

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

February 12, 2025

Regular Session 6:00 PM

Simultaneous Teleconference Locations

(32.6393294, -110.5072431) Tom Rhodes Ranch Rd
Pinal County, AZ

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

ZOOM at

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

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

849 6857 0574

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468

View Only on Facebook Live on our City of Colfax page: City of Colfax, California.

You may also submit written comments to the City Clerk via email at

city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

1 OPEN SESSION

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

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

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

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

2 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

2A. **Minutes**

Recommended Action: By Motion, approve the Colfax City Council minutes of 1/22/2025.

Pages 4-7

2B. **Quarterly Investment Report – Quarter ended December 31, 2024**

Recommended Action: Accept and File.

Pages 8-17



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.

February 12, 2025

2C. **Agreement with ICSystems to Perform Claims Collections for the City** Pages 18-23
Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to execute an agreement with ICSystems to perform Small Claims Collections for the City.

2D. **Council Committee Assignments** Pages 24-27
Recommended Action: Approve amended City Council Committee Assignments for 2025.

2E. **City Projects Report** Pages 28-32
Recommended Action: Review and Comment.

*** End of Consent Calendar ***

3 **AGENCY REPORTS**

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

3B. **California Highway Patrol**

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

3D. **Non-Profits**

4 **PRESENTATIONS (NONE)**

5 **PUBLIC HEARING (NONE)**

6 **PUBLIC COMMENT**

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

7 **COUNCIL AND STAFF**

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

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

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

8 **COUNCIL BUSINESS**

8A. **Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order – Wastewater Treatment Plant Equipment Purchase** Pages 33-45
Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to execute an agreement with Hach Company for 6 LDO meters, 1 Nitrate meter, 1 SC4500 Controller unit and 1 SC1000 controller unit for \$45,204.45.

8B. **Filter Panels for Filtration Unit at the Wastewater Treatment Plant – Single Source Purchase** Pages 46-63
Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to execute an agreement with Veolia Water Technologies Inc. for Original Equipment Manufactured Filtration Panels for the Filtration units at the Wastewater Treatment Facility.



8C. City Manager’s Performance Evaluation and Merit-Based Compensation Adjustment

Recommended Action: Receive and File.

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 (NONE)

11 ADJOURNMENT

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



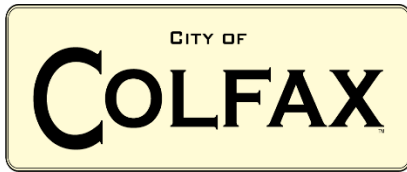
Amanda Ahre, City Clerk

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

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



City Council Minutes



Regular Meeting of Colfax City Council
Wednesday, January 22, 2025

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 Pro Lomen called the Open Session to order at 6:00 p.m.

1B. Pledge of Allegiance – Mike Maynard lead the Pledge of Allegiance.

1C. Roll Call

Present: , Councilmember Douglass, Councilmember Hillberg, Mayor Pro Tem McCully, Mayor Lomen

Absent: Councilmember Burruss

1D. Approval of Agenda Order

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

AYES: Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss

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

2 CONSENT CALENDAR

Mayor Lomen had a request to pull item 2D from the Consent Calendar.

2A. Minutes

Recommended Action: By Motion, approve the Colfax City Council minutes of 1/22/2025.

2B. Cash Summary – December 2024

Recommended Action: Accept and File.

2C. City Project Report

Recommended Action: Review and Comment.

MOTION made by Mayor Pro Tem McCully to approve all but 2D from the consent calendar, Seconded by Councilmember Douglass, and approved by the following vote:

AYES: Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss

2D. New Sidewalk Repair Maintenance and Liability Ordinance

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

Mike Maynard questioned the difference between legal sidewalks, walkways, and ADA approved sidewalks, and homeowner responsibility regarding snow removal.

Deborah Frankel questiond if there was a record of City trees, and how to find out if the trees in front of homes are City or privately owned.

Theresa Gibson passed out pictures to Council of poorly maintained sidewalks and inaccessible sidewalks to people walking, using stroller, or wheelchairs on Canyon Way.

Councilmember Hillberg would like to see clarification in the Ordinance differentiating City owned trees and personal owned trees.

Item was pulled from the agenda, direction to staff is to add a provision differentiating between City owned trees and personally owned trees, damage caused by City Equipment, and City Employees.

3 **Agency Reports**

- 3A. **Placer County Sheriff’s** – Sergent Williams stated that extra patrols on Carpenter Rd that lead to two people with warrants out of Nevada County being arrested, and an illegal fire being extinguished. He also clarified a social media post made about the Colfax Pharmacy, he clarified that there was no attempt at a break in, there have been no calls for the stalking of women, and that the response time in that post was exaggerated.
- 3B. **CHP** – Officer Lyman was available for questions, but had no new statistics to report.
- 3C. **Placer County Fire/CALFIRE** – Battalion Chief Siebert reported that 12 engines have been sent to assist in the Sothern California Fires. He also commented that with new funding, they will be hiring 5 new engines.
- 3D. **Non-Profits** – Erin Newington with the Colfax Area Historic Downtown Association announced they will be holding a meeting January 29th to help create one unified calendar for the City of Colfax Events.

4 **PRESENTATION**

- 4A. **Seniors First – Placer Rides Program**
Recommended Action: Receive Presentation

Mark Hall from Seniors First and Placer Rides gave a presentation about this service.

Theresa Gibson questioned monthly payments, tax logs, and clarified the \$.70/mile.

Mayor Pro Tem McCully questioned eligible trips, and requested an updated 2025 flyer for the program.

Councilmember Hillberg asked where the funding for the program comes from.

5 **PUBLIC HEARING (NONE)**

6 **PUBLIC COMMENT**

Trinity Burruss commented that she would be participating as a member of the public this evening due to being called into work and not having enough time to notice a remote location.

7 **COUNCIL AND STAFF**

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

Councilmember Douglass attended the Auburn City Council meeting where there was a presentation by Johnathan Wright, Community Economic Developer. They discussed ways to regulate vacancies in commercial buildings, and he would like to review Auburn’s Ordinance once complete on this topic to see if it would be applicable for Colfax.

Councilmember Hillberg had nothing to report.

Mayor Pro Tem McCully attended a Heritage Park meeting, a SACOG meeting, and the Lion’s Crab feed.

Mayor Lomen attended a Pioneer Energy meeting where rats and biomassed waste energy was discussed. Tomorrow evening is a Sierra Fire Safe meeting.

7B. City Operations Update – City Manager

City Manager Walker has registered for the Capital-to-Capital program in May. He reported that the City Planner is working on the City’s Historic Inventory, Public Works is working on potholes and cleaning up vegetation around the City, and that staff is finalizing the scoring of the proposals received for the CalOES Home Hardening Grant.

8

COUNCIL BUSINESS

8A. Council Committee Assignments

Recommended Action: Approve City Council Committee Assignments for 2025.

No Public comment on this item.

Council discussed proposed changes. Mayor Pro Tem McCully would like to see the youth commissions become more active.

MOTION made by Mayor Pro Tem McCully to approve committee assignments for 2025, Seconded by Councilmember Douglass, and approved by the following vote:

AYES: Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss

8B. Discuss the Temporary Improvements for Final Consideration Prior to Beginning Installation of Long-Term Equipment – Outdoor Dining Area – North Main St.

Recommended Action: Discuss and give direction.

Mayor Pro Tem McCully recused herself from this item.

City Manager Walker gave a brief overview of the history of the Outdoor Dining area.

Downtown Business and property owners including Chris McNabb, Blooming Mountain Flowers, Tammi Hampshire, Owner of 38 N Main, Kelly Moore, Snapdragon, Taylor Moore, Snapdragon, Caroline Presson, The Wrecking Crew, and Erin Newington, Colfax Area Historic Downtown Association, discussed the importance of an outdoor community space downtown. They also discussed concerns about parking, the cleaning responsibility of the outdoor space, and concerns over the ABC License of Main Street Pizza/The Basement in regards to beer/wine consumption in the outdoor seating area.

Zack LaFerrier, City worker for Grass Valley, cautioned the Council about cleaning the area, Public Works’ time being involved in cleaning and maintaining the area, as well as businesses potentially arguing over the area.

Council discussed this item further. Direction was given to staff to schedule a Public Workshop in the next 30 days and to continue working with business owners to be able to bring a design to the Public Workshop.

9 **GOOD OF THE ORDER**

Councilmember Douglass had nothing to report.

Councilmember Hillberg had nothing to report.

Mayor Pro Tem McCully thanked City Attorney Conor Harkins for his insights during the meeting.

Mayor Lomen had nothing to report.

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

Trinity Burruss reminded everyone that any future meetings regarding the Outdoor Seating Area on North Main St will need to be publicly noticed to be within the City’s purview, any outside meetings will be irrelevant to the upcoming Public Workshop.

Mayor Lomen called for a 5 min recess.

10 **CLOSED SESSION**

Mayor Lomen called Council back to order at 8:24 pm.

10A. **Public Comment (On Closed Session Items Only)**

No public comment on Closed Session Item.

10B. **By Consensus of the Council, adjourn to a Closed Session**

Council adjourned to a Closed Session at 8:24 pm.

10C. **Roll Call**

Present: Douglass, Hillberg, McCully, Lomen

Absent: Burruss

10D. **Public Employee Performance Evaluation (Gov. Code §54957)**

The City Council conducted a performance evaluation of the City Manager and found that his job performance in 2024 was exemplary, and met the threshold for a merit increase in accordance with his contract. Approval of the contract will be a separate agenda item. The finding was approved by the following Councilmembers:

Lomen, McCully, Hillberg, and Douglass.

Burruss was absent.

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Pro Tem McCully adjourned the meeting, by motion and without objection at 9:07 p.m. Respectfully submitted to City Council this 12th day of February, 2025.



Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE FEBRUARY 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Quarterly Investment Report – Quarter ended December 31, 2024

Budget Impact Overview:

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

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

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

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

The City’s investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City’s allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months of financial obligations. The budget for fiscal year 2024-2025 reflects just over \$5.3M in annual operating expenditures; therefore, our target for liquid short-term securities would be \$2.65M.

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

- The investments held at December 31, 2024 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City’s investment pool (US Bank and LAIF) to be the rate of 4.08% for the quarter ended December 31, 2024.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period January 1, 2025, through June 30, 2025.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

Attachments:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 12/31/2024)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2024-2025
Report Date: 12/31/24

Quarter Ended 12/31/2024					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 6,717,806	93%	4.48%
Corporate Checking	US Bank	N/A	\$ 534,434	7%	0.19%
Total Investment Pool			\$ 7,252,239	100%	4.08%

Quarter Ended 09/30/2024					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,407,151	89%	4.56%
Corporate Checking	US Bank	N/A	\$ 888,709	11%	0.16%
Total Investment Pool			\$ 8,295,861	100%	4.24%



PMIA/LAIF Performance Report as of 01/22/25



Quarterly Performance Quarter Ended 12/31/24

LAIF Apportionment Rate ⁽²⁾ :	4.62
LAIF Earnings Ratio ⁽²⁾ :	0.00012664187216722
LAIF Administrative Cost ^{(1)*} :	0.28
LAIF Fair Value Factor ⁽¹⁾ :	0.999621985
PMIA Daily ⁽¹⁾ :	4.40
PMIA Quarter to Date ⁽¹⁾ :	4.48
PMIA Average Life ⁽¹⁾ :	252

PMIA Average Monthly Effective Yields⁽¹⁾

December	4.434
November	4.477
October	4.518
September	4.575
August	4.579
July	4.516

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 12/31/24 \$155.4 billion

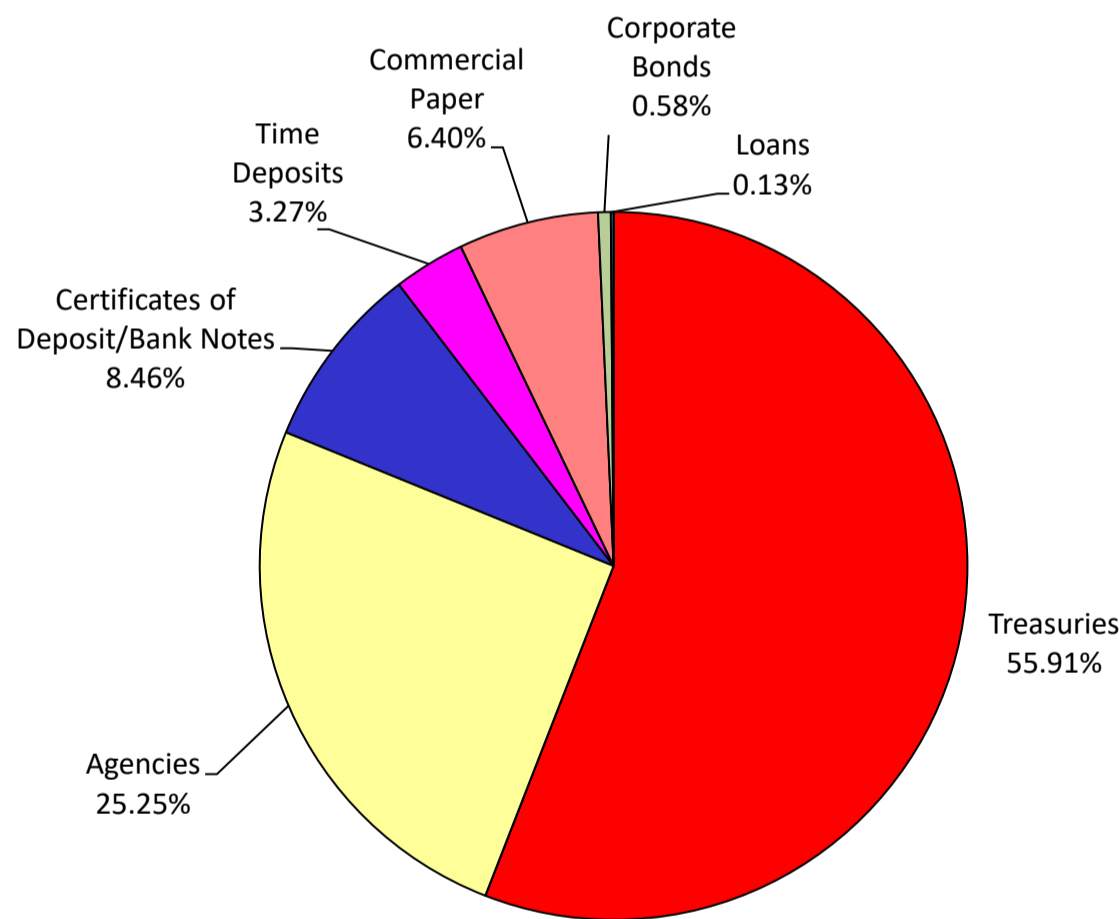


Chart does not include \$1,239,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

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

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



California State Treasurer
Fiona Ma, CPA



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LOCAL AGENCY INVESTMENT FUND

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575	4.518	4.477	4.434

* Revised

City of Colfax City Council

Resolution № 29-2014

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

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

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

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

Whereas, the Council has reviewed the attached policies,

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

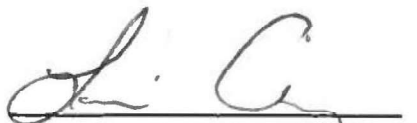
Passed and Adopted this 8th day of October by the following vote:

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



Tony Hesch, Mayor

ATTEST:



Lorraine Cassidy, City Clerk

CITY OF COLFAX ADMINISTRATIVE POLICIES AND PROCEDURES

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

SCOPE AND AUTHORITY

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

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

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

INVESTMENT OBJECTIVES

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

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

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

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

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

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

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

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

INVESTMENT STRATEGY

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

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

ALLOWABLE INVESTMENT INSTRUMENTS

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

REPORTING REQUIRMENTS

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

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

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

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

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

INTERNAL CONTROLS AND GENERAL GUIDELINES

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

Controls deemed most important include:

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

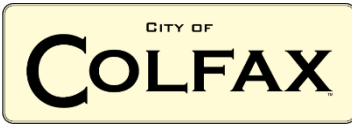
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

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

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

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

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



Staff Report to City Council

FOR THE FEBRAURY 12, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Agreement with ICSystems to Perform Claims Collections for the City.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s): 400
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RECOMMENDED ACTION: Adopt Resolution __-2024 authorizing the City Manager to execute an agreement with ICSystems to perform Small Claims Collections for the City.

