G-CB1.4-PE185/2 Sn 0014736

THE PUMP HAS A DIRECT SHORT TO GROUND. THE PUMP CABLE HAS A LARGE SLASH IN IT 2 FEET FROM THE PUMP HEAD. THE TERMINAL BLOCK HOUSING HAS MOISTURE IN IT. THE T2 WIRE IS MELTED INTO THE TERMINAL BLOCK, AND THE T12 WIRE HAS MELTED THROUGH ITS INSULATION ABOVE THE CABLE GLAND INTO THE STATOR HOUSING. THE BEARINGS ARE CRUNCHY WHN TURNED THROUGH BY HAND AND THEY LOCK UP IN PLACES. THERE IS NO COOLANT IN THE PUMP, IN ITS PLACE IS PROCESS. THE COOLANT DEFLECTOR HAS BEEN HEAT DEFORMED, AND THE COOLANT IMPELLER IS CRACKED AND BRITTLE. SMALL METAL FLAKES WERE FOUND BETWEEN THE FACES OF THE UPPER MECHANICAL SEAL. THE ROTATING FACE OF THE MECHANICAL SEAL HAS TWO SMALL CHIPS IN IT. THE UPPER MECHANICAL SEAL HOLDER BUSHING IS EXTREMELY WORN FROM CONTACT WITH THE ROTOR. THE DRY CHAMBER IS FULL OF PROCESS, AND NEARLY TWO GALLONS OF PROCESS WAS DRAINED FROM THE STATOR HOUSING. THERE HAS BEEN A CATASTROPHIC FAILURE OF THE LOWER BEARING RESULTING IN IT BREAKING INTO MULTIPLE PIECES AND LOOSING ENTIRE BALLS OUT OF THE BEARING. BALLS OF ARCED COPPER FROM THE WINDINGS AND PIECES OF THE BEARING ARE PRESENT IN THE STATOR HOUSING. THE STATOR LAMINATIONS HAVE A HOLE BURNED THROUGH THEM. THERE ARE MULTIPLE WIRES THAT HAVE MELTED AND PULLED AWAY FROM THE WINDINGS. THE ROTOR IS DAMAGED FROM CONTACT WITH THE UPPER MECHANICAL SEAL HOLDER.

# SULZER



APPROVED

GLJ  
DVT  
G.C.D.

133

11/19553



IP68

ABS XFP101G-CB1.4-PE185/2-G-60FM 2346

Nr GXAH3K4C1111342 Snd 014736 36/2015

Un 460/230V In 28.4/56.8A 3ph 60Hz

P1: 20.2kW Cos  $\phi$  0.89 3547 RPM

P2: 24.8HP NEMA L IEC60034-30 IE

Qmax 634 GPM Hmax 226.3 ft Dump

DN 100 Hmin 0.0 ft Wt. 838 lb

See instruction manual for sensor connection and cable replacement  
Use with approved motor control that matches motor input full load amp.  
Utiliser un démarreur approuvé convenant au courant a pleine charge du moteur.

Thermally Protected Motor - REMOVE COVER BEFORE REPAIR

Sulzer Pump Solutions (US) Inc.

140 Pondview Drive

Meriden, CT, USA 06450

tem 3D



SLICE IN PUMP  
CABLE

FAIRGE PUMPWIRE 4/10 2 AWG 3/16

USC



MOISTURE IN  
TERMINAL BLOCK  
HOUSING



T2 WIRE MELTED  
INTO TERMINAL  
BLOCK



PROCESS DRAINED  
FROM COOLANT  
CHAMBER



HEAT DEFORMED  
COOLANT  
DEFLECTOR



CRACKED AND BRITTLE  
COOLANT IMPELLER





CHIPS OUT OF  
ROTATING FACE OF  
UPPER MECHANICAL  
SEAL

METAL FAKES FOUND  
BETWEEN SEAL FACES





DAMAGE TO UPPER  
SEAL HOLDER





FAILED UPPER  
BEARNG



HOLE MELTED IN STATOR  
LAMINATIONS



DAMAGE TO ROTOR  
SHAFT

# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Shanna Stahl, Administrative Analyst  
 Laurie Van Groningen, Finance Director  
**Subject:** Fiscal Year 2023-2024 Rate Adjustments

### Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Information Only.

### Summary/Background

Effective July 1, 2023, the City will be implementing annual rate adjustments for the following categories:

1. Sewer Impact Fees
2. CalPERS retirement Employer and Employee contribution rates
3. City employee salary adjustments

### Sewer Impact Fees

New connections to the City of Colfax sewer system are assessed a sewer impact fee (connection fee) in accordance with Municipal Code Chapter 13.08. The Code stipulates that the sewer impact fee shall be adjusted on July 1<sup>st</sup> of each year by the City Engineer by a percentage equal to the annual percentage of increase or decrease in the San Francisco Bay Area construction cost index, as published in the May Engineering News-Record (ENR) or equivalent ENR data.

The City has received the May 2023 ENR data from GHD and the construction cost index is reported at a 1.75% increase. The City is applying the increase to calculate the fiscal year 2023-2024 sewer impact fee as reflected in the chart below. Effective July 1, 2023, the sewer impact fee will be adjusted to \$11,310 per Equivalent Dwelling Unit (EDU).

Fiscal Year	Previous	ENR%	New Rate*
2021-2022	\$9,300	4.70%	\$9,740
2022-2023	\$9,740	14.2%	\$11,120
2023-2024	\$11,120	1.75%	\$11,310

*\*Rounded to the nearest ten dollars for simplicity.*

### California Public Employee's Retirement System (CalPERS) Retirement

The CalPERS Actuarial Office provides an annual valuation report each year which contains specific information for the City retirement plans including the development of the current and projected employer and employee contributions. The required normal payroll contributions for fiscal year 2023-2024 are reflected in the following chart.

Fiscal Year	Classic Employees		PEPRA Employees	
	Employer %	Employee %	Employer %	Employee %
2022-2023	9.120%	7.000%	7.470%	6.750%
2023-2024	10.680%	7.000%	7.680%	7.750%

### **Salary Schedules**

In accordance with the Memorandum of Understanding between the City of Colfax and I.U.O.E Stationary Engineers, Local 39 (Union), a cost-of-living adjustment (COLA) is due effective July 1, 2023. The COLA is based on an average of the Consumer Price Index (CPI) for San Francisco- Oakland-San Jose Urban Wage Earners and Clerical Workers and United States City Average Urban Wage Earners and Clerical Workers. The average CPI for the fiscal year 2022-2023 COLA calculation is 4.70%. The contracted maximum increase of 4% will be applied. Consistent with previous years and the adopted operating budget, the City will apply this increase to both represented and non-represented employees' salary schedules. The salary schedules for fiscal year 2023-2024 are attached to this report.

### **Monthly Sewer Rates**

In June of 2018, the City Council, after due notice, public hearing, and protests heard and received in an open and public meeting adopted and approved the City of Colfax Wastewater Rate Study prepared by Rural Community Assistance Corporation (RCAC) relating to the Sewer Service Charges for Fiscal Years 2018-2019 through 2022-2023. The Sewer Service Charges adopted by Resolution 42-2018 are reflected below.

The City has initiated a new five-year Rate Study that is not anticipated to be completed until later this calendar year. We anticipate reporting results and recommending any rate adjustments by January 2024. In the meantime, we recommend that the monthly sewer rate be held at the current rate of \$143.07 (\$286.14 bi-monthly billing) that was effective July 1, 2023.

# EDU's	Current Monthly Rate	Monthly Rate 2018	Monthly Rate 2019	Monthly Rate 2020	Monthly Rate 2021	Monthly Rate 2022
1.00	\$ 126.76	\$ 129.87	\$ 133.05	\$ 136.31	\$ 139.65	\$ 143.07
1.20	\$ 152.11	\$ 155.84	\$ 159.66	\$ 163.57	\$ 167.58	\$ 171.68
1.30	\$ 164.79	\$ 168.83	\$ 172.96	\$ 177.20	\$ 181.54	\$ 185.99
1.40	\$ 177.46	\$ 181.81	\$ 186.27	\$ 190.83	\$ 195.51	\$ 200.29
1.50	\$ 190.14	\$ 194.80	\$ 199.57	\$ 204.46	\$ 209.47	\$ 214.60
1.60	\$ 202.82	\$ 207.78	\$ 212.88	\$ 218.09	\$ 223.43	\$ 228.91
1.70	\$ 215.49	\$ 220.77	\$ 226.18	\$ 231.72	\$ 237.40	\$ 243.22
1.80	\$ 228.17	\$ 233.76	\$ 239.49	\$ 245.35	\$ 251.36	\$ 257.52
2.00	\$ 253.52	\$ 259.73	\$ 266.09	\$ 272.61	\$ 279.29	\$ 286.14
2.10	\$ 266.20	\$ 272.72	\$ 279.40	\$ 286.24	\$ 293.26	\$ 300.44
2.20	\$ 278.87	\$ 285.70	\$ 292.70	\$ 299.88	\$ 307.22	\$ 314.75

