

# City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

## REGULAR MEETING AGENDA

October 25, 2023

Regular Session 6:00 PM

Closed Session to Follow

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

ZOOM at

<https://us02web.zoom.us/j/84754931404>

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

**847 5493 1404**

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

View Only on Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at [city.clerk@colfax-ca.gov](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 OPEN SESSION

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

1B. **Pledge of Allegiance**

1C. **Roll Call**

1D. **Approval of Agenda Order**

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

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

1E. **Statement of Conflict of Interest**

### 2 CONSENT CALENDAR

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

**Recommended Action:** Approve Consent Calendar

2A. **Minutes** (Pages 5-8)

**Recommendation:** By Motion, approve the Colfax City Council minutes of 10/11/2023.



**2B. Cash Summary – September 2023** (Pages 9-16)

**Recommendation:** Accept and File.

**2C. Metal Storage Buildings Grading and Foundation** (Pages 17-30)

**Recommendation:** Adopt Resolution \_\_-2023 authorizing the Interim City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$19,885.00 with a 10% contingency in an amount not to exceed \$21,874.00 for grading the two pads and installation of the Corporation Yard foundation for the metal equipment storage buildings at the Public Works Corporation Yard and Waste Water Treatment Plant.

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

**3 AGENCY REPORTS**

**3A. Placer County Sheriff's Office**

**3B. California Highway Patrol**

**3C. Placer County Fire Department/CALFIRE**

**3D. Non-Profits**

**4 PRESENTATION (None)**

**5 PUBLIC HEARING**

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

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

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

**5A. Mitigation Impact Fees – Annual Report** (Pages 31-37)

**Recommendation:** Conduct a public hearing, review the annual report, consider public and staff comments, accept the report, and adopt Resolution \_\_-2023: Accepting And Approving the Annual AB 1600 Mitigation Fee Report and Making Findings Pursuant to Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Government Code §66000 Et Seq)



**6**      **PUBLIC COMMENT**

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

**7**      **COUNCIL AND STAFF**

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

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

**7B.      City Operations Update – City Manager**

**8**      **COUNCIL BUSINESS** (None)

**9**      **GOOD OF THE ORDER**

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

**9A.      Public Comment on Good of the Order**

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

**10**     **CLOSED SESSION**

**10A.     Call Closed Session to Order**

**10B.     Roll Call**

**10C.     Public Comment (On the Closed Session Item)**

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

**10E.     Report from Closed Session**



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*

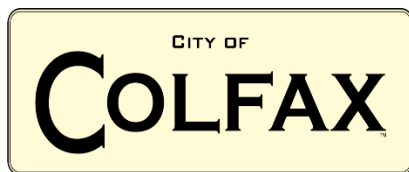
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Marguerite Bailey, City Clerk

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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.





# City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, October 11, 2023

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

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## OPEN SESSION

1

**1A. Call Open Session to Order** – Mayor Burruss called the Open Session to order at 6:04 p.m.

**1B. Pledge of Allegiance**

**1C. Roll Call**

**Present:** Councilmember Lomen, Mayor Pro Tem Douglass, Councilmember Hillberg, Councilmember McCully and Mayor Burruss.

**1D. Approval of Agenda Order**

**MOTION** made by Mayor Pro Tem Douglass to move Item 6 Public Comment to the end of the agenda and seconded by Councilmember McCully, and approved by the following roll call vote:

**AYES:** Douglass, McCully, Lomen

**NOES:** Hillberg, Burruss

**ABSTAIN:**

**ABSENT:**

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

## CONSENT CALENDAR

**2A. Minutes**

**Recommendation:** By Motion, approve the Colfax City Council minutes of 9/27/2023.

**2C. Second Reading and Adoption of Ordinance 554, an Ordinance of the City of Colfax Amending Colfax Municipal Code Title 8 by Adding Chapter 8.34 Prohibiting Syringe Service Programs in the City of Colfax**

**Recommendation:** Waive the second reading and adopt Ordinance 554 prohibiting syringe service programs in the City of Colfax.

**2D. Second Reading of Ordinance 555 Amending Colfax Municipal Code Title 17 – Zoning**

**Recommendation:** Waive the second reading and adopt Ordinance 555 to update the Zoning Code.

**2E. Response to the Grand Jury on Account for City Homeless Spending**

**Recommendation:** Direct staff to respond to the Grand Jury Report on Homeless Spending as indicated in this report.

**2F. Interim City Manager to Attend CaLAFCO Annual Conference**

**Recommendation:** Authorize the Interim City Manager to attend the CaLAFCO Annual Conference in Monterey with reimbursement of conference fees only.

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

Item 2B pulled by Councilmember McCully.

**MOTION** made to approve the consent calendar with the exception of Item 2B, by Mayor Pro Tem Douglass and seconded by Councilmember McCully, and unanimously approved.

**2B. Phase 2 and 3 of the Colfax Sewer Collection System and Waste Water Treatment Plant- Authorization Resolution**

**Recommendation:** Adopt Resolution 35-2023 authorizing Resolution related to Phase 2 and 3 of the

Colfax Sewer Collection System and Waste Water Treatment Plant.

Councilmember McCully asked if it was possible to amend the resolution to state Mayor and Mayor Pro Tem, without the names attached. Interim City Manager, Mike Luken explained that it would be permissible.

**MOTION** made to approve Item 2B by Councilmember Lomen, and seconded by Mayor Pro Tem Douglass, and unanimously approved.

- 3A. **Placer County Sheriff's Office** – Deputy Tannarome provided response statistics for Placer County and for the City of Colfax including traffic stops. He explained how transient-related calls are determined and what alarm calls consist of.
- 3B. **CHP** – Officer Jason Lyman, Public Information Officer provided a public announcement that Caltrans would be shutting down I80 for upcoming paving rehab and repairs that would be performed between the hours of 8 pm and 7 am.
- 3C. **Placer County Fire/CALFIRE** – Placer County Fire/CALFIRE Battalion Chief Jeff Loveless spoke about upcoming plans for off-season staffing demands. He also stated that the burn ban would be lifted on October 13<sup>th</sup>, however, permits would still be required and permit holders would be responsible for ensuring that it was not a No-Burn Day.
- 3D. **Non-Profits** Ric Tetrault, Colfax American Legion Commander announced that there were still up to 30 seats left for the First Responder dinner on October 19<sup>th</sup>.  
Laurianna Cecchi, President of the Colfax Area Chamber of Commerce spoke about upcoming family-friendly events including the first Oktoberfest coming on October 14<sup>th</sup> from 12-6p, and the following weekend a Chili Cook-Off/Community Gathering. The Chamber was also working on a Coffee and Conversation event on Nov 2<sup>nd</sup>.