Summary/Background

The City Finance staff has requested the City contracts with ICSystems to perform small claims matter where a motorist hit the City's roundabout sign without insurance.

Conclusions and Findings

City Finance Staff researched different collection companies and their programs and are recommending ICSystems to perform this type of work for the City.

Fiscal Impacts

\$75.00

Attachments:

1. Resolution __-2025
2. ICSystems Agreement

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH ICSYSTEMS TO PERFORM CLAIMS COLLECTIONS FOR THE CITY.

WHEREAS, The City Finance staff has requested the City contracts with ICSystems to perform small claims matter where a motorist hit the City’s roundabout sign without insurance; and,

WHEREAS, City Finance Staff researched different collection companies and their programs and are recommending ICsystems to perform this type of work for the City; and,

WHEREAS, the City of Colfax wishes to execute an agreement ICsystems to perform collection services.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with ICsystems to perform collection services.

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

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

ATTEST:

Amanda Ahre, City Clerk

Sean Lomen, Mayor

InstiCollect® Agreement

Client #

ACCOUNT TREATMENT OVERVIEW

- ✓ \$50 minimum balance size required
- ✓ Submit as many accounts as you choose
- ✓ Collection efforts begin within one business day

PHASE I

After the one-time \$75 setup fee, IC System receives a 35% fee on all recoveries.

Proactive Letters

1 or more letters sent on qualifying accounts of \$50 or larger balance.

Outbound Phone Attempts from US-Based Collections Professionals

Up to 31 outbound phone attempts in the first 120 Days based on modeling.

Skip Tracing

Automated skip tracing upon placement for all debts.

Credit Reporting

Eligible accounts over \$50 receive Credit Reporting. NOTE: Effective 3/30/2023, the Credit Bureaus will require a minimum balance of \$500 for healthcare accounts.

Inbound Call Handling

Outbound phone attempts and letter strategies drive return phone calls from consumers to IC System.

Intelligent Collections Strategies

Responsive collections based on dynamic changes in each account.

Client Portal

On-demand data access to your account activity through our secure client portal. Submit debts via our online Client Portal or upload batch files.

PHASE II

Accounts automatically roll to Phase II at day 181.

Contingency Fee of 50% includes:

Additional outbound phone attempts based on modeling, scoring, and strategy.

Additional letters based on modeling, scoring, and strategy.

Plus:

Credit Monitoring

We monitor eligible accounts for changes in the consumer's credit profile that may lead to resolution.

Non-Litigation Attorney Referral

Create urgency with calls and letters from an attorney on IC System's behalf.

AGREEMENT DETAILS

1. I.C. System, Inc. (IC) will work to recover amounts due to

Client gives IC full and exclusive authority to collect its unpaid accounts placed for collection, including the authority to accept and negotiate payments. Client shall refer all consumer communications to IC during the term of this Agreement. IC shall undertake all collection efforts through proper and lawful means, in compliance with applicable laws and regulations.

2. Service provided by IC. Clients may place accounts for collection from the date of this Agreement until the Agreement is terminated by either party. Fees due to IC from Client include all of the following:

- a non-refundable service fee of **\$75.00**
- applicable state tax of \$ _____
- a fee of thirty-five percent (35%) on all amounts realized, which includes the return of merchandise, product or equipment on each Consumer or Commercial account.

If notice of dispute as to the fees due and owing by Client to IC is not received, in writing, by IC within sixty (60) days after the date IC provides the monthly billing statement to Client, Client shall be deemed to have approved and accepted such reported dollars collected and fees as due and owing and shall have waived any right to object to the amounts due to IC.

3. Withdrawals. Upon the withdrawal of an account by Client, the regular fee will apply to any amounts paid as of the date of withdrawal or promised as of that date. If Client requests an account withdrawal within 9 months of placement, or if Client does not respond to a disputed account within the requisite time under applicable law, Client will be billed 15% of the account balance. IC reserves the right to remove and withdraw any account from collections at its discretion without penalty to Client.

4. Client is responsible for providing accurate and up-to-date account information: Client agrees to provide accurate information on each account and promptly report any payments it receives on accounts placed with IC. Client agrees it will not place accounts for collection if the consumer has filed bankruptcy. Client agrees it will place **only** accounts that are validly due and owing.

5. Indemnification: IC and Client will each indemnify and hold the other harmless from any claim, of any kind, made against the other party based on its breach of its obligations under this Agreement. If such a claim is made, the breaching party will pay the other for all liabilities, costs and damages of every kind, including reasonable attorneys' fees. The non-breaching party must immediately notify the other party of any such claim.

6. Compliance Audit Reports and Record Retention. IC is required to conduct random client-account audits to comply with the Federal Trade Commission's Identity Theft Red Flags Rule. While Client accounts are placed with IC, Client may receive Compliance Audit Reports from IC that require it to review account information, indicate any/all changes (to consumer names, balances, etc.), and verify compliance with the audit request. Client agrees to promptly report updates or changes to account information on all accounts placed with IC.

7. Data Security. IC will maintain all applicable PCI DSS requirements to the extent IC possesses or otherwise stores, processes, or transmits cardholder data on behalf of Client, or to the extent that IC could impact the security of Client's cardholder data environment.

8. SPECIAL SERVICE NOTES

Service includes (subject to availability and current pricing):

Credit Listing

IC will report information on Client accounts of \$50 or more to credit reporting agencies. Client's name will appear on those reports. In Massachusetts, Client authorizes IC to report account information as its agent. Credit listing is included with Client's service at no additional charge. Client must provide IC the date the debt was incurred or the date of last payment/charge for the debt to be eligible for credit reporting. Consumer accounts submitted without the consumer's full name, consumer's address, and either the consumer's date of

birth or social security number will not be eligible for credit reporting. **Note:** The account information will be maintained by IC including credit reporting for up to seven years from the date of delinquency. It is important that Client accurately report payments made to Client or any errors on the account during the time it is maintained by IC. The credit bureaus prohibit certain types of debts from reporting. Effective 3/30/2023, the Credit Bureaus will require a minimum balance of \$500 for healthcare accounts.

Non-Litigation Attorney Referral

Accounts may be forwarded to independent attorneys for non-suit collection activity at the conclusion of our usual collection efforts. This referral will be for further collection efforts not including litigation. The attorneys providing these services are independent from IC. The attorneys will be serving as the Client's attorneys and will not file suit, accept any compromise settlement or incur any expenses chargeable to Client without its approval. Client authorizes IC to act as its agent for purposes of referring the accounts, reporting the progress and handling amounts realized. IC and the attorneys retained will each be entitled to a fee for the services they each provide. The Client's total fee for accounts collected in Non-Litigation Attorney Referral will 50% of the amount collected.

Credit Monitoring

IC will list accounts \$100 or more for credit monitoring during which time they will be monitored for changes in the consumer's credit profile. These changes may indicate an ability to pay and include, but are not limited to, the opening of a new trade line, indication of a loan being paid, or similar noteworthy credit event. Accounts will not be continuously monitored until after they have processed through intensive collections phase and attorney referral, if selected. An account will be monitored for (i) up to four years or (ii) until it reaches the applicable statute of limitations, statute of repose, or any other time limit, whether statutory, contractual, common law or otherwise concerning the account – whichever is sooner. Once accounts enter credit monitoring phase until the time that they are recalled from IC, the Client agrees to a fee of 50% of any amount collected.

SETTLEMENT AUTHORITY:

Settlement negotiations occur only *after* IC has first attempted to collect the FULL balance and *then* attempted to schedule a series of partial payments to collect the full balance. **IC is authorized to accept 80% of the balance due for full settlement.**

- The percent authorized above is the LOWEST for which IC can settle an account and may not necessarily be IC's first offer. For example, IC may still be resolve accounts at 90%, etc.
- Commissions will only be charged as a percentage of amounts collected.

Notice – IC System works with original creditors organized and/or incorporated in the United States to collect debt owed by debtors residing in the United States. IC System does not offer services to the following types of merchants or to merchants engaged in the following activities: ammunition or firearm sales, cable box de-scramblers, coin dealers, credit repair services, dating or escort services, debt consolidation services or debt buyers, drug or pharmacy distribution or sales, drug paraphernalia, fireworks sales, gambling, home-based charities, lottery sales, money transfer networks, pawn shops, payday loans, Ponzi schemes or pyramid type sales, pornography, racist materials, or tobacco sales.

Client Access to Data – It is important that Client notify IC immediately of any personnel changes, including terminations, that may affect access rights to IC applications.

CLIENT AGREES TO THE TERMS ON ALL PAGES OF THIS AGREEMENT:

Business Name: _____

Business Street Address: _____

City, State, Zip: _____



444 Hwy 96 East
St. Paul, MN 55127
800/685-0595
www.icsystem.com

Phone: 530-346-2313

Email*: City.manager@colfax-ca.gov

*providing information authorizes IC System to email business information.

Please print:

Name & Title: Ron Walker City Manager

Signature: _____ Date: 1/22/2025



Staff Report to City Council

FOR THE FEBRUARY 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Amanda Ahre, City Clerk
Subject: Council Committee Assignments

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Approve Amended City Council Committee Assignments for 2025.

Summary/Background

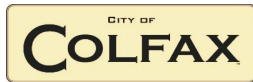
Each year the Mayor recommends assignments for Council Members, staff or the public to serve on the boards of local agencies, advisory boards, and committees within the surrounding area. Generally, Council Members request their assignments and develop expertise to represent the City to improve resources or influence within the region.

Council previously approved the attached Committee Assignments at the January 22, 2025, however it was brought to the attention of Staff that there is an additional Committee associated with the Placer County Air Pollution Control District (PCAPCD), named the Mountain Counties Air Basin Control Council (MCABCC). As Caroline McCully is currently the appointed Councilmember to the PCAPCD committee, staff recommends appointing Caroline McCully to the Mountain Counties Air Basin Control Council as well.

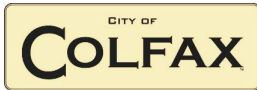
Mayor Pro Tem McCully currently receives a \$100 per month stipend for her appointment to the Placer County Air Pollution Control District, and a \$100 per month stipend to the Sacramento Area Council of Governments Board of Directors. These stipends will remain unchanged

Attachments:

1. 2025 Council Committee Assignments


2025 Committee Assignment List – Adopted 1/22/2025 – Proposed Changes Highlighted in yellow

External Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Economic Development Board (PCEDB)	Larry Hillberg Alt: Kim Douglass	11:30AM 3rd Thursday 4x/yr Jan/Apr/July/Sept	Auburn City Hall, 1225 Lincoln Way Room 10 and via ZOOM	No Stipend
Weimar, Applegate, Colfax/Municipal Advisory Council (WAC/MAC)	Larry Hillberg Alt: Kim Douglass	6:00PM 3rd Wednesday every other month - Jan/Mar/ay/July/Sept/Nov	Colfax City Hall	No Stipend
Sacramento Area Council of Governments (SACOG) Board of Directors	Caroline McCully Alt: Trinity Burruss	9:30AM 3rd Thursday	Currently Zoom / then 1415 L. Street, Suite 300 Sacramento	\$100 Stipend
Placer County Air Pollution Control District (PCAPCD)	Caroline McCully Alt: Kim Douglass	2:30PM 2nd Thursday 6x/yr	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Placer Mosquito & Vector Control District (PMVCD)	Will Stockwin Alt. Larry Hillberg	4:30PM 3rd Monday / Every Month	2021 Opportunity Dr Roseville	\$100 Stipend
Project Go	Kim Douglass Alt. Sean Lomen	5:30PM 3rd Thursday	801 Vernon St Roseville	No Stipend
Placer County Transportation Planning Agency (PCTPA)	Trinity Burruss Alt: Sean Lomen Caroline McCully	9:00AM 4th Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Local Agency Formation Commission	Sean Lomen	4:00PM 2nd Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Solid Waste Task Force	Ron Walker Alt: Sean Lomen	9:00AM 1st Thursday 4x/yr Feb/May/Aug/Nov	CRDC Cypress Room, 2091 County Center Dr, Suite 170, Auburn	No Stipend
Placer Sierra Fire Safe Council	Sean Lomen Alt: Kim Douglass	6:00PM 4th Thursday / Every Month	City of Colfax Council Chambers Location TBD	No Stipend



2025 Committee Assignment List

External Board/Committee (Continued)	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Selection Committee	Mayor	Yearly		No Stipend
League of California Cities Sacramento Valley Division Liaison	Kim Douglass Alt: Sean Lomen	1st Meeting May 16, 2025* in person in Yreka 4x/yr Additional Meetings TBD		No Stipend
Mountain Counties Air Basin Control Council	Caroline McCully	Once or Twice a year Meetings are held Via Zoom	Zoom	No Stipend
Bianchini Advisory Board	Kim Douglass Alt: Caroline McCully			No Stipend
Sierra Vista Community Center Liaison	Larry Hillberg Alt: Sean Lomen	6:00pm 3rd Wednesday	Community Center	No Stipend
Colfax Schools Liaison	Trinity Burruss Alt: Sean Lomen			No Stipend
Pioneer Community Energy	Sean Lomen Alt: Kim Douglass	3:00PM 3rd Thursday	2510 Warren Drive, Suite B Rocklin, CA 95677	No Stipend
Placer County Flood Control and Water Conservation District (Board of Directors)	Sean Lomen Alt: Caroline McCully	2nd Monday Monthly 4:00pm	Rocklin City Council Chambers 390 Rocklin Rd.	\$100 Stipend
Placer Regional Homelessness Action Plan Ad hoc	Sean Lomen Kim Douglass	As Needed		
Internal Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Colfax Bike Park	Kim Douglass Open	As Needed	To Be Determined	No Stipend
Colfax Skate Park	Sean Lomen Caroline McCully	As Needed	To Be Determined	No Stipend
Emergency Services	Sean Lomen Trinity Burruss	As Needed	To Be Determined	No Stipend
Council Policy Ad hoc	Caroline McCully Trinity Burruss	As Needed	To Be Determined	No Stipend
Youth Commission Selection Committee	Larry Hillberg Kim Douglass 2-Elementary Teachers 2-High School Teachers	TBD	City Hall, Colfax Elementary, Colfax High School	No Stipend

Colfax Youth Commission	5 Students (3-High Schoolers, 2 Sixth-Eighth Graders)	Once per month	Colfax Elementary School	TBD
Private Development Service Fees Ad Hoc Committee	Trinity Burruss Kim Douglass	Once per month	To Be Determined	TBD
Revitalization of Historic Downtown Colfax Ad Hoc Committee	Sean Lomen Larry Hillberg	As Needed	To Be Determined	TBD
Shady Glen Sewer Integration Project	Sean Lomen Caroline McCully	As Needed	To Be Determined	TBD
Caboose Relocation Ad Hoc	Caroline McCully Larry Hillberg	As Needed	To Be Determined	TBD



Staff Report to City Council

FOR THE FEBRUARY 12, 2025 REGULAR CITY COUNCIL MEETING

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

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review and Comment.