## Pay Scale as of 7/1/23 for non-represented employees

Step		1	2	3	4	5	6	7	8	9	10	11
City Clerk	Monthly	\$ 5,073.47	\$ 5,201.73	\$ 5,333.47	\$ 5,466.93	\$ 5,603.87	\$ 5,744.27	\$ 5,888.13	\$ 6,035.47	\$ 6,188.00	\$ 6,342.27	\$ 6,501.73
	Hourly	\$ 29.27	\$ 30.01	\$ 30.77	\$ 31.54	\$ 32.33	\$ 33.14	\$ 33.97	\$ 34.82	\$ 35.70	\$ 36.59	\$ 37.51
Accounting Technician	Annual	\$ 60,881.60	\$ 62,420.80	\$ 64,001.60	\$ 65,603.20	\$ 67,246.40	\$ 68,931.20	\$ 70,657.60	\$ 72,425.60	\$ 74,256.00	\$ 76,107.20	\$ 78,020.80
	Monthly	\$ 4,711.20	\$ 4,830.80	\$ 4,950.40	\$ 5,075.20	\$ 5,203.47	\$ 5,335.20	\$ 5,468.67	\$ 5,605.60	\$ 5,746.00	\$ 5,889.87	\$ 6,037.20
Public Works Director	Hourly	\$ 27.18	\$ 27.87	\$ 28.56	\$ 29.28	\$ 30.02	\$ 30.78	\$ 31.55	\$ 32.34	\$ 33.15	\$ 33.98	\$ 34.83
	Annual	\$ 56,534.40	\$ 57,969.60	\$ 59,404.80	\$ 60,902.40	\$ 62,441.60	\$ 64,022.40	\$ 65,624.00	\$ 67,267.20	\$ 68,952.00	\$ 70,678.40	\$ 72,446.40
Customer Service Rep	Monthly	\$ 8,377.20	\$ 8,588.67	\$ 8,805.33	\$ 9,027.20	\$ 9,254.27	\$ 9,486.53	\$ 9,724.00	\$ 9,968.40	\$ 10,218.00	\$ 10,474.53	\$ 10,738.00
	Hourly	\$ 48.33	\$ 49.55	\$ 50.80	\$ 52.08	\$ 53.39	\$ 54.73	\$ 56.10	\$ 57.51	\$ 58.95	\$ 60.43	\$ 61.95
Customer Service Rep	Annual	\$ 100,526.40	\$ 103,064.00	\$ 105,664.00	\$ 108,326.40	\$ 111,051.20	\$ 113,838.40	\$ 116,688.00	\$ 119,620.80	\$ 122,616.00	\$ 125,694.40	\$ 128,856.00
	Monthly	\$ 3,170.27	\$ 3,250.00	\$ 3,331.47	\$ 3,416.40	\$ 3,503.07	\$ 3,591.47	\$ 3,681.60	\$ 3,775.20	\$ 3,870.53	\$ 3,969.33	\$ 4,069.87
Customer Service Rep	Hourly	\$ 18.29	\$ 18.75	\$ 19.22	\$ 19.71	\$ 20.21	\$ 20.72	\$ 21.24	\$ 21.78	\$ 22.33	\$ 22.90	\$ 23.48
	Annual	\$ 38,043.20	\$ 39,000.00	\$ 39,977.60	\$ 40,996.80	\$ 42,036.80	\$ 43,097.60	\$ 44,179.20	\$ 45,302.40	\$ 46,446.40	\$ 47,632.00	\$ 48,838.40
GFE**	Monthly	\$ 3,170.27	\$ 3,328.00	\$ 3,496.13	\$ 3,671.20	\$ 3,854.93	\$ 3,952.00	\$ 4,050.80	\$ 4,154.80	\$ 4,258.80	N/A	N/A
	Hourly	\$ 18.29	\$ 19.20	\$ 20.17	\$ 21.18	\$ 22.24	\$ 22.80	\$ 23.37	\$ 23.97	\$ 24.57	N/A	N/A
Administrative Analyst	Annual	\$ 38,043.20	\$ 39,936.00	\$ 41,953.60	\$ 44,054.40	\$ 46,259.20	\$ 47,424.00	\$ 48,609.60	\$ 49,857.60	\$ 51,105.60	N/A	N/A
	Monthly	\$ 5,728.67	\$ 5,872.53	\$ 6,019.87	\$ 6,170.67	\$ 6,326.67	\$ 6,484.40	\$ 6,647.33	\$ 6,815.47	\$ 6,985.33	\$ 7,160.40	\$ 7,340.67
Administrative Analyst	Hourly	\$ 33.05	\$ 33.88	\$ 34.73	\$ 35.60	\$ 36.50	\$ 37.41	\$ 38.35	\$ 39.32	\$ 40.30	\$ 41.31	\$ 42.35
	Annual	\$ 68,744.00	\$ 70,470.40	\$ 72,238.40	\$ 74,048.00	\$ 75,920.00	\$ 77,812.80	\$ 79,768.00	\$ 81,785.60	\$ 83,824.00	\$ 85,924.80	\$ 88,088.00
GFE**	Monthly	\$ 5,728.67	\$ 6,014.67	\$ 6,316.27	\$ 6,633.47	\$ 6,964.53	\$ 7,139.60	\$ 7,318.13	\$ 7,501.87	\$ 7,690.80	N/A	N/A
	Hourly	\$ 33.05	\$ 34.70	\$ 36.44	\$ 38.27	\$ 40.18	\$ 41.19	\$ 42.22	\$ 43.28	\$ 44.37	N/A	N/A
	Annual	\$ 68,744.00	\$ 72,176.00	\$ 75,795.20	\$ 79,601.60	\$ 83,574.40	\$ 85,675.20	\$ 87,817.60	\$ 90,022.40	\$ 92,289.60	N/A	N/A

\*\*GFE Employees started prior to 7/1/21



City of Colfax - Salary Range Schedule FY2023-2024  
Represented Employees  
Effective 7/1/23

CPI Increase 07/01/2023:

0.04

Step												
		1	2	3	4	5	6	7	8	9	10	11
Clerk Typist	Monthly	\$ 2,814.93	\$ 2,887.73	\$ 2,960.53	\$ 3,036.80	\$ 3,114.80	\$ 3,192.80	\$ 3,274.27	\$ 3,357.47	\$ 3,442.40	\$ 3,529.07	\$ 3,617.47
	Hourly	\$ 16.24	\$ 16.66	\$ 17.08	\$ 17.52	\$ 17.97	\$ 18.42	\$ 18.89	\$ 19.37	\$ 19.86	\$ 20.36	\$ 20.87
	Annual	\$ 33,779.20	\$ 34,652.80	\$ 35,526.40	\$ 36,441.60	\$ 37,377.60	\$ 38,313.60	\$ 39,291.20	\$ 40,289.60	\$ 41,308.80	\$ 42,348.80	\$ 43,409.60
Lead Mechanic	Monthly	\$ 4,773.60	\$ 4,894.93	\$ 5,018.00	\$ 5,144.53	\$ 5,272.80	\$ 5,406.27	\$ 5,541.47	\$ 5,681.87	\$ 5,824.00	\$ 5,969.60	\$ 6,118.67
	Hourly	\$ 27.54	\$ 28.24	\$ 28.95	\$ 29.68	\$ 30.42	\$ 31.19	\$ 31.97	\$ 32.78	\$ 33.60	\$ 34.44	\$ 35.30
	Annual	\$ 57,283.20	\$ 58,739.20	\$ 60,216.00	\$ 61,734.40	\$ 63,273.60	\$ 64,875.20	\$ 66,497.60	\$ 68,182.40	\$ 69,888.00	\$ 71,635.20	\$ 73,424.00
Maintenance Worker I	Monthly	\$ 3,296.80	\$ 3,378.27	\$ 3,463.20	\$ 3,551.60	\$ 3,641.73	\$ 3,733.60	\$ 3,827.20	\$ 3,926.00	\$ 4,024.80	\$ 4,125.33	\$ 4,229.33
	Hourly	\$ 19.02	\$ 19.49	\$ 19.98	\$ 20.49	\$ 21.01	\$ 21.54	\$ 22.08	\$ 22.65	\$ 23.22	\$ 23.80	\$ 24.40
	Annual	\$ 39,561.60	\$ 40,539.20	\$ 41,558.40	\$ 42,619.20	\$ 43,700.80	\$ 44,803.20	\$ 45,926.40	\$ 47,112.00	\$ 48,297.60	\$ 49,504.00	\$ 50,752.00
Maintenance Worker II	Monthly	\$ 4,061.20	\$ 4,163.47	\$ 4,267.47	\$ 4,376.67	\$ 4,485.87	\$ 4,600.27	\$ 4,714.67	\$ 4,834.27	\$ 4,955.60	\$ 5,080.40	\$ 5,208.67
	Hourly	\$ 23.43	\$ 24.02	\$ 24.62	\$ 25.25	\$ 25.88	\$ 26.54	\$ 27.20	\$ 27.89	\$ 28.59	\$ 29.31	\$ 30.05
	Annual	\$ 48,734.40	\$ 49,961.60	\$ 51,209.60	\$ 52,520.00	\$ 53,830.40	\$ 55,203.20	\$ 56,576.00	\$ 58,011.20	\$ 59,467.20	\$ 60,964.80	\$ 62,504.00
PW - Working Supervisor	Monthly	\$ 5,215.60	\$ 5,347.33	\$ 5,482.53	\$ 5,621.20	\$ 5,761.60	\$ 5,907.20	\$ 6,054.53	\$ 6,205.33	\$ 6,363.07	\$ 6,522.53	\$ 6,687.20
	Hourly	\$ 30.09	\$ 30.85	\$ 31.63	\$ 32.43	\$ 33.24	\$ 34.08	\$ 34.93	\$ 35.80	\$ 36.71	\$ 37.63	\$ 38.58
	Annual	\$ 62,587.20	\$ 64,168.00	\$ 65,790.40	\$ 67,454.40	\$ 69,139.20	\$ 70,886.40	\$ 72,654.40	\$ 74,464.00	\$ 76,356.80	\$ 78,270.40	\$ 80,246.40
Operator in Training	Monthly	\$ 3,726.67	\$ 3,820.27	\$ 3,915.60	\$ 4,016.13	\$ 4,116.67	\$ 4,220.67	\$ 4,326.40	\$ 4,435.60	\$ 4,546.53	\$ 4,662.67	\$ 4,780.53
	Hourly	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.17	\$ 23.75	\$ 24.35	\$ 24.96	\$ 25.59	\$ 26.23	\$ 26.90	\$ 27.58
	Annual	\$ 44,720.00	\$ 45,843.20	\$ 46,987.20	\$ 48,193.60	\$ 49,400.00	\$ 50,648.00	\$ 51,916.80	\$ 53,227.20	\$ 54,558.40	\$ 55,952.00	\$ 57,366.40
Operator II	Monthly	\$ 4,986.80	\$ 5,113.33	\$ 5,241.60	\$ 5,373.33	\$ 5,508.53	\$ 5,647.20	\$ 5,789.33	\$ 5,934.93	\$ 6,084.00	\$ 6,238.27	\$ 6,394.27
	Hourly	\$ 28.77	\$ 29.50	\$ 30.24	\$ 31.00	\$ 31.78	\$ 32.58	\$ 33.40	\$ 34.24	\$ 35.10	\$ 35.99	\$ 36.89
	Annual	\$ 59,841.60	\$ 61,360.00	\$ 62,899.20	\$ 64,480.00	\$ 66,102.40	\$ 67,766.40	\$ 69,472.00	\$ 71,219.20	\$ 73,008.00	\$ 74,859.20	\$ 76,731.20
Operator III	Monthly	\$ 5,629.87	\$ 5,773.73	\$ 5,919.33	\$ 6,068.40	\$ 6,222.67	\$ 6,378.67	\$ 6,539.87	\$ 6,702.80	\$ 6,870.93	\$ 7,044.27	\$ 7,221.07
	Hourly	\$ 32.48	\$ 33.31	\$ 34.15	\$ 35.01	\$ 35.90	\$ 36.80	\$ 37.73	\$ 38.67	\$ 39.64	\$ 40.64	\$ 41.66
	Annual	\$ 67,558.40	\$ 69,284.80	\$ 71,032.00	\$ 72,820.80	\$ 74,672.00	\$ 76,544.00	\$ 78,478.40	\$ 80,433.60	\$ 82,451.20	\$ 84,531.20	\$ 86,652.80
Chief Plant Operator	Monthly	\$ 7,092.80	\$ 7,271.33	\$ 7,453.33	\$ 7,640.53	\$ 7,831.20	\$ 8,028.80	\$ 8,229.87	\$ 8,437.87	\$ 8,647.60	\$ 8,864.27	\$ 9,086.13
	Hourly	\$ 40.92	\$ 41.95	\$ 43.00	\$ 44.08	\$ 45.18	\$ 46.32	\$ 47.48	\$ 48.68	\$ 49.89	\$ 51.14	\$ 52.42
	Annual	\$ 85,113.60	\$ 87,256.00	\$ 89,440.00	\$ 91,686.40	\$ 93,974.40	\$ 96,345.60	\$ 98,758.40	\$ 101,254.40	\$ 103,771.20	\$ 106,371.20	\$ 109,033.60
Chief Plant Operator*	Monthly	\$ 7,092.80	\$ 7,448.13	\$ 7,820.80	\$ 8,212.53	\$ 8,623.33	\$ 8,840.00	\$ 9,061.87	\$ 9,288.93	\$ 9,521.20	N/A	N/A
	Hourly	\$ 40.92	\$ 42.97	\$ 45.12	\$ 47.38	\$ 49.75	\$ 51.00	\$ 52.28	\$ 53.59	\$ 54.93	N/A	N/A
	Annual	\$ 85,113.60	\$ 89,377.60	\$ 93,849.60	\$ 98,550.40	\$ 103,480.00	\$ 106,080.00	\$ 108,742.40	\$ 111,467.20	\$ 114,254.40	N/A	N/A
Administrative Assistant/ Community Development	Monthly	\$ 4,711.20	\$ 4,830.80	\$ 4,950.40	\$ 5,075.20	\$ 5,203.47	\$ 5,335.20	\$ 5,468.67	\$ 5,605.60	\$ 5,746.00	\$ 5,889.87	\$ 6,037.20
	Hourly	\$ 27.18	\$ 27.87	\$ 28.56	\$ 29.28	\$ 30.02	\$ 30.78	\$ 31.55	\$ 32.34	\$ 33.15	\$ 33.98	\$ 34.83
	Annual	\$ 56,534.40	\$ 57,969.60	\$ 59,404.80	\$ 60,902.40	\$ 62,441.60	\$ 64,022.40	\$ 65,624.00	\$ 67,267.20	\$ 68,952.00	\$ 70,678.40	\$ 72,446.40

\*\*GFE Employees started prior to 7/1/21



# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Placer County Sheriff Contract – 3-Year Agreement

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$2,919,296	<b>Fund(s):</b> 100-300, 218-000
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2023 authorizing the City Manager to enter into a three year agreement with the Placer County Sheriff-Coroner-Marshall's Office beginning Fiscal Year 2023/2024.