4 **PRESENTATION (None)**

5 **PUBLIC HEARING (None)**

7 **COUNCIL AND STAFF**

- 7A. **Committee Reports and Colfax Informational Items – All Councilmembers.** Councilmember Lomen provided an update on a Fuel Reduction Project Caltrans implemented clearing 500 acres in the right of way along I80. Mayor Pro Tem Douglass attended a Pioneer Community Energy Meeting on September 28<sup>th</sup> where they provided a statistic of having a 16% lower rate than PG&E. Councilmember Hillberg said that the Sierra Vista Community Center was still working to make progress. Councilmember McCully explained working with the Chamber of Commerce to provide outreach to local businesses.
- 7B. **City Operations Update** – Interim City Manager Mike Luken provided an update of upcoming agenda meeting items. He announced that final interviews for the new City Manager would be done at the November 8<sup>th</sup> City Council meeting and for the public to prepare for a shorter meeting with a 2-4 hour Closed Session. He explained there would be a Special City Council Meeting on November 30<sup>th</sup> for the City Manager contract and some items on the General Plan Update. He said an Administrative Draft Study of the Downtown Connectivity Plan was being worked on by staff. After which, the Ad Hoc Committee and Downtown Advisory Committee would review the draft report, then it would be presented to the public hopefully at Winterfest. Finally, it would go back to Council for adoption in January. The Skatepark Ad Hoc Committee and Ty Conners were working on a realistic cost estimate for the project. Interim City Manager Luken stated the Sewer Fee Update was still underway. He also explained that bids could likely go out in December for the CDBG project to ideally get started in the Spring. He provided an update on the FEMA Grant submitted in February 2022 which was still being processed, and the lengthy FEMA grant schedule is affected by the number of National disasters there are. He said what the City was inquiring into the feasibility of repaving Canyon Way. Lastly, he explained that an inspection for the Closed landfill and SB1383 compliance with CalRecycle was being planned.

8 **COUNCIL BUSINESS**

8A. **Draft Environmental Impact Report (Draft EIR) on the General Plan Update**

**Recommendation:** Accept public comments on the Draft EIR

Planning Director, Emmanuel Ursu provided an overview of the item. No public comments were received during the meeting.

8B. **Winerfest Event Fireworks Funding**

**Recommendation:** Winterfest Event Fireworks Funding

Colfax Area Chamber of Commerce President Lauriana Cecchi explained the plan for the event and an overview of the fireworks budget expenses being requested.

**MOTION** made by Councilmember Lomen to approve Item 8B and seconded by Councilmember McCully, and unanimously approved.

8C. **Consideration of Terminating Public Comment Via Teleconference at Future Council meetings.**

**Recommendation:** Terminate All Public Comment via Teleconference at Future Council Meetings. Interim City Manager, Mike Luken provided an explanation of staff recommendations. Council discussed the item.

Residents Andy Cave, Jim Dion, and Tom Parnham were in support of removing teleconferencing for public comments. Jane Gallagher was in support of maintaining teleconference capabilities for public comments.

**MOTION** made by Mayor Burruss to continue using teleconferencing for public comments and seconded by Councilmember Lomen, and approved by the following vote:

**AYES:** Lomen, Douglass, McCully, Lomen, Burruss

**NOES:**

**ABSTAIN:**

**ABSENT:**

9 **GOOD OF THE ORDER**

Mayor Pro Tem Douglass spoke about a special on Channel 13 that focused on Colfax and the replacement of Yankee Jim's bridge over the American River. Councilmember Hillberg inquired about the City being a Bird Sanctuary and signs that used to be displayed. Councilmember McCully asked about the removal of a pile of refuse on Miller Drive.

9A. No comments on Good of the Order.

6 **PUBLIC COMMENT**

Harold Cooper spoke about potholes and a lack of painting on the roads, as well as the curb at the new Hotel which needed repair. Tim Ryan spoke about the proposition of renegotiating the City's sewer loan from the State to coincide with the annexing of Shady Glen to possibly lower sewer fees. Tom Parnham spoke about exploring the opportunity of connecting with a sewer pipeline down the hill to get out of the waste water treatment business.

**CLOSED SESSION**

10A. Call Closed Session to Order – Closed Session called to order at 8:03 p.m.

10B. Roll Call

Present: Councilmember Lomen, Mayor Pro Tem Douglass, Councilmember Hillberg, Councilmember McCully, and Mayor Burruss.

10C. Public Comment (On Closed Session Item) No Public Comment was provided.

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

10E. There were no reportable actions from Closed Session

11

**ADJOURNMENT**

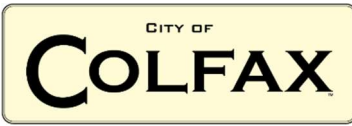
As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 8:17 p.m. Respectfully submitted to City Council this 25<sup>th</sup> day of October, 2023.



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Marguerite Bailey, City Clerk





# Staff Report to City Council

## FOR THE OCTOBER 25, 2023 REGULAR CITY COUNCIL MEETING

**From:** Mike Luken, Interim City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Cash Summary – September 2023

*Budget Impact Overview:*

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

### Summary/Background

The monthly financial report includes General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The purpose of these reports is to provide the status of funds and transparency for Council and the public 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 September 2023. Some monthly highlights are listed below:

- September revenues included:
  - Allocation for Sales Tax revenues reported/paid to the State for the month of July 2023 (two-month lag).
- September expenditures included:
  - Approved capital project expenditures – expenditures on WWTP Construction Grant and other grant funded projects.
  - Quarterly payment for Sheriff contract.
- Negative cash fund balances at the end of September are due to the timing of funding allocations and reimbursements:
  - Fund 218 – Current fiscal year revenues for the COPS (Citizens’ Option for Public Safety) grant funding is expected to begin in October.
  - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), transfer of City Gas Tax revenues, and a General Fund allocation. PCTPA has just initiated the claim process for current fiscal year. Allocations and transfers will be recorded with final fiscal year accounting process.
  - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – the final funding of the grant is now in progress. CDBG has approved the start date of expenditures. Any unfunded expenditures would require allocation from other Funds.
  - Fund 367 – SB2 Planning Grant – this is a reimbursable grant. Reimbursement requests are submitted on a quarterly basis.

- 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. Reimbursement requests can be submitted monthly based on project activity.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted at least quarterly.
- 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 funded by Fund 564 – Sewer Connection Fees. Funds to be transferred at project completion.
- Fund 590 – Sewer Consolidation Planning Grant. This is a reimbursable grant – reimbursement requests are scheduled to be submitted quarterly.
- Anticipated revenues/expenditures for October include:
  - Revenues
    - Allocation for Sales Tax revenues reported/paid to the State for the month of August 2023 (two-month lag).
  - Expenditures
    - Approved capital project expenditures. We anticipate continued large expenditures for the Wastewater Treatment Plant Construction project as the I/I Mitigation and Algae Reduction phases continue construction.