Summary/Background

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

Week of January 26- Feb 1, 2025

City Manager

- Review documents for budget meeting.
- Met with Councilmen Douglass.
- Met with Council Member McCully.
- Met with Public Works Supervisor.
- Attended preliminary midyear budget adjustment meeting.
- Attended preliminary Shady Glen planning meeting with Jim Fletter and Matt Chambers with the State Water Resource Board.
- Met with Matt, Chief Plant Operator and operations staff to discuss the Supervisory Control and Data Acquisition system (SCADA).
- Kickoff meeting with 4Leaf to discuss Home Hardening and Defensible Space Project Management.

Planning

- Sidewalk repair revisions, back to Council February 26, 2025
- Cal OES reached out to me to let me know the City’s local hazards mitigation plan (LHMP) expires next year and will need to be updated. There are grants available that we should explore.
- Processing an admin permit for a tow yard.

Maintenance Department

- Fixed lighting at Roy Toms and some on Main St. and Depot as well
- Dethatched Depot and Art park also fertilized and seeded
- Laid down fabric and rip rap in Church St. drainage
- Stayed busy doing potholes
- 2 hours a day at the end of each day cleaning upper Corp yard area
- Clearing of city drains

Wastewater Treatment Plant/Sewer

- Bypass for SAF and CCB installed Friday.
- Tuesday/ Wednesday Pond 3 & CCB pumps start up.
- Thursday SAF unit Mechanical startup. Did not go so well Harron trying to figure it out Internet went down diverted overnight.

Administrative Services

- I oversaw daily accounting functions such as cash receipts, accounts payable and payroll. We received \$1.5M from the State for the WWTP grant reimbursement and \$35K for the CDBG project.
- I prepared the LAIF allocation for the quarter ending 12.31.24 and posted the subsequent journal entry. This also included a true-up of interest allocated to fund 257 – transit capital. This was recommended during the audit process, since this fund now has a substantial balance.
- I prepared the quarterly investment summary for the quarter ending 12.31.24.
- I worked with the State Controller’s office to review the annual streets and roads report for accuracy.
- Processed another reimbursement request for CDBG; however, we will have not paid the final change order, so this request is very small.
- Processed the use tax return for the quarter ending 12.31.24 – trained staff.
- Provided ethics certificates to City Clerk
- Prepared the next WWTP grant reimbursement request - \$872K – Soft costs pending budget amendments.
- Processed Land Development invoicing.

City Clerk

- Participated in additional training classes
- worked on and submitted information from a request from the Grand Jury.
- learned more about the building permit process.
- received 2 public records requests (still waiting for the requesters to officially submit the forms).
- helped in the day-to-day operations of City Hall.

Engineering

- Review & respond to daily emails
- Assist Joe with various sewer inspections/issues
- Respond to Colfax Motor Lodge I&I trench failure
- Review Forest Hill CDBG pavement failure
- Coordinate with PG&E re: tree removal at Kneeland/Depot
- Observe WWTP Algae project startup
- Coordinating CDBG grant funds for new scope of work, goal to CC on 2/26 w/ NOC
- 90% of Skatepark plans were reviewed and sent to designer. Meeting last Friday with CC, designer, and city staff.
- Gordon’s Gym plans in review
- Proposed AMTRAK station traffic control plan review response pending

- Coordinating PG&E pole/SD conflict repair, PW to check on jetting/camera
- Respond to complaints
- Review encroachment permit applications
- Prepare sewer evaluations
- Review city-wide storm drainage & potholes and inform PW staff of issues
- Coord w/ PW staff re: ramp at N. Main, Church ditch to rock, USA notifications, LS5 guardrail repair.

Building/Code Enforcement

- Sewer Lateral inspection at 29 Lincoln St. Inspection results: Bad from house to Newman ONLY.
- Working with Carl on the development of our FOG program. Setting up meeting time with SPMUD to learn their program.
- Waiting for Dave Gard's return to discuss unpermitted bathroom and sewer lateral. Informed tenant of the options for him to stay. No Dave yet.
- Old 7-11 sewer lateral cleanout Starbucks entrance. Permit issued.
- NID building on Whitcomb - TI design meetings w/ architect. Roof near complete.
- U.P. property cleanup and sewer lateral inspection completed at 202 Dinky. UP plugged manhole to abandon lateral.
- 11 N. Main sewer smell. 14 N. Foresthill bad seal on sewer pump lid. Owner to replace.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking change/retaining wall discussion. TOC discussion.
- LDS Church – New roof. Holding up the roof final to complete lateral inspection. Plumber to dig up buried private manhole to complete inspection.
- Plan reviews and inspections.
- Code enforcement. Canyon View apartment complaint about dead vegetation behind property.
- Working with contractor on stairs and porch for 120 Pleasant. Field changes discussed.
- Working with designer for 1225 Hwy 174 commercial building development.
- Colfax net inspections for new LPG tank and generator.
- Final corrections for 55 School St. Gas furnace.

Week of January 19 - 25, 2024

City Manager

- Outdoor Dining Area, location planning.
- Team Building Training.
- Attended City Council Meeting.
- Attended senior staff training.
- Evaluated roundabout sign replacement.
- Met with Chief Plant Operator regarding new SCADA system.
- Met with Mayor Lowman, Mayor Pro Tem McCully, CPC Mat Anderson, and Jim Fletter to discuss Algae project budget.

Planning

- Prepared updated ordinance.

- Preparing administrative permit.

Maintenance Department

- Worked with a heating and air contractor to repair the heater in council chambers.
- Troubleshooting heating problem at Sheriff's substation.
- Worked with city building inspector to develop plan to repair metal awning along North Main St.
- Continue clearing hillside next to splash pad area.
- Casey participated in Team Building Training at City Hall.
- Worked on lighting at Museum.
- Met with alarm contractor to address alarm issue at Depot building.
- Purchased parts to repair lighting by train station and North Main Street.
- Brush cleanup at the city Corporation Yard.
- Repaired tilt trailer.

Wastewater Treatment Plant/Sewer

- Weekly WWTP report:
- Startup of pond 3 pumps Monday 1/27/25.
- Mechanical startup of the SAF unit Wednesday 1/29/25.
- Bioassay complete.
- Normal operations.

Administrative Services

- Trained staff on the processing of 1099s.
- Trained staff on the processing of W2s.
- Oversaw daily accounting including cash receipts, accounts payable and payroll (on the side of the road 😊)
- Attended the Council meeting
- Attended the SCORE Board meeting in Anderson
- Attended the People Code training – very informative
- Prepared reports for mid-year review discussion
- Completed the mid-year review proposed changes for discussion
- Submitted the single audit – Per Richardson
- Worked on 358 – Beth Dodd stated it is better for us to wait until the final Hansen Bros. change order is processed, as they will hold all reimbursement requests once the official request for Phase II is in process.
- Worked on 575 – The Water Board has stated they approved the requests from October and December, but one had adjustments that we are working through.

City Clerk

- City Teamwork Training.
- Prepared for the City Council meeting (printing materials, setting up, and taking down audio equipment).

- Responded to a public records request, received 2 additional public records requests and started the process of obtaining the requested information.
- Helped with the day-to-day workings of the office.
- Booked my travel for the Municipal Clerk's Institute training session that will take place in San Marcos in February.

Engineering

- Review & respond to daily emails
- Assist Joe with various sewer inspections/issues
- Coordinating CDBG grant funds for new scope of work, goal to CC on 2/12 w/ NOC
- 90% Skatepark plans in review
- Gordon's Gym plans in review
- Proposed AMTRAK station traffic control plan review response pending
- Coordinating PG&E pole/SD conflict repair, PW to check on jetting/camera
- Evaluating groundwater issue on Culver south of Grass Valley St., meeting w/ Geocon on 1/21
- Respond to complaints
- Review encroachment permit applications
- Prepare sewer evaluations
- Review city-wide storm drainage & potholes and inform PW staff of issues
- Coor w/ PW staff re: ramp at N. Main, Church ditch to rock, USA notifications, LS5 guardrail repair
- Attend Team Building training on Tuesday and Thursday

Building/Code Enforcement

- Sewer Lateral inspection at 29 Lincoln St. all the way to Culver down Newman St. – Bad from house to Newman.
- Working with Carl on the development of our FOG program.
- Waiting for Dave Gard's return to discuss unpermitted bathroom and sewer lateral.
- Old 7-11 sewer lateral cleanout installed in Starbucks entrance. Starbucks gave consent.
- NID building on Whitcomb - TI design meetings w/ architect. Roof near complete.
- U.P. property cleanup and sewer lateral inspection at 202 Dinky. Manhole plugged. Sewer letter needed.
- 11 N. Main sewer smell. 14 N. Foresthill bad seal on sewer pump lid. Owner to replace.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking change/retaining wall discussion.
- LDS Church – New roof complete. Needs mfg inspection. Holding up roof final. Plumber Needs to expose buried private manhole to complete inspection.
- Plan reviews and inspections.
- Code enforcement.
- Approved stairs and porch for 120 Pleasant
- Team building training on Tuesday and Thursday.



Staff Report to City Council

FOR THE FEBRUARY 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Matt Anderson, Chief Plant Operator
Subject: Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order – Wastewater Treatment Plant Equipment Purchase

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$45,204.45	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to execute an agreement with Hach Company for 6 LDO meters, 1 Nitrate meter, 1 SC4500 Controller unit and 1 SC1000 controller unit for \$45,204.45.

Summary/Background

On 11 April 2024, Central Valley Water Board staff issued the Discharger a Notice of Violation (NOV) and draft Record of Violations (ROV) for effluent limitation violations which occurred from 1 July 2016 through 31 January 2024. The City responded on 25 April 2024 to the ROV and agreed with the violations.

According to the City’s self-monitoring reports, the City committed three (3) serious Group 1 violations, and eighteen (18) non-serious violations of the above effluent limitations contained in WDRs Orders R5-2013-0045, R5-2018-0012, and R5-2023-0025-001 as shown in Attachment A. The three (3) serious Group I violations are subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of Group I constituents exceeded maximum prescribed levels in WDRs R5-2018-0012 by 40 percent or more. Nine (9) of the 18 non-serious violations are subject to MMPs under Water Code Section 13385, subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period. The total amount of the MMPs assessed for the alleged effluent violations is thirty-six thousand dollars (\$36,000).

In lieu of assessing all or a portion of the mandatory minimum penalties against a publicly owned treatment works serving a small community, the State Board or the Regional Board may elect to require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned works. The Central Valley Water Board finds the City is eligible for a Compliance Project because the Facility is a publicly owned treatment works serving a small community with financial hardship. To resolve the violations by consent and without further administrative proceedings, the Parties have agreed to the imposition of an administrative civil liability in the amount of thirty-six thousand dollars (\$36,000) in MMPs against the Discharger.

The Compliance Project consists of wastewater treatment plant modification tasks to improve effluent water quality and minimize violations associated with treated effluent discharge. The Discharger proposes to install a Dissolved Oxygen monitoring system in the Aeration basins and a Nitrate monitoring system. Each of the new features added will be controlled by the Facility’s supervisory control and data acquisition (SCADA) system. The addition of an Dissolved oxygen monitoring system and Nitrate monitoring systems will allow the Discharger to monitor for full Nitrification significantly reducing the likelihood of future ammonia effluent Violations. The SCADA upgrades will improve the water quality that reaches the UV disinfection system and allow for improved response to UV transmittance and dosage issues, which can lead to poor disinfection. The SCADA upgrades will reduce the likelihood of future total coliform effluent violations.

Conclusions and Findings

To meet the requirement of the In lieu of assessment all or a portion of the mandatory minimum, the City will spend an equivalent amount towards the completion of a compliance project. The City will be purchasing Hach Brand equipment to match the existing equipment.

The compliance project will consist of the following equipment, 6 LDO meters, 1 Nitrate meter, 1 SC4500 and 1 SC1000 controller units.

Staff was able to find two vendors to obtain quotes for the equipment needed to meet the parameters of the compliance project.

USA Bluebook -----\$33,338.00

This quote does **not** contain an NT3100SC UV Nitrate meter. Usa Bluebook cannot quote the item. The Item is sold exclusively by Hach Company.

Hach Company -----\$27,952.25

Hack Quote for an NT3100sc UV Nitrate Sensor -----\$14,028.40

Total including NT3100sc UV Nitrate Sensor ----- \$41,980.65

Fiscal Impacts

\$41,980.65 + \$3043.60 TX, and \$180.00 Estimated Shipping, Totaling \$45,204.25

Attachments:

1. Resolution __-2025
2. USA Blue Book Quote
3. Hach Company Quote

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HACK COMPANY FOR 6 LDO METERS, 1 NITRATE METER, 1 SC4500, AND 1 SC1000 CONTROLLER UNITS FOR \$45,204.25

WHEREAS, On 11 April 2024, Central Valley Water Board staff issued the Discharger a Notice of Violation (NOV) and draft Record of Violations (ROV) for effluent limitation violations which occurred from 1 July 2016 through 31 January 2024. The City responded on 25 April 2024 to the ROV and agreed with the violations; and,

WHEREAS, According to the City's self-monitoring reports, the City committed three (3) serious Group 1 violations, and eighteen (18) non-serious violations of the above effluent limitations contained in WDRs Orders R5-2013-0045, R5-2018-0012, and R5-2023-0025-001 as shown in Attachment A. The three (3) serious Group I violations are subject to MMPs under Water Code section 13385, subdivision (h) because measured concentrations of Group I constituents exceeded maximum prescribed levels in WDRs R5-2018-0012 by 40 percent or more. Nine (9) of the 18 non-serious violations are subject to MMPs under Water Code Section 13385, subdivision (i)(1) because these violations were preceded by three or more effluent limit violations within a 180-day period. The total amount of the MMPs assessed for the alleged effluent violations is thirty-six thousand dollars (\$36,000); and,

WHEREAS, in lieu of assessing all or a portion of the mandatory minimum penalties against a publicly owned treatment works serving a small community, the State Board or the Regional Board may elect to require the publicly owned treatment works to spend an equivalent amount towards the completion of a compliance project proposed by the publicly owned works; and,

WHEREAS, The Compliance Project consists of wastewater treatment plant modification tasks to improve effluent water quality and minimize violations associated with treated effluent discharge. The Discharger proposes to install a Dissolved Oxygen monitoring system in the Aeration basins and a Nitrate monitoring system. Each of the new features added will be controlled by the Facility's supervisory control and data acquisition (SCADA) system; and,

WHEREAS, to meet the requirement of the In lieu of assessment all or a portion of the mandatory minimum, the City will spend an equivalent amount towards the completion of a compliance project. The City will be purchasing Hach Brand equipment to match the existing equipment. The compliance project will consist of the following equipment, 6 LDO meters, 1 Nitrate Meter, 1 SC4500 and 1 SC1000 controller units; and,

WHEREAS, the City of Colfax wishes to execute an agreement with Hach Company for 6 LDO Meters, 1 Nitrate Meter, 1 SC4500 Controller, and 1 SC1000 Controller units for \$45,204.45

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Hach Company for 6 LDO Meters, 1 Nitrate Meter, 1 SC4500 Controller, and 1 SC1000 Controller units for \$45,204.45.

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

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

ATTEST:

Sean Lomen, Mayor

Amanda Ahre, City Clerk

Item 8A
Questions? Call us @ 800-548-1234

Orders

Invoices

Bids & Quotes

Order Templates

My Account

USABlueBOOK®

Get the Best Treatment™

Enter search terms (product name, part #, keywords, etc.)

