

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

August 13, 2025

Regular Session 6:00 PM

Closed Session to Follow

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

ZOOM at

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

While the City makes every effort to allow public participation in City Council meetings via Zoom and Facebook Live as described above, we cannot guarantee these services will

be accessible. We encourage interested members of the public to submit written

comments in advance of the meeting or attend the meeting in person.

1 OPEN SESSION

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

1B. **Pledge of Allegiance**

1C. **Roll Call**

1D. **Approval of Agenda Order**

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

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

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

2 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

2A. **Minutes** (Pages 4-7)

Recommended Action: By Motion, approve the Colfax City Council minutes of 7/23/2025.

2B. **Cash Summary – July 2025** (Pages 8-14)

Recommended Action: Accept and File.



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.

August 13, 2025

- 2C. **Quarterly Investment Report – Quarter Ended June 30, 2025** (Pages 15-28)
Recommended Action: Accept and File.
- 2D. **City Project Report** (Pages 29-32)
Recommended Action: Review and Comment.
- 2E. **PG&E Microgrid Station Sublet Agreement** (Pages 33-43)
Recommended Action: Adopt Resolution __-2025 authorizing the city manager to enter into a PG&E Microgrid Substation sublet agreement for 7 North Main St.
- 2F. **Fund 292 Alternate Usage** (Pages 44-48)
Recommended Action: Adopt Resolution __-2025, directing the City Manager to allocate an amount not to exceed \$51,150.00 from Fire Capital Fund 292 to serve as the City’s required match for the Community Home Hardening and Defensible Space Grant.
- 2G. **On-Call Construction Inspection Services – UNICO Engineering** (Pages 49-65)
Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to execute a Consultant Services Agreement with UNICO Engineering for On-Cal Construction Inspection Services for a 3-year term in an amount not to exceed \$200,000.00.

*** 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. **Supervisory Control and Data Acquisition (SCADA) At the Wastewater Treatment Facility** (Pages 66-90)
Recommended Action: Adopt Resolution -__2025 authorizing the City Manager to enter into an agreement with Control Point Engineering for the completion and integration of a new SCADA system at the Wastewater Treatment Plant in an amount not to exceed \$163,550.00.
- 8B. **Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order – Wastewater Treatment Plant** (Pages 91-102)
Recommended Action: Adopt Resolution __-2025 authorizing the City Manager to execute an agreement with Hach Company for an equipment purchase not to exceed \$43,000.00.



8C. Sierra Vista Community Center Ad Hoc Committee Report (Page 103)

Recommended Action: Review the report and provide recommendations on how to proceed.

9 GOOD OF THE ORDER

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

9A. Public Comment on Good of the Order

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

10 CLOSED SESSION

10A. Public comment (On Closed Session Items Only)

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

10C. Side Letter Agreement between the City of Colfax (“City”) and International Union of Operating Engineers, Stationary Engineers, Local 39 (“Union”)

Recommended Action: Adopt Resolution __-2025 Directing Staff to make the agreed upon changes to the current Memorandum of Understanding (MOU) between the parties covering the term July 1, 2021 through June 30, 2026.

**10D. Public Employee Performance Evaluation Pursuant to Government Code Section §54957
Title: City Manager**

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/>



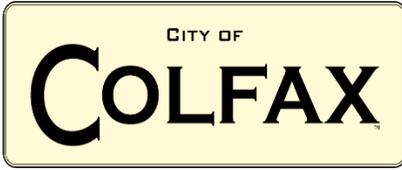
Amanda Ahre, City Clerk

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, July 23, 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 Lomen called the Open Session to order at 6:04 p.m.

1B. Pledge of Allegiance – Mayor Lomen 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 Mayor Pro Tem 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

Councilmember Hillberg requested to pull item 2B from the consent calendar.

2A. Minutes

Recommended Action: By Motion, approve the Colfax City Council minutes of 7/9/2025.

2C. City Project Report

Recommended Action: Review and Comment.

2D. ADU Ordinance Update

Recommended Action: Conduct a second reading and adopt the attached Ordinance updating the City’s Zoning Code Section 17.196 Accessory Dwelling Unit Ordinance as recommended by the State Housing and Community Development Department (HCD), to be effective 30 days after adoption.

2E. CDBG Grant Administration and Labor Compliance Professional Service Agreement – Adams Ashby Group Inc.

Recommended Action: Adopt Resolution 30-2025 authorizing the City Manager to execute a Professional Services Agreement with Adams Ashby Group, Inc., providing Grant Writing, Administration, and Implementation services for State and Federal Grant Programs in an amount not to exceed \$500,000.00 for a 5-year term.

MOTION made by Councilmember Douglass to approve the consent calendar, excluding Item 2B, Seconded by Mayor Pro Tem McCully, and approved by the following vote:

AYES: Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss

Items pulled from the Consent Calendar

2B. Minutes

Recommended Action: By Motion, approve the Colfax City Council Special Meeting minutes of 7/10/2025.

Councilmember Hillberg questioned how the City can move forward with planning Winterfest without an

official vote, or a set budget.

City Attorney Conor Harkins stated that a formal vote was not required, but a consensus of the Council to go forward.

Councilmember Hillberg excused himself from anything to do with Winterfest.

Erin Newington, with the Historic Colfax Downtown Association, expressed frustration that the Winterfest Public Workshop was held the same night as a Colfax Area Chamber of Commerce meeting, and suggested looking into changing how the Winterfest event should run.

MOTION made by Mayor Pro Tem McCully to approve Item 2B, Seconded by Councilmember Douglass, and approved by the following vote:

AYES: Douglass, McCully, Lomen

NOES: Hillberg

ABSTAIN:

ABSENT: Burruss

Sharon Connors questioned the budget for Winterfest, donations, vendor fees, if the City can afford it, and how the Public Workshop was noticed.

Harry Anderson would like to see the billboard utilized more to advertise Colfax events.

3

Agency Reports

- 3A. **Placer County Sheriff’s** – Sergeant Toby Williams updated on a nuisance house in the City limits, a wanted fugitive was removed from the home, and the Sheriff’s department is working on prosecuting the homeowner to have the property cleaned up.
- 3B. **CHP** – Absent.
- 3C. **Placer County Fire/CALFIRE**— Battalion Chief Clint Siebert, reported on June statistics – 116 total calls for service, 27 vegetation fires, 1 structure fire, 3 vehicle fires, with the remaining being medical assist calls. 1 strike team is currently out on fires, working on code enforcement for the Colfax Hotel, and residents can call CalFire to have defensible space inspections.
- 3D. **Non-Profits** –Caroline McCully, President of Railroad Days, gave an update on the grant received from Union Pacific to update the outdoor dining space downtown.

Erin Newington, Historic Colfax Downtown Association, reminded everyone to get their tickets for the “Taste of India” dinner on August 1st.

Jane Gallagher asked the 3rd of July non-profit status.

4

PRESENTATION (NONE)

5

PUBLIC HEARING (NONE)

6

PUBLIC COMMENT

Tom Parnham, questioned what the City can do to urge the owner of the Colfax Hotel to move forward with the renovation.

Harry Anderson was pleased to see the lot by ARCO has been cleaned up, he would like the owner of the Bottle Shop to clean up the property around that business.

Sharon Connors questioned what is going on with the Colfax Hotel, and asked if the City could make concessions to help the owner move forward with construction.

7

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

Councilmember Douglass met with the Colfax Hotel owner, and is following the Commercial Building Vacancy Ordinance that Auburn is working on.

Councilmember Hillberg attended a SVCC meeting, and stated that the Colfax Hotel owner owns two other buildings in town.

Mayor Pro Tem McCully attended a Heritage Park meeting.

Mayor Lomen attended a Pioneer Community Energy Meeting, and will be attending the Sierra Fire Safe Council meeting on 7/24/25.

7B. City Operations Update – City Manager

City Manager Walker reported out for Councilmember Burrus: PTO letter is valid from PG&E for solar field at WWTP and PCTPA was awarded a federal grant for the Highway 80/65 expansion.

City Manger Walker met with CPO Matt Anderson to discuss maintenance at the WWTP, Economic Development document to be placed on the City website, and attended the Winterfest staff meeting.

8

COUNCIL BUSINESS**8A. Funding Request for Historic Colfax Downtown Association**

Recommended Action: Adopt Resolution 31-2025 authorizing the City Manager to make a donation in the amount of \$5,000.00 to the Historic Colfax Downtown Association.

Erin Newington, President of the Historic Colfax Downtown Association, provided a brief history of the association's mission and its goals.

Council discussed, questioning what has already been done for raising money, how the money will be used, and what events the association has planned.

Harry Anderson, Tom Parnham, and Sharon Connors think that Erin's association has done so much to breathe new life into how Colfax's downtown image is perceived. With Sunday being a large travel day, Tom Parnham would like to see businesses open on Sundays for travelers to be able to patron the businesses.

MOTION made by Councilmember Hillberg to approve a donation of \$5,000.00, Seconded by Mayor Lomen

COUNTER MOTION made by Mayor Pro Tem McCully to approve a donation of \$2,500.00, seconded by Councilmember Douglass, and failed by the following vote:

AYES: Douglass, McCully

NOES: Hillberg, Lomen

ABSTAIN:

ABSENT: Burruss

MOTION made by Councilmember Hillberg to approve a donation of \$5,000.00, Seconded by Mayor Lomen, and approved by the following vote:

AYES: Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Burruss

9 **GOOD OF THE ORDER**

Councilmember Douglas stated that the Colfax Hotel owner is hosting an event at the Dutch Flat Hotel.

Councilmember Hillberg would like to see people support local.

Mayor Pro Tem had nothing to report.

Mayor Lomen had nothing to report.

9A. Public Comment on Good of the Order

No Public Comment on Good of the Order.

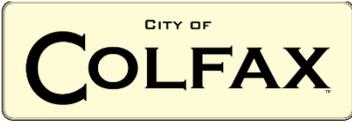
10 **CLOSED SESSION (NONE)**

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Lomen adjourned the meeting by motion and without objection at 7:42 p.m. Respectfully submitted to City Council this 13th day of August, 2025.



Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE AUGUST 13, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl – Administrative Services Officer
Subject: Cash Summary – July 2025

Budget Impact Overview:

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

Summary/Background

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in July 2025. Some monthly highlights are listed below:

July revenues included:

- Allocation for Sales Tax revenues for the month of May 2025. (two-month lag).
- LAIF quarterly investment earnings for the period ending June 30, 2025.

July expenditures included:

- Regular monthly expenditures.
- WWTP Construction grant expenditures
- Annual Liability and Quarterly Worker’s Compensation Insurance Payments
- Negative cash fund balances at the end of July are primarily due to the timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), transfer of City Gas Tax revenues, and a General Fund allocation.
 - Fund 348 – Home Hardening. This is a reimbursable grant with a 10% City match requirement. Reports will be submitted quarterly.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant pending Phase II approval.
 - Fund 363 – Railroad Street Crossing. These expenses are being tracked for the Railroad Street Crossing Improvements with Union Pacific Railroad.
 - Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are submitted quarterly.

- Fund 590 – Sewer Consolidation Planning Grant. This is a reimbursable grant – reimbursement requests are scheduled to be submitted quarterly upon final award of application grant. Tentatively scheduled for Winter 2025.
- Anticipated revenues/expenditures for August include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of June 2025 (two-month lag).
 - Capital project reimbursement.
 - Property Tax allocation for June 2025.
 - Expenditures
 - Approved capital project expenditures. The WWTP construction is in the final stages.
 - Ongoing monthly operating expenses.

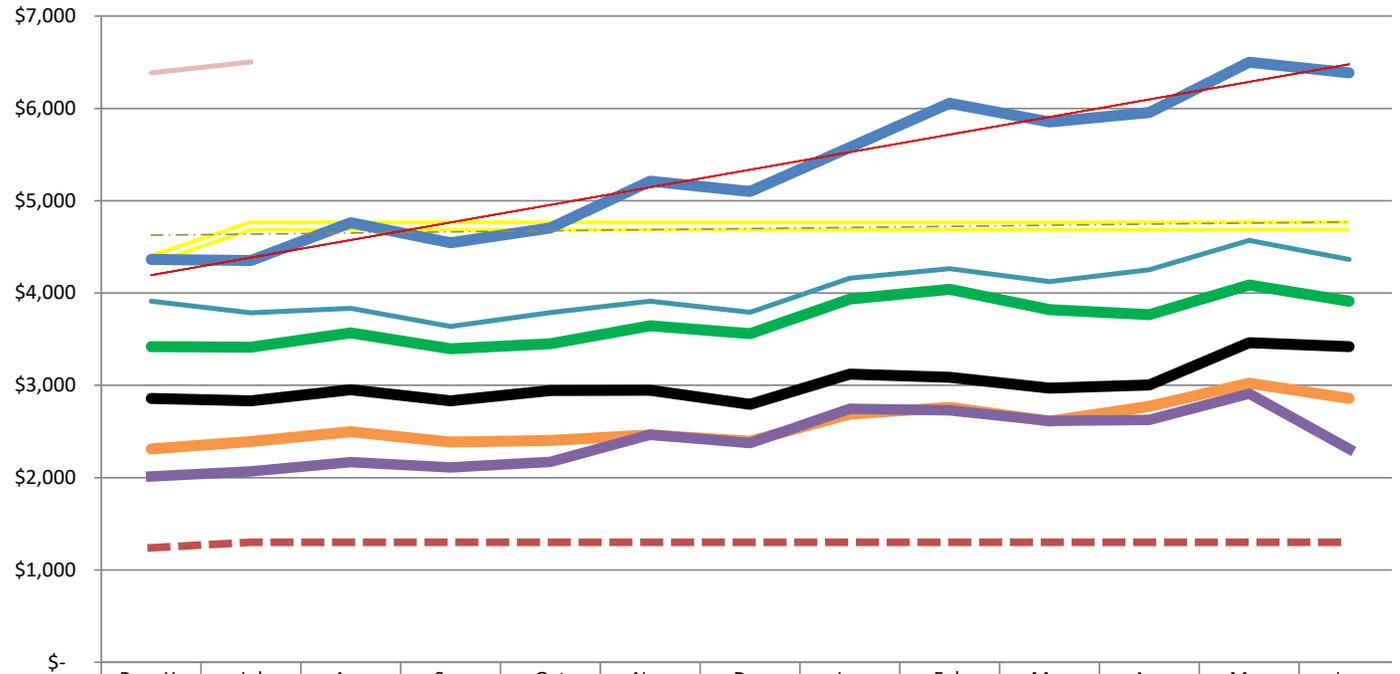
Attachments:

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

City of Colfax - July 2025 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2025-26



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2025-26	\$6,385	\$6,503											
Budget FY2025-26	\$4,363	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726	\$4,726
Cash Balance FY2024-25	\$4,363	\$4,352	\$4,761	\$4,545	\$4,705	\$5,212	\$5,100	\$5,577	\$6,055	\$5,853	\$5,957	\$6,500	\$6,385
Cash Balance FY2023-24	\$3,911	\$3,785	\$3,834	\$3,638	\$3,789	\$3,911	\$3,791	\$4,162	\$4,263	\$4,124	\$4,251	\$4,570	\$4,363
Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451	\$3,644	\$3,560	\$3,935	\$4,039	\$3,819	\$3,765	\$4,087	\$3,911
Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
*Reserves (Ops, Cap, Pen)	\$1,240	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300

**City of Colfax
Cash Summary
July 31, 2025**

	Balance 6/30/25	Revenues In*	Expenses Out*	Transfers	Balance 7/31/25
US Bank	\$ 126,322.21	\$ 633,457.46	\$ (717,140.80)	\$ 200,000.00	\$ 242,638.87
LAIF	\$ 10,897,819.63	\$ 114,573.54	\$ -	(200,000.00)	\$ 10,812,393.17
Total Cash - General Ledger	<u>\$ 11,024,141.84</u>	<u>\$ 748,031.00</u>	<u>\$ (717,140.80)</u>	<u>\$ -</u>	<u>\$ 11,055,032.04</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 11,024,441.84</u>	<u>\$ 748,031.00</u>	<u>\$ (717,140.80)</u>	<u>\$ -</u>	<u>\$ 11,055,332.04</u>

Change in Cash Account Balance - Total \$ 30,890.20

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable)

	\$ (441,820.44)	
Cash Receipts	\$ 323,687.40	
Payroll Checks and Tax Deposits	\$ (124,197.19)	
Utility Billings - Receipts	\$ 158,646.89	
LAIF Interest	\$ 114,573.54	
Void Checks	\$ -	
	<u>\$ 30,890.20</u>	\$ (0.00)

*Does not include transfers between funds

Prepared by: Shanna Stahl, Administrative Services Officer
Shanna Stahl, Administrative Services Officer

Reviewed by: Ron Walker
Ron Walker, City Manager

City of Colfax

Cash Transactions Report - July 2025

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 6,165,249.00	\$ 380,921.71	\$ (272,575.16)	\$ 6,273,595.55
Fund: 120 - Land Development Fees	\$ 203,176.14	\$ -	\$ (687.50)	\$ 202,488.64
Fund: 200 - Cannabis Application	\$ 27,489.72	\$ -	\$ -	\$ 27,489.72
Fund Type: 1.11 - General Fund - Unassigned	\$ 6,385,113.60	\$ 380,921.71	\$ (273,262.66)	\$ 6,503,573.91
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ -	\$ -	\$ -	\$ -
Fund: 571 - AB939 Landfill Diversion	\$ 23,299.04	\$ -	\$ -	\$ 23,299.04
Fund: 572 - Landfill Post Closure Maintenance	\$ 907,855.05	\$ 30,972.61	\$ (12,207.48)	\$ 926,620.18
Fund Type: 1.14 - General Fund - Restricted	\$ 931,154.09	\$ 30,972.61	\$ (12,207.48)	\$ 949,919.22
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 26,065.51	\$ 271.94	\$ -	\$ 26,337.45
Fund: 211 - Mitigation Fees - Drainage	\$ 25,240.67	\$ 263.34	\$ -	\$ 25,504.01
Fund: 212 - Mitigation Fees - Trails	\$ 82,789.31	\$ 863.74	\$ -	\$ 83,653.05
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 206,154.30	\$ 2,150.80	\$ -	\$ 208,305.10
Fund: 214 - Mitigation Fees - City Bldgs	\$ 82,200.67	\$ 857.60	\$ -	\$ 83,058.27
Fund: 215 - Mitigation Fees - Vehicles	\$ 26,253.25	\$ 273.90	\$ -	\$ 26,527.15
Fund: 217 - Mitigation Fees - DT Parking	\$ 46,022.89	\$ 480.16	\$ -	\$ 46,503.05
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ 500.00	\$ -	\$ 500.00
Fund: 250 - Streets - Roads/Transportation	\$ (75,835.10)	\$ 2,536.50	\$ (66,920.15)	\$ (140,218.75)
Fund: 253 - Gas Taxes	\$ 37,292.60	\$ 5,183.97	\$ -	\$ 42,476.57
Fund: 257 - Street /Road - Transit Capital	\$ 64,298.77	\$ 670.83	\$ -	\$ 64,969.60
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 48,255.79	\$ 5,008.06	\$ -	\$ 53,263.85
Fund: 270 - Beverage Container Recycling	\$ 21,063.75	\$ 219.76	\$ -	\$ 21,283.51
Fund: 280 - Oil Recycling	\$ 4,153.33	\$ 43.34	\$ -	\$ 4,196.67
Fund: 290 - SB1383 Implementation Grant	\$ 36,036.06	\$ 411.73	\$ (2,829.56)	\$ 33,618.23
Fund: 291 - City County Beverage Container	\$ 5,016.43	\$ 52.34	\$ -	\$ 5,068.77
Fund: 292 - Fire Department Capital Funds	\$ 102,850.89	\$ 1,073.04	\$ -	\$ 103,923.93
Fund: 342 - Fire Construction - Mitigation	\$ 101,517.95	\$ 1,059.14	\$ -	\$ 102,577.09
Fund: 343 - Recreation Construction	\$ 101,518.49	\$ 1,059.14	\$ -	\$ 102,577.63
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 948,195.56	\$ 22,979.33	\$ (69,749.71)	\$ 894,125.18
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - GF Capital Projects	\$ -	\$ -	\$ -	\$ -
Fund: 348 - Home Hardening CalOES	\$ (29,722.35)	\$ -	\$ (10,635.39)	\$ (40,357.74)
Fund: 358 - CDBG Pavement	\$ (8,350.00)	\$ -	\$ (3,707.50)	\$ (12,057.50)
Fund: 363 - Railroad Street Crossing	\$ (2,177.86)	\$ -	\$ -	\$ (2,177.86)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (40,250.21)	\$ -	\$ (14,342.89)	\$ (54,593.10)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 2,276,694.07	\$ 207,461.42	\$ (278,234.57)	\$ 2,205,920.92
Fund: 561 - Sewer Liftstations	\$ 342,539.01	\$ 29,077.69	\$ (68,742.19)	\$ 302,874.51
Fund: 563 - Wastewater Treatment Plant	\$ 1,457,827.12	\$ 76,387.48	\$ (401.30)	\$ 1,533,813.30
Fund: 564 - Sewer Connections	\$ 363,408.66	\$ -	\$ -	\$ 363,408.66
Fund: 575 - WWTP Construction Grant	\$ (1,579,259.88)	\$ -	\$ (200.00)	\$ (1,579,459.88)
Fund: 590 - Sewer Consolidation Planning	\$ (65,152.88)	\$ -	\$ -	\$ (65,152.88)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,796,213.63	\$ 312,926.59	\$ (347,578.06)	\$ 2,761,404.63
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 371.44	\$ 230.76	\$ -	\$ 602.20
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 3,715.17	\$ 230.76	\$ -	\$ 602.20
Grand Totals:	\$ 11,024,141.84	\$ 748,031.00	\$ (717,140.80)	\$ 11,055,032.04

Check Register Report

Item 2B

Date: 08/04/2025

Time: 4:29 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
61901	07/03/25	Reconciled		07/31/25	03141	CALPERS	HEALTH PREMIUMS JULY 25	17,646.36
61902	07/09/25	Reconciled		07/31/25	03141	CALPERS	UNFUNDED LIABILITY #27177	3,421.00
61903	07/19/25	Reconciled		07/31/25	03141	CALPERS	UNFUNDED LIABILITY #7683	17,897.00
61904	07/11/25	Reconciled		07/31/25	01142	4LEAF, INC.	HOME HARDENING JUN 25	10,635.39
61905	07/11/25	Reconciled		07/31/25	01413	ALLIANT INSURANCE SERVICES,	AUTO COVERAGE FY 25/26	1,020.00
61906	07/11/25	Reconciled		07/31/25	01413	ALLIANT INSURANCE SERVICES,	CRIME POLICY RENEWAL FY 25/26	1,277.00
61907	07/11/25	Reconciled		07/31/25	01766	AT&T MOBILITY	CITY CELL PHONES	693.38
61908	07/11/25	Printed			03121	CALIFORNIA BUILDING	Q4 FY 24/25 GREEN FEES COLLECTED	28.80
61909	07/11/25	Reconciled		07/31/25	03160	CARTWRIGHT NOR CAL, INC.	ENG SVCS JUNE 25	7,900.00
61910	07/11/25	Reconciled		07/31/25	3425	CINTAS	UNIFORMS JUNE 2025	418.00
61911	07/11/25	Reconciled		07/31/25	3450	CITRUS HEIGHTS MOWER LLC	PW EQUIPMENT	23,129.59
61912	07/11/25	Reconciled		07/31/25	03540	COLFAX LIONS CLUB	DEPOSIT REFUND-3RD OF JULY PARADE	100.00
61913	07/11/25	Reconciled		07/31/25	03562	COMMERCIAL PUMP SERVICE, INC	LS #2 CALL OUT	4,175.38
61914	07/11/25	Reconciled		07/31/25	03650	CRANMER ENGINEERING, INC.	LANDFILL ADDITIONAL TESTING	760.00
61915	07/11/25	Reconciled		07/31/25	04250	DEPARTMENT OF CONSERVATION	SMIP FEES Q4 FY 24/25	9.39
61916	07/11/25	Reconciled		07/31/25	04532	DIVISION OF STATE ARCHITECT	SB 1186 Q4 FY 24/25	117.20
61917	07/11/25	Reconciled		07/31/25	08050	HACH COMPANY	WWTP EQUIPMENT WARRANTY	5,499.00
61918	07/11/25	Reconciled		07/31/25	08170	HILLS FLAT LUMBER CO	SUPPLIES	2,225.19
61919	07/11/25	Reconciled		07/31/25	08660	HUNT AND SONS, LLC	FUEL	846.42
61920	07/11/25	Reconciled		07/31/25	09540	INTERSTATE SALES	BARRICADE LEGS	422.14
61921	07/11/25	Reconciled		07/31/25	12101	LAFCO	LAFCO FEES FY 25/26	2,486.09
61922	07/11/25	Reconciled		07/31/25	13191	MANAGEMENT ADVISORY SERVICES	PLANNING SVCS JUN 25	4,734.80
61923	07/11/25	Reconciled		07/31/25	18400	NAPAAUTO PARTS	SUPPLIES	491.93
61924	07/11/25	Reconciled		07/31/25	16190	PLACER COUNTY DEPARTMENT OF	FY 24/25 TRANSIT SVCS	17,860.00
61925	07/11/25	Reconciled		07/31/25	03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q1 FY 25/26	10,416.95
61926	07/11/25	Reconciled		07/31/25	17951	R3 CONSULTING GROUP	NON SB1383 CONSULTING JUNE 2025	3,577.50
61927	07/11/25	Reconciled		07/31/25	18900	SACRAMENTO AREA COUNCIL OF	ANNUAL MEMBERSHIP FY 25/26	828.00
61928	07/11/25	Reconciled		07/31/25	19037	SAFE SIDE SECURITY	CORP YARD SECURITY JULY 25	155.00
61929	07/11/25	Reconciled		07/31/25	19037	SAFE SIDE SECURITY	WWTP SECURITY JULY 25	95.00
61930	07/11/25	Reconciled		07/31/25	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q1 FY 25/26	75.00
61931	07/11/25	Reconciled		07/31/25	19575	SHANNA STAHL	NOTARY CLASS	40.18
61932	07/11/25	Reconciled		07/31/25	01790	SIERRA OFFICE PRODUCTS	SUPPLIES	45.53
61933	07/11/25	Reconciled		07/31/25	19525	CHUCK SPINKS	DEPOSIT REFUND/PLAQUE DEDICATION	100.00
61934	07/11/25	Reconciled		07/31/25	19743	WILLIAM STOCKWIN	JULY COLFAX CONNECTIONS	300.00
61935	07/11/25	Reconciled		07/31/25	20570	TIMOTHY JONES	FINANCIAL SVCS JUN 25	11,839.00
61936	07/11/25	Reconciled		07/31/25	21131	UNION PACIFIC RAILROAD COMPANY	DINKY CLOSURE 7/25/25-7/24/26	250.00
61937	07/11/25	Reconciled		07/31/25	21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	4,480.10
61938	07/11/25	Reconciled		07/31/25	22134	VISION QUEST	TECH SUPPORT AUG 25	4,053.33
61939	07/11/25	Reconciled		07/31/25	22134	VISION QUEST	PW COMPUTER	1,572.22
61940	07/11/25	Reconciled		07/31/25	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.37
61941	07/22/25	Reconciled		07/31/25	01424	ALL PRO BACKFLOW	BACKFLOW REPAIR	299.99
61942	07/22/25	Printed			01500	ANDERSON'S SIERRA	IRRIGATION FOR PARKS	132.49
61943	07/22/25	Reconciled		07/31/25	2819	BIG BRAND TIRE & SERVICE	PW VEHICLE REPAIR C-3	193.70
61944	07/22/25	Reconciled		07/31/25	02831	BOARD OF EQUALIZATION	Q4 FY 24/25 SELF ASSESS SALES TAX	309.00
61945	07/22/25	Printed			3206	CENTRAL VALLEY SALINITY	SALINITY PERMIT FEES 25/26	341.48
61946	07/22/25	Reconciled		07/31/25	03401	CHOICE BUILDER	PREMIUMS AUGUST 25	876.24

Check Register Report

Item 2B

Date: 08/04/2025

Time: 4:29 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
61947	07/22/25	Reconciled		07/31/25	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTERS JUNE 2025	8,300.00
61948	07/22/25	Printed			3555	COLFAX RAILROAD DAYS	DONATION FOR 2025 RAILROAD DAYS	3,500.00
61949	07/22/25	Reconciled		07/31/25	03562	COMMERCIAL PUMP SERVICE, INC	LS #2 PUMP REINSTALL	3,787.10
61950	07/22/25	Reconciled		07/31/25	06421	FIVE STAR TOWING &	TOW ABANDONED MOTORHOME	3,000.00
61951	07/22/25	Reconciled		07/31/25	7223	GEOCON CONSULTANTS INC.	CULVER ST SEEPAGE EVAL	2,907.50
61952	07/22/25	Reconciled		07/31/25	08660	HUNT AND SONS, LLC	FUEL	837.72
61953	07/22/25	Reconciled		07/31/25	09540	INTERSTATE SALES	EV SIGN	34.32
61954	07/22/25	Reconciled		07/31/25	09540	INTERSTATE SALES	PED BARRICADES	731.34
61955	07/22/25	Reconciled		07/31/25	11130	KRUGER, INC.	WWTP FILTERS	1,029.59
61956	07/22/25	Printed			12209	LIEBERT CASSIDY WHITMORE	CONSORTIUM FY 25/26	2,430.00
61957	07/22/25	Printed			12209	LIEBERT CASSIDY WHITMORE	EMPLOYEE HANDBOOK JUN 25	12,510.00
61958	07/22/25	Printed			19390	MAR-VAL'S SIERRA MARKET	WATER / ICE	27.17
61959	07/22/25	Reconciled		07/31/25	16300	PCWA -PLACER COUNTY	WATER	4,053.96
61960	07/22/25	Printed			16040A	PITNEY BOWES	POSTAGE MACH INK	195.82
61961	07/22/25	Reconciled		07/31/25	16202	PLACER COUNTY OES FISCAL UNIT	FIRE MARSHAL SVCS Q4 FY24/25	20,488.63
61962	07/22/25	Printed			16040	PURCHASE POWER	POSTAGE	55.48
61963	07/22/25	Reconciled		07/31/25	19070	SCORE - SMALL CITIES ORGANIZED	Q1 WC & FY 25/26 LIABILITY POLICY	211,486.02
61964	07/22/25	Reconciled		07/31/25	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	215.38
61965	07/22/25	Reconciled		07/31/25	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JUN 25	1,598.41
61966	07/22/25	Reconciled		07/31/25	23450	WINNER CHEVROLET, INC.	PW TRUCK REPAIR C-4	838.86

Total Checks: 66 **Checks Total (excluding void checks): 441,820.44**

Total Payments: 66 **Bank Total (excluding void checks): 441,820.44**

Total Payments: 66 **Grand Total (excluding void checks): 441,820.44**



Staff Report to City Council

FOR THE AUGUST 13, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
 Timothy Jones, Financial Consultant
Subject: Quarterly Investment Report – Quarter ended June 30, 2025

Budget Impact Overview:

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

Policy: The City’s Investment Policy (Policy), supported by California Government Code, section 53600, et. seq. as it applies to the investment of public funds, requires that staff submit a Quarterly Investment Report to the City Council. Although State Law does not require quarterly reporting on investments, the City’s Policy applies best practices regarding transparency by requiring quarterly reporting. The City’s Policy was last updated in October 2014.

All investable funds are on deposit with the State of California Local Agency Investment Fund (LAIF) managed by professionals employed by the State Treasurer’s Office. In addition, the City maintains an operating account with US Bank to meet daily operating needs. City staff maximize investment returns by regularly moving funds between the City’s operating account and LAIF based on anticipated cash flow needs.

The City’s Investment Policy requires that six-months funds are available to meet its anticipated annual operating expenditures. The total planned expenditures for FY 2025-26 are \$5.398 million, therefore \$2.699 million is required to be on deposit. The City’s current total deposits are \$11.28 million of which \$10.9 million are on deposit with LAIF. All funds on deposit in LAIF and US Bank are liquid.

Performance: The effective yield for LAIF funds during the quarter was April 4.281%, May 4.272%, and June 4.269%. The effective yield varies from quarter to quarter based on many factors including federal interest rates and inflation. The following table summarizes the City’s investment performance for the past 12 months.

Table 1 - Investment Performance Last 12 Months			
June 30, 2025			
Financial Institution	Investment	% of Total Investment	Average Investment
LAIF	\$ 10,897,820	97%	4.27%
US Bank	\$ 382,442	3%	0.19%
Total	\$ 11,280,262	100%	4.14%
March 31, 2025			
LAIF	\$ 9,798,979	97%	4.34%
US Bank	\$ 289,750	3%	0.19%
Total	\$ 10,088,728	100%	4.20%
December 31, 2024			
LAIF	\$ 6,717,806	93%	4.48%
US Bank	\$ 534,434	7%	0.19%
Total	\$ 7,252,239	100%	4.08%
September 30, 2024			
LAIF	\$ 7,407,151	89%	4.56%
US Bank	\$ 888,709	11%	0.16%
Total	\$ 8,295,861	100%	4.24%

The investments held by the City are in conformance with its Policy and best practices. In particular, the following investment objectives are paramount:

- **Safety of Principal** – primary objective is the preservation of principal to ensure capital losses are avoided, whether from securities default or market value erosion;
- **Liquidity** – second objective is to remain sufficiently flexible to enable meeting all operating requirements that may be reasonably anticipated;
- **Public Trust** – the third objective is to avoid any transactions that might impair public confidence. Investments should be made with precision and care, considering the probable safety of capital as well as the probable derived income; and
- **Maximum Rate of Return** – as the fourth objective, investments should be designed to attain a market average rate of return through budgetary and economic cycles consistent with desirable risk limitations, prudent investment principles, and cash flow characteristics. The permanence benchmark for investable funds is LAIF.

City staff will continue to monitor investable funds to ensure continued compliance with the four objectives above.

Attachments:

1. State of California – PMIA and LAIF Performance Report (QE 6/30/2025)
2. Resolution 15.2-2025



PMIA/LAIF Performance Report as of 07/23/25



Quarterly Performance Quarter Ended 6/30/25

LAIF Apportionment Rate ⁽²⁾ :	4.40
LAIF Earnings Ratio ⁽²⁾ :	0.00012059828906715
LAIF Administrative Cost ^{(1)*} :	0.18
LAIF Fair Value Factor ⁽¹⁾ :	1.001198310
PMIA Daily ⁽¹⁾ :	4.26
PMIA Quarter to Date ⁽¹⁾ :	4.27
PMIA Average Life ⁽¹⁾ :	248

PMIA Average Monthly Effective Yields⁽¹⁾

June	4.269
May	4.272
April	4.281
March	4.313
February	4.333
January	4.366

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 6/30/25 \$178.1 billion

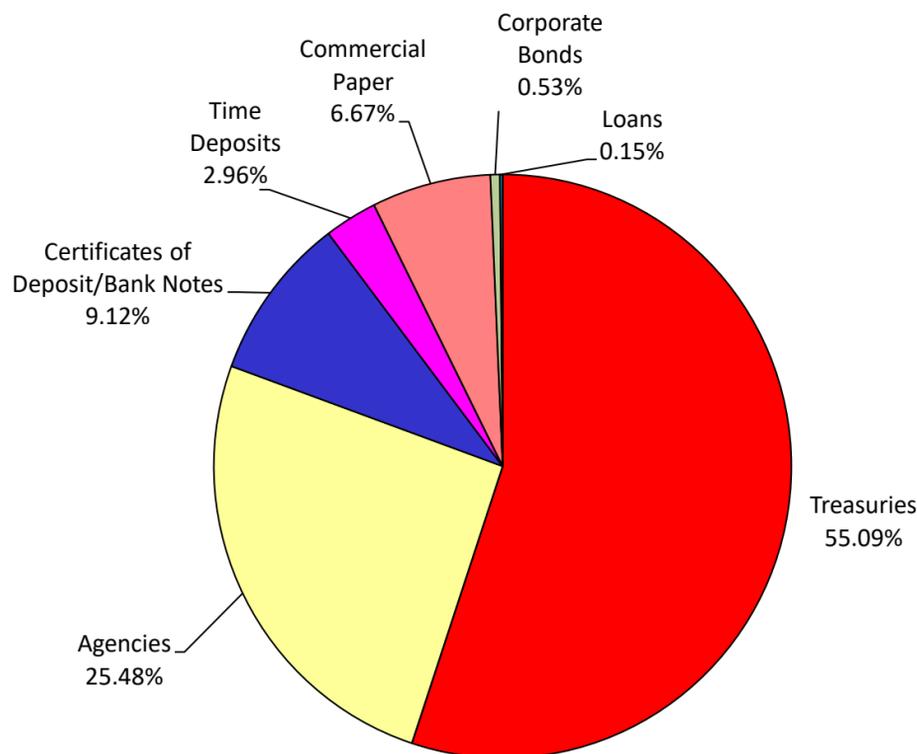


Chart does not include \$1,063,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

City of Colfax

City Council

Resolution № 15.2- 2025

ADOPTING THE REVISED ADMINISTRATIVE POLICIES AND PROCEDURES –
FINANCIAL POLICIES DATED MAY 14, 2025

WHEREAS, the Administrative Policies and Procedures were adopted by Resolution 29-2014 in October 2014 revised by Resolution 20-2019 on June 11, 2019 and on June 9, 2021 by Resolution 27-2021; and,

WHEREAS, the Administrative Policies and Procedures stipulate that the policies will be reviewed annually as part of the budget process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax adopts the revised Administrative Policies and Procedures – Financial Policies will be revised as reflected in the attached summary documents:

1. Financial Policies – Recommended revisions highlighted

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of May 2025 by the following vote of the Council:

AYES: Burruss, Douglass, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT:



Sean Lomen, Mayor

ATTEST:



Amanda Ahre, City Clerk

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Financial Policies May 14,
 Effective Date: 2025 Resolution ^{NQ}
 Resolution: 15.2-2025
 Previous Resolutions: Resolution 27-2021, Resolution No. 20-2019, Resolution No. 29-2014

PURPOSE

The City of Colfax is accountable to the community for the use of public dollars. Municipal resources will be used wisely to ensure adequate funding for the services, public facilities and infrastructure necessary to meet the community's present and future needs.

This policy document establishes a comprehensive set of financial guidelines for the City that will assist elected officials and staff in the development of fiscal management practices and serve as a guideline for operational and strategic decision-making related to financial management of the City.

These policies will be reviewed annually as part of the budget process and amended as necessary to guide the City in maintaining its financial stability.

GOALS AND OBJECTIVES

- Guide the City Council and management policy decisions that have significant fiscal impact
- Maintain and protect City assets and infrastructure
- Employ balanced and fair revenue policies that provide adequate funding for desired programs
- Set forth operating principles that minimize the cost of government services and minimize financial risk
- Promote sound financial management by providing accurate and timely information on the City's financial condition
- Ensure the legal use of financial resources through an effective system of internal controls
- Promote cooperation and coordination with other governments and the private sector in the financing and delivery of services
- Protect the City's credit rating and provide for adequate resources to meet the provision of the City's debt obligations on all municipal debt
- Maintain appropriate financial capacity for present and future needs

PROCEDURES AND GUIDELINES

This document discusses the most important elements of financial management in one comprehensive centralized format and is organized into the following areas of discussion:

- A. Operating Budget
- B. Revenues
- C. Expenditures
- D. Cash Management and Investments
- E. Capital Financing and Debt Management
- F. Fund Accounting and Reserve Fund Policies
- G. Financial Reporting

A. Operating Budget

1. The budget will be adopted by the City Council no later than June 30th of each year.
 - a. The City Manager will develop and present a biennial budget.
 - b. The City should strive to develop a multi-year financial plan that is updated as part of the periodic budget process.
2. A ~~budget~~ calendar ~~of events related to budget development~~ will be presented to City Council by April 1st of each year.
 - a. Scheduled activities will encourage early involvement with the City Council and the public.
3. A balanced ~~provisional draft~~ budget will be presented to City Council for review and adoption with total projected expenditures ~~and other financing uses~~ not exceeding total ~~beginning fund balance, estimated revenues, and other financing sources~~.
 - a. The budget ~~will~~ be developed ~~in a way that facilitates with~~ public ~~study involvement~~ and effectively communicates key economic and fiscal issues to City Council and the public.
 - b. Actual revenues, expenditures, reserve balances and fund balances for the prior fiscal year and estimates for the current year will be provided.
 - c. Forecasts ~~require will be based on~~ clearly stated assumptions. ~~Estimations should be conservative but reasonable.~~
 - d. The City ~~will adopt a~~ budget ~~must in~~ compliance with the annual determination of the City's appropriations limit calculated in accordance with Article XIIIB of the Constitution of the State of California. ~~and must adopt an annual resolution to this effect.~~
 - e. One-time revenue sources are not to be relied upon to fund ongoing operations.
 - f. ~~Should it be necessary,~~ City Council may ~~approve a planned~~ ~~direct the~~ use of accumulated ~~prior year~~ fund balances ~~in prior years~~ for inclusion in the budget.
 - g. A multi-year ~~e~~Capital ~~i~~mprovement ~~p~~lan (CIP) should be developed so that project priorities and ~~related financing debt capacity~~ can be ~~analyzed aligned~~.
4. The Finance Department will maintain a system for monitoring the City's budget ~~performance~~.
 - a. The City Manager will provide the City Council with a mid-year review of the City's financial activities. The review will be presented in February and ~~will~~ compare ~~the adopted budget annual budget projections~~ with ~~year-to-date~~ actual results.

B. Revenues

1. The City will strive to maintain a diversified and stable revenue base to minimize the impact of economic fluctuations.
 - a. Revenue forecasts shall be ~~realistically estimated and based on~~ developed using the best the best current information available. ~~The City will follow a vigorous policy of collecting revenues.~~
 - ~~b. Trends analyzing the dependence on distinct revenue sources shall be included in the budget documents for consideration by the City Council.~~
2. The City will seek out, apply for, and effectively administer federal, state, and other grants that address the City's current operating and capital priorities.
 - a. All potential grants will be carefully examined ~~for matching requirements to determine the amount of local funds needed and where those funds will come from.~~
 - b. Grants may be rejected if programs must be continued with local resources after grant funds are exhausted.
3. The City shall develop and maintain a comprehensive list of various fees and charges.
 - a. The City should strive to cover the full cost of providing non-tax and discretionary fee-based service operations except to the extent that City Council approves defined subsidy levels by program area.
 - b. Enterprise funds will have revenues sufficient to meet all cash operating expenses, capital expenses, approved cash reserves and any debt service.
 - c. Rate studies should be conducted periodically (three to five years) to ensure the proper balance of costs and service charges.
4. Economic downturns and gaps in cash flow will be addressed as soon as recognized.
 - a. Council must approve inter-fund loans, except for short-term working capital loans.
 - i. Short-term inter-fund loans for working capital to provide cash for Council-approved reimbursable grants and projects, are permitted.
 - ii. Short-term working capital loans are also permitted for temporary (less than one year) timing differences in cash flows when expenditures are incurred before revenue is collected.
 - iii. Interfund loans will not be used to solve ongoing structural budget issues and will not hinder the accomplishment of any function or project for which the lending fund was established.
 - b. ~~The City will not finance Deficit financing and borrowing to support~~ on-going operations is not the policy of the City as a response to long-term revenue shortfalls
 - i. Revenue forecasts will be revised and expenses will be reduced to conform to the revised long-term forecast
 - ii. ~~Revenue increases will be considered as appropriate.~~
5. The City will review revenue producing contracts and leases, ~~which result in revenues to the City on a timely basis, in order to provide for careful evaluation by the City Council.~~

C. Expenditures

1. The City will propose operating expenditures, which can be supported from on-going revenues.
 - a. Before the City undertakes any agreements that would create fixed on-going expenses, the cost implications of such agreements will be fully determined for current and future years.

- b. The City will invest in technology and other efficiency tools to maximize productivity
 - c. The City will hire additional staff only after the need of such positions has been demonstrated and documented.
 - d. The City will strive to pay competitive market levelrate compensation to its employees.
 - e. All compensation planning and collective bargaining will focus on the total cost of compensation, which includes salary, health care benefits, paid leave, pension contribution and other benefits.
2. The City will maintain expenditure categories according to state statute and administrative regulation.
 3. Costs of service will be budgeted and charged to the fund performing the service. Cost allocation methodology will be reviewed and approved in the annual budgeting process.

D. Cash Management and Investments

1. The City's investment policy will be reviewed annually as part of the budget process.
2. The responsibility of investing City funds rests with the City Manager and City Council Finance Director who are to exercise due diligence to adhere to the investment policy. Quarterly ~~(or more frequent)~~ reports will be provided to City Council presenting a summary of the portfolio status and compliance with the conditions set forth in the investment policy.
3. Investments shall be made in conformance with the City's investment policy with the primary objectives of:
 - a. Preservation of Capital and protection of Principal
 - b. Maintenance of sufficient liquidity to meet operating needs
 - c. Security of City Funds and investments
 - ~~d. Maximization of return on the portfolio~~

E. Capital Financing and Debt Management

1. The City will seek to maintain a high credit rating through sound financial practices as a basis for minimizing borrowing costs.
2. Major capital improvement projects will be funded using the most financially prudent method available.
 - a. The City will make every effort to use pay-as-you-go financing for capital improvement projects. Debt financing for a project can be used if the overall project cost exceeds anticipated available resources and/or if the cost of financing is favorable as compared to the use of City investment holdings over the financing term.
3. The City will monitor all forms of debt annually in conjunction with the budget preparation process and report concerns and remedies, if necessary, to City Council. The City will diligently monitor its compliance with bond covenants.
4. The City will not issue long-term debt to finance current operations. Debt financing should only be used for long-term capital improvement projects with a useful life exceeding the term of the financing and for which the project revenues or specific identified revenue sources are sufficient to service the ~~long term~~ long-term debt.
5. The City will use a lease-purchase method of financing for equipment if the lease rates are more favorable than the City's expected overall investment rate of return.

E. Fund Accounting and Reserve Fund Policies

1. The City will use Governmental Accounting Standards Board (GASB) definitions of fund balance for the annual financial reports (audits) and for all other financial reporting.
2. Fund Descriptions are as follows:
 - a. Governmental Funds
 - i. General Fund - The General Fund is the primary operating fund of the City. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
 - ii. Special Revenue Funds - Used to account for revenues derived from specific taxes or other earmarked revenue sources. They are usually required by statute or other local ordinance to finance particular governmental functions or activities.
 - iii. Capital Projects Funds - Used to account for and report financial resources that are restricted, committed or assigned to expenditures for capital outlays
 - iv. Debt Service Funds - Used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest, even if it is being accumulated for future year's payments.
 - b. Business Activity Funds
 - i. Enterprise Funds (Sewer) - Used to account for the operations of self-supporting governmental activities that render services or goods to the public.
 1. The intent of the City is that the costs of providing goods and services to the general public on a continuing basis be financed and recovered primarily through user charges.
3. The City will maintain Reserve Fund Balances in an effort to stabilize the City's fiscal base for unpredictable fluctuations in major revenues, protect against reducing service levels or raising taxes and fees due to revenue shortfalls or unpredicted one-time expenditures, and provide for innovative opportunities for the betterment of the community.
 - a. General Fund Revenue Reserve - The City's fiscal goal is to maintain annual expenditure increases at a sustainable growth rate, and to limit expenditures to anticipated revenue in order to maintain a balanced budget. The City target is to maintain an unrestricted fund balance of 25% of annual operating expenditures for the fiscal year. This target will:
 - i. Provide liquidity necessary to accommodate the City's uneven cash flow, which is inherent in its periodic tax collection schedule.
 - ii. Provide for approximately three (3) months of operating expenses,
 - iii. Adhere to Government Finance Officers Association (GFOA) recommendation that a minimum General Fund unrestricted fund balance to be maintained of no less than either two (2) months of regular operating revenues or expenditures.
 - iv. Provide liquidity to respond to contingent liabilities.
 - b. Sewer Fund Revenue Reserve - The City target is to maintain a fund balance reserve of 25% of annual operating expenditures for the fiscal year. This target will:
 - i. Provide approximately three (3) months of operating expenses.
 - c. General or Sewer Fund revenues/balances remaining at the end of the City's fiscal year, unless encumbered, will be allocated to the revenue fund reserves.
 - i. Additional reserve funds may be established by the City Council based on recommendation of the City Manager such as:
 1. Capital Improvement Reserve

2. Equipment Reserves
3. Community Fund Reserve
- d. City Council action is required for appropriation of reserves (except replacement reserves).

G. Financial Reporting

1. The City's accounting and financial reports are to be maintained in conformance with Generally Accepted Accounting Practices (GAAP) as applied to governmental units.
2. An annual financial audit will be performed by an independent public accounting firm familiar with municipal government activities. The independent auditor will issue an audit opinion and will present the audit report and discuss audit findings to the City Council. The City encourages the rotation of audit service providers on a periodic basis.
3. A fiscal impact statement will be provided in each staff report submitted to the City Council as part of the City Council agenda process.
4. The City has established Capitalization thresholds as follows:
 - a. Land purchases at any value
 - b. Equipment - \$5,000
 - c. Buildings and facility improvements - \$25,000
 - d. Infrastructure - \$100,000
5. All grants and other federal and state funds shall be managed to comply with the laws, regulations, and guidance of the grantor.

CITY OF COLFAX ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Investment Policy
 Effective Date: May 14, 2025
 Resolution: Resolution 15.2-2025 & 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 – ~~The City's investable funds are deposited with the Local Agency Investment Fund (LAIF). The LAIF is a multi-billion-dollar pooled investment fund managed by the California State Treasurers Office. This pool allows the City access (liquidity) to any and all of its funds at any time. 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~~invokes 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, ~~or City Treasurer, Finance Director~~ or Mayor/City Council only.

REPORTING REQUIREMENTS

City staff shall submit a quarterly investment report to the City Council. The report ~~must~~shall be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, ~~and is~~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.

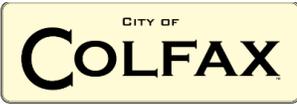
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- 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 AUGUST 13, 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: X	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 – July 6 - 12, 2025

City Manager

- Attended a city finance meeting.
- Attended City Council Meeting.
- Working on Economic Development.
- Worked on irrigation in the Outdoor Dining Areas.

Planning

- Signed off on four business licenses.
- Followed up on a short-term rental request.
- Coordinated with the Auburn Rancheria Tribe regarding status of near-term construction. projects (Whitcomb and Oreilly).
- Follow up on the ADU ordinance.

Maintenance Department

- More sidewalk repairs on Church St.
- Cleaned up the Corp Yard.
- Repaired irrigation at Ball Park.
- Multiple 811 locates.
- Street sign replacement throughout the city.
- Kept parks mowed.

Wastewater Treatment Plant/Sewer

- Normal operations
- Ordered the New cart for the plant
- Pond levels are above 10 mg so we will be able to flow max for the summer if need be
- Nonportable water pump 2 is being repair with a 4-6 lead time for return.

Administrative Services

- Processed bi-monthly utility billing and delinquent accounts with Accounting Technician.
- Tracked down and processed June 4Leaf invoice to complete CalOES report due 7/15/25.
- Reviewed CalOES quarterly report and commented.
- Submitted annual accrual notice to SWRCB for grant project.
- Processed monthly land development charges.
- Processed the annual review of interest rates for all billboard rentals, CDBG loan, and Whitcomb Fair Share agreements.
- Conducted a complete review of the employee handbook draft and met with LCW to discuss details.
- Calculated proposed pay scales as requested.
- Miscellaneous journal entries as needed.
- Oversaw daily accounting including accounts payable, cash receipts, utility billing and payroll.
- Started working on audit PBC list.

City Clerk

- Responded to Public Records Requests.
- Facilitated the July 9, 2025 City Council meeting.
- Facilitated the July 10, 2025 Public Workshop.
- Met with CivicPlus for template review of the new agenda management software.
- Scheduled a follow-up review with CivicPlus on requested template changes.
- Helped with the day-to-day operations of City Hall.

Engineering

- Prepare Skatepark bid documents.
- Continue 2nd review on Empire Self Storage.
- Start review of Gordon's Gym Design Review.
- Request revised survey proposals for the 2025 CDBG streets.
- Attend council meeting.
- Review PG&E Rule 20 and coordinate.

Building/Code Enforcement

- Colfax Storage: BV sent 2nd round of comments to owner. Had another CASp from BV review to confirm comments. All of us discussed the comments and provided code sections and diagrams to the architect. He now agrees and knows what to do. Met with owner concerned about plan checks. I clearly showed how the process was due to the coordination of the design team. BV has done 2 reviews in less than 3 weeks of time. Sent BV the 3rd corrected plans for review.
- 7-11 sewer lateral: repaired 7-1-25. Still need CCTV inspection, and to determine the amount of the fines.
- 102 Shadow Wood: Preparing vegetation and trash violation letter. Sent letter.
- Building w/o permit 121 S. Main- talked with owner and helped with the application process. Issued permit.
- Rock pool at 246 Pine CT: Approved permit issued. The Sewer lateral video inspection passed.
- 555 s. Auburn suite. M: discussed plan submittal requirements for a Tenant improvement. Meeting Next Thursday to look at the scope of work.

- 80 Sierra Sky: Permit issued for new panel for future use on the lower property. Redlined and approved plans for adding electrical sub-panel, outlet, and lights for well house.
- 29 Lincoln St.: Large tree removal to begin. Building improvements under way.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. New roof, EV charger and solar. EV charger requires accessible parking and pathway. Approved EV charger permit that will be at the ADA parking for the animal clinic.
- Plan reviews and inspections sewer lateral inspections.

Week of July 13 - 19, 2025

City Manager

- Attended a city finance meeting.
- Attended City Council Meeting.
- Working on Economic Development.
- Worked on irrigation in the Outdoor Dining Areas.
- Attended a meeting with River City Bank to discuss banking options.
- Attended a meeting with Mechanics Bank to discuss banking options.
- Attended Winterfest discussion
- Worked with City Engineer to develop road striping plan.

Planning

- Drafting CDBG NEPA Categorical Exemption document.
- Processing sign permit, site visit to confirm existing sign.
- Follow up on second reading for ADU ordinance.
- Responded to zoning questions and out of service sewer requirements.

Maintenance Department

- addressed multiple irrigation issues at City parks.
- Mow and weed eating at all City parks.
- Landfill observation inspection.

Wastewater Treatment Plant/Sewer

- Normal plant operations.
- Drained pond 2 to find out how much sludge was at the bottom (the pond will need to be dredged).
- The activated sludge part of the treatment system is essentially two separate units. One unit (side A) has been taken offline (drained) for inspection and maintenance.
- Operating the sludge press almost every day to reduce solids load on plant from Side A shut down.
- Pond 3 is almost empty. Plant has around 3 million gallons left to process. Which is approximately 30 days of processing.

Administrative Services

- Allocated LAIF quarterly interest for the period ending 06.30.25.
- Started the quarterly investment summary - pending a signed resolution from May.
- Reported the quarterly use sales tax return.
- Journal entries as necessary.

- HR Duties as necessary.
- Transmitted delinquent sewer file to Placer County.
- Oversaw daily accounting including accounts payable, cash receipts and utility billing.
- Met with three different banks to discuss banking options.
- Started working on the audit prep list.

City Clerk

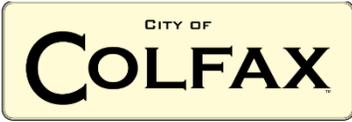
- Responded to Public Records Requests.
- Facilitated the July 9, 2025 City Council meeting.
- Facilitated the July 10, 2025 Public Workshop.
- Met with CivicPlus for template review of the new agenda management software.
- Scheduled a follow-up review with CivicPlus on requested template changes.
- Helped with the day-to-day operations of City Hall.

Engineering

- Prepare Skatepark front end specifications.
- Review city for restriping needs and request quote.
- Coordinate updating the expired NEPA required for the next CDBG street repair project.
- Coordinate with PG&E regarding repairing sidewalks and parking lots due to pole replacement.
- Coordinate sewer lateral inspection for 1456 Canyon Way.

Building/Code Enforcement

- Provided code and diagram for ADA compliant ramp edges. Phone call with manufacture designer to clear up requirements.
- Received a request from CalFire to board up Colfax Hotel due to the risk of vagrants starting a fire like they did in Marysville. Researching codes that I can send to owner in order for them to comply. Discussed with City Attorney and asked CalFire for assistance with fire and safety codes. Sent CalFire letter with letter for compliance by 7/31/25.
- Inspected the carwash interceptors with the owner and the wastewater plant operator. The car wash was in compliance.
- Met with new business owner at 555 S. Auburn. Discussed permits needed before opening. Stated that he will be the manager of the entire building.
- Colfax Storage: BV sent 2nd round of comments to owner. Had another CAsp from BV review to confirm comments. All of us discussed the comments and provided code sections and diagrams to the architect. He now agrees and knows what to do. Met with owner concerned about plan checks. I clearly showed how the process was due to the coordination of the design team. BV has done 2 reviews in less than 3 weeks of time. Sent BV the 3rd corrected plans for review. I took another week and had a third CAsP from BV review the plans to try and reduce the comments.



Staff Report to City Council

FOR THE AUGUST 13, 2025 SPECIAL CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: PG&E Microgrid Station Sublet Agreement

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to enter into a PG&E Microgrid Station sublet agreement for 7 North Main Street.

Summary/Background

The City of Colfax experienced extended power interruption from the PG&E Public Safety Power Shutoff (PSPS) during the fall of 2019. The duration of power interruption extended intermittently during the month of October. PG&E has stated PSPS events are an ongoing reality for an