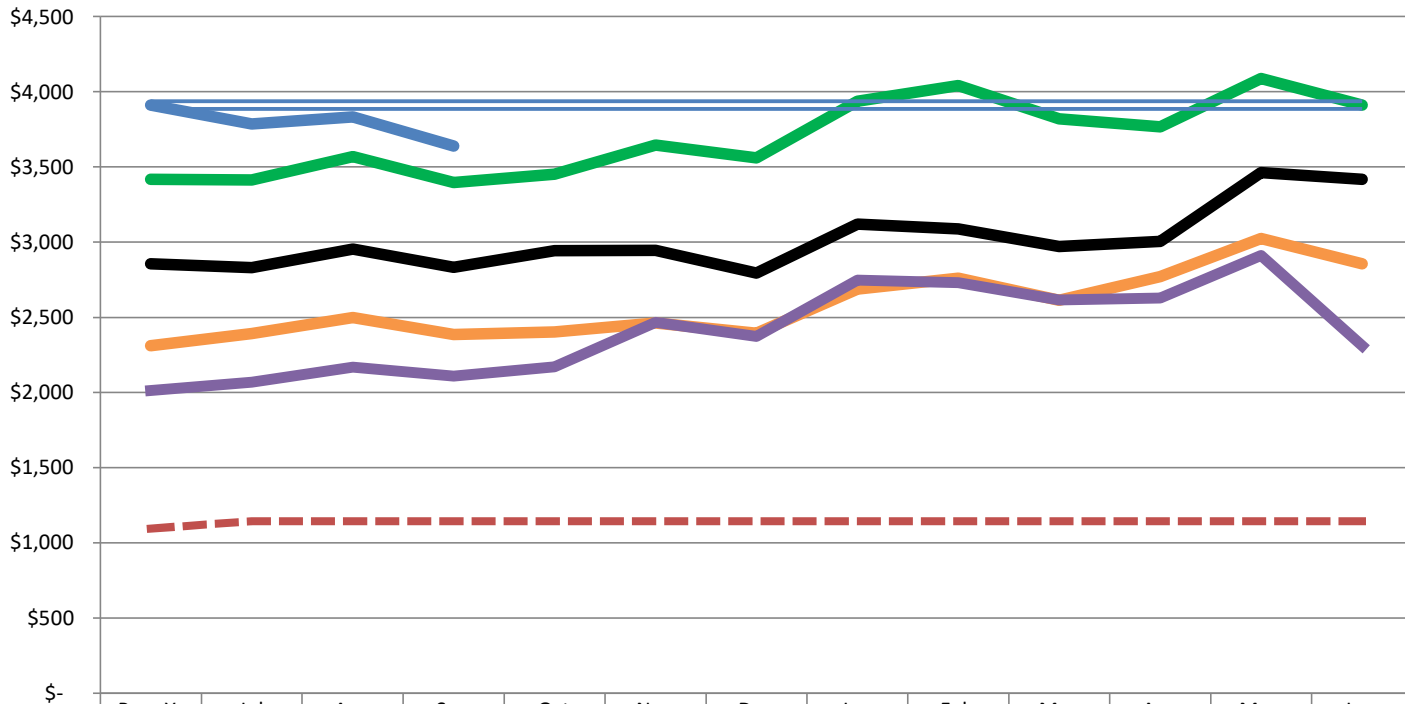
**Attachments:**

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 - September 2023 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2023-24 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<span style="color: blue;">—</span> Cash Balance FY2023-24	\$3,911	\$3,785	\$3,834	\$3,638									
<span style="color: green;">—</span> 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	\$4,087	\$3,911
<span style="color: black;">—</span> 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
<span style="color: orange;">—</span> 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
<span style="color: purple;">—</span> 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
<span style="color: red;">- - -</span> *Reserves (Ops, Cap, Pen)	\$1,095	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145	\$1,145
<span style="color: lightblue;">—</span> Budget FY2023-24	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911	\$3,911

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

	<b>Balance 08/31/23</b>	<b>Revenues In*</b>	<b>Expenses Out*</b>	<b>Transfers</b>	<b>Balance 09/30/23</b>
US Bank	\$ 287,282.18	\$ 370,843.00	\$ (1,680,620.66)	\$ -	\$ (1,022,495.48)
LAIF	\$ 8,816,854.32	\$ -	\$ -	\$ -	\$ 8,816,854.32
Total Cash - General Ledger	<u>\$ 9,104,136.50</u>	<u>\$ 370,843.00</u>	<u>\$ (1,680,620.66)</u>	<u>\$ -</u>	<u>\$ 7,794,358.84</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 9,104,436.50</u>	<u>\$ 370,843.00</u>	<u>\$ (1,680,620.66)</u>	<u>\$ -</u>	<u>\$ 7,794,658.84</u>

**Change in Cash Account Balance - Total** \$ (1,309,777.66)

## Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (1,612,888.01)	
Cash Receipts	\$ 163,596.50	
Payroll Checks and Tax Deposits	\$ (61,816.85)	
Utility Billings - Receipts	\$ 201,330.70	
LAIF Interest	\$ -	
Void CK - Reissued July Check	\$ -	
	<u>\$ (1,309,777.66)</u>	\$ -

\*Does not include transfers between funds

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

Reviewed by: Mike Luken, Interim City Manager  
Mike Luken, Interim City Manager

**City of Colfax**  
**Cash Transactions Report - September 2023**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 3,639,226.17	\$ 132,975.63	\$ -	\$ 3,772,201.80
Fund: 120 - Land Development Fees	\$ 179,571.84	\$ 1,124.60	\$ -	\$ 180,696.44
Fund: 200 - Cannabis Application	\$ 10,260.27	\$ 2,173.82	\$ -	\$ 12,434.09
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 3,829,058.28</b>	<b>\$ 136,274.05</b>	<b>\$ -</b>	<b>\$ 3,965,332.33</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	\$ 856,563.18	\$ 750.00	\$ -	\$ 857,313.18
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 919,617.44</b>	<b>\$ 750.00</b>	<b>\$ -</b>	<b>\$ 920,367.44</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ 144,711.37	\$ -	\$ -	\$ 144,711.37
Fund: 211 - Mitigation Fees - Drainage	\$ 5,531.00	\$ -	\$ -	\$ 5,531.00
Fund: 212 - Mitigation Fees - Trails	\$ 76,836.57	\$ -	\$ -	\$ 76,836.57
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 190,925.42	\$ -	\$ -	\$ 190,925.42
Fund: 214 - Mitigation Fees - City Bldgs	\$ 103,799.12	\$ -	\$ -	\$ 103,799.12
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,669.55	\$ -	\$ -	\$ 22,669.55
Fund: 217 - Mitigation Fees - DT Parking	\$ 44,378.69	\$ -	\$ -	\$ 44,378.69
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 500.00	\$ -	\$ -	\$ 500.00
Fund: 250 - Streets - Roads/Transportation	\$ (45,691.97)	\$ -	\$ -	\$ (45,691.97)
Fund: 253 - Gas Taxes	\$ 15,145.07	\$ -	\$ -	\$ 15,145.07
Fund: 257 - Street /Road - Transit Capital	\$ 47,904.50	\$ -	\$ -	\$ 47,904.50
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 219,341.22	\$ 4,238.96	\$ -	\$ 223,580.18
Fund: 270 - Beverage Container Recycling	\$ 19,585.75	\$ -	\$ -	\$ 19,585.75
Fund: 280 - Oil Recycling	\$ 3,861.88	\$ -	\$ -	\$ 3,861.88
Fund: 290 - SB1383 Implementation Grant	\$ 20,686.58	\$ -	\$ -	\$ 20,686.58
Fund: 292 - Fire Department Capital Funds	\$ 95,634.20	\$ -	\$ -	\$ 95,634.20
Fund: 342 - Fire Construction - Mitigation	\$ 79,470.43	\$ -	\$ -	\$ 79,470.43
Fund: 343 - Recreation Construction	\$ 79,470.91	\$ -	\$ -	\$ 79,470.91
Fund: 367 - SB2 - Planning Grant	\$ (67,175.21)	\$ -	\$ -	\$ (67,175.21)
Fund: 376 - Downtown Streetscape	\$ (52,353.95)	\$ 24,223.36	\$ -	\$ (28,130.59)
Fund: 378 - Zoning Code Update	\$ (36.05)	\$ -	\$ -	\$ (36.05)
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 1,005,195.08</b>	<b>\$ 28,462.32</b>	<b>\$ -</b>	<b>\$ 1,033,657.40</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - GF Capital Projects	\$ -	\$ -	\$ -	\$ -
Fund: 358 - CDBG Pavement	\$ (161,334.92)	\$ -	\$ -	\$ (161,334.92)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (161,334.92)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (161,334.92)</b>
<b>Fund Type: 2.11 - Enterprise Funds</b>				
Fund: 560 - Sewer	\$ 1,725,391.30	\$ 127,143.15	\$ -	\$ 1,852,534.45
Fund: 561 - Sewer Liftstations	\$ 676,555.28	\$ 20,235.17	\$ -	\$ 696,790.45
Fund: 563 - Wastewater Treatment Plant	\$ 1,216,383.69	\$ 57,770.61	\$ -	\$ 1,274,154.30
Fund: 564 - Sewer Connections	\$ 321,774.88	\$ -	\$ -	\$ 321,774.88
Fund: 575 - WWTP Construction Grant	\$ (426,326.67)	\$ -	\$ -	\$ (426,326.67)
Fund: 577 - Capital Projects	\$ -	\$ -	\$ -	\$ -
Fund: 590 - Sewer Consolidation Planning	\$ (1,490.00)	\$ -	\$ -	\$ (1,490.00)
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 3,512,288.48</b>	<b>\$ 205,148.93</b>	<b>\$ -</b>	<b>\$ 3,717,437.41</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ (687.86)	\$ 207.70	\$ -	\$ (480.16)
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ (687.86)</b>	<b>\$ 207.70</b>	<b>\$ -</b>	<b>\$ (480.16)</b>
<b>Grand Totals:</b>	<b>\$ 9,104,136.50</b>	<b>\$ 370,843.00</b>	<b>\$ -</b>	<b>\$ 9,474,979.50</b>