Search

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- Help
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Shopping cart

Enter an item number and press 'Enter' to load the product information and variants. Tab to select variants and set quantity. Press 'Enter' on the quantity input to add the product to the list.

Product name or item number...



My shopping cart

Shopping cart details

Item	Product	Price	Quantity	UOM	Total
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SC4500
CONTROLLER 2
DIGITAL IN 5X MA
OUT,VAC(LXV525.99
A11551)

Item No.: 99869

[View](#) [Delete](#)

\$ 3,359.00

1

each

\$ 3,359.00



LDO 2 DISSOLVED
OXYGEN SENSOR,
0-
20PPM,1NPT,10MC
ABLE(9020000)

Item No.: 35964

[View](#) [Delete](#)

\$ 3,238.00

6

each

\$ 19,428.00



SC1000 PROBE
MODULE, 6
PROBES, 4XMA
OUT,4XRLYS,4XMA
IN,MODBUS

Item No.: 203615

[View](#) [Delete](#)

\$ 4,484.00

1

each

\$ 4,484.00

+ Enter Discount code

0

Items (4 units) \$ 33,338.00

Estimated Tax \$ 0.00

Total \$ 33,338.00

Unit total: 9 units of 4 items

Recalculate shopping cart

Empty shopping cart

Proceed to checkout

Product

Price

Quantity

UOM

Total

Item



SC1000 DISPLAY
MODULE, MODBUS
TCP/IP,
LXV402.99.10002

\$ 6,067.00

1

each

\$ 6,067.00

Item No.: 32782

[View](#) [Delete](#)



Be Right™

Quotation

Quote Number: 101105814v6

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 09-Jan-2025

Quote Expiration: 10-Mar-2025

CITY OF COLFAX
PO BOX 702
COLFAX, CA 95713-0702

Name: Matt Anderson
Phone: 30-308-4597
Email: matthew.anderson@colfax-ca.gov

Customer Account Number : 180486

Sales Contact: Kyle Taylor Email: Kyle.taylor@hach.com Phone: 970-307-2430

PRICING QUOTATION

Line	Part Number	Description	Qty	% Disc	Net Unit Price	Extended Price
1	9020000	Hach LDO sc Model 2, DO Probe with Luminescent Dissolved Oxygen Technology. Standard lead time 3 days.	6	15%	2,752.30	16,513.80
2	LXV400.99.5B532	SC1000 Probe Module, 6 Sensor Connectors, 4 mA Output, 4 mA/digital Input, Modbus 485, 4 Relays, 100-240 VAC, with US plug. Standard lead time 23 days.	1	15%	3,811.40	3,811.40
3	LXV402.99.02002	SC1000 Multi-parameter Universal Controller Display Module with GSM/GPRS (for use in USA). Standard lead time 23 days.	1	15%	4,771.90	4,771.90
4	LXV448.99.11001	db ee NT3100sc UV Nitrate Sensor, 1 mm path length. Standard lead time 23 days.	1	15%	14,028.40	14,028.40
5	LXV525.99A11551	SC4500 Controller, Prognosis, 5x mA Output, 2 Digital Sensors, 100-240 VAC, without power cord. Standard lead time 3 days.	1	15%	2,855.15	2,855.15
					Estimated ground shipping	\$ 180.00
					Grand Total	\$ 42,160.65

TERMS OF SALE

California Proposition 65:

WARNINGCancer & Reproductive Harm -
www.P65Warnings.ca.gov**ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
 - Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name: Kyle Taylor
 Title: Inside Sales Account Manager
 Phone: 970-307-2430
 Email: Kyle.taylor@hach.com



HACH COMPANY

Headquarters
 P.O. Box 389
 5600 Lindbergh Drive
 Loveland, CO 80539-0389

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
 Phone: 800-227-4224
 Fax: 970-669-2932
 E-Mail: orders@hach.com
 quotes@hach.com
 techhelp@hach.com

Export
 Phone: 970-669-3050
 Fax: 970-461-3939
 Email: intl@hach.com

Remittance
 2207 Collections Center Drive
 Chicago, IL 60693

Wire Transfers
 Bank of America
 231 S. LaSalle St.
 Chicago, IL 60604
 Account: 8765602385
 Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

<p>Hach Service</p> <p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p>Pick&Ship™</p> <p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p>Technical Support</p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>
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ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<p>Safe & Fast Delivery</p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p>Save Time – Less Hassle</p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<p>Save Money</p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 7/13/2024						Collect ⁴ Handling Fee Effective 7/13/2024
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and [Integrity and compliance - Veralto](#) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT, TERM & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Staff Report to City Council

FOR THE FEBRUARY 12, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Mike Anderson, Chief Plant Operator
Subject: Filter Panels for filtration Unit at the Wastewater Treatment Plant – Single Source Purchase.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$33,079.75	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to execute an agreement with Veolia Water Technologies Inc. for Original Equipment Manufactured Filtration Panels for the filtration units at the wastewater treatment facility.

Summary/Background

There are two filtration units at the City’s wastewater treatment facility, these units filter the water leaving the biological process before entering the disinfection process. The filters remove debris down to 10 micron in size and are able to process a flow of 1 MGD. Filtration is performed to meet or exceed the requirements in the State issued discharge permit. Filtration is also performed to enhance the ability of the Ultraviolet system to disinfect the treated water leaving the treatment facility into the environment. These filtration panels have been in service far longer than recommended by the factory, and many have started to fail, which will eventually cause a violation of the discharge permit resulting in monetary fines.

City staff are choosing to single source purchase the filter panels from Veolia Water Technologies Inc., because Veolia holds the patent on the filtration units and the replacement parts. Best practice is to purchase the filtration panels from Veolia to assure fit and function.

Conclusions and Findings

The two filtration units each hold 84 filtration panels, for a combined total of 168 panels. The unit cost of the panels is quoted at \$188.46 each, bringing the total to \$31,661.28.

A bulk purchase discount of \$2,216.29 reduces the cost to \$29,444.99. Adding 7.25% CA Sales Tax (\$2,134.76) and an estimated freight cost of \$1,500.00, the total purchase cost amounts to \$33,079.75.

Fiscal Impacts

\$33,079.75.

Attachments:

1. Resolution __-2025
2. Veolia Quote 01132025
3. Filter Pics
4. HSF2204/24-1F-2F Filter Service Information

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VEOLIA WATER TECHNOLOGIES INC. FOR ORIGINAL EQUIPMENT MANUFACTURED FILTER PANELS FOR THE FILTRATION UNITS AT THE WASTEWATER TREATMENT FACILITY.

WHEREAS, there are two filtration units at the City’s wastewater treatment facility, these units filter the water leaving the biological process before entering the disinfection process; and,

WHEREAS, the two filtration units hold 84 filtration panels each for a combined total of 168 panels. These filtration panels have been in service far longer than recommended by the factory, and many have started to fail, which will eventually cause a violation of the discharge permit resulting in monetary fines; and,

WHEREAS, city staff are choosing to single source purchase the filter panels from Veolia Water Technologies Inc., because Veolia holds the patent on the filtration units and the replacement parts. The best practice is to purchase the filtration panels from Veolia to assure fit and function; and,

WHEREAS, the City of Colfax wishes to execute an agreement with Veolia Water Technologies Inc. for Original Equipment Manufactured Filtration Panels for the filtration units at the wastewater treatment facility.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to execute an agreement with Veolia Water Technologies Inc. for Original Equipment Manufactured Filtration Panels.

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

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

ATTEST:

Sean Lomen, Mayor

Amanda Ahre, City Clerk



Veolia Codes: PO

QUOTE

Veolia Water Technologies, Inc. (dba Kruger)
 1500 Garner Road, Suite C
 Raleigh, North Carolina 27610 USA
 PHONE 888-578-4378 FAX 919-661-4568

QUOTE NO: 01132025
 QUOTE DATE: 1/13/2025
 EXPIRATION DATE: 2/7/2025
This quote is valid for 25 days

FROM
Chris Evans
 Aftermarket Sales Manager - Hydrotech Filtration, Kruger
 919.455.1522
 Chris.Evans@veolia.com

Contact Name: David Borroto
 Phone: 870.403.8577
 Email: david.borroto@colfax-ca.gov

Company: City of Colfax
 Address: 23550 Grandview Avenue
 Colfax, Ca 95713

Sales Person	Job	EQUIPMENT SERIAL #.	Payment Terms	DELIVERY TERMS	DELIVERY SCHEDULE
CLE	Colfax WWTP, CA		Net 30 Days	DDP, Prepaid & Add Destination*	4 - 6 Weeks
QTY	PART NUMBER	DESCRIPTION		UNIT PRICE	LINE TOTAL
168	PRIPHT377025	10 UM PE CLOTH FLTR PNL HSF22 304 FRAME		\$188.46	\$31,661.28
[[Confidential, Do not share with third parties]]					

ALL PRICES SUBJECT TO COST AND AVAILABILITY AT TIME OF ORDER.
 PRICES EXCLUDES PACKAGING, FREIGHT (INTERNATIONAL & DOMESTIC),CUSTOMS, DUTIES, BROKERAGE, FEES AND APPLICABLE TAXES.
 PRICES EXCLUDES INSTALLATION LABOR, STARTUP, & TRAINING
 SHIPPING CHARGES ARE PREPAID AND ADDED TO THE INVOICE ORYOUR FREIGHT ACCOUNT.
 MINIMUM ORDER \$50.00.

SUBTOTAL	\$31,661.28
7% BULK DISCOUNT	-\$2,216.29
ESTIMATED FREIGHT*	\$1,500.00
7.25% CA Sales Tax	\$2,134.76
Total USD	\$33,079.75

*If customer's shipping method is preferred (FOB), enter your freight carrier & account number:

A SIGNED QUOTATION IS REQUIRED TO PROCESS ORDER. PLEASE SIGN BELOW.

Signed By: _____ Date: _____

Click or browse to URL(s) below for applicable Terms and Conditions

<https://www.veoliawatertech.com/sites/g/files/dvc3601/files/document/2023/05/Parts%20Only%20Terms.pdf>



QUOTE NO: 01132025

QUOTE

Company information - Please complete this section if you have not previously provided this information.

Company Name: _____
 Shipping Address: _____
 City/State/Zip: _____
 Telephone number: _____
 Fax number: _____

(OPTIONAL) Credit Card Section - Please complete this section if you prefer to pay by credit card.

Visa MasterCard AMEX

I/We understand that the part(s), invoice(s) or sales orders(s) ordered / listed above will be charged to the credit card noted upon order acknowledgement. Additionally, items ordered will not be processed until confirmation/authorization of charge is made. If the charge is for labor, a charge confirmation/authorization will be performed prior to labor commencement. If the credit card is denied, Kruger will notify the cardholder to obtain an alternative form of payment prior to processing the order

Card Number: _____
 Expiration Date: _____
 Authorization (CID) #: _____
3 digit # located on back of card
 Card Holder Name: _____
 Card Holder Phone #: _____
 Company Name: _____
 Billing Address: _____
 City/State/Zip: _____

My signature below is my company's acknowledgement and acceptance of this order including all stated terms and conditions, is an acknowledgement that I am authorized to sign this document on behalf of my company, and further authorizes Kruger to use the information entered in this section (if any) to process credit card payment for this order.

Signed by: _____ **Date:** _____

Printed Name: _____ **Title:** _____

- IF YOU SUBMIT A PO, PLEASE REFERENCE VEOLIA WATER TECHNOLOGIES, INC. (DBA KRUGER) QUOTATION NUMBER TO PROCESS ORDER.
- The Buyer is responsible for inspecting the equipment upon delivery and documenting any damage in writing on the delivery tickets. Signing delivery tickets without the notation of damage or missing items deems the equipment acceptable.
- The pricing is expressly contingent upon the items in this quotation & is subject all terms stated herein, including all attached Veolia Water Technologies, Inc. (dba Kruger) Standard Terms of Sale. No additional terms contained within Owner's and/or Engineer's Plans, Specifications & Purchase Orders shall apply to nor become a part of this Quote.
- Except in the case where there are active, applicable, and mutually executed terms and conditions in place between Veolia and Purchaser prior to issuance of this Quotation, the Parts and/or Services provided are subject to the terms and conditions linked above. These terms and conditions will not change, but please print and include with your records if necessary.

Filtration Units



Inside Filtration Units



Individual Filters



SERVICE

HSF2204/24-1F-2F

Thank you for choosing a Hydrotech filter.

It is a reliable machine that will run for a long time with minimum care and service. Indeed, any mechanical equipment requires annual maintenance in order to operate efficiently and with as little down time as possible. This is also the case with your Hydrotech Discfilter HSF2204/24, 1F or 2F.

On the next pages, you will find recommendations for maintenance, parts to change and drawings.

If you don't have the possibility to do the maintenance yourself, Hydrotech will be pleased to send you a service offer or recommend a reliable technician that can assist you.

Apart from the periodic maintenance mentioned in the **Operation & Maintenance manual** we recommend a large service every fifth year where at least all parts in the **5 year service kit** are replaced.

To order spare parts or a service from Hydrotech and also to get the latest updated prices, contact Hydrotech.

SERVICE

HSF2204/24-1F-2F

5 year service kit

Art. N°	N° on drawing	Description	Qty
1008030	2976-J pos.3 & 4295-D pos.5	Slide bearing for drum	2
1012535	2976-J pos.5	Rubber lip inlet seal	1
1010585	2976-J pos.8	V-sealing, V-180A	1
1008139	4295-D pos.3	Axial bearing	1
1008493	4295-D pos.6	Rubber sealing shaft	1
1012043	4259-G pos.6	Sprocket wheel motor 2200 Z=12	1
1008586	4259-G pos.10	Wheel to backwash unit 2200-N	1
1008736	4978-A pos.2	Bearing bracket 2200	1
1000808	4978-A pos.3	Bearing for spray water pipe	1
1012730	4978-A pos.6	Swivel connection, 2"	1
1006903	3826-B pos.4	Cartridge, 200	1
1007999	5151-A pos.1	Rubber lip seal	1
1008141	5151-A pos.5	Guidingblocks Drum 2200M T=8	2

Strategic spare parts

Art. N°	N° on drawing	Description	Qty
	4978-A pos.9	Backwash nozzles	10/disc
	3460-B pos.5	Filter panels	28/disc
1016604	4259-G pos.11	Drive chain	1
1012044	4259-G pos.7	Sprocket wheel drum	1

Critical spare parts

Art. N°	N° on drawing	Description	Qty
		Backwash pump	1
	4259-G pos.2	Drive unit	1

Definitions:

5 year service kit:

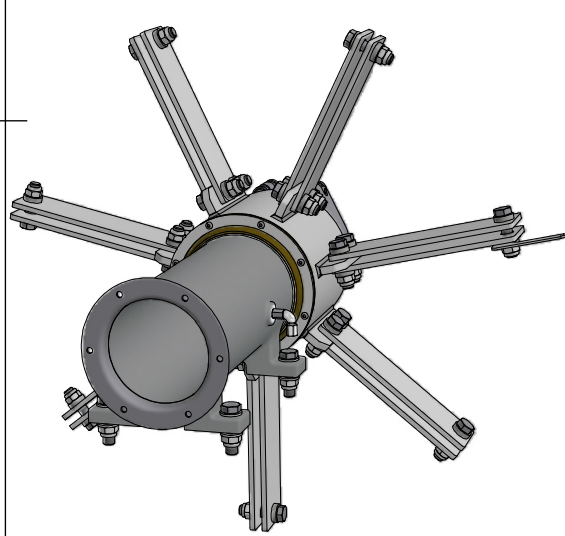
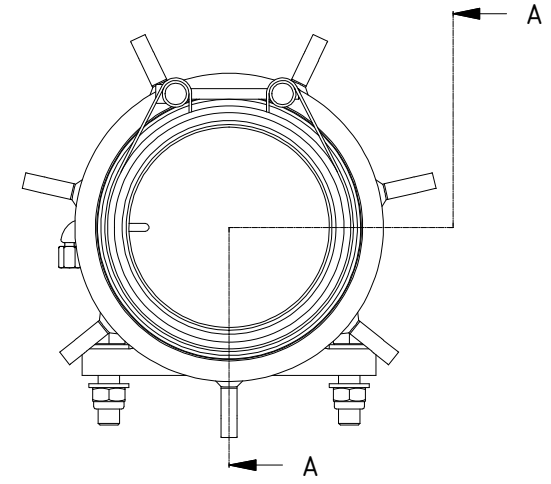
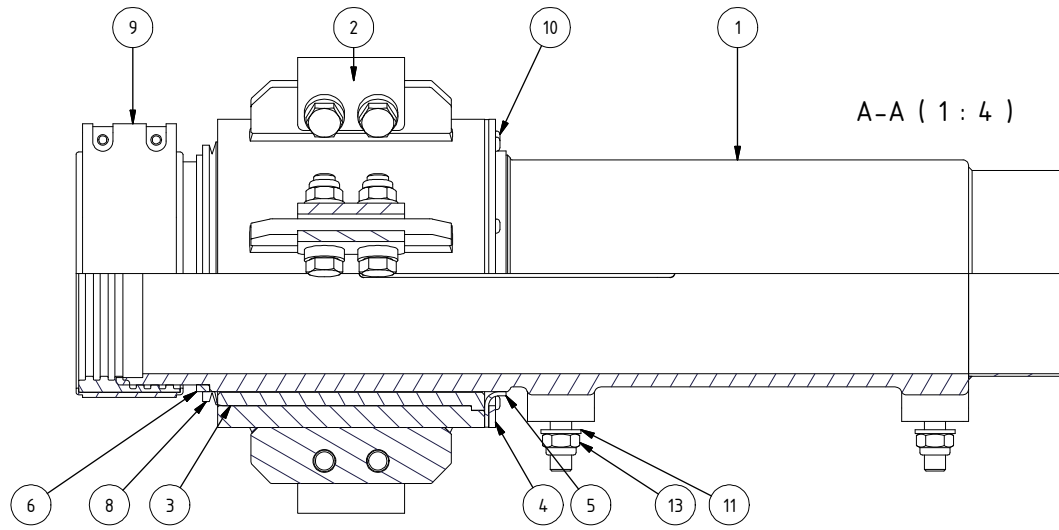
Parts to be changed after 5 years of operation

Strategic spare parts:

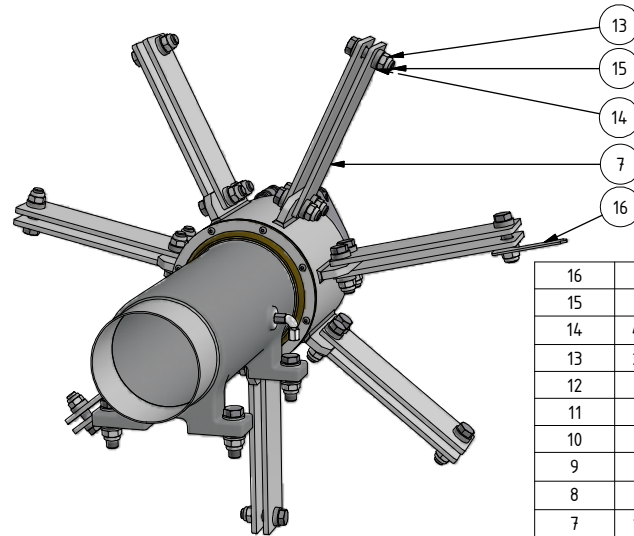
Parts with short lead time (always on Hydrotech stock) which are vital for the operation of the unit.

Critical spare parts:

Parts with long lead time which are vital for the operation of the unit, contact Hydrotech for precise delivery time.



For flush valve



Pipe connection

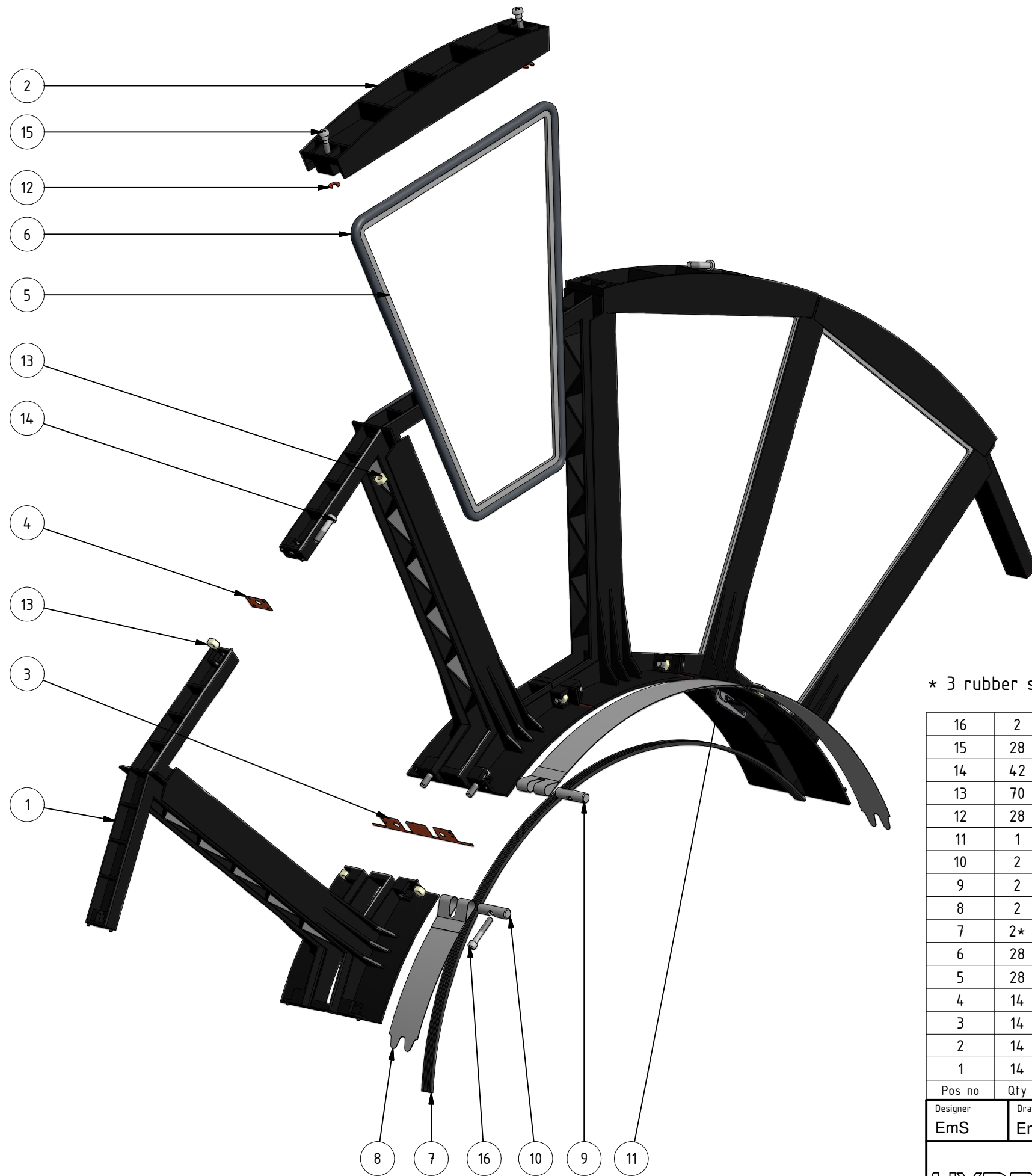
16	1	Scraper	AISI 316L		Drw. no. 3699
15	21	Screw	A4	M6S M16x65D	Art. no. 1017683
14	42	Washer	A4	18x30x8	Art. no. 1017685
13	25	Nut locking	A4	M6NM M16	Art. no. 350350
12	4	Screw	A4	M6S M16x60D	Art. no. 351660
11	8	Washer	A4	17x30x3,0	Art. no. 350570
10	8	Screw	A4	MK6S M6x16H	Art. no. 1005612
9	1	Teekay Connection		150/168,3	Art. no. 1008596
8	1	Forsheda V-ring V-180A	Nitrill		Art. no. 1010585
7	14	Spoke			Drw. no. 5145
6	1	Sleeve			Drw. no. 3351
5	1	Seal for influent bearing			Drw. no. 3350
4	1	Retaining Ring			Drw. no. 5138
3	1	Slide Bearing			Drw. no. 2918
2	1	Influent Bearing House			Drw. no. 2920
1	1	Influent centershaft			Drw. no. 4894

Part no.	Qty	Name	Material	Mod.-nr Blank Dimension Mass	Remark
Designer	Drawn by	Copy	Controlled by	Stand.	Approved
	JJ			ISO 2768-m	
			Assembly Bearing Influent HSF2200		Replaces Replaced by Date 2004-09-14 Draw. no. 2976 Edition J

K	M16x60D was M16x50H	2016-02-24	JJ	
J	Scraper added	2015-02-05	JJ	
I	New bolt joints on drum spokes	2014-05-30	JJ	190
H	Pos 4 new drw. no. 5138	2012-10-12	JJ	
G	Pos 1 new drw. no. 4894	2012-05-28	JJ	
F	Effluent -> 4295, new material	2010-05-03	JJ	
Ed.	Change and/or message no.	Date	Made by	c-m no.

PROPERTY OF DRAWINGS AND PRESCRIPTIONS
 All property rights and use remain to HYDROTECH AB Sweden
 General conditions and use for this drawing is in accordance to ORGALIME S2000

PROPERTY OF DRAWINGS AND PRESCRIPTIONS
 All property rights and use remain to HYDROTECH AB Sweden
 General conditions and use for this drawing is in accordance to ORGALIME S2000




* 3 rubber seals, 30x5 (pos 7) on the first and last filter disc.

Pos no	Qty	Name	Material	Dimension	Remark
16	2	Screw	A4	MC6S M8x50D	Art. no. 1007397
15	28	Screw	A4	MC6S M10x32	Art. no. 1013873
14	42	Screw	A4	MC6S M10x45	Art. no. 1014444
13	70	Nut		M6M M10	Art. no. 1005609
12	28	Clip			Art. no. 1013497
11	1	Rotation stop			Art. no. 1012718
10	2	Pin for strap, Ø8.5			Art. no. 1007401
9	2	Pin for strap, M8			Art. no. 1007396
8	2	Strap for filter segment			Art. no. 1006344
7	2*	Rubber seal		30x5	Art. no. 1007731
6	28	Filter panel seal			
5	28	Filter panel			
4	14	Segment seal, Upper			Art. no. 1006534
3	14	Segment seal, Lower			Art. no. 1006533
2	14	Cover for filtersegment			Art. no. 1014989
1	14	Filter segment			Art. no. 1014988

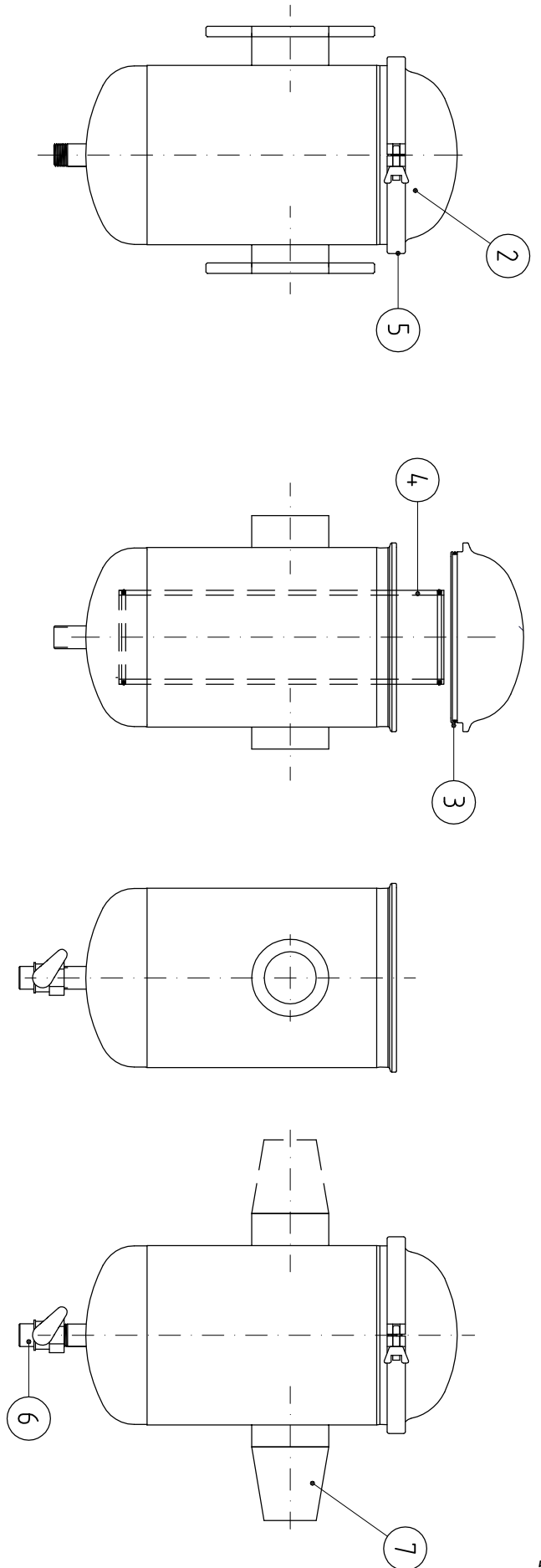
Designer EmS	Drawn by EmS	Projection method 	Controlled by	Stand. ISO 2768-m	Approved	Scale	Sheet size A3	Replaced by
Filter disc assembly Exploded view HSF2200							Sheet 1 / 1	Date 2007-04-26
							Draw. no. 3460	Edition B

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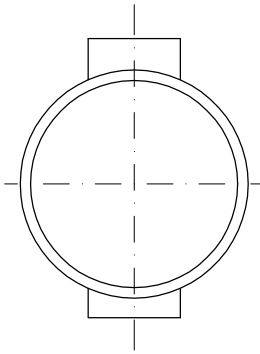
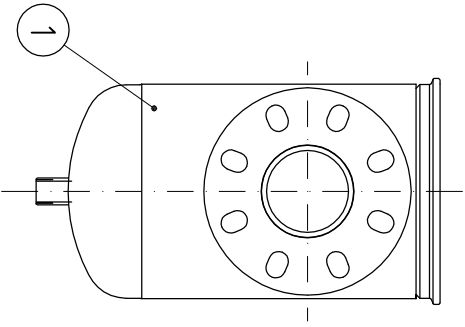
General conditions and use for this drawing is in accordance to ORGALIME S2000

Item 8B



Flanged

For welding



Ed	Change and/or message no	Date	Made by	c-m no
			V	

Part no	Quantity	Name	Material	Mod-er Blank Dimension	Remark
7	1	Reducer	AISI 316L	88.9/60.3	
6	1	Valve		3/4"	Art. No. 1011050
5	1	Clamp ring	AISI 316L	Ø200/217	Art. No. 1013204
4	1	Strainer cage	316 / PP	200 micron	Art. No. 1006903
3	1	O-ring	Nitrile	180x4,0	Art. No. 1013194
2	1	Top cap	AISI 316L		Draw. No. 3927
1	1	Filter house	AISI 316L		Draw. No. 3550