### Summary/Background

The City of Colfax and Placer County executed an agreement in 2015 for Placer County Sheriff-Coroner-Marshall's services. Between 2016 and 2022, the City and County executed an annual extension to the 2015 agreement.

Previously, the County was unable to enter into a multi-year agreement due to the Prop F salary assessment that occurred annually. Placer County Board of Supervisors adopted a policy that eliminates the Prop F salary evaluations, which has provided an opportunity for the City to negotiate a multi-year contract.

Typically, the annual Placer County Sheriff-Coroner-Marshall contract extension required City staff to negotiate the contract increase percentage, so the increase was manageable. The proposed contract percentage increase annually is within previous years increase percentages; therefore, staff is recommending council approve the three-year agreement. It is worth noting the contract has language that would allow the County to renegotiate the cost if there was a change in contract with PCSO that warrants an unanticipated salary increase.

### Fiscal Impacts

The contract is for three years in the amount of \$2,919,296 from Funds 100-300 and 218-000.

<b>Term</b>	<b>Annual Amount</b>	<b>Quarterly Installment</b>
July 1, 2023 to June 30, 2024	\$921,488	\$230,372
July 1, 2024 to June 30, 2025	\$972,168	\$243,042
July 1, 2025 to June 30, 2026	\$1,025,640	\$256,410

### Attachments

1. Resolution \_\_-2023
2. PCSO Agreement

# City of Colfax

## City Council

Resolution № \_\_-2023

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AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT  
WITH PLACER COUNTY SHERIFF-CORONER-MARSHAL OFFICE BEGINNING  
FISCAL YEAR 2023/2024

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

**WHEREAS**, Placer County Board of Supervisors adopted a policy that eliminates the Prop F salary evaluations, which has provided an opportunity for the City to negotiate a multi-year contract; and,

**WHEREAS**, The proposed contract percentage increase annually is within previous years increase percentages; therefore, staff is recommending council approve the three-year agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax authorizes the City Manager to enter into a three-year agreement with Placer County Sheriff-Coroner-Marshal’s Office beginning Fiscal Year 2023/2024.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8<sup>th</sup> day of June 2023, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Trinity Burruss, Mayor

**ATTEST:**

---

Marguerite Bailey, City Clerk

CONTRACT NO.

BEGINS: 7/1/2023

ENDS: 6/30/2026

ADMINISTERING AGENCY: Placer County Sheriff-Coroner-Marshall

**AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES**

THIS AGREEMENT is in effect as of the 1<sup>st</sup> day of July, 2023, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshall, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF COLFAX, a municipal corporation, herein referred to as "CITY".

**1. DURATION OF CONTRACT**

This Agreement shall commence on July 1, 2023, for a period of three years, expiring on June 30, 2026, unless terminated as provided herein.

**2. TERMINATION**

- A. Terms and conditions specifying the level of service and the amounts of payment for services are set out in this agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.
- B. In the event TOWN fails to make the payments required by Section 6, the COUNTY shall be relieved of all obligations to provide the services set out in this agreement thirty (30) days after such default.

**3. DUTIES OF COUNTY**

- A. COUNTY shall provide law enforcement services as defined herein within the jurisdiction of the CITY. For this purpose, law enforcement services means services generally provided within the boundaries of a city by a city police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.
- B. COUNTY shall provide and supervise all personnel, furnish all equipment, and except as hereafter provided those supplies necessary to perform its duties under this agreement. CITY shall provide all supplies bearing the name of, or relating specifically to the CITY, such as stationary, forms, and notices. For CITY specific specialized programs, including radar speed enforcement, the CITY shall purchase and maintain the required equipment.
- C. COUNTY alone shall control and determine the performance of County personnel servicing under this agreement, including, but not limited to the standards of personnel performance and discipline.
- D. COUNTY shall provide CITY with annual reports and statistics regarding the services performed by it under this agreement, such report to be in a form mutually agreed upon by CITY and the Sheriff of COUNTY.
- E. COUNTY shall give CITY the full cooperation and assistance of its officers, agents, and employees.

**4. DUTIES OF CITY**

- A. CITY shall designate the Sheriff of COUNTY as Chief of Police for CITY during the term of this contract. The Sheriff will designate a liaison office to work closely with the CITY.

B. CITY shall give COUNTY the full cooperation and assistance of its officers, agents and employees. The CITY Manager and other persons designated by the CITY Council shall coordinate with the Sheriff in all activities by or relating to this contract.

## **5. STATUS OF PERSONNEL UTILIZED**

A. COUNTY shall utilize County personnel to perform its duties under the terms of this contract. They shall not have, nor acquire, any CITY pension, or civil service or other benefits or rights which CITY may confer upon CITY employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of CITY.

B. CITY shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any COUNTY personnel performing duties under this contract. CITY shall not be liable for compensation or indemnity to any COUNTY personnel for injury or sickness arising out of the performance of their duties under this agreement.

## **6. PAYMENT FOR SERVICES**

CITY agrees to pay COUNTY the sum of \$921,488 for the contract year July 1, 2023 to June 30, 2024, due in quarterly installments of \$230,372. In subsequent fiscal years (July 1 – June 30) during the contract period, annual contract amount will increase by 5.5% over the previous year, as outlined in Exhibit A "Compensation".

If during the contract period, the COUNTY enters into an agreement with the Placer County Deputy Sheriff's Association, the annual contract increases may be recalculated based on revised salaries, benefits, and associated costs impacted by a Memorandum of Understanding (MOU) formally adopted and approved by the Placer County Board of Supervisors and ratified by the membership of the Placer County Deputy Sheriff's Association. In the event an MOU comes into effect during this contract period, adjusted contract rates will be presented to the CITY for approval and will become effective July 1.

Nothing in this contract is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

## **7. LEVEL OF SERVICE**

For the term of this contract beginning July 1, 2023, and ending June 30, 2026, both dates inclusive, COUNTY shall provide routine patrol and related services for the CITY on a 24-hour per day basis within CITY boundaries. The dedicated FTE's by classification are outlined in Exhibit B "Staffing Levels". Dedicated FTE's will remain unchanged throughout the contract period unless both parties agree to adjustments, which may result in changes to compensation.

Additional services associated with special events within the CITY boundaries may incur additional cost. COUNTY and CITY shall discuss and agree upon the additional services and additional costs necessary to support the special event.

In the event the CITY's General Fund financial condition substantially changes, both PARTIES agree to meet and re-evaluate the agreement and service levels provided herein.

**8. INDEMNIFICATION**

Except as hereinafter provided, COUNTY shall indemnify and hold harmless CITY, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by COUNTY'S performance of services under this contract. COUNTY shall defend on behalf of CITY, at COUNTY'S sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards or settlements in any such actions or proceedings. Neither COUNTY nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring by reason of anything done or omitted to be done by CITY under or in connection with this agreement. CITY shall defend, indemnify and hold harmless COUNTY from liability from such actions or omissions.

**9. FINE, FORFEITURES**

- A. Except as provided in subparagraph "B" below, CITY shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.
- B. All forfeitures under federal law or the California Control of Profits of Organized Crime Act (Penal Code Sec. 186 et seq.) shall be disbursed as provided in federal law or Penal Code Sec. 186.8.

**10. CITIES FACILITIES**

- A. The CITY will provide the COUNTY adequate office space for law enforcement related needs as agreed upon by the CITY and the Sheriff.
- B. CITY will provide adequate lighting of the parking area in front of the Colfax Substation where patrol unit(s) will be parked.
- C. CITY will pay for all normal utility services for such space including telephone services consisting of at least two phone lines (excluding any long distance phone calls)
- D. CITY will also pay for custodial/maintenance service to the office space they provide to the COUNTY.

**11. NOTIFICATION**

Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**COUNTY OF PLACER:**

Attn: Placer County Sheriff's Office  
 Jerry Rogers  
 2929 Richardson Ave., Suite A  
 Auburn, CA 95603  
 Phone: (530) 889-6965  
 Fax: (530) 886-3833

**CITY OF COLFAX:**

Attn: City of Colfax  
 Wes Heathcock  
 PO Box 702  
 Colfax, CA 95713  
 Phone: (530) 346-2313  
 Fax: (530) 346-6214

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated.

**CITY OF COLFAX**

\_\_\_\_\_  
Mayor, City of Colfax

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date

**COUNTY OF PLACER**

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Placer County Sheriff-Coroner-Marshal

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel, County of Placer

\_\_\_\_\_  
Date

### Exhibit A Compensation

Contract rates will increase by 5.5% each fiscal year (July 1-June 30) over the previous year throughout the contract term of July 1, 2023 to June 30, 2026; increases go into effect July 1 of each year. Annual contract amount will be paid in quarterly installments outlined below.

If during the contract period, the COUNTY enters into an agreement with the Placer County Deputy Sheriff's Association, the annual contract increases may be recalculated based on revised salaries, benefits, and associated costs impacted by a Memorandum of Understanding (MOU formally adopted and approved by the Placer County Board of Supervisors and ratified by the membership of the Placer County Deputy Sheriff's Association. In the event an MOU comes into effect during this contract period, adjusted contract rates will be presented to the CITY for approval and will become effective July 1.

<b>Term</b>	<b>Annual Amount</b>	<b>Quarterly Installment</b>
July 1, 2023 to June 30, 2024	\$921,488	\$230,372
July 1, 2024 to June 30, 2025	\$972,168	\$243,042
July 1, 2025 to June 30, 2026	\$1,025,640	\$256,410

### Exhibit B Staffing Levels

Dedicated FTE's will remain unchanged throughout the contract period unless both parties agree to adjustments, which may result in changes to compensation.

<b>Classification</b>	<b>FTE</b>
Sergeant	0.5
Deputy Sheriff II	2.25
Detective (Deputy Sheriff II)	0.1





# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Construction Support Contract Amendment – Wood Rodgers

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$35,600	<b>Fund(s):</b> 575
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2023 authorizing the City Manager to amend the existing contract value with Wood Rodgers for Construction Management and Support for the SWRCB Construction Grant projects in the amount of \$35,600.

### Summary/Background

On June 23, 2021, the City of Colfax and Wood Rodgers, Inc. entered into a professional services agreement for \$555,560 to complete improvement plans and manage construction for the Solar, Algae Reduction and I&I Mitigation projects funded with State Water Resource Control Board (SWRCB) Clean Water State Revolving Funds (CWSRF). The agreement was subsequently amended by Resolution on October 29, 2022 raising the agreement amount to \$662,520 to enhance design components of the Algae Reduction and I&I Mitigation projects.