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<b>US BANK Checks</b>								
59776	09/01/23	Reconciled		09/30/23	01416	ALL ELECTRIC MOTORS, INC	PUMP RPR	1,915.26
59777	09/01/23	Reconciled		09/30/23	4591	ASHLYNN SMITH	DEPOT/CITY HALL CLEANING SVC	225.00
59778	09/01/23	Reconciled		09/30/23	13051	BRIAN MACHADO	SMART WAY AUTO DEPOSIT REFUND	500.00
59779	09/01/23	Reconciled		09/30/23	02901	BUREAU VERITAS NORTH AMERICA	PLAN REVIEW	402.50
59780	09/01/23	Reconciled		09/30/23	02901	BUREAU VERITAS NORTH AMERICA	PLAN CHECK	1,832.50
59781	09/01/23	Reconciled		09/30/23	02901	BUREAU VERITAS NORTH AMERICA	PLAN CHECK	1,025.00
59782	09/01/23	Reconciled		09/30/23	02901	BUREAU VERITAS NORTH AMERICA	WWTP ALGEA PLAN CHK	495.00
59783	09/01/23	Reconciled		09/30/23	02901	BUREAU VERITAS NORTH AMERICA	PLAN CHECK	220.00
59784	09/01/23	Reconciled		09/30/23	03562	COMMERCIAL PUMP SERVICE, INC	LS PUMP RPR	5,274.95
59785	09/01/23	Reconciled		09/30/23	04234	DE LAGE LANDEN FINANCIAL	COPY MACH ANNUAL TAX	58.77
59786	09/01/23	Reconciled		09/30/23	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE SEPT 2023	472.79
59787	09/01/23	Reconciled		09/30/23	05221	EOSI - ENVIRONMENT OPERATING	CHEMICALS	10,573.56
59788	09/01/23	Reconciled		09/30/23	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	247.97
59789	09/01/23	Reconciled		09/30/23	07570	GRAINGER	WWTP SUPPLIES	599.14
59790	09/01/23	Reconciled		09/30/23	08501	HOME DEPOT CREDIT SERVICES	WWTP WIRE	138.55
59791	09/01/23	Reconciled		09/30/23	09455	INLAND BUSINESS SYSTEMS	COPY MACH LEASE Q1 23/24	5.63
59792	09/01/23	Reconciled		09/30/23	09540	INTERSTATE SALES	CURB PAINT	262.23
59793	09/01/23	Reconciled		09/30/23	23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASS JULY 2023	759.00
59794	09/01/23	Reconciled		09/30/23	14356	NORTHERN CALIFORNIA GLOVE	PW IVY WIPES	49.84
59795	09/01/23	Reconciled		09/30/23	16040A	PITNEY BOWES	POSTAGE MACH INK	97.91
59796	09/01/23	Reconciled		09/30/23	16821	PSOMAS	WWTP CONST INSPECTIONS JULY	40,979.50
59797	09/01/23	Reconciled		09/30/23	18111	RARE EARTH LANDSCAPE MATERIALS	DOWNTOWN BARK	842.91
59798	09/01/23	Reconciled		09/30/23	18193	RECOLOGY AUBURN PLACER	5% TEETER TAX ROLLS 22-23	407.75
59799	09/01/23	Void	09/11/23		19797	SWANA	LEGISLATIVE TASK FORCE 23/24	0.00
59800	09/01/23	Reconciled		09/30/23	21452	EMMANUEL URSU	PLANNING SVCS JULY 2023	13,887.56
59801	09/01/23	Reconciled		09/30/23	21560	US BANK CORPORATE PMT SYSTEM	STMT 8/22/23	2,037.19
59802	09/01/23	Reconciled		09/30/23	21500	USA BLUE BOOK, INC	LAB TESTING SUPPLIES	762.62
59803	09/01/23	Reconciled		09/30/23	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
59804	09/01/23	Reconciled		09/30/23	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	64.67
59805	09/01/23	Reconciled		09/30/23	23451	WOOD RODGERS	SEWER CONSOLIDATION APP JULY	4,542.50
59806	09/01/23	Reconciled		09/30/23	23451	WOOD RODGERS	SSMP UPDATE JULY 2023	172.50
59807	09/01/23	Reconciled		09/30/23	23451	WOOD RODGERS	WWTP CONST GRANT JULY 2023	30,754.55
59808	09/06/23	Reconciled		09/30/23	03141	CALPERS	HEALTH PREMIUMS SEPT 2023	14,895.30
59809	09/12/23	Printed			1161	49ER WATER SERVICES	WWTP MONTHLY TESTING AUG 2023	2,623.00
59810	09/12/23	Reconciled		09/30/23	01416	ALL ELECTRIC MOTORS, INC	MOTOR RPR	1,484.78
59811	09/12/23	Reconciled		09/30/23	01448	AMERIGAS - COLFAX	SHERIFF PROPANE	7.72
59812	09/12/23	Reconciled		09/30/23	01448	AMERIGAS - COLFAX	DEPOT PROPANE	151.84
59813	09/12/23	Reconciled		09/30/23	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	34.15
59814	09/12/23	Reconciled		09/30/23	01500	ANDERSON'S SIERRA	IRRIGATION LOT OF ART	119.37
59815	09/12/23	Reconciled		09/30/23	01766	AT&T MOBILITY	CITY CELL PHONES AUG 2023	1,435.41
59816	09/12/23	Reconciled		09/30/23	02054	BANNER BANK	I&I CONST RETENTION	86,978.20
59817	09/12/23	Reconciled		09/30/23	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS AUG 2023	6,862.50
59818	09/12/23	Reconciled		09/30/23	03402	CHRIS CUT TREE SERVICE LLC	W OAK TREE REMOVAL	3,300.00
59819	09/12/23	Reconciled		09/30/23	3425	CINTAS	UNIFORM SVCS AUG 2023	533.27
59820	09/12/23	Reconciled		09/30/23	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTER AUG 2023	3,791.95
59821	09/12/23	Reconciled		09/30/23	03562	COMMERCIAL PUMP SERVICE, INC	PUMP RPR	675.00