Designer	Drawn by	Copy	Controlled by	Stand.	Approved	Scale
Per	Per		ISO 2768-m			1:5

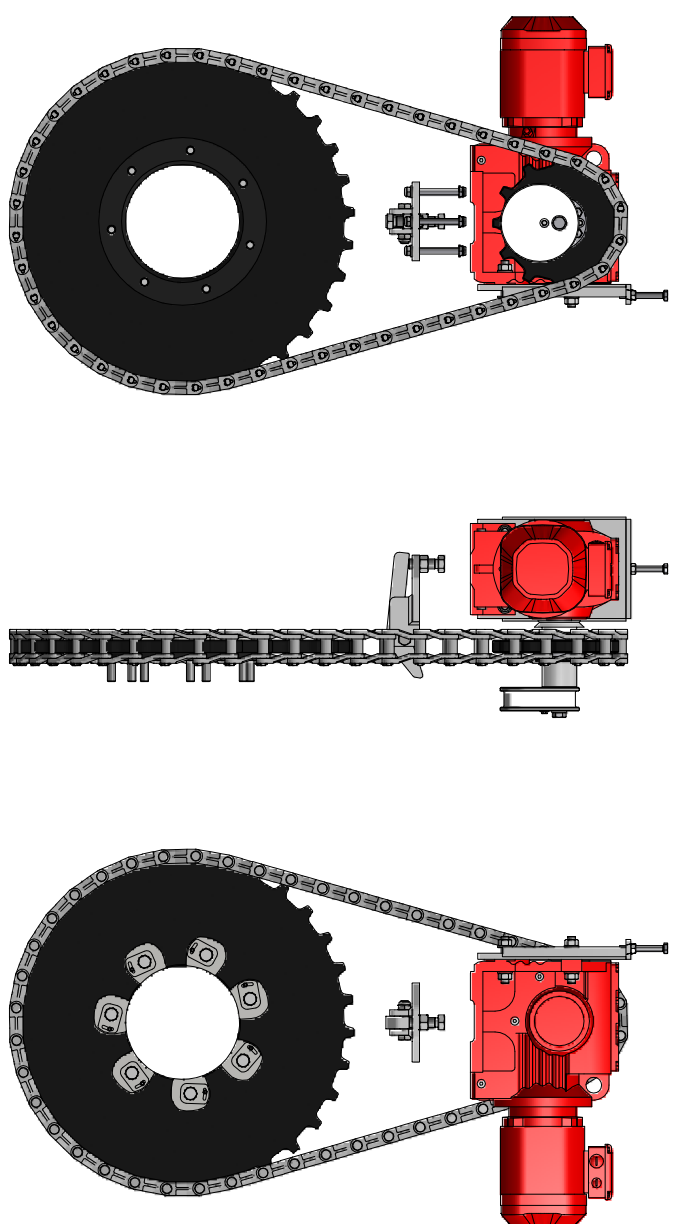
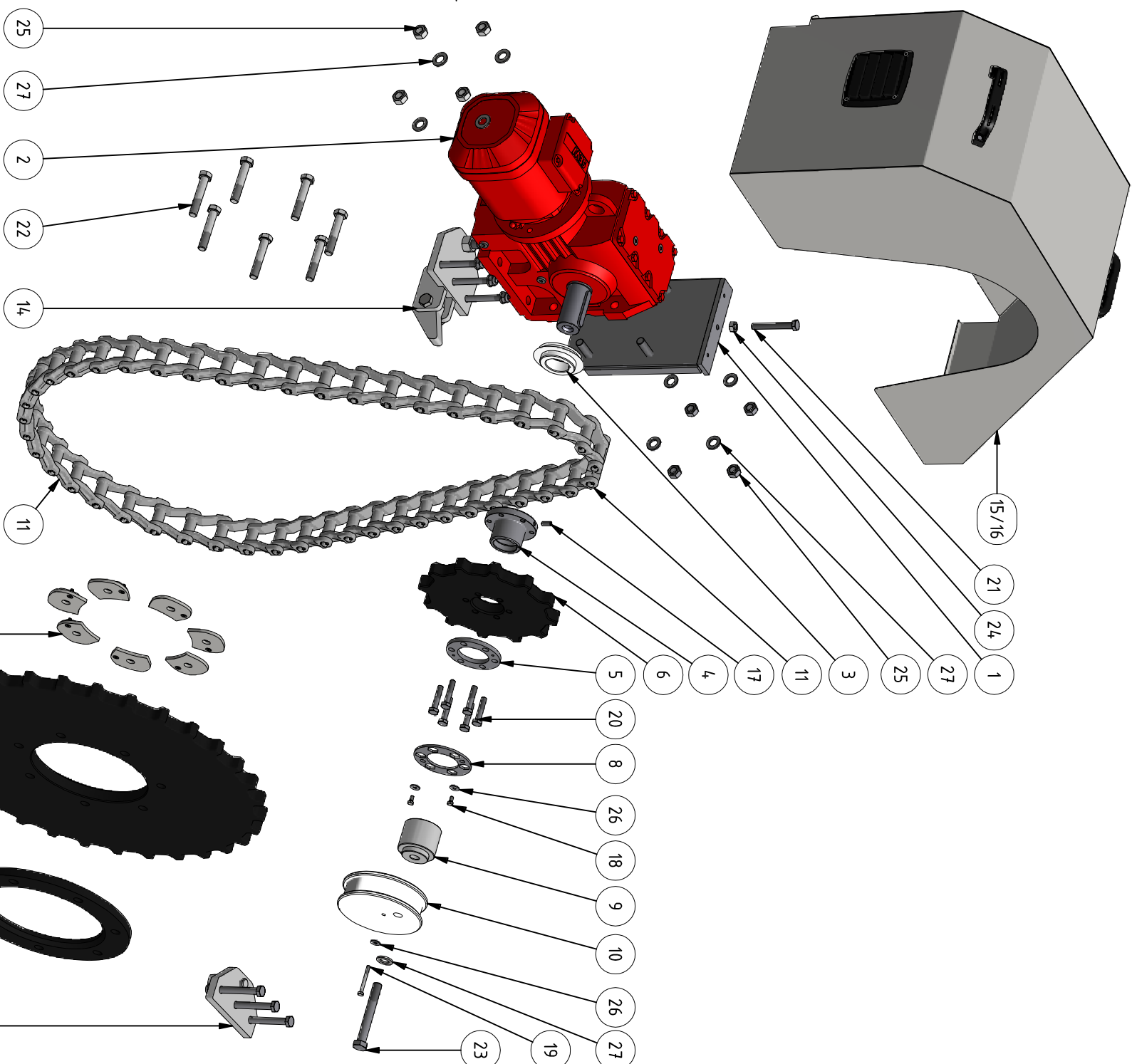
HYDROTECH 3" Strainer Assembly drawing. Can replace 3" Amiad

Draw. no.	Date
3826 Edition B	071015

PROPERTY OF DRAWINGS AND PRESCRIPTIONS

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General conditions and use for this drawing is in accordance to ORGALIME S2000



G	Pos 13 modified	2014-07-15	KÅS
F	Pos. 22 changed to Bumax88	2014-05-23	EMS
E	Drawing updated	2013-05-16	JJ
D	47 links was 46 links	2012-11-05	EMS
C	M10x50D was M12x50H	2011-12-08	EMS
B	M12x90H was M12x100	2011-09-16	EMS
Ed.	Change and/or message no.	Date	Made by c-m no.

Part no.	Qty	Name	Material	Mod.-nr/Blank Dimension Mass	Remark
1	1	Adjustment plate for motor			Drw. no. 3714
2	1	Helical-worm geared motor			S77DRE90M4, M1B
3	1	Reject ring			Drw. no. 3167
4	1	Hub Ø45 shaft			Drw. no. 3724
5	1	Flange for hub			Drw. no. 5201
6	1	Plastic sprocket, Z=12			Drw. no. 3722
7	1	Plastic sprocket, Z=32			Drw. no. 5205
8	1	Locking plate			Drw. no. 3750
9	1	Spacer for backwash drive			Drw. no. 2934
10	1	Excenter wheel			Drw. no. 2925
11	1	Drive chain, H78 Narrow		n = 47 links	Art. no. 1016604
12	1	Spacer			Drw. no. 3752
13	7	Washer with locking device			Drw. no. 5735
14	1	Lever brackets for drum			Drw. no. 2943
15	1	Motor cover HSF2200-2FN			Drw. no. 5202
16	1	Motor cover HSF2200-1FN			Drw. no. 5204
17	1	Screw	A4	MSK6SS M8x20	Art. no. 352120
18	2	Screw	A4	M6S M6x12H	Art. no. 350770
19	1	Screw	A4	M6S M6x55D	Art. no. 1008805
20	6	Screw	A4	M6S M10x50D	Art. no. 350990
21	1	Screw	A4	M6S M12x90H	Art. no. 1015075
22	7	Screw	Bumax 88 (A4)	M6S M16x90D	Art. no. 1018790
23	1	Screw	A4	M6S M16x120D	Art. no. 1008650
24	1	Nut	A4	M6M M12	Art. no. 350140
25	8	Nut	A4	M6M M16	Art. no. 350150
26	3	Washer	A4	6,4x18x1,6	Art. no. 350532
27	9	Washer	A4	17x30x3,0	Art. no. 350570

HYDROTECH

Assembly drive
Motor adjusted from above H78
Discfilter HSF2200

Draw. no.
4259 Edition G

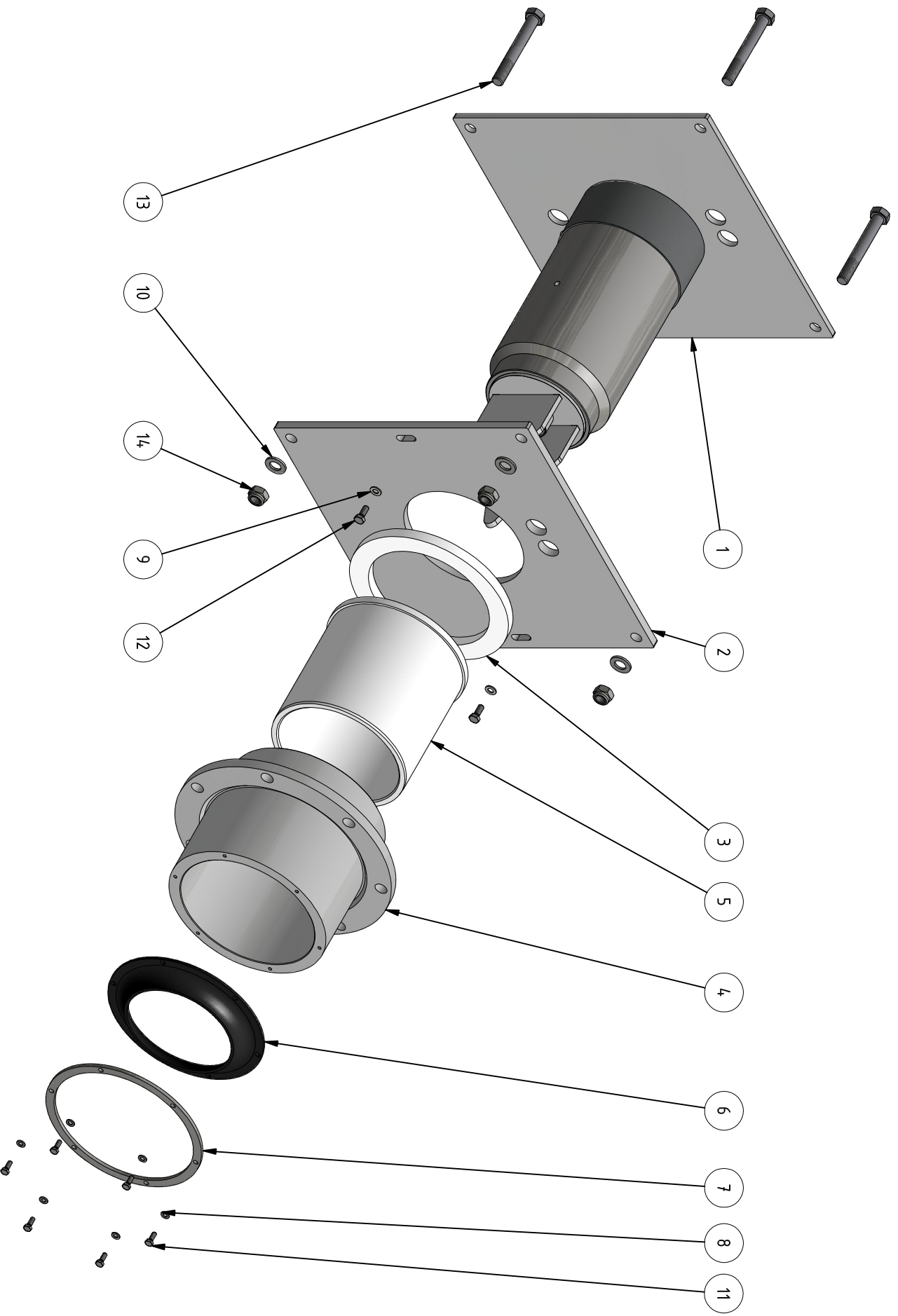
Date
2010-04-08

With flush connection



Scale 1 : 5

Without flush connection



D	Exploded view added	2014-02-19	MB
C	New drw. no. in parts list	2012-11-12	JJ
B	Option with flush connection added	2012-04-04	JJ
Ed.	Change and/or message no.	Date	Made by c-m no.