### Algae Reduction Project – Solicitation for SCADA Professional

The Algae Reduction Project requires a professional firm to develop programming to control the new Supervisory Control and Data Acquisition system that will be provided to the City by the contractor constructing the Algae Reduction Project. Wood Rodgers provided the attached proposal for \$23,600 to manage the solicitation and proposal selection process. City staff believes that Wood Rodgers is uniquely suited to manage this process since they are intimately familiar with these Projects, and they have managed similar professional solicitation in the past.

The City has been working with Wood Rodgers over the past four years to develop, implement and manage the CWSRF grant project. As shown in their attached proposal, this amendment to their agreement increases the budget by \$35,600 to \$698,120. As explained in the proposal, the amendment includes \$12,000 to augment the time and material budget out-of-scope work performed over the past year.

Staff recommends that City Council authorize amendment of Wood Rodgers' agreement as outlined in their attached proposal.

### Fiscal Impacts

The additional \$35,600 cost will be reimbursed by the State through the existing CWSRF funding Agreement No. D2101007 executed between the City and SWRCB on January 6, 2022.

### Attachments:

1. Resolution \_\_-2023
2. Wood Rodgers Amendment #2 Proposal

# City of Colfax

## City Council

Resolution № \_\_-2023

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AUTHORIZING THE CITY MANAGER TO AMEND THE EXISTING CONTRACT VALUE WITH WOOD RODGERS FOR CONSTRUCTION MANAGEMENT AND SUPPORT FOR THE SWRCB CONSTRUCTION GRANT PROJECTS IN THE AMOUNT OF \$35,600

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**WHEREAS,** The City of Colfax entered into a Professional Services Agreement with Wood Rodgers on June 23, 2021 for design, implementation and management of the Sewer Collection and Wastewater Treatment Plant Improvements Project funded by Clean Water State Revolving Funds (Grant); and,

**WHEREAS,** To complete the project, the City must contract with a control programming firm to implement the new Supervisory Control and Data Acquisition (SCADA) System at the City's wastewater treatment plant; and,

**WHEREAS,** Wood Rodgers provided a proposal to manage the request for proposals process from qualified control systems professionals for \$23,600 and augment the budget by an additional \$12,000 due to depleting budget from out-of-scope services.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to amend the existing contractor value with Wood Rodgers for Construction Management and Support for the SWRCB Construction Grant projects in the amount of \$35,600.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8<sup>th</sup> day of June 2023 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Trinity Burruss, Mayor**

**ATTEST:**

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**Marguerite Bailey, City Clerk**

March 26, 2023

Mr. Wes Heathcock  
City of Colfax  
Via Email: wes.heathcock@colfax-ca.gov

**RE: Sewer Collection System and WWTP Improvement Project  
Contract Amendment #2, Professional Services Proposal**

Dear Wes:

The City and Wood Rodgers entered into the design and construction support agreement for the subject State funded project on August 24, 2021 after City Council approved the agreement through Resolution 33-2021. The City has requested Wood Rodgers solicit Statements of Qualifications (SOQ) and Requests for Proposals from qualified control system firms with the intent of contracting mapping and programming the new wastewater treatment plant Supervisory Control and Data Acquisition (SCADA) system. This work is not within the scope of work for the agreement or subsequent amendment for the subject project.

Furthermore, Wood Rodgers has provided and continues to provide various minor support services at the request of the City related to the project that were out of scope. These services include 1) Prepare and coordinate right-of-entry agreement and easement documents, 2) Coordinate reimbursement agreement with PCWA, 3) Coordinate and support the City's purchase of an asset management system from Nexgen Utility Management.

**Scope of Work**

**Task 1.1B - Various Out-of-Scope Work Items**

Wood Rodgers has supported and continues to support the City to ensure forward progress of the subject project. Some of this work was neither budgeted in the contract between the City and Wood Rodgers, nor in the Construction Grant Agreement between the City and the State Water Resource Control Board. These various items of work are cited above. Wood Rodgers will continue to support the City in these areas and endeavor to amend the City's Grant Agreement for these additional costs.

**TASK 1.3 – WWTP Control Mapping and SCADA Programming SOQ/RFP**

Wood Rodgers will solicit SOQs from local (mostly Northern California) firms that provide control system and SCADA programming services. Select firms will then be invited to submit RFPs for these services. Wood Rodgers' scope of work will further include:

- Preparation of SOQ invitation document.
- Preparation of RFP invitation document.
- One site walk during the SOQ process.
- Coordination of SOQ ranking and RFP firm selection.
- One day for RFP interview and proposal ranking.
- Preparation of staff reports and resolution for City Council award of professional services contract for the work.
- Amend the City's Grant Agreement with the State Water Resource Control Board for these additional costs.

**Deliverables**

- *SOQ & RFP Documents*
- *Staff Reports and Resolution*

## **Engineering Fee**

Wood Rodgers will bill on a Time & Material (T&M) basis. Wood Rodgers reserves the right to transfer budget between tasks without affecting the total project budget. Wood Rodgers estimates the following budgets will be required to complete the work described in this amendment proposal:

<b>SCOPE ITEM</b>	<b>ORIGINAL BUDGET</b>	<b>PREVIOUS ADMTs</b>	<b>THIS ADMT</b>	<b>NEW BUDGET</b>
<b>TASK 1 – Facilities Planning</b>				
1.1B – Design Management (I&I Mitigation & Algae System)	\$ 20,000	\$ 20,000	\$ 12,000	\$ 52,000
1.2 – Bidding & Award (I&I Mitigation & Algae Reduction System)	\$ 33,080	\$ 0	\$ 0	\$ 33,080
1.3 - WWTP Control Mapping and SCADA Programming SOQ/RFP	\$ 0	\$ 0	\$ 23,600	\$ 23,600
<b>TASK 2 – Facilities Design</b>				
2.1A – I&I Mitigation Project & LS3 Force Main Replacement	\$ 31,000	\$ 20,000	\$ 0	\$ 51,000
2.2A –Algae Reduction System	\$ 273,695	\$ 55,700	\$ 0	\$ 329,395
2.3 – Solar System Design Coordination	\$ 10,800	\$ 0	\$ 0	\$ 10,800
2.4 – Topo Survey	\$ 10,000	\$ 0	\$ 0	\$ 10,000
<b>TASK 3 – Construction Management</b>				
3.1 – I&I Mitigation Project & LS3 Force Main	\$ 46,000	\$ 0	\$ 0	\$ 46,000
3.2A – Algae Reduction System	\$ 93,985	\$ 7,260	\$ 0	\$ 101,245
3.3A – Solar System	\$ 16,000	\$ 4,000	\$ 0	\$ 20,000
3.4 – Staking	\$ 13,000	\$ 0	\$ 0	\$ 13,000
3.5 – Misc. Exhibits	\$ 4,000	\$ 0	\$ 0	\$ 4,000
3.6 – Travel & Other Reimbursables	\$ 4,000	\$ 0	\$ 0	\$ 4,000
<b>TOTAL BUDGET PER THIS PROPOSAL:</b>	<b>\$555,560</b>	<b>\$106,960</b>	<b>\$ 35,600</b>	<b>\$698,120</b>

We trust this proposed amendment has sufficient detail to meet your needs and we thank you for the opportunity to provide the requested professional services. If you have any questions, please do not hesitate to call.

Sincerely,

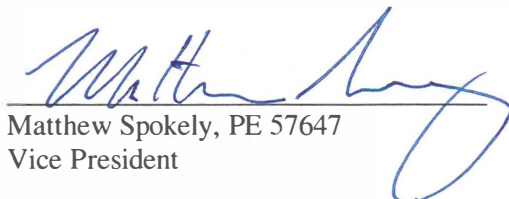
WOOD RODGERS, INC



Jim Fletter, PE 73457  
Senior Engineer

IN AGREEMENT WITH THE ABOVE ITEMS

CITY OF COLFAX



Matthew Spokely, PE 57647  
Vice President

Wes Heathcock  
City Manager

# Staff Report to City Council

## FOR THE JUNE 08, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** City Engineering Consultant Services – GHD Budget Amendment

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> ✓	<b>Un-funded:</b>	<b>Amount:</b> \$ 60,000	<b>Fund(s):</b> 100-425, 100-120, 560, 561
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2023 authorizing the City Manager to amend the GHD budget in the amount of \$60,000 to fund additional time requested for the remaining term of the 2-year extension.

### Summary/Background

Council approved Resolution 38-2019 authorizing the City Manager to enter into an agreement with GHD for City Engineer services for an initial term for 3-years with an option for a 2-year extension. The City Manager is leaving his position with the City of Colfax and has requested GHD be available for up to 28 hours per week to assist the City in public works project management until the next city manager is selected.

The initial contract term was approved for the first 3-years of the agreement followed by approval of the 2-year extension and additional time will be required to assist in the City Manager transition, therefore, staff is requesting council approve a budget amendment to the GHD agreement in the amount of \$60,000 to fund the request for additional time. GHD has agreed to maintain the contract service rate of \$190/hr for the remaining term and the 2-year extension of the contract through August 2023.

The on-call contracted engineering service includes the following functions:

- Capital Improvement Program management and development.
- Technical evaluation of projects and programs.
- Project management responsibility for evaluation, programming, design and construction of capital projects.
- Provide oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for project award; negotiation and administration of contracts for construction projects.
- Participates in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- Participate in the review and conditioning of planning applications in relation to the City's General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications and estimates for City public works projects.
- Represents the City within the community and with outside agencies.
- City compliance with all Federal, State, County and local laws and regulations.
- Manage projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual.
- Monitors and makes recommendations in relation to changes in laws, regulations and technology that may affect City operations; implements policy and procedural changes as required.
- Prepares, reviews, and, presents staff reports and City engineering documents and reports on various projects and programs and attend City Council meetings as necessary.
- Review and comment on planning programs and land development controls.

- Provide emergency response in time of unusual weather and other disaster such as flooding, earthquake, etc.
- Provide utility interface as necessary with PG&E, cable, and other utility companies
- Perform right-of-way engineering, mapping, and surveying as required.
- Construction management, inspection, and related support services as required.

The city engineering service will be an adjunct to the City staff on an as needed base to provide the aforementioned services.

**Fiscal Impacts**

The cost for the City for the remaining contract term is \$60,000 from various funds, which include funds 100-425, 100-120, 250, 560, and 561.

**Attachments:**

1. Resolution \_\_-2023
2. GHD Service Agreement
3. Resolution 38-2019
4. Resolution 55-2021

# City of Colfax

## City Council

Resolution № \_\_-2023

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**AUTHORIZING THE CITY MANAGER TO AMEND THE GHD BUDGET IN THE AMOUNT OF \$60,000 TO FUND THE ADDITIONAL TIME REQUESTED FOR THE REMAINING TERM OF THE 2-YEAR EXTENSION**

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**WHEREAS**, Council approved Resolution 38-2019 authorizing the City Manager to enter into an agreement with GHD for City Engineer services for an initial term for 3-years with an option for a 2-year extension; and,

**WHEREAS**, Council approved Resolution 55-2021 authorizing the City Manager to approve a budget amendment for GHD in the amount of \$407,360 to fund the remaining initial agreement term and the 2-year extension; and,

**WHEREAS**, staff is requesting council approve a budget amendment to the GHD agreement in the amount of \$60,000 to fund the additional time requested to assist with the City in public works project management until the next city manager is selected.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizing the City Manager to amend the GHD budget in the amount of \$60,000 to fund additional time requested for the remaining term of the 2-year extension.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8th of June 2023 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Trinity Burruss, Mayor**

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**Marguerite Bailey, City Clerk**

# City Engineering Services

## Contract Amendment

City of Colfax

25 May 2023

→ **The Power of Commitment**





# Executive summary

The City of Colfax (City) and GHD entered into contract for City Engineering Services under Resolution No. 38-2019 with contract work beginning August 15, 2019 for a period of 3 years with the option to extend an additional 2 years and the demand on the City Engineering services has exhausted the initial anticipated fee.