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<b>US BANK Checks</b>								
59822	09/12/23	Printed			03790	CVCWA-CENTRAL VALLEY CLEAN	ANNUAL MEMBERSHIP FY 23/24	3,350.00
59823	09/12/23	Reconciled		09/30/23	7223	GEOCON CONSULTANTS INC.	WWTP CONS GRANT MAN JUL & AUG	1,625.00
59824	09/12/23	Reconciled		09/30/23	14859	GHD INC.	ENG SVCS JUNE 2023	17,907.50
59825	09/12/23	Reconciled		09/30/23	14859	GHD INC.	CDBG DESIGN AUG 2023	65,724.10
59826	09/12/23	Reconciled		09/30/23	07460	GOLD MOUNTAIN CALIFORNIA	METAL BLDG NOTICE TO BIDDER	244.03
59827	09/12/23	Reconciled		09/30/23	07570	GRAINGER	WWTP SUPPLIES	37.11
59828	09/12/23	Reconciled		09/30/23	08170	HILLS FLAT LUMBER CO	SUPPLIES	1,048.47
59829	09/12/23	Reconciled		09/30/23	8501	HOLT RENEWABLES	WWTP SOLAR CONST PROG PAY	78,330.25
59830	09/12/23	Reconciled		09/30/23	08660	HUNT AND SONS, INC.	FUEL	1,003.77
59831	09/12/23	Reconciled		09/30/23	08660	HUNT AND SONS, INC.	FUEL	1,107.06
59832	09/12/23	Reconciled		09/30/23	8661	HYDROCOMPLIANCE	WWTP CONST GRANT QSP AUG	3,200.00
59833	09/12/23	Reconciled		09/30/23	13239	MCGUIRE & HESTER	I&I CONST AUG 2023	782,803.80
59834	09/12/23	Void	09/13/23		13277	MMANC	ANNUAL MEMBERSHIP 23/24	0.00
59835	09/12/23	Reconciled		09/30/23	013278	MNJ ADVISORS INC.	CITY MANAGER AUG 2023	18,137.69
59836	09/12/23	Reconciled		09/30/23	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS AUG 2023	13,035.75
59837	09/12/23	Reconciled		09/30/23	16035	PG&E	ELECTRICITY	24,964.25
59838	09/12/23	Reconciled		09/30/23	16040A	PITNEY BOWES	Q1 FY 23/24 POSTAGE MACH LEASE	167.84
59839	09/12/23	Reconciled		09/30/23	16200	PLACER COUNTY SHERIFF DEPT.	Q1 FY 23/24 SHERIFF PYMT	230,372.00
59840	09/12/23	Printed			16759	PRESTIGE CHEMICALS	LAWN CARE SUPPLIES	596.13
59841	09/12/23	Reconciled		09/30/23	16040	PURCHASE POWER	POSTAGE REFILL	503.50
59842	09/12/23	Reconciled		09/30/23	18407	RIGHT STRIPING	DOWNTOWN STRIPING REFRESH	8,508.86
59843	09/12/23	Reconciled		09/30/23	19037	SAFE SIDE SECURITY	CORP YARD SECURITY SEPT 2023	155.00
59844	09/12/23	Reconciled		09/30/23	19037	SAFE SIDE SECURITY	WWTP SECURITY SEPT 2023	95.00
59845	09/12/23	Reconciled		09/30/23	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q1 23/24	75.00
59846	09/12/23	Reconciled		09/30/23	19743	WILLIAM STOCKWIN	COLFAX CONN EDITING SEPT 2023	300.00
59847	09/12/23	Reconciled		09/30/23	19797	SWANA	LEG TASK FORCE	750.00
59848	09/12/23	Reconciled		09/30/23	20063	TELSTAR INSTRUMENTS, INC	SMARTCOVER RPRS	1,524.00
59849	09/12/23	Reconciled		09/30/23	21500	USA BLUE BOOK, INC	WWTP SUPPLIES	460.54
59850	09/12/23	Reconciled		09/30/23	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS AUG 2023	7,166.25
59851	09/12/23	Reconciled		09/30/23	22134	VISION QUEST	TECH SUPPORT OCT 2023	3,800.00
59852	09/12/23	Reconciled		09/30/23	22134	VISION QUEST	TECH SUPPORT SUPPLIES	95.90
59853	09/12/23	Reconciled		09/30/23	22240	VULCAN MATERIALS COMPANY	ASPHALT	219.33
59854	09/12/23	Reconciled		09/30/23	22240	VULCAN MATERIALS COMPANY	ASPHALT	147.04
59855	09/12/23	Reconciled		09/30/23	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.77
59856	09/12/23	Reconciled		09/30/23	18883	WAXIE SANITARY SUPPLY	WWTP SUPPLIES	162.88
59857	09/12/23	Reconciled		09/30/23	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	438.68
59859	09/14/23	Void	09/14/23		3555	COLFAX RAILROAD DAYS	EVENT DEPOSIT REFUND	0.00
59860	09/14/23	Reconciled		09/30/23	3555	COLFAX RAILROAD DAYS	EVENT DONATION	2,500.00
59861	09/21/23	Reconciled		09/30/23	01414	ALHAMBRA & SIERRA SPRINGS	WATER	330.26
59862	09/21/23	Reconciled		09/30/23	8062	CATHERINE HANSFORD	SEWER RATE STUDY AUG 2023	545.00
59863	09/21/23	Reconciled		09/30/23	03401	CHOICE BUILDER	PREMIUMS OCT 2023	1,000.44
59864	09/21/23	Reconciled		09/30/23	03458	CITY OF ROCKLIN	PCCOA DINNER	135.00
59865	09/21/23	Reconciled		09/30/23	3468	CIVICWELL	DOWNTOWN STREETSCAPE JULY 2023	12,339.99
59866	09/21/23	Printed			03540	COLFAX LIONS CLUB	EVENT DEPOSIT REFUND	100.00
59867	09/21/23	Printed			03540	COLFAX LIONS CLUB	EVENT DEPOSIT REFUND	100.00
59868	09/21/23	Printed			3555	COLFAX RAILROAD DAYS	EVENT DEPOSIT REFUND	100.00
59869	09/21/23	Reconciled		09/30/23	03558	COLFAX SMOG & AUTO REPAIR	WWTP TRUCK SMOG	100.00
59870	09/21/23	Printed			3562	COLLINS, CHRISTINA	2023 BOOT ALLOWANCE	150.84
59871	09/21/23	Printed			04592	DACOMM	WWTP INTERNET	103.45
59872	09/21/23	Reconciled		09/30/23	6203	FENNEMORE WENDEL	LEGAL MATTER	342.00