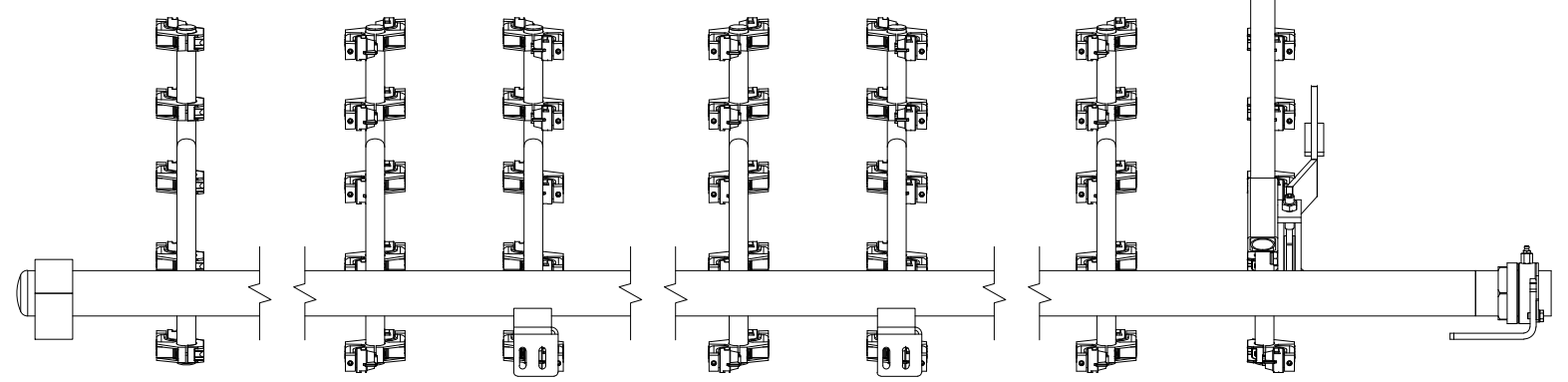
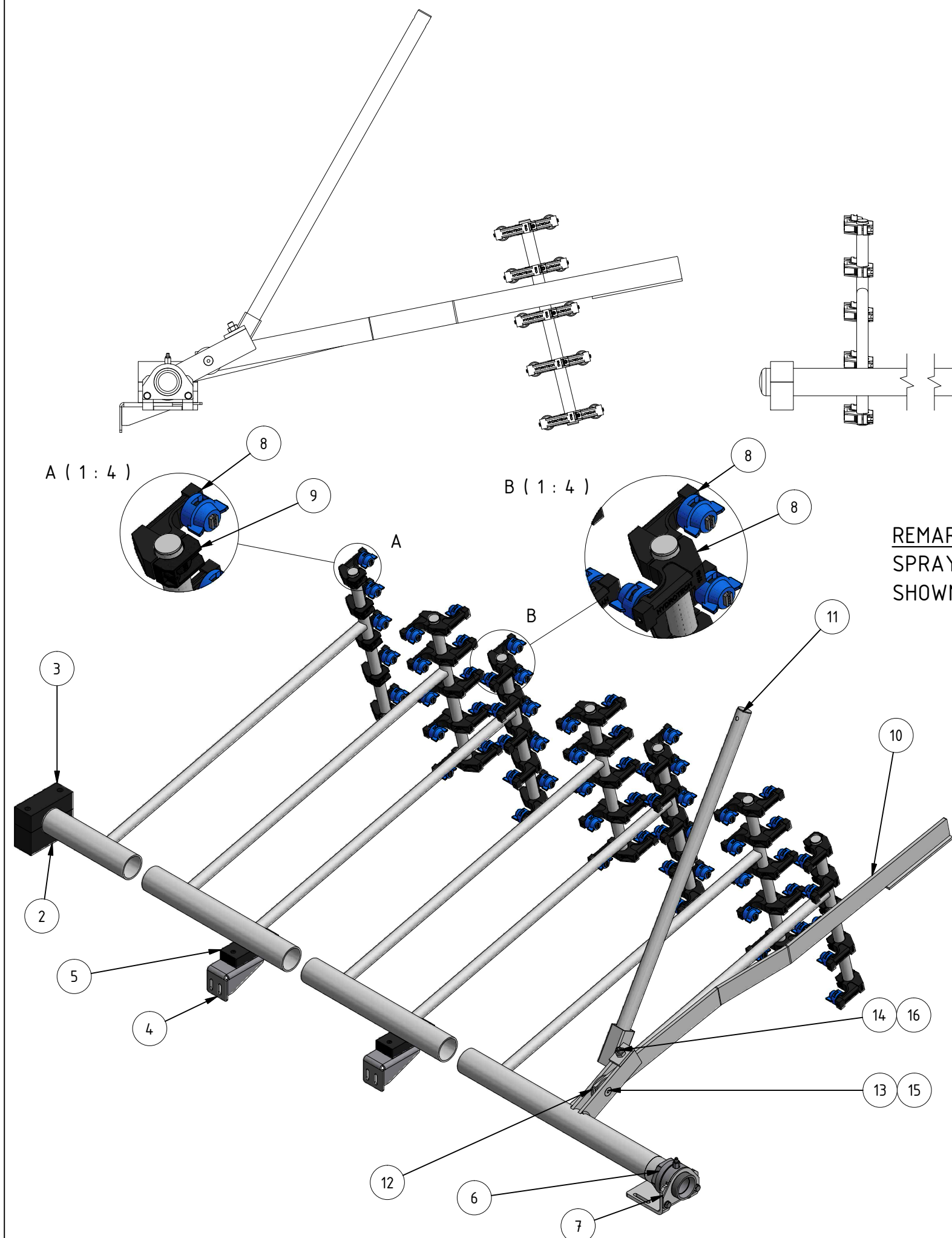
Part no.	Qty	Name	Material	Mod.-nr	Blank	Dimension	Mass	Remark
14	4	Nut locking	A4	M6NM	M16			Art. no. 350350
13	4	Screw	A4	M6S	M16x120D			Art. no. 1008650
12	2	Screw	A4	M6S	M8x20H			Art. no. 350870
11	6	Screw	A4	M6S	M6x16H			Art. no. 350780
10	4	Washer	A4	17x30x3,0				Art. no. 350570
9	2	Washer	A4	8,4x16x1,6				Art. no. 350540
8	6	Washer	A4	6,4x12x1,6				Art. no. 350530
7	1	Retaining Ring						Drw. no. 5139
6	1	Seal for Effluent Bearing						Drw. no. 2939
5	1	Slide Bearing						Drw. no. 2918
4	1	Effluent bearing house						Drw. no. 5140
3	1	Axial bearing						Drw. no. 5136
2	1	Effluent center shaft bearing						Drw. no. 2938
1	B	Effluent center shaft bracket						Drw. no. 4970

Designer	Drawn by	Copy	Controlled by	Stand.	Approved	Scale	Material	Mod.-nr	Blank	Dimension	Mass	Remark
JJ	JJ		ISO 2768-m									

HYDROTECH		Assembly Effluent Bearing		Date	
HSF2200, HSF2600		4295 Edition D		2010-05-03	

Ed.	Change and/or message no.	Rev date	Made by	c-m no.
B	Pos 8 & 9. Table updated	2017-03-01	FT Item 8B	

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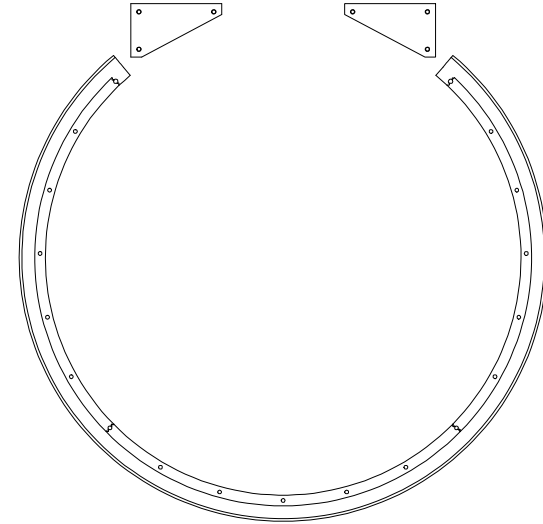
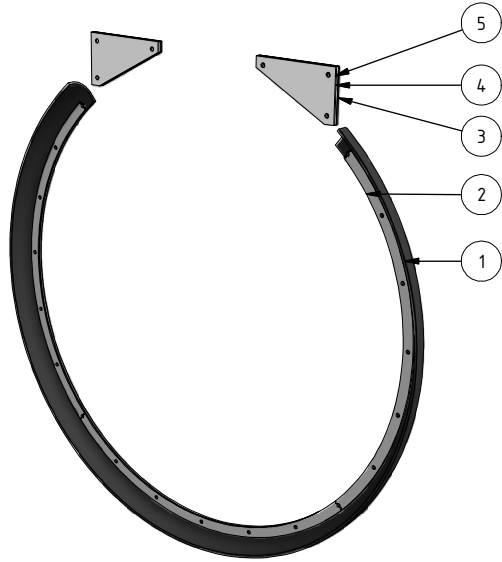


REMARK:
 SPRAY BAR CONFIGURATION
 SHOWN FOR GRP-COVER.

TYPE	A	B
HSF 2204	40	0
HSF 2206	60	0
HSF 2208	80	0
HSF 2210	100	1
HSF 2212	120	1
HSF 2214	140	1
HSF 2216	160	1
HSF 2218	180	2
HSF 2220	200	2
HSF 2222	220	2
HSF 2224	240	2

Pos no	Qty	Name	Material	Dimension	Remark
16	1	Nut	A4	M6M M12	Art. no. 350140
15	1	Nut locking	A4	M6NM M10	Art. no. 350330
14	1	Screw	A4	MSK6SSM12x50	Art. no. 1014405
13	1	Screw	A4	MF6S M10x40H	Art. no. 1009787
12	2	Washer			Drw. no. 5149
11	1	Fold out lever			Drw. no. 4979
10	1	Lever arm			Drw. no. 2960
9	10	Clamp unit			Drw. no. 20888 (HSF22)
8	A	Nozzle unit, Hydrotech			Drw. no. 20887
7	1	Swivel holder			Drw. No. 2614
6	1	Swivel			Drw. no. 3942
5	B	Mid support bearing f. spray bar			Drw. no. 2821
4	B	Support for spray bar			Drw. no. 2811
3	1	Bearing for spray bar, upper part			Drw. no. 1672
2	1	Bearing for spray bar, lower part			Drw. no. 2978
1	1	Spray bar			Drw. no. 3803

Designer Per	Drawn by FT	Projection method 	Controlled by	Stand. ISO 2768-m	Approved	Scale 1:10	Sheet size A3	Replaced by
HYDROTECH Assembly spray bar Tank with MTR pump on motor side HSF2200-1FN & High flow tanks							Sheet 1 / 1	Date 2012-11-28
							Draw. no. 4978	Edition B



5	0-4	Spacer for axial bearing, t=8				Drw. no. 2941		
4	0-2	Spacer for axial bearing, t=5				Drw. no. 5137		
3	0-2	Spacer for axial bearing, t=3				Drw. no. 3141		
2	3	Clamp bar				Drw. no. 4864		
1	1	Rubber lip for inlet				Drw. no. 2931		
Pos no	Qty	Name	Material	Dimension	Remark			
Designer	Drawn by	Projection method	Controlled by	Stand.	Approved	Scale	Sheet size	Replaced by
	JJ			ISO 2768-m		1 : 10	A3	
		Inlet seal assembly				Sheet	Date	
		HSF2200				1 / 1	2012-12-06	
				Draw. no.	Edition			
				5151	A			

SERVICE

HSF2204/24-1F-2F

Checklist / service report

To be done on every visit

Check backwash pressure

Remarks: _____

Check panels for damage

Remarks: _____

Visually inspect the inside of the unit

Remarks: _____

Check the nozzles for clogging

Remarks: _____

Lubricate all grease points of the unit

Remarks: _____

Check drive chain tension

Remarks: _____

Visually inspect the outside of the unit, clean if needed

Remarks: _____

SERVICE

HSF2204/24-1F-2F

To be done on yearly visit

Check oil condition in drive unit according to separate manual

Remarks:

Check drum bearings for wear

Remarks:

Check shaft gaskets for wear

Remarks:

Check inlet gasket for wear

Remarks:

SERVICE

HSF2204/24-1F-2F

To be done every five years

Replace the parts from service kit

OK

<input type="checkbox"/>	Slide bearing for drum
<input type="checkbox"/>	Rubber lip inlet seal
<input type="checkbox"/>	V-sealing, V-180A
<input type="checkbox"/>	Axial bearing
<input type="checkbox"/>	Rubber sealing shaft
<input type="checkbox"/>	Sprocket wheel motor 2200 Z=12
<input type="checkbox"/>	Wheel to backwash unit 2200-N
<input type="checkbox"/>	Bearing bracket 2200
<input type="checkbox"/>	Bearing fir spray water pipe
<input type="checkbox"/>	Swivel connection, 2"
<input type="checkbox"/>	Cartridge, 200
<input type="checkbox"/>	Rubber lip seal
<input type="checkbox"/>	Guidingblocks Drum 2200M T=8

Check and if needed replace strategic and critical parts

OK

Replaced

<input type="checkbox"/>	Backwash nozzles	Qty: _____
<input type="checkbox"/>	Filter panels	Qty: _____
<input type="checkbox"/>	Drive chain	Qty: _____
<input type="checkbox"/>	Sprocket wheel, drum	Qty: _____
<input type="checkbox"/>	SEW drive unit	Qty: _____
<input type="checkbox"/>	Backwash pump	Qty: _____

Remarks:



Staff Report to City Council

FOR THE FEBRUARY 12, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: City Manager Performance Evaluation and Merit-Based Compensation Adjustment.

Budget Impact Overview:

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

RECOMMENDED ACTION: Receive and File

Summary/Background

On December 8, 2024, during a closed session, the City Council negotiated amendments to the City Manager’s contract. The following changes are effective January 1, 2025:

1. **Cost of Living Increase:**
 The City Manager shall receive a cost of living increase of 3.67%. This is the same cost of living increase other City employees received.
2. **Vehicle Allowance:**
 The City Manager’s vehicle allowance is increased from \$400 per year to \$450 per year.

A copy of the City Manager’s agreement as amended is attached hereto.

On January 22, 2025, during a closed session, the City Council conducted a comprehensive performance evaluation of the City Manager's job performance for the calendar year 2024. Following a detailed review, the Council determined that the City Manager’s performance met the contractual threshold for an "exemplary" evaluation, as defined in Section 7, Subsection C (Performance Pay) of the City Manager’s employment contract.

Pursuant to the terms of the contract, the following adjustments are authorized and effective as of January 1, 2025:

3. **Merit-Based Salary Increase:**
 The City Manager shall receive a 5% increase in base salary.
4. **Deferred Compensation Contribution:**
 The City shall increase its contribution to the City Manager's deferred compensation plan by an additional \$200 per pay period.

The Council expressed its appreciation for the City Manager’s dedication and contributions during 2024, which positively impacted the City’s operations and strategic objectives. These compensation adjustments reflect the City Council's commitment to recognizing and rewarding exemplary performance as outlined in the employment agreement.

This adjustment shall be implemented by minute order or other appropriate Council action to ensure compliance with contractual obligations.

Attachments:

1. City Manager's Contract

EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS EMPLOYMENT AGREEMENT ("AGREEMENT"), is made and entered into effective the 29th day of November, 2023 (the "Effective Date"), by and between the City of Colfax, a California municipal corporation and general law city (the "City") and Ronald Walker ("City Manager"), both of whom understand and agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

A. The City wishes to employ Ronald Walker as its City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances; and

B. Ronald Walker desires to accept employment by the City as its City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises, terms and conditions of this Agreement, the City and City Manager agree as follows:

Section 1. Employment

The City hereby employs Ronald Walker as its City Manager to perform the duties and functions identified in Colfax Municipal Code Title 2, Chapter 2.08, and other duties and functions as the Mayor and/or the City Council assign either orally or in writing to the City Manager. Ronald Walker hereby accepts employment as City Manager subject to the terms and conditions of this Agreement and agrees (1) to devote his full time, attention, and energies to performing all such duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests of the City. City Manager shall have the authority to execute contracts on behalf of and bind the City for amounts up to and including \$10,000 per contract, subject to the direction and control of the City Council. With this exception, City Manager agrees that he has no authority to bind the City or any of its elected or appointed officials or commit the City to any course of action without the duly authorized written consent of the Mayor and/or the City Council. City Manager acknowledges that the position of City Manager is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

Section 2. No Other Employment

City Manager agrees not to undertake any other employment during the term of this Agreement that will diminish the number of hours he has available to lawfully work for the City. City Manager further agrees to confer with the Mayor and/or the City Council or a designated subcommittee thereof before undertaking any projects for organizations other than the City which may require a time commitment by City Manager that may diminish the number of hours he has available to lawfully work for the City.

Section 3. Employment Agreement Controls.

In the event of any conflict or ambiguity between the terms of this Agreement and the Colfax Municipal Code Title 2, Chapter 2.08, the terms of this Agreement shall control.

Section 4. Term.

A. This Agreement is effective November 29, 2023, and shall automatically terminate on November 29, 2028, unless extended by both City Manager and City or unless and until it is terminated by either party as hereinafter provided. City Manager agrees that he serves at the pleasure of the City. Either the City or City Manager may, consistent with the provisions of Section 5 of this Agreement, terminate this Agreement and the relationship created hereby at any time for any reason with or without Good Cause.