The City Council held a regular meeting on December 8<sup>th</sup>, 2021 and adopted Resolution No. 55-2021 approving a budget amendment for GHD in the amount of \$407,360 to fund the remaining initial agreement term and the 2-year extension.

The City Manager, Wes Heathcock, is leaving his position and June 9<sup>th</sup>, 2023 is his last day. Wes has requested the City Engineer position increase hours from 16 hours per week to up to 28 hours per week to assist with the transition to an interim/permanent City Manager replacement. Based on remaining budget and this request for additional hours, GHD requests a budget amendment in the amount of \$60,000.00.

This proposal extends the Scope of Services and General Provisions as listed in the original agreement.

Acceptance of modified terms noted above:

*Nita Upadhyaya*

GHD

Nita Upadhyaya, Sr. Proj. Manager

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City of Colfax

Wes Heathcock, City Manager

# CITY OF COLFAX

## CONSULTANT SERVICES AGREEMENT

### WITH GHD TO PROVIDE CITY ENGINEERING SERVICES


This Agreement is made by and between the City of Colfax, a municipal corporation ("City") and GHD a California corporation ("Consultant" or "City Engineer"), who agree as follows:


1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.
2. Contract Period. Contract work will begin August 15, 2019
3. Payment. Exhibit B is the negotiated Rate Schedule for services and expenses. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, in accordance with the terms in Exhibit B, for services rendered pursuant to this Agreement at the times and in the manner set forth.
4. Facilities, Equipment and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment and other materials that may be required for furnishing services pursuant to this Agreement. City shall not furnish to Consultant office space for on-site use.
5. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provision.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.
7. Time for Performance. Consultant shall devote such resources pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
8. Conflict of Interest. Consultant states that no City officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the City.

Executed as of the day first above stated.

GHD

CITY OF COLFAX  
A Municipal Corporation


  
Doug Ries, Principal in Charge

  
Wes Heathcock, City Manager

ATTEST:

  
Amy Lind, Interim City Clerk

APPROVED AS TO FORM:

  
Alfred Cabral, City Attorney

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT A

### SCOPE OF SERVICES

#### DESCRIPTION OF SERVICE

The City of Colfax is requesting the services of an engineering firm to provide on-call city engineering services under contract. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction of such services will come from the City Manager or designee.

The City is in need of a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of new development, infrastructure, funding and project implementation. Larry Wing will be designated as the City Engineer and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations and financing options pertaining to engineering matters. GHD ("City Engineer" or "Consultant") will assist the City in developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, Consultant will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

#### SCOPE OF SERVICES

##### A. General Engineering Services

1. City Engineer will respond to engineering related questions and problems relating to City facilities that arise during the day-to-day operation of the City. City Engineer will coordinate directly with operations staff, building officials, and/or sanitary engineering consultants.
2. City Engineer will respond to engineering related questions and problems relating to potential development that arise during the day-to-day operation of the City.
3. City Engineer will assist operations staff with condition-assessment and problem solving of existing City infrastructure and provide recommendations as requested.
4. City Engineer will assist the City, in conjunction with the local Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation projects.
5. City Engineer will coordinate with other Departments, and outside agencies, to refine the

annual list of capital projects, to make sure the project is needed in that year and the budget is available. City Engineer will submit the annual capital improvement and maintenance budget to the City Manager or designee for Council approval.

6. City Engineer will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.
7. City Engineer will attend staff meetings and council meetings as requested by the City Manager or designee.

#### **B. Other Engineering Services and Project-Specific Tasks**

1. City Engineer will assist the City Manager or designee and Planning Director in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and Master Plans, all in accordance with the Subdivision Map Act of California, the General Plan and local Master Plans and ordinances. City Engineer will assist in establishing and enforcing conditions of approval, subdivision agreements and development agreements for Council approval.
2. City Engineer will develop a Capital Improvement Program (CIP) for public infrastructure. City Engineer will assist the City in establishing a multi-year CIP and annual budget. City Engineer will assist in development of street, storm water and other public infrastructure projects, cost estimates, funding and staging and will work in conjunction as necessary with the City's sanitary engineers on wastewater treatment and collection system project coordination into the overall CIP. In addition, Master Plans, engineering reports and discussions with other agencies will be used to determine what additional projects are necessary to meet the needs of the community. City Engineer will compile the project lists into a multi-year CIP for review and Council approval. City Engineer will develop a Project Budget Sheet for each capital project.
3. City Engineer will review and assist in updating the City's Mitigation Impact Fee Program and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.
4. City Engineer will assist or supplement the City's Planning Director when environmental assessment/documentation services are necessary for projects. City Engineer will work with the City's consultant(s) to determine the type of environmental document required and identify the resources for completing the work.
5. Upon request by the City, City Engineer will provide engineering design services for those projects for which City Engineer has the qualifying engineer experience and staff resources.
6. City Engineer will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. City Engineer will establish the implementation schedule and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS)



process. The designated City Engineer project manager will administer projects through completion. City Engineer will coordinate with other departments during development and execution of their specific projects to ensure their needs are met. City Engineer will provide peer review and plan checking as necessary. City Engineer will handle budgets and prepare requests for additional funds if justified. City Engineer will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

7. City Engineer will review and approve all improvement plans for development of residential, commercial or industrial projects. City Engineer will assist the City in obtaining compliance with engineering standards and conditions of approval. City Engineer will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review and updating of master planning documents. City Engineer will assist the City in establishing and collecting plan check and inspection fees and construction security bonds as necessary.
8. Upon request by the City, City Engineer will update the City's Design and Construction Standards. City Engineer will utilize other agency standards plus City staff discussions to determine essential revisions to the standard plans. Recently completed updates to standard plans from other Northern California public agencies may be used in the City of Colfax along with any City-specific revisions, resulting in timely, cost-effective updates.
9. The City may periodically need the services of a licensed land surveyor and survey crew. City Engineer will contact local surveying firms to determine their availability to provide on-call surveying support. In addition, City Engineer will work with a qualified land-surveying firm on large design and construction projects.
10. Upon request by the City, City Engineer will provide resident engineering and/or inspection services for those projects for which City Engineer has the qualifying engineering experience and staff resources. These services are subject to mutual agreement between the City and City Engineer and the availability of City Engineer staff resources. The City reserves the right to contract separately for these services.

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT B

### TIME AND MANNER OF PAYMENT

1. The General Engineering Services will be paid based on actual time and materials required at the consultant's rates.
2. City Engineer shall only undertake the Other Engineering Services and Project-Specific Tasks itemized in Section B above after a budget has been developed and approved by the City Council, City Manager or designee. City Engineer shall not incur costs in excess of the budgeted amounts without prior written authorization of the City Council, City Manager or designee.
3. Reimbursable projects shall be charged at regular rates but the charges shall be subject to review by the City Manager or designee and a prior budget may be required.
4. Invoices will be scheduled for payment on receipt by the City in its normal warrant payment schedule and will in no event be paid later than 30 days from receipt, unless disputed. However, on any project for which as-built drawings are required to be prepared by any contractor, subcontractor or consultant, final payment to Consultant shall be made upon the City's receipt of as-built drawings reasonably acceptable to the City.
5. Consultant shall provide fully itemized billing by period showing services performed, the individuals performing the services, and the total charge billed for that entry. A detailed description of the work performed for that period, and the amount of time spent, will be made available to the City Manager or designee upon request. The billing shall also include the remaining budget if applicable.
6. The engineering services to be provided are based on a 12-month period, at the staff levels and hourly rates identified in the Rate Schedule with the expectation the City Engineer rate not to exceed \$185 per hour as negotiated. City Engineer reserves the right to negotiate adjustments to hourly rates for follow-on years to compensate for labor cost increases, employee benefits and other increased due to inflationary trends.
  - (1) Both parties agree that weekly meetings and staffing at City offices may not be necessary to provide City engineering services. When weekly planned meetings or staffing are required, City Engineer agrees to provide travel time and mileage for the City Engineer, from Consultant's office at no cost to the City, based on a maximum two trips per week.

Travel time from consultant's office to the City's offices for project-specific meetings or activities will be paid based on the hourly rate of the individual.

- (2) Mileage. Vehicle mileage is invoiced based on the Internal Revenue Service's current

rate, for all trips. Vehicle mileage is charged for travel from the consultant's office for project-specific meetings or activities.

- (3) Use of reimbursable supplies and printing will be minimized by making use of City resources whenever efficiency dictates.



# CONSULTANT SERVICES AGREEMENT

## EXHIBIT C

### GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses. Permits. etc. Consultant represents to City that it has all licenses, permits, qualifications and approval of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses permits and approval which are legally required for Consultant to practice its profession at the time the services are performed.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
4. Indemnification. Consultant shall hold harmless and indemnify, including without limitation the cost and duty 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 Consultant 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 Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance.
  - (1) General Liability. During the term of this Agreement, Consultant shall maintain in full force and affect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - (2) Automobile Liability. During the term of this Agreement, Consultant shall maintain in

full force and affect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

- The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.
- Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(3) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors or sub-consultants. The amount of this insurance shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims-made annual aggregate basis.

(4) Cancellation. Each insurance policy or certificate of insurance required in this paragraph shall not be canceled except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

6. Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.
7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove

any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
11. City Representatives. The City Manager or designee is the representative of the City and will administer this Agreement for the City.
12. Termination. This Agreement may be canceled upon thirty (30) days written notification by either party without cause. Consultant shall be entitled to receive full payment for all services performed and all costs incurred to the date of termination of the contract. Consultant shall be entitled to no further compensation for work performed after the date of termination of the contract. All completed and uncompleted products up to the date of termination of the contract shall become the property of the City.
13. Non-Discrimination. Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations
14. Ownership of Information. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer portable storage device, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees,

agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

15. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.
16. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification or amendment of this Agreement shall be binding unless executed by all parties in writing.
17. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
19. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
20. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



## MEDIATION/ARBITRATION OF DISPUTES

Any controversy between the parties involving the construction, application or performance of any of the terms, provisions or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action or arbitration.

If the mediation is unsuccessful, either party may, within five (5) days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances: the matter is justifiable in small claims court, than the dispute shall be resolved through that court.

If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.

The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not

permitted to be unduly burdensome or delay the hearing.

Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay its share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorney's fees and expenses between the parties in such proportions as the Arbitrator decides is just and reasonable.