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<b>US BANK Checks</b>								
59873	09/21/23	Reconciled		09/30/23	14859	GHD INC.	GEN ENG JULY 2023	11,922.50
59874	09/21/23	Reconciled		09/30/23	07460	GOLD MOUNTAIN CALIFORNIA	ZONING CODE PUBLIC NOTICE	377.18
59875	09/21/23	Reconciled		09/30/23	07460	GOLD MOUNTAIN CALIFORNIA	PUBLIC NOTICE	154.98
59876	09/21/23	Reconciled		09/30/23	07570	GRAINGER	WWTP SUPPLIES	40.23
59877	09/21/23	Reconciled		09/30/23	07570	GRAINGER	WWTP SUPPLIES	74.82
59878	09/21/23	Reconciled		09/30/23	07570	GRAINGER	WWTP SUPPLIES	25.19
59879	09/21/23	Printed			08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	7,783.00
59880	09/21/23	Reconciled		09/30/23	08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT Q1 23/24	612.26
59881	09/21/23	Printed			12201	MARK LEATHERS	2023 BOOT ALLOWANCE	55.14
59882	09/21/23	Reconciled		09/30/23	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	174.00
59883	09/21/23	Reconciled		09/30/23	13188	MALOTT, LORIDEE	EVENT DEPOSIT REFUND	100.00
59884	09/21/23	Reconciled		09/30/23	18400	NAPA AUTO PARTS	SUPPLIES	415.03
59885	09/21/23	Printed			16300	PCWA -PLACER COUNTY	WATER	3,012.90
59886	09/21/23	Reconciled		09/30/23	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	254.02
59887	09/21/23	Reconciled		09/30/23	19320	SOLENIS	WWTP CHEMICALS	5,888.04
59888	09/21/23	Reconciled		09/30/23	21105	UNICO ENGINEERING	MAIDU CONST MAN AUG 2023	443.40
59889	09/21/23	Reconciled		09/30/23	21452	EMMANUEL URSU	PLANNING SVCS AUG 2023	16,969.56
59890	09/21/23	Reconciled		09/30/23	22240	VULCAN MATERIALS COMPANY	ASPHALT	222.47
59891	09/21/23	Reconciled		09/30/23	22240	VULCAN MATERIALS COMPANY	ASPHALT	354.75
59892	09/21/23	Reconciled		09/30/23	22240	VULCAN MATERIALS COMPANY	ASPHALT	324.14
59893	09/21/23	Reconciled		09/30/23	22240	VULCAN MATERIALS COMPANY	ASPHALT	177.38
59894	09/21/23	Reconciled		09/30/23	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	214.93
59895	09/21/23	Reconciled		09/30/23	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	67.87
59896	09/21/23	Reconciled		09/30/23	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL AUG 2023	2,242.00
59897	09/21/23	Reconciled		09/30/23	23453	WM LYLES	WWTP ALGAE REDUCTION SYS	32,400.00

**Total Checks: 121** **Checks Total (excluding void checks): 1,612,888.01**

**Total Payments: 121** **Bank Total (excluding void checks): 1,612,888.01**

**Total Payments: 121** **Grand Total (excluding void checks): 1,612,888.01**





# Staff Report to City Council

## FOR THE OCTOBER 25, 2023 REGULAR CITY COUNCIL MEETING

**From:** Mike Luken, Interim City Manager  
**Prepared by:** Carl Moore, City Engineer  
**Subject:** Metal Storage Buildings Grading and Foundation

*Budget Impact Overview:*

<b>N/A:</b>	<b>Funded:</b> √	<b>Un-funded:</b>	<b>Amount:</b> \$21,874.00	<b>Fund(s):</b> 214/564
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**RECOMMENDED ACTION:** Adopt Resolution \_\_-2023 authorizing the Interim City Manager to award a construction contract to Simpson & Simpson, Inc. in the amount of \$19,885.00 with a 10% contingency in an amount not to exceed \$21,874.00 for grading the two pads and installation of the Corporation Yard foundation for the metal equipment storage buildings at the Public Works Corporation Yard and Waste Water Treatment Plant.

### Summary/Background

City Council adopted Resolution No. 06-2023 authorizing the City Manager to execute a purchase agreement with Viking Steel Structures for the procurement and installation of metal equipment storage buildings at the Public Works Corporation Yard (PWCY) and Wastewater Treatment Plant (WWTP) with a not to exceed amount of \$38,481.

The Viking Steel Structures construction plans includes the design of a reinforced concrete foundation for the larger of the two steel buildings located at the PWCY and soil anchors/anchor rods at the WWTP with no concrete foundation.

The quote for the metal buildings includes the erection of the metal buildings, connection of the metal building to the concrete foundation at the PWCY and installation of the soil anchors/anchor rods at the WWTP but excludes grading the pads and constructing the PWCY reinforced concrete foundation.

The scope of work for both metal building locations includes a 3-inch thick layer of aggregate base across the entire building pad.

The grading and foundation project included both metal building locations and was advertised to bid in September, 2023; a mandatory pre-bid conference was held on September 21, 2023; and bids were opened on October 5, 2023. A total of 4 bidders attended the pre-bid conference and a total of 3 bidders submitted bids with costs ranging from \$19,885.00 to \$68,100.00. Simpson & Simpson, Inc. was determined to be the responsible Bidder with the lowest responsive Bid.

### Grading and Foundation Project

Vendor	Cost
Simpson & Simpson, Inc	\$19,885.00
Swierstok Enterprise, Inc. dba Pro Builders	\$68,100.00
McGuire and Hester	\$30,900.00

**Conclusions and Findings**

Staff recommends that City Council authorize the Interim City Manager to award a construction contract to Simpson & Simpson, Inc. for the grading and foundation project for the metal equipment storage buildings at the PWCY and WWTP, with a not to exceed amount of \$21,874.00.

**Fiscal Impact**

The fiscal impact of this purchase agreement is for a not to exceed amount of \$21,874.00, which includes a 10% contingency.

This purchase agreement brings the total project budget to \$60,355 including the previously approved contract with Viking Steel for procurement and installation.

This project is funded by Fund 214 – Mitigation Fees City Buildings (PWCY structure) and Fund 564 – Sewer Connections (WWTP structure).

**Attachments:**

1. Resolution \_\_-2023
2. Resolution 06-2023
3. Agreement

# City of Colfax

## City Council

### Resolution No. \_\_-2023

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ADOPT RESOLUTION \_\_ - 2023 AUTHORIZING THE INTERIM CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT TO SIMPSON & SIMPSON, INC. IN THE AMOUNT OF \$19,885.00 WITH A 10% CONTINGENCY IN AN AMOUNT NOT TO EXCEED \$21,874.00 FOR GRADING THE TWO PADS AND INSTALLATION OF THE CORPORATION YARD FOUNDATION FOR THE METAL EQUIPMENT STORAGE BUILDINGS AT THE CORPORATION YARD AND WASTE WATER TREATMENT PLANT.