B. Notwithstanding any other provision of this Agreement or of the Colfax Municipal Code, City Manager shall not be removed from office, except for Good Cause as defined in Section 5 C (iii) below, during or within a period of 30 days prior and 90 days immediately succeeding any general or special election held in the City at which a member of the City Council is elected, or within a period of 90 days immediately after a new member of the City Council is appointed. In this regard, Colfax Municipal Code Title 2, Chapter 2.08, Section 2.08.040 in effect as of the Effective Date is expressly made applicable to City Manager.

Section 5. Termination of Agreement.

A. City Manager may terminate this Agreement and resign as City Manager at any time, for any reason, upon one-month prior written notice to the City. Upon receipt of written notice from City Manager, the City may elect to immediately remove City Manager from his position as City Manager or to allow City Manager to remain as City Manager for all or any part of the one-month notice period. If the City removes City Manager from his position as City Manager prior to the expiration of the one-month notice period, the City will pay City Manager an amount equal to the salary and benefits that City Manager would have received if he had remained in the City Manager position until the expiration of the one-month notice period, less legally required withholdings. If the City advises City Manager that he should continue to perform his duties and functions as City Manager during the one-month notice period, and City Manager fails to do so, City Manager will receive no salary or benefits after the last date on which he actually performs his City Manager duties and functions.

B. Unless the City Manager is terminated for Good Cause as defined below, then upon termination by the City of City Manager's employment, the City shall pay the City Manager his accrued but unpaid salary and his accrued but unpaid vacation in addition to the amounts payable to the City Manager under this Agreement. In addition thereto, if this Agreement is terminated by the City without Good Cause prior to November 29, 2024, then upon the effective date of termination, the City shall pay City Manager an amount equal to three months of gross pay as severance compensation. That severance compensation shall increase by one month for every year of City Manager's service as City Manager after November 29, 2023, up to a maximum total of four months. All of such gross pay shall be subject to usual state and federal withholding. With the exception of the foregoing, City shall not pay City Manager any other amounts whatsoever upon termination of City Manager's employment. City Manager shall not be entitled to receive any severance compensation if City Manager resigns his employment with City or terminates this Agreement, or if City Manager is terminated for Good Cause.

- C. (i) If the City elects to terminate this Agreement for Good Cause, it will pay City Manager for all earned pay and accrued, unused vacation benefits at the time it notifies City Manager of the termination decision, less legally required withholdings. City Manager will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated for Good Cause. If the City elects to

terminate this Agreement with Good Cause, it will provide City Manager with a brief, written explanation for that decision sent to City Manager's last known home address. City Manager shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under any provision of the Colfax Municipal Code or otherwise. City Manager shall have the right to meet with the City Council in closed session for the purpose of discussing the basis for his proposed termination for Good Cause prior to a final vote on his termination for Good Cause. In order to exercise that right, he must provide a written request to meet in closed session to the Mayor of the City within fifteen days after the date that the City notifies him that this Agreement and his employment by the City are being terminated for Good Cause. Failure to timely provide such written notice shall constitute a waiver of the right to be heard.

(ii) If the City Council proposes to terminate this Agreement and City Manager's employment for Good Cause, the City Council may consider granting City Manager, upon City Manager's written request, the opportunity to cure the proposed reason for termination within a thirty (30) business day period after City Manager is advised of the reason the City Council is considering termination of this Agreement and City Manager's employment.

(iii) For purposes of this Section 5, "Good Cause" includes without limitation, as determined in the sole discretion of the City, any of the following: (1) neglect of or failure to adequately perform the essential duties or functions of City Manager, (2) insubordination, (3) dishonesty, (4) embezzlement, (5) violation of Federal, State or local requirements pertaining to conflict of interest, (6) appearance of a conflict of interest, (7) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the City or City Manager's reputation, (8) involvement in any act involving moral turpitude that would compromise City Manager's effective performance as City Manager, (9) taking a position adverse to the interests of the City without the City's prior written consent, (10) violation of any fiduciary duty owed to the City, (11) proven failure of City Manager to observe or perform any of his duties and obligations under this Agreement or (12) inability to perform the essential duties and functions of the City Manager position as referred to in Section 6 of this Agreement.

(iv) If termination of this Agreement is the result of the death of City Manager, the City shall pay all salary and benefits due up to and including City Manager's date of death to City Manager's legal heir(s).

D. In the event this Agreement is terminated by the City or City Manager for any reason, the City and City Manager agree that neither party shall make any written or oral statements to members of the public, the press, or any City employee concerning City Manager's termination except in the form of a joint press release or statement which is mutually agreeable to both parties. The joint press release or statement shall not contain any text or information that is disparaging to the City or City Manager. Either party may orally repeat the substance of the joint press release or statement in response to any inquiry.

Section 6. Inability To Perform Essential Duties and Functions.

City Manager agrees that if he is unable to perform the essential duties and functions of the City Manager position for any reason for more than 60 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on City Manager's inability to perform the essential duties and functions of the City Manager position, it will so advise City Manager in a writing sent to

City Manager's last known home address. At the time the City provides such notice, it will pay City Manager for all earned pay and accrued, unused vacation benefits, less legally required deductions. Once said amounts have been paid, all financial obligations between City and City Manager shall cease.

Section 7. Compensation

A. Base Compensation

The City agrees to pay City Manager for the performance of his duties and functions a starting salary of \$146,000 per year that can be adjusted in accordance with Section C below. City Manager's salary will be paid in installments at the same time that other employees of the City are paid, prorated for any partial month of service. The City shall have the right to increase City Manager's base annual salary at any time. Any adjustment to City Manager's salary must be authorized in writing by the City. City Manager shall not be entitled to receive payment or credit for, and the City shall not pay or credit City Manager for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. City Manager acknowledges that the position of City Manager is exempt from the provisions of the Fair Labor Standards Act (FLSA).

B. Annual Cost Of Living Adjustment.

At the commencement of the second year of service under this Agreement, and on each annual anniversary date of this Agreement thereafter (the "Adjustment Date"), and provided that City Manager remains employed by the City, the City Manager's annual salary shall increase by the increase in the Consumer Price Index (CPI), calculated as follows. The base for computing the annual salary adjustment is the Consumer Price Index, All Urban Consumers, All Items, For The San Francisco Bay Area, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") which is in effect on the Effective Date (the "Beginning Index"). The Index published most immediately preceding the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension has increased over the Beginning Index, the increase in the City Manager's salary shall be set by multiplying the City Manager's gross annual salary immediately prior to the Adjustment Date by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the City Manager's salary be decreased and in no case shall this increase exceed five percent (5%). If the CPI is discontinued by the Bureau of Labor Statistics, the Index designated by the Bureau of Labor Statistics as replacing the CPI shall be used. The CPI increase provided for in this paragraph shall be in addition to any other salary or benefit increase the City Council may authorize.

C. Performance Pay. The Council desires to encourage excellent performance by the City Manager and utilize the annual performance review for this purpose. City shall evaluate Employee's performance in November 2024 and each year thereafter. If the City Manager receives an exemplary evaluation, the City Manager shall receive a five percent (5%) merit increase and an additional \$200 per pay period in Employer's contribution to the City's deferred compensation plan commencing January 1, 2025, and an additional five percent (5%) merit increase and an additional \$200 per pay period in Employer's contribution to the City's deferred compensation plan each year thereafter for which City Manager receives an exemplary performance evaluation. This adjustment may be implemented by minute order or other action of the Council.

Section 8. Benefits.

During the term of this Agreement and his employment hereunder, City Manager shall be entitled to receive the following benefits on the same terms and conditions as other City department heads:

- A. Vacation: City Manager shall accrue vacation at the rate specified in the City's July 1, 2017 adopted Employee Handbook based on City Manager's original hire date.
- B. Holidays: City Manager shall be entitled to holidays and holiday pay consistent with the City's adopted Employee Handbook.
- C. Sick Leave: City Manager shall accrue sick leave at the rate specified in the City's adopted Employee Handbook.
- D. Bereavement Leave: City Manager shall be entitled to bereavement leave consistent with the City's adopted Employee Handbook.
- E. Health Plan. City Manager and City Manager's qualified dependents shall be eligible to participate in City's sponsored health plan consistent with the City's adopted Employee Handbook as it pertains to exempt employees. Any and all monthly premium payments payable by City Manager may, at City Manager's discretion, be deducted from the City Manager's paycheck as a pre-tax deduction as allowed by applicable law. City Manager shall be permitted, at City Manager's election, to receive \$800 per month in lieu of medical insurance which can be paid directly to City Manager or deposited into one of the City's qualified plans for City Manager's benefit.
- F. Pension: On the same basis as other department heads employed by the City, which is currently the California Public Employee's Retirement System (CalPERS) 2% at 60.
- G. Compensated Time Off/Administrative Time: City Manager shall be entitled to compensated time off/administrative leave consistent with the City's adopted Employee Handbook.
- H. Other benefits on the same basis as department heads covered by the City's adopted Employee Handbook.
- I. City Manager shall either receive a \$50 per pay period stipend for using his mobile phone for City business or the City Manager shall use a City mobile phone provided.
- J. Relocation Reimbursement - It is the City's preference that the City Manager live no further than 20 minutes from Colfax for emergency response purposes. City Manager shall be provided a one-time reimbursement for a U-Haul or equivalent vehicle, moving supplies and other miscellaneous moving costs for purposes of moving his personal residence from Live Oak, California to or near Colfax, California. This reimbursement shall not exceed \$1,500.
- K. City Manager shall prepare an annual personal educational training plan for consideration by the City Council focused on best practices for new city managers. This training will be carried out in the 12 months immediately following Council adoption of said plan and shall be incorporated into the two-year budget for the City.

Section 9. Automobile

While this Agreement remains in effect, City shall pay City Manager a vehicle allowance of \$450 per month, subject to periodic adjustments approved by the City Council. At all times during this Agreement, City Manager shall keep and maintain a policy of comprehensive automobile insurance (Bodily Injury and Property Damage) on owned, leased and non-owned vehicles used in connection with City business of no less than

\$500,000 combined single limit per occurrence. Proof of such insurance shall be provided to the City's risk manager. The City Manager's insurance coverage shall be primary as respects the City, its officers, agents, employees and volunteers. Any insurance kept or maintained by the City, its officers, agents, employees and volunteers shall be excess of City Manager's and shall not contribute with it.

Section 10. Performance Evaluations

The City Council shall review and consider City Manager's performance as City Manager as close as reasonably possible to the beginning of each year while this Agreement, or any renewal or extension of this Agreement, remains in effect. The review shall be discussed with City Manager and reduced to writing, and shall only cover the annual period of performance being reviewed.

Section 11. Confidential Information.

City Manager agrees that he will not reveal any confidential information about the City or City employees that he learns while performing the duties and functions of City Manager.

Section 12. City Property.

City Manager agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Manager are and will remain the exclusive property of the City. City Manager will immediately deliver all originals and all copies of such materials that are in his possession or control to the City upon termination of this Agreement or upon any request from the Mayor and/or the City.

Section 13. Assistance in Litigation.

City Manager agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. City Manager further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims that are adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. City Manager agrees to notify the City immediately upon receipt of any legal process pertaining to the City.

Section 14. Alternative Dispute Resolution

(a) City Manager and the City agree that if a dispute arises from or relates to this Agreement, to City Manager's employment as City Manager or his termination or resignation from that position, or to the amount of pay or benefits which City Manager is owed, then before resorting to mediation, arbitration or other legal process, City Manager and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council shall first meet and confer and attempt to amicably resolve any such dispute subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 30 days after provision of that written notice by the party desiring to meet and confer, City Manager and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council shall meet in person and attempt to amicably resolve their dispute. 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 sub-Section 14 (b) below. Any resolution shall be subject to approval by a majority of the City Council.

(b) Subject to the provisions of sub-Section 14 (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 nearest 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 nearest 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, then 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 shall submit selection of an arbitrator to the mediator, whose selection of an arbitrator 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, other than himself/herself, at the nearest office of the Judicial Arbitration and Mediation Service (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 or pursuant to such other process as the City and City Manager may agree. In either case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement. The award of the arbitrator shall be subject to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. The City shall pay the costs incurred with JAMS for the arbitration. The arbitration hearing shall last as long as is reasonably necessary for the arbitrator to decide all issues in dispute. Both parties shall be allowed to present to the arbitrator all legal and equitable claims available to them under law.

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 THIS SECTION 14. 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 THIS AGREEMENT TO ALTERNATIVE DISPUTATION AS PROVIDED IN THIS SECTION 14.

City **Initial** \ City Manager's I

Section 15. Indemnification

Pursuant to the requirements of the California Government Code, including but not limited to Sections 825, 995, 995.2, 995.8 and 996.4, as amended from time to time, the City shall defend, save harmless and indemnify City Manager against any tort, professional liability claim and demand or other claim or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of City Manager's duties as City Manager. Said defense shall be provided by the City until such time as all legal action on the matter is concluded.

Section 16. Governing Law.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 17. Headings.

The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 18. Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by City Manager without the prior express written approval of the City.

Section 19. Severability.

If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 20. Notices.

Notices pursuant to this Agreement shall be given in writing and shall be deemed given when personally served upon the person to whom addressed or when mailed by certified or registered mail and deposited with the United States Postal Service, postage prepaid and addressed as follows:

City: Mayor, City of Colfax
P.O. Box 702
 33 S. Main Street
 Colfax, CA 95713

City Manager: Ronald Walker
 Colfax City Hall
 P.O. Box 702
 Colfax, CA 95713

Section 21. Modification.

This Agreement may only be modified in a writing signed by the City and the City Manager.

Section 22: Abuse of Office.

- A. Any salary paid to City Manager pending an investigation shall be fully reimbursed to City if City Manager is convicted of a crime involving an abuse of City Manager's office or position, as set forth in Government Code sections 53243 and 53243.4. Any funds City pays or provides for the legal criminal defense of City Manager shall be fully reimbursed to the City if the City Manager is convicted of an abuse of City Manager's office or position, as set forth in Government Code sections 53243.1 and 53243.4. If this Agreement is terminated, any cash settlement or severance related to the termination that the City Manager receives from the City shall be fully reimbursed to the City if

the City Manager is convicted of a crime involving an abuse of City Manager's office or position, as set forth in Government Code sections 53243.2 and 53243.4.

- B. In accordance with and subject to Government Code Section 53244, if City Manager is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, City Manager's official duties, City Manager shall forfeit any contract right or other common law, constitutional, or statutory claim against the City to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which City Manager may be entitled under any public retirement system in which City Manager is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Government Code Sections 7522.70, 7522.72, or 7522.74.

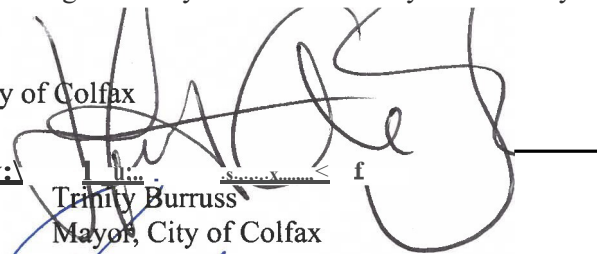
Section 23. Entire Agreement.

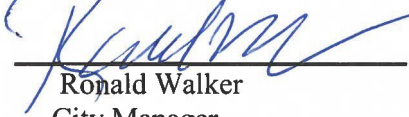
This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between City Manager and the City regarding his employment as City Manager. City Manager and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 24: Execution.

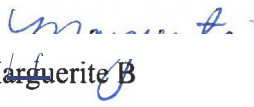
This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as manually executed signature and agreement.

City of Colfax

By:  _____
 Trinity Burruss
 Mayor, City of Colfax

 _____
 Ronald Walker
 City Manager

ATTEST:

 Clerk
 Marguerite B

 _____
 Alfred A. Cabral, City Attorney