The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial:

Consultant OK

City WPA

# City of Colfax

## City Council

### Resolution № 38-2019

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**AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT  
WITH GHD FOR CITY ENGINEERING SERVICES FOR A TERM OF 3-YEARS  
WITH AN OPTION FOR A 2-YEAR EXTENSION.**

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**WHEREAS**, the City is currently operating city engineering services through insufficient resources due to the lack of expertise knowledge in the existing consultant engineering contract; and,

**WHEREAS**, City staff solicited for statements of qualification from engineering consultants on September 27, 2018 for city engineering services; and

**WHEREAS**, the scope of the services provided by GHD are to develop and deliver various programs and projects associated with private development projects, capital improvement projects and regulatory reporting for wastewater, streets, drainage, traffic engineering, closed landfill, parks, and public facilities in an estimated amount of \$210,000 over at 3-year term.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax authorize the City Manager to enter into a Contract Agreement with GHD for City Engineering services for a term of 3-years with an option for a 2-year extension.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of August 2019, by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**



\_\_\_\_\_  
Joe Fatula, Mayor

**ATTEST:**



\_\_\_\_\_  
Amy Lind, Interim City Clerk

# City of Colfax

## City Council

### Resolution № 55-2021

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#### APPROVING A BUDGET AMENDMENT FOR GHD IN THE AMOUNT OF \$407,360 TO FUND THE REMAINING INITIAL AGREEMENT TERM AND THE 2-YEAR EXTENSION

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**WHEREAS**, Council approved Resolution 38-2019 authorizing the City Manager to enter into an agreement with GHD for City Engineer services for an initial term for 3-years with an option for a 2-year extension; and,

**WHEREAS**, the amount of demand on the City Engineering services has exceeded the initial anticipated costs; and,

**WHEREAS**, staff is requesting council approve a budget amendment to the GHD agreement in the amount of \$407,360 to fund the remaining initial agreement term and 2-year contract extension.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax approves a budget amendment for GHD in the amount of \$407,360 to fund the remaining initial agreement term and the 2-year extension.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 8th of December 2021 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

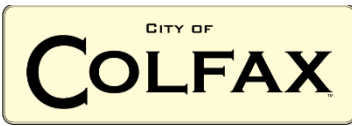
**ABSENT:**

**ATTEST:**

  
\_\_\_\_\_  
Sean Lomen, Mayor

  
\_\_\_\_\_  
Marguerite Bailey, City Clerk





# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Carl Moore, City Engineer  
**Subject:** Community Development Block Grant – Road Rehabilitation Projects  
 Engineering Design with GHD Inc.

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$65,550	<b>Fund(s):</b> 358
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2023 authorizing the City Manager to amend the GHD budget for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$65,550.

### Summary/Background

Council approved Resolution 25-2021 authorizing the City Manager to enter into agreement with GHD for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$333,838. The roadway segments included portions of Church Street, Culver Street, School Street, Pleasant Street, and Forest Hill Street, and the total grant request was \$2,954,035. Since the City was authorized to request up to \$3,500,000 a second application was submitted on July 10, 2020 for portions of Pine Street and the intersection of Culver Street with W. Oak Avenue.

CDBG funding has not been released and is expected to be released by June 2023. Due to the 2-year delay in CDBG funding, GHD has requested a budget amendment to address cost escalation and inflation.

The \$65,550 budget amendment is for GHD's potholing and plans, specifications, and estimate (PS&E) preparation (\$59,590) and includes a 10% contingency (\$5,960).

Staff recommends that the City Council authorize the City Manager to execute a budget amendment with GHD for final design and bid documents for both CDBG Road Rehabilitation projects in the amount of \$65,550.

If the City Council approves this Resolution, staff will not authorize GHD to begin their work until such time as complete authorization from HCD to proceed is received.

### Fiscal Impacts

The CDBG Road Rehabilitation Project design costs are assigned to Fund 358 and reimbursable from the CDBG Over the Counter (OTC) grant funding in the amount of \$65,550.

### Attachments:

1. Resolution \_\_ - 2023

# City of Colfax

## City Council

Resolution № \_\_-2023

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**AUTHORIZING THE CITY MANAGER TO AMEND THE GHD BUDGET FOR ENGINEERING DESIGN SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ROAD REHABILITATION IN AN AMOUNT NOT TO EXCEED \$65,550.**

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**WHEREAS**, On April 22, 2020, the City Council directed staff to prepare a CDBG application for a Road Rehabilitation Project, which first grant application was submitted to the State Housing and Community Development Department (HCCD) on May 21, 2020; and,

**WHEREAS**, the first grant application roadway segments included portions of Church Street, Culver Street, School Street, Pleasant Street, and Forest Hill Street, with a total grant request of \$2,954,035; and,

**WHEREAS**, a second grant request was submitted on July 10, 2020, for portions of Pine Street and the intersection of Culver Street with Oak Ave. in the amount of \$494,109; and,

**WHEREAS**, since the submittals staff has been coordinating on a date for funding of at least the first grant application and the city has been informed that there are only a few remaining applications ahead of the city's first grant application; and,

**WHEREAS**, once funding is authorized the city has only ninety (90) days to complete the engineering design documents and have the project ready for bidding.

**WHEREAS**, the City Council approved Resolution 25-2021 authorizing the City Manager to enter into agreement with GHD for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$333,838.

**WHEREAS**, the City Council finds and determines that it is in the City's best interests to approve a budget amendment with GHD for final design and bid documents for the projects included in the City's grant applications, anticipating that final HCD approval will soon be received and recognizing the need to timely submit final design and bid documents once final HCD approval is received.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to amend the GHD budget for Engineering Design Services for the Community Development Block Grant (CDBG) Road Rehabilitation in an amount not to exceed \$65,550.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8th day of June 2023 by the following vote of the Council:

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

**ATTEST:**

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**Trinity Burruss, Mayor**

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**Marguerite Bailey, City Clerk**



# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** CDBG Grant Agreement – Road Improvement Project

*Budget Impact Overview:*

N/A: N/A	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Approve Resolution \_\_-2023 authorizing the City Manager to approve an application for funding and the execution of a grant agreement and any amendment thereto from the 2021-2022 funding year of the State CDBG Program.

### Summary/Background

The City of Colfax applied for Community Development Block Grant (CDBG) Over the Counter (OTC) Public Infrastructure grant in 2019. CDBG OTC funding was exhausted prior to funding the proposed City of Colfax Road Improvement Projects. Subsequently, the CDBG was able to identify funding in the 2021-2022 NOFA to fund the Road Improvement Project, therefore, the City is required to adopt the attached resolution authorizing and accepting the project funding up to \$3,500,000.

Staff is recommended council authorize the City Manager to approve an application for funding and the execution of a grant agreement and any amendment thereto from the 2021-2022 funding year of the State CDBG Program.

### Fiscal Impacts

N/A

### Attachments:

1. Resolution \_\_-2023





## APPENDIX D

### Resolution of the Governing Body

**Applicants are required to use this Resolution in content and form.**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG PROGRAM**

BE IT RESOLVED by the \_\_\_\_\_ of the  
of \_\_\_\_\_ as follows:

**SECTION 1:**

The \_\_\_\_\_ has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$ \_\_\_\_\_ for the following CDBG activities, pursuant to the January 2022 CDBG NOFA:

**List activities and amounts** (*activity totals should include Activity Delivery dollars and General Administration associated with the activity*)

<b>Activity (i.e. Public Services, Housing Rehabilitation)</b>	<b>Dollar Amount Being Requested for the Activity</b>
	\$
	\$
	\$
	\$

*Note: Similar to the above, any Colonia or Native American Set-Aside activities must be included separately in the Resolution.*

**SECTION 2:**

The \_\_\_\_\_ hereby approves the use of Program Income in an amount not to exceed \$ \_\_\_\_\_ for the CDBG activities described in Section 1.



## APPENDIX D

### **SECTION 3:**

The \_\_\_\_\_ acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

### **SECTION 4:**

The \_\_\_\_\_ hereby authorizes and directs the (title of designated official) \_\_\_\_\_, or designee\*, to execute and deliver all applications and act on the \_\_\_\_\_ behalf in all matters pertaining to all such applications.

### **SECTION 5:**

If an application is approved, the (title of designated official) \_\_\_\_\_, or designee\*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

### **SECTION 6:**

If an application is approved, the (title of designated official) \_\_\_\_\_, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

*\* **Important Note:** If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.*



## APPENDIX D

PASSED AND ADOPTED at a regular meeting of the \_\_\_\_\_  
of the \_\_\_\_\_ of \_\_\_\_\_ held on \_\_\_\_\_ by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

Authorized Signature

Date

Signer's Title

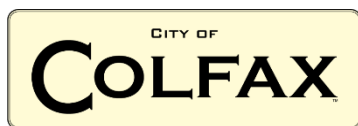
### STATE OF CALIFORNIA

I, \_\_\_\_\_, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_, State of California

By:

**Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.**



# Staff Report to City Council

## FOR THE JUNE 8, 2023 SPECIAL CITY COUNCIL MEETING

**From:** Wes Heathcock, City Manager  
**Prepared by:** Wes Heathcock, City Manager  
**Subject:** Authorization to Award – Algae Reduction Project and I&I Mitigation Project

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$8,189,857	<b>Fund(s):</b> 575
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2023 authorizing the City Manager to execute agreements for the following projects, subject to early termination if the State Water Resources Control Board (SWRCB) does not adequately increase the grant funds for these projects:

1. The Algae Reduction Project to W.M. Lyles Company for a construction cost of \$3,964,224.
2. The I&I Mitigation Project to McGuire and Hester for a construction cost of \$4,225,633.

### Summary/Background

The proposed resolution, if adopted, will award and authorize the City Manager to execute contracts for two contracts that will improve the City's sewer collection system and treatment plant. The City will not have sufficient funds to complete either project unless the SWRCB approves an increase in grant funds for these projects, so both can be terminated early if the additional grant funds do not become available.

On November 29, 2021, the City received a construction grant totaling nearly \$5.6 million from the State Water Resources Control Board's (SWRCB) Clean Water State Revolving Funds (CWSRF). The grant is intended to fund three sewer-related projects, including a solar system at the wastewater treatment plant (WWTP), an algae reduction system at the WWTP, and citywide stormwater inflow and groundwater infiltration (I&I) mitigation.

Solar system construction began in early 2022 and was substantially completed at the end of March 2023. The solar system construction will cost approximately \$2 million which leaves about \$3.6 million for the algae reduction and I&I mitigation projects.

The Algae Reduction and the I&I Mitigation Projects were advertised for bid in January 2023 with bids opened on March 9, 2023. The City has 120 days from bid opening (until July 7, 2023) to award either or both contracts, or reject all bids. Staff propose to award both contracts, and give McGuire & Hester notice to proceed. If the SRF grant is increased as SWRCB staff indicated it will be, McGuire & Hester will pursue the project to completion. If the SRF grant is not increased, both projects will be terminated once the grant funds run out. McGuire & Hester agreed to accept \$60,000 plus the compensation due it through the date of early termination if its contract is terminated early. W.M. Lyles agreed to delay start of construction until after the SRF grant is increased with an estimated project cost increase due to labor and material cost increase of \$154,000. If the City terminates the contract then W.M. Lyles will be eligible, with justification, for reimbursement of their out-of-pocket costs plus markup, in accordance with the contract terms.

### Algae Reduction Conditional Award Authorization

The Algae Reduction Project was developed by City staff because treated and partially treated wastewater stored in WWTP ponds must be removed by sending it to through the WWTP's treatment process. During warmer months the ponds grow algae that inhibits the process. The Algae Reduction Project will add a



specialized pre-treatment process called Suspended Air Flootation (SAF). A SAF system can separate the algae from the rest of the pond water to mitigate the inhibiting effect that the algae has on the WWTP's treatment process.

Six bids were received on March 9<sup>th</sup> with costs ranging from \$3,964,224 to \$4,587,576. W.M. Lyles was determined to be responsible with the lowest responsive bid.

Staff recommends that City Council conditionally award the project to W.M. Lyles for \$3,964,224 and authorize construction expenditures up to \$4,564,224 (a \$600,000 contingency). The condition for the award is described below.

### **I&I Mitigation Conditional Award Authorization**

I&I is caused by groundwater and street-level stormwater entering the sewer collection system. Once in the system, the City must treat this water at its WWTP at a significant cost. The goal of the I&I Mitigation project is to reduce, to the greatest extent possible, I&I. Along with treatment cost reductions, benefits include increased sewer capacity to support new development without costly upgrades to the sewer system and less wear and tear on the pipes and manholes.

The improvements for the I&I Mitigation Project include the following key components.

- Rehabilitation, replacement, and new construction of 6,070 feet of sewer main
- Replacement and new construction of 49 sewer manholes
- Replacement of 78 sewer services

Two bids were received on March 9<sup>th</sup> with costs totaling \$4,225,633 and \$5,238,228. McGuire and Hester was determined to be responsible with the lowest responsive bid.

Staff recommends that City Council conditionally award the project to McGuire and Hester for \$4,225,633 and authorize construction expenditures up to \$5,225,633 (a \$1,000,000 contingency). The condition for the award is described below.

### **CWSRF Grant and Condition for Award**

The City has an existing agreement with SWRCB for a \$5.6 million grant for the projects, including the nearly completed Solar System. It is expected that the Solar System will cost \$2.0 million which leaves \$3.6 for the I&I Mitigation and Algae Reduction projects. Combined, the Algae Reduction and I&I Mitigation Projects are expected to cost \$9.6 million, before contingency; therefore, the project has a grant shortfall of \$5.8 million.

City staff has been talking with SWRCB staff regarding this shortfall since August 2022. SWRCB staff have stated several times that the grant funds allocated to Colfax can be increased to as much as \$21 million based on the City's median household income. Based on these verbal statements by SWRCB staff, City Council authorized bidding of the two projects in January.

At this time, it is the City staff's understanding that the CWSRF grant will be increased to \$13.3 million (which includes enough funding for the substantially completed Solar Project and for the I&I Mitigation and Algae Reduction projects with \$1.9 million in construction contingency) in August 2023 when SWRCB completes statewide programming of the CWSRF funds. However, the existing remaining grant funds of \$3.6 million should be available to spend on either or both the I&I Mitigation and Algae Reduction project the City by the end of May 2023.

If the City Council authorizes the award of the Algae Reduction and I&I Mitigation Projects, then it should be conditioned on the allocation of the \$3.6 million balance of the existing \$5.6 million SRF grant. SWRCB staff will not provide written confirmation that the additional \$7.7 million will be programmed to Colfax in August 2023. The City's bid documents allow 120 days between bid opening and award which must occur by July 7, before SWRCB staff's anticipated August grant increase is approved. If City Council does not award the project within that time period, then there are two possible outcomes. 1) The contractors will agree to enter into a construction contract but at rates higher than their bid amounts due to increasing labor and materials costs; and, 2) The City must reject all bids and decide whether to rebid the projects.

On May 12<sup>th</sup>, SWRCB staff, through email, notified City staff "that there are sufficient funds in the project's funding source to cover the increase and that the project schedule is within the appropriation date range for the funding source." While this statement is not a guarantee that the additional fund will be provided, it is SWRCB staff's method of providing reassurance.

The City has a \$5.6 million construction grant with SWRCB. Of the three projects, the Solar System Project is fully funded. There are insufficient grant funds to complete the other two projects without a \$5.8 million grant increase. Along with the additional \$5.8 million grant fund, City staff has requested \$1.9 million construction contingency, increasing the total grant to \$13.3 million. SWRCB staff has verbally stated that those additional funds will be granted to the City in August 2023.

Staff recommends that City Council authorize the award of the Algae Reduction and I&I Mitigation Projects under the condition that SWRCB allocates the \$3.6 million remaining in the existing \$5.6 million construction grant funds. Contracts are available at City Hall for review. These initial funds will be used to start construction, but the additional \$5.8 million will be required to complete construction and the additional \$1.9 million construction contingency will ensure unforeseen eligible costs are also covered by the CWSRF grant. If the grant is not increased as anticipated, both projects will be terminated early and the contractors will be compensated accordingly.

### **Fiscal Impacts**

The total fiscal impact for the construction of both the Algae Reduction and I&I Mitigation Project is \$8,189,857. If the proposed contingency is used then construction will cost \$9,789,857.

The initial construction cost of the projects will be reimbursed by the State through the existing CWSRF funding Agreement No. D2101007 executed between the City and SWRCB on January 6, 2022. The agreement is expected to be amended in August 2023 to fund the remaining construction with 100% CWSRF grant funds.

### **Attachments:**

1. Resolution \_\_-2023

# City of Colfax

## City Council

Resolution № \_\_-2023

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AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT UNDER THE  
CONDITION OF THE STATE WATER RESOURCE CONTROL BOARD (SWRCB)  
ALLOCATING THE REMAINING GRANT FUNDS FOR THESE PROJECTS, AND  
AWARD:

1. THE ALGAE REDUCTION PROJECT TO W.M LYLES COMPANY FOR A CONSTRUCTION COST OF \$3,964,224.
  2. THE I&I MITIGATION PROJECT TO MCGUIRE AND HESTER FOR A CONSTRUCTION COST OF \$4,225,633.
- 

**WHEREAS**, The City of Colfax entered into a Clean Water State Revolving Fund (CWSRF) grant funding agreement No. D2101007 (Funding Agreement) in the amount of \$5,596,191; and,

**WHEREAS**, The Funding Agreement provides for construction of an “Algae Reduction” Project at the City’s Waste Water Treatment Plant and rehabilitation of the City’s sewer collection system for the purposes of mitigation of stormwater inflow and groundwater infiltration (I&I Mitigation Project); and,

**WHEREAS**, Bids for both of the Projects were opened on March 9, 2023. W.M. Lyles Company was found to be the lowest responsible, responsive bidder for the Algae Reduction Project at a bid amount of \$3,964,224. McGuire and Hester was found to be the lowest responsible, responsive bidder for the I&I Mitigation Project at a bid amount of \$ 4,225,633; and,

**WHEREAS**, although the Funding Agreement will provide the City with resources to start construction on either or both projects, there are insufficient funds to complete the projects; and,

**WHEREAS**, Staff at the State Water Resource Control Board (SWRCB) have stated that the City can amend the Funding Agreement to obtain an additional \$7,701,483 in grant funds to complete the project; and

**WHEREAS**, although the City must award contracts for either or both projects by July 7, 2023, SWRCB staff will not address or approve the SRF grant increase until at least sometime in August; and

**WHEREAS**, the City Council finds and determines that it is in the City’s best interests to award contracts for both projects now, subject to early termination if the Funding Agreement is not increased as anticipated.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax awards the Algae Reduction Project to W.M. Lyles Company and the I&I Mitigation Project to McGuire & Hester, with completion of both projects conditioned on the City obtaining an adequate increase in the Funding Agreement; and,

**BE IT FURTHER RESOLVED** the City Manager is authorized to expend an additional \$1,600,000 as construction contingency, subject to the City obtaining these contingency funds when the Funding Agreement with the SWRCB is amended; and,.

**BE IT FURTHER RESOLVED** the City Manager may stop construction and terminate either or both projects if the City does not obtain additional grant funds from the SWRCB that is needed to fund construction to completion and the balance of existing Funding Agreement funds are spent or allocated to either or both projects; and,

**BE IT FURTHER RESOLVED** the City Manager is authorized to execute agreements with W.M. Lyles and McGuire & Hester, subject to early termination if a sufficient increase in the Funding Agreement is not received.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8<sup>th</sup> day of June 2023 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Trinity Burruss, Mayor**

**ATTEST:**

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**Marguerite Bailey, City Clerk**





# Staff Report to City Council

## FOR THE JUNE 8 SPECIAL CITY COUNCIL MEETING

**From:** Alfred A. "Mick" Cabral, City Attorney  
 Alfred A. "Mick" Cabral, City Attorney  
**Prepared by:** Alfred A. "Mick" Cabral, City Attorney  
**Subject:** Discussion, Consideration and Possible Action to Adopt a Resolution approving an agreement with MNJ Advisors, Inc., and appointing Michael J. Luken as Interim City Manager effective June 28, 2023.

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Discuss, consider and adopt Resolution No. \_\_\_\_-2023 approving an agreement with MNJ Advisors, Inc, and appointing Michael Luken as Interim City Manager effective June 28, 2023.

### Summary/Background

City Manager Wes Heathcock announced he has accepted a position with the Town of Loomis, and that his final day with the City is June 9, 2023. The city will be opening an executive recruitment for the search process for the permanent City Manager; however, this process can take up to six months from the time it is initiated. Based upon this timing, there is a need for the City Council to hire an Interim City Manager.

The City Manager is hired by and serves at the pleasure of the elected City Council. The City Council is the policy body, and the City Manager is the individual responsible for implementing Council policy direction. The City Manager manages the organization on a daily basis, hires staff, oversees the budget and drives forward the City Council's projects and initiatives.

The appointment of an Interim City Manager is important to ensure the organization has the leadership it needs during the recruitment for a new, permanent City Manager, and a competent Interim City Manager can give the City Council the time it needs to conduct a thorough recruitment. The City Council held discussions for the Interim City Manager position in a closed session over the past month. The City was fortunate to have a highly qualified candidate available to assume this position.

The City Council decided to bring forward Michael Luken for formal consideration as the Interim City Manager. Mr. Luken has 35 years in land use planning, economic development, city/county management and recently retired as the Executive Director of Placer County Transportation Planning Agency and is uniquely familiar with many projects in progress in Colfax. Mr. Luken has an MA in Rural and Town Planning from Chico State University and a BA in Geography and Planning from California Polytechnic University, Humboldt. Mr. Luken brings a wealth of city management experience to the City of Colfax.

If approved, Mr. Luken will take the reins on June 28, 2023. Mr. Luken will serve until a permanent City Manager is hired by the City Council or his term expires pursuant to the contract with his consulting firm, MNJ Advisors Inc., whichever is earlier.

Because Mr. Luken is a CalPERS retiree, the City Council is required to approve a formal PERS resolution appointing Mr. Luken for the limited time the recruitment is in process. A resolution identifying some of the key requirements accompanies this staff report for action by the City Council. These requirements include, among other things:

- *Limited Duration Work:* The retiree can be hired only as an interim or acting appointment during the period of recruitment.
- *Single Appointment:* The retiree can be appointed only once to the vacant position. In other words, the City Council cannot extend the date of service or make a change to the agreement in the future.
- *Compensation:* The hourly rate to be paid to the retiree cannot be less than the minimum or exceed the maximum for the vacant position as listed on the employer's publicly available pay schedule. The retiree cannot receive any benefits, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. The retiree may be reimbursed for reasonable expenses.

For all of the above reasons, staff recommends the City Council discuss, consider and take action to adopt the proposed resolution, approve an agreement with MNJ Advisors Inc., and appoint Michael Luken as Interim City Manager effective June 28, 2023.

### **Fiscal Impact**

A budget amendment is not needed to support this proposed action. The contract can be funded for the remaining FY 2022/2023 and for the FY 2023/2024 fiscal year.

### **Attachments**

1. Resolution
2. Agreement

# City of Colfax

## City Council

Resolution № \_\_-2023

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### APPROVING AN AGREEMENT WITH MNJ ADVISORS, INC., AND APPOINTING MICHAEL LUKEN AS INTERIM CITY MANAGER EFFECTIVE JUNE 28, 2023

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**WHEREAS**, the City of Colfax will soon have a vacancy in the City Manager position, and has an open recruitment to fill the position; and

**WHEREAS**, the City desires to enter into an agreement with MNJ Advisors and appoint its employee Michael Luken as the Interim City Manager of the City of Colfax, on a temporary basis, pending the recruitment of a permanent replacement to fill the position pursuant to California law; and

**WHEREAS**, MNJ Advisors Inc. desires to provide services through its employee Michael Luken, as Interim City Manager of the City of Colfax beginning June 28, 2023; and

**WHEREAS**, the City Council and MNJ Advisors Inc., desire to agree in writing to the terms and conditions pursuant to which MNJ Advisors, Inc., and Michael Luken will provide the services of Interim City Manager for the City of Colfax; and

**WHEREAS**, the position of Interim City Manager requires specialized skills, including but not limited to advanced management, budget and negotiation, and Mr. Luken possesses those skills; and

**WHEREAS**, Mr. Luken's appointment to the position of Interim City Manager shall only be made once and will end pursuant to the termination provisions set forth in the Agreement attached as Exhibit A hereto.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Colfax that the terms of the Agreement attached hereto as Attachment A between the City of Colfax and MNJ Advisors Inc., appointing Mr. Luken to the position of Interim City Manager effective June 28, 2023, are hereby approved and adopted, and the Mayor is authorized to sign and execute the Agreement on behalf of the City.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Special Meeting of the City Council of the City of Colfax held on the 8th of June 2023, by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Trinity Burruss, Mayor**

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**Marguerite Bailey, City Clerk**

## **AGREEMENT BETWEEN THE CITY OF COLFAX AND MNJ ADVISORS INC.**

This Agreement is made on this \_\_\_ day of June 2023, between the City of Colfax and MNJ Advisors Inc., (the "Agreement") is entered into between the CITY OF COLFAX ("City"), a municipal corporation organized in the State of California, and MNJ ADVISORS, INC, a California corporation ("MNJ"). The parties agree as follows:

### **RECITALS**

A. City will commence an open recruitment to permanently fill the vacant position of City Manager in the next 90 days;

B. City is presently in need of an individual with the knowledge, skills and abilities to temporarily hold the position of Interim City Manager during the City's recruitment to permanently fill the position of City Manager;

C. Michael Luken, President/CEO of MNJ Advisors, Inc., is uniquely qualified and has the requisite specialized skills, training and experience to serve as Interim City Manager for the City, including training and experience relating to expediting emergency response and recovery for the City;

D. City desires to employ the specialized services of Michael Luken as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement;

E. MNJ Advisors Inc. will perform the duties of Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement;

F. MNJ Advisors, Inc. is a consulting firm, employing a retired CalPERS Employee, Michael Luken, as an employee. MNJ Advisors acknowledges that Michael Luken will be restricted to working no more than a combined 960 hours for City, a state agency, or other CalPERS contracting agencies (collectively "CalPERS Agencies") during City's 2022-2023 fiscal year, or for any additional or subsequent fiscal year. MNJ represents that Michael Luken has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement, that Michael Luken has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and that Michael Luken has attained normal retirement age within the meaning of Government Code § 21220.5;

G. This Agreement was approved by the City Council as a regular agenda item at a Special Meeting held on June 8, 2023.

### **OPERATIVE PROVISIONS**

In consideration of the promises and conditions contained herein, the parties agree as follows:

#### **1. Appointment as Interim City Manager**

The City hereby agrees to enter into an agreement with MNJ and appoint its employee Michael Luken as Interim City Manager for the City subject to the terms, conditions, and provisions of this Agreement. MNJ hereby accepts such contract for services.

#### **2. Status and Term of Agreement**

(a) This Agreement commences and is effective on June 28, 2023 ("Commencement Date"). This Agreement shall expire at the earlier of: (i) the employment of a permanent City Manager; (ii) upon



termination of the Agreement by either MNJ or City as provided in Section 4 of this Agreement; or (iii) Michael Luken's exhaustion of his 960-hour limitation to service pursuant to CalPERS rules and regulations, unless otherwise extended by the Executive Order of the Governor.

(b) MNJ acknowledges that it is a contractor of the City which shall serve at the pleasure of the City Council at all times during the period of its service. The terms of the City's personnel rules, policies, procedures, ordinances, resolutions, or Municipal Code (collectively "Personnel Policies") shall not apply to Michael Luken to the extent such Personnel Policies conflict with this Agreement.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the contract with MNJ at any time for any lawful reason.

(d) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of MNJ to terminate this contract at any time.

### 3. Duties and Responsibilities

(a) City agrees to utilize Michael Luken through MNJ as an Interim City Manager of the City to perform the functions and duties of that office including, under City Council direction, providing management oversight in directing the activities and operations of the City as set forth in the Municipal Code of the City of Colfax, and to perform other legally permissible duties and functions as City Manager as the City Council shall from time- to-time assign, including, without limitation, assisting the City's recruitment of a permanent City Manager (the "Services").

(b) MNJ shall not engage in any activity which is or may become a conflict of interest, prohibited by contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, MNJ must complete disclosure forms as required by law.

### 4. Resignation and Termination

(a) MNJ may terminate this agreement at any time with or without cause and agrees to give City at least thirty (30) days' advance written notice of the effective date of termination unless the parties mutually agree otherwise.

(b) City may at any time terminate MNJ, with or without cause.

### 5. Compensation

(a) City agrees to pay MNJ for services rendered pursuant to this Agreement at the rate of \$97.50 per hour for three (3) days per week in the office and two (2) days per week remote work/on-call (173 1/3 hours per month). All payments to MNJ shall be paid within 30 days of invoices submitted by MNJ to City. Michael Luken will attend all regular and special City Council meetings and all internal/external meetings required to conduct city business. MNJ will assist City with the recruitment of a permanent city manager.

(b) MNJ will record and report to City all hours worked for City as may be required for purposes of CalPERS compliance.

(c) Pursuant to CalPERS regulations and policy statements, Michael Luken shall not receive from City any benefits City commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

(d) City shall reimburse MNJ for mileage at the current IRS Standard Mileage Rate (currently \$0.655 per mile) for all travel to and from the City and outside meetings and for any reasonable expenses incurred in the course of this contract.

### 6. Indemnification

City shall defend and indemnify MNJ against any action, including but not limited to any tort, professional liability claim or demand, or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of MNJ and Michael Luken's duties as an officer of City, other than an action brought by City against MNJ, or an action filed against City by MNJ. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with MNJ, and pay the amount of any settlement or judgment rendered on that action. MNJ shall cooperate fully with City in the settlement, compromise, preparation of the defense, or trial of any such action.

MNJ 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 sole negligence, recklessness or willful misconduct of MNJ 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 MNJ who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers.

## 7. Insurance

**General Liability Coverage-** During the term of this Agreement, MNJ shall, at its sole cost and expense, obtain and maintain general liability insurance, including personal injury and property damage insurance for all activities of MNJ 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.

**Automobile Liability Coverage-**Automobile liability insurance covering bodily injury and property damage for all activities of MNJ 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.

**Policy Endorsements-**Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

- (a) 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 MNJ.
- (b) 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.
- (c) 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.
- (d) 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. 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.

**Professional Liability Coverage-** MNJ 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.

Insurance Certificates and Endorsements-Prior to commencing the Services under this Agreement, MNJ 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.

Deductible and Self-Insured Retentions-Any deductibles or self-insured retentions must be declared to and approved by City.

Termination of Insurance-If the City receives notification that MNJ's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if MNJ 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 MNJ for Services rendered under the terms of this Agreement.

#### 8. Independent consultant

It is understood and agreed that MNJ, including MNJ's employees or subcontractors, is an independent consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. MNJ shall finance its own operations and shall operate as an independent contractor. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. MNJ shall be responsible for the employment status and safety of its employees who may perform work under this Agreement. MNJ shall comply with all laws and regulations, including any prevailing wage and other employment laws and regulations, such as California Labor Code sections 1720, et seq., to the extent they are applicable to the work to be performed under this Agreement.

If in the performance of this Agreement, any third persons are employed by MNJ, such persons shall be entirely and exclusively under the direction, supervision and controls of MNJ. Except as specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any employment or requirements of law, shall be determined by MNJ. It is further understood and agreed that MNJ shall issue W-2 or 1099 IRS Forms for income and employment tax purposes, for all of MNJ's assigned personnel and subcontractors.

MNJ shall complete all services required by this Agreement according to its own methods and shall not be subject to the City's control as to end product, final result or manner and means by which such services are provided.

#### 9. Taxes

MNJ shall pay, when and as due, any and all taxes incurred as a result of MNJ's compensation hereunder, including estimated taxes. MNJ hereby agrees to indemnify the City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by the City arising out of MNJ's breach of this section.

#### 10. Accounting Records

During the performance of this Agreement and for a period of twelve (12) months after completing all services hereunder, services or a specific task order, MNJ shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of MNJ's costs for all services performed under this Agreement and records of the MNJ's expenses, in accordance with generally accepted accounting practices. MNJ shall keep such records available for inspection and audit by representatives of the City upon reasonable written notice.

#### 11. Alternative Dispute Resolution

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 below.

Any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

This section shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

#### 12. No Contract Term or Damage

Nothing in this Agreement shall be construed to create a contract of employment, either express or implied-in-fact, for any fixed term or requiring cause for termination. MNJ and Michael Luken hereby expressly waives the right to bring claims or causes of action seeking contract-based damages relating to this agreement with the City. MNJ acknowledges that either party may terminate the agreement at any time for any reason, with or without cause, pursuant to paragraph 4.

#### 13. Notices

Unless otherwise provided herein, any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY:

Trinity Burruss, Mayor  
City of Colfax  
P.O Box 702  
Colfax, CA 95713

TO MNJ Advisors Inc.

Mike Luken, President/CEO  
MNJ Advisors Inc.  
6160 Rose Garden Lane  
Roseville, CA 95747

#### 14. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters



specified herein and supersedes all prior oral and written understandings and agreements, and, except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

15. No Assignment. No Third-Party Beneficiaries

This Agreement is not assignable by either City or MNJ. Nothing in this Agreement shall be construed to create, and the parties do not intend to create any beneficial rights in third parties.

16. Severability, Applicable, Law, and Interpretation

In the event any provision of this Agreement is finally held or determined to be illegal or void by a competent court with jurisdiction, the remainder of this Agreement shall remain in full force and effect unless the provision(s) found to be void are wholly inseparable from the remaining portions of this Agreement. Any dispute concerning this Agreement shall be governed and construed under the laws of the State of California in effect at the time of signing of this Agreement. The parties consent to the jurisdiction of the California courts with venue in Placer County.

17. Compliance with Federal, State and Local Law

MNJ 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 MNJ's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

18. Construction

To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulations or law. This Agreement has been negotiated between the City of Colfax's City Council and MNJ. City and MNJ acknowledge they have each contributed to the making of this Agreement and that in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and MNJ acknowledge they have each had an adequate opportunity to consult with their own legal counsel in the negotiation and preparation of this Agreement.

19. 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.

20. 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.

21. Time of the Essence

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

22. Counterparts

This Agreement may be executed simultaneously in two counterparts, which shall be identified by number and each of which shall be deemed an original, but all of which together shall constitute one document.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael W. Luken, President/CEO  
MNJ Advisors, Inc.

Dated: \_\_\_\_\_

City of Colfax

By: \_\_\_\_\_  
Trinity Burruss, Mayor

Approved as to form:

\_\_\_\_\_

City Attorney