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**WHEREAS**, On January 25, 2023, the City Council adopted Resolution No. 06-2023 authorizing the City Manager to execute a purchase agreement with Viking Steel Structures for the procurement and installation of metal equipment storage buildings at the Public Works Corporation Yard (PWCY) and Wastewater Treatment Plant (WWTP) with a not to exceed amount of \$38,481.; and,

**WHEREAS**, The Viking Steel Structures construction plans includes the design of a reinforced concrete foundation for the larger of the two steel buildings located at the PWCY and soil anchors/anchor rods at the WWTP with no concrete foundation.; and,

**WHEREAS**, The quote for the metal buildings includes the erection of the metal buildings, connection of the metal building to the concrete foundation at the PWCY and installation of the soil anchors/anchor rods at the WWTP but excludes grading the pads and constructing the PWCY reinforced concrete foundation; and,

**WHEREAS**, The grading and foundation project included both metal building locations and was advertised to bid in September, 2023; a mandatory pre-bid conference was held on September 21, 2023; and bids were opened on October 5, 2023. A total of 4 bidders attended the pre-bid conference and a total of 3 bidders submitted bids with costs ranging from \$19,885.00 to \$68,100.00. Simpson & Simpson, Inc. was determined to be the responsible Bidder with the lowest responsive Bid.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the Interim City Manager to award a construction contract with Simpson & Simpson, Inc. for the grading and foundation project for the metal equipment storage buildings at the PWCY and WWTP, with a not to exceed amount of \$21,874.00.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 25th day of October 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 of Colfax

## City Council

### Resolution № 06-2023

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AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH VIKING STEEL STRUCTURES FOR THE PROCUREMENT AND INSTALLATION OF METAL EQUIPMENT STORAGE BUILDINGS AT THE PUBLIC WORKS CORPORATION YARD AND WASTE WATER TREATMENT PLANT WITH A NOT TO EXCEED AMOUNT OF \$38,481

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**WHEREAS**, FY 2022/2023 City Budget approval by City Council on June 8, 2022, included the purchase of two storage buildings to protect city equipment. City staff solicited three quotes for metal equipment storage buildings to house the growing equipment fleet utilized by Public Works and Waste Water; and

**WHEREAS**, three proposals were received from Viking Steel Structures, Coast to Coast Carports and Foothill Sheds; and

**WHEREAS**, After reviewing all three proposals, Viking Steel Structures was selected as the lowest qualified bid in the amount of \$34,984, and included a 10% contingency bringing the total to \$38,481.

**NOW THEREFORE, BE IT RESOLVED** the City Council of the City of Colfax authorizes the City Manager to execute a purchase agreement with Viking Steel Structures for the acquisition and installation of metal equipment storage buildings at the Public Works Corporation Yard and Waste Water Treatment Plant, with a not to exceed amount of \$38,481,

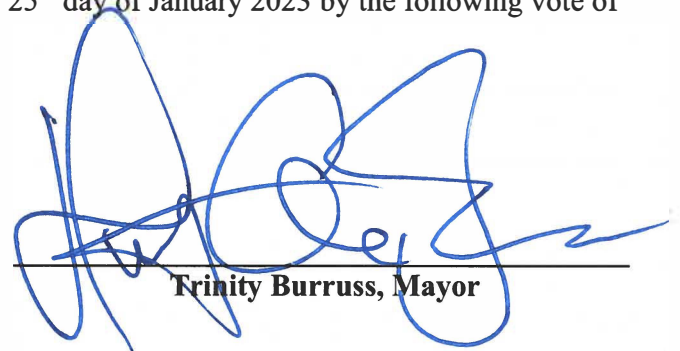
**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of January 2023 by the following vote of the Council:

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

**NOES:**

**ABSTAIN:**

**ABSENT:**

  
Trinity Burruss, Mayor

**ATTEST:**

  
Marguerite Bailey, City Clerk

## **AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **26<sup>th</sup> day of October, 2023** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and Simpson & Simpson, Inc. (“Contractor”).

### **RECITALS**

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

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

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

#### **Section 1. Services.**

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

#### **Section 2. Time of Completion.**

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

#### **Section 3. Compensation.**

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

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

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

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

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

#### **Section 4. Professional Ability; Standard of Quality.**

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

#### **Section 5. Indemnification.**

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

#### **Section 6. Insurance.**

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

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

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

### **Section 7. Subcontracts.**

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



**Section 8. Assignment.**

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

**Section 9. Entire Agreement.**

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

**Section 10. Jurisdiction.**

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

**Section 11. Suspension of Services.**

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

**Section 12. Termination of Services.**

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

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

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

### **Section 13. Independent Contractor.**

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

### **Section 14. Ownership of Documents.**

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

### **Section 15. Changes and/or Extra Work.**

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

Contractor and the necessary City officials before the extra and/or changed Services are provided.

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

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

### **Section 17. Retention of Records.**

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

### **Section 18. Alternative Dispute Resolution**

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

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

- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

### **Section 19. Severability.**

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

### **Section 20. Entire Agreement; Amendment.**

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

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

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

### **Section 22. Written Notification.**

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

If to City:	City of Colfax 33 S. Main Street Colfax, CA 95713
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If to Contractor:

Simpson & Simpson  
 10001 Ophir Road  
 Newcastle, CA 95658

**Section 23. Execution.**

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

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

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

**Section 26. Liquidated Damages.** Contractor and Owner recognize that time is of the essence as stated in Section 2 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Exhibit A, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$100** for each day that expires after the time specified in Exhibit A for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$100** for each day that expires after the time specified in Exhibit A for completion and readiness for final payment until the Work is completed and ready for final payment.

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

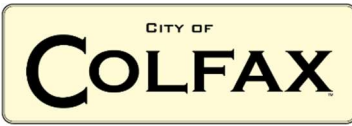
CITY \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

CONTRACTOR  
 Signature \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

APPROVED AS TO FORM:

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City Attorney



# Staff Report to City Council

## FOR THE OCTOBER 25, 2023 REGULAR CITY COUNCIL MEETING

**From:** Mike Luken, Interim City Manager  
**Prepared by:** Laurie Van Groningen, Finance Director  
**Subject:** Mitigation Impact Fees – Annual Report

*Budget Impact Overview:*

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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**RECOMMENDED ACTION:** Conduct public hearing, review the annual report, consider public and staff comments, accept the report and adopt Resolution \_\_-2023: Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq)

### Summary/Background

The State of California, through the enactment of Government Code Section 66000 et seq. (the “Mitigation Fee Act”), conferred upon local government units authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act.

Colfax Municipal Code §3.56.120B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed public hearing. At the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed. The Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed.

The City maintains separate fund accounts for each mitigation fee type. The City has established the following Mitigation Impact Fees:

1. Fund 210 - Roads
2. Fund 211 - Drainage
3. Fund 212 - Trails
4. Fund 213 - Parks and Recreation
5. Fund 214 - City Buildings
6. Fund 215 - City Vehicles
7. Fund 217 - Downtown Parking
8. Fund 342 - Fire Construction Fees
9. Fund 343 - Recreation Construction Fees

These funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected. A detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report.

Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent. State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees. The report must

include (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)), (2) the amount of the fee (Government Code §66006(b)(1)(B)), (3) the beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)), (4) the amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)), (5) an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)), (6) an identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)), (7) a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and (8) the amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded.

### Public Notice

This report was available at City Hall counter by: October 11, 2023

Notice of Public Hearing was published: Auburn Journal October 14, 2023

Staff recommends that Council Accepts And Approves the Annual AB 1600 Mitigation Fee Report And Makes Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq).

### Attachments:

1. Resolution \_\_-2023
2. Annual AB1600 Report
3. Mitigation Fee Schedule

The 2006 Mitigation Fee Study and 2006 Mitigation Fee Council Minutes are available at City Hall.



# City of Colfax

## City Council

### Resolution No. \_\_-2023

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ACCEPTING AND APPROVING THE ANNUAL AB 1600 MITIGATION FEE REPORT AND MAKING FINDINGS PURSUANT TO COLFAX MUNICIPAL CODE CHAPTER 3.56 AND THE MITIGATION FEE ACT (GOVERNMENT CODE §66000 Et Seq)

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**WHEREAS**, the State of California, through the enactment of Government Code Section 66000 et seq. (the “Mitigation Fee Act”), conferred upon local government unit’s authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project; and,

**WHEREAS**, the City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act; and,

**WHEREAS**, Colfax Municipal Code §3.56.120B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed public hearing; and,

**WHEREAS**, at the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed; and,

**WHEREAS**, the Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed; and,

**WHEREAS**, the City maintains separate fund accounts for each mitigation fee type. The City has established the following Mitigation Impact Fees:

1. Fund 210 - Roads
2. Fund 211 - Drainage
3. Fund 212 - Trails
4. Fund 213 - Parks and Recreation
5. Fund 214 - City Buildings
6. Fund 215 - City Vehicles
7. Fund 217 - Downtown Parking
8. Fund 342 - Fire Construction Fees
9. Fund 343 - Recreation Construction Fees; and,

**WHEREAS**, these funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected; and,

**WHEREAS**, a detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report; and,

**WHEREAS**, Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent; and,

**WHEREAS**, State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees; and,

**WHEREAS**, the report must include (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)) , (2) the amount of the fee (Government Code §66006(b)(1)(B)), (3) the beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)), (4) the amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)), (5) an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)), (6) an identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)), (7) a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and (8) the amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded; and,

**WHEREAS**, on October 25, 2023, pursuant to notice duly published and posted, the Colfax City Council opened a public hearing for the purpose of (1) reviewing the Mitigation Fee Report and the Mitigation Impact Fees and determining whether the Mitigation Impact Fee amounts continue to be reasonably related to the impact of development, (2) determining whether the described facilities are still needed, (3) determining whether the Mitigation Impact Fees should be revised to include additional projects not previously foreseen as being needed and (4) making other findings required by law; and,

**WHEREAS**, on October 25, 2023, the public hearing was closed after all public comments were received.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by reference.
2. Based upon all of the evidence in the record before it and the comments received from the public, the Colfax City Council hereby finds and determines:
  - a. The purpose to which each Mitigation Impact Fee identified in the Mitigation Fee Report is to be applied is adequately identified in Colfax Municipal Code §3.56.050 and the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended.
  - b. It has been adequately demonstrated that there continues to be a reasonable relationship between each Mitigation Impact Fee and the purpose for which it is charged.
  - c. To the extent any improvements to be funded by Mitigation Impact Fees remain incomplete, the sources and amount of funding are identified in the Major Projects and Mitigation Fee Study dated August 14, 2006 as amended and include without limitation future development projects in Colfax.
  - d. The approximate dates on which funding for all projects to be funded by Mitigation Impact Fees will be deposited into the appropriate Mitigation Impact Fee Account or fund is presently unknown because development within the City is unpredictable but is estimated to beat approximately the same time as future development occurs.
  - e. The amounts of the Mitigation Impact Fees continue to be reasonably related to the impact of development.

- f. The public facilities described in the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended, and as provided in Colfax Municipal Code §3.56.050 are still needed.
- 3. The Mitigation Fee Report is hereby approved.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 25<sup>th</sup> day of October 2023 by the following vote of Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Trinity Burruss, Mayor**

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**Marguerite Bailey, City Clerk**

**City of Colfax**  
**Annual Report on Mitigation Fees Per Government Code 66000**  
**AB1600 Statement - Fiscal Year 2022-2023**

**Analysis of Change in Fund Balance**

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Fire Construction 342	Recreation Construction 343	Total
Beginning Balance 07/01/22	\$ 141,491.04	\$ 5,407.90	\$ 75,126.68	\$ 192,396.49	\$ 101,489.23	\$ 22,165.06	\$ 43,391.10	\$ 75,976.18	\$ 75,976.65	\$ 733,420.33
<b>REVENUE</b>										
Fees Collected*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,040.00	\$ 1,040.00	\$ 2,080.00
Interest Earnings	\$ 3,220.33	\$ 123.10	\$ 1,709.89	\$ 4,378.93	\$ 2,309.89	\$ 504.49	\$ 987.59	\$ 1,739.27	\$ 1,739.28	\$ 16,712.77
Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers in	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 3,220.33	\$ 123.10	\$ 1,709.89	\$ 4,378.93	\$ 2,309.89	\$ 504.49	\$ 987.59	\$ 2,779.27	\$ 2,779.28	\$ 18,792.77
<b>EXPENDITURES</b>										
Project Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,403.68	\$ -	\$ -	\$ 9,403.68
Refunds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,403.68	\$ -	\$ -	\$ 9,403.68
Revenue Over/(Under) Expenditures	\$ 3,220.33	\$ 123.10	\$ 1,709.89	\$ 4,378.93	\$ 2,309.89	\$ 504.49	\$ (8,416.09)	\$ 2,779.27	\$ 2,779.28	\$ 9,389.09
<b>Ending Balance at 06/30/23</b>	<b>\$ 144,711.37</b>	<b>\$ 5,531.00</b>	<b>\$ 76,836.57</b>	<b>\$ 196,775.42</b>	<b>\$ 103,799.12</b>	<b>\$ 22,669.55</b>	<b>\$ 34,975.01</b>	<b>\$ 78,755.45</b>	<b>\$ 78,755.93</b>	<b>\$ 742,809.42</b>

**Expenditures by Project**

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total	Percentage Funded with Mitigation Fees
Project: Downtown Streetscape	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,404	\$ -	\$ -	\$ 9,404	11%
Project:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
Project:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	100%
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Expenditures by Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,404	\$ -	\$ -	\$ 9,404	

**MITIGATION FEE BY LANDUSE & TYPE  
COLFAX MITIGATION FEE STUDY**

Mitigation Fee 3.56		Single	Multi	Office	Retail	Industrial
Item	Code/Ordinance Section	Family	Family	Building	Building	Building
		per unit	per unit	per 1000 sf	per 1000 sf	per 1000 sf
Roads	3.56.030A	\$ 1,802	\$ 1,301	\$ 5,285	\$ 6,342	\$ 1,172
Drainage Study	3.56.030B	\$ 74	\$ 48	\$ 57	\$ 68	\$ 43
Drainage systems on e-w culverts	3.56.030C	\$ 3,416	\$ 2,216	\$ 2,616	\$ 3,139	\$ 1,962
Trails	3.56.030D	\$ 1,125	\$ 787	\$ 35	\$ 31	\$ 12
Park & Rec.	3.56.030E	\$ 5,731	\$ 4,011	\$ 178	\$ 160	\$ 63
City Buildings	3.56.030F	\$ 684	\$ 494	\$ 2,007	\$ 2,409	\$ 445
City Vehicles	3.56.030G	\$ 130	\$ 94	\$ 380	\$ 456	\$ 84
Downtown Parking	3.56030H	\$ 581	\$ 420	\$ 1,705	\$ 2,046	\$ 378
Mitigation Fee Study		\$ -	\$ -	\$ -	\$ -	\$ -
				sf building, example		
		per unit	per unit	Totals for a		10,000
Total		\$ 13,543	\$ 9,372	\$ 122,628	\$ 146,522	\$ 41,595
Totals areas not using e-w culverts		\$ 10,126	\$ 7,156	\$ 96,465	\$ 115,128	\$ 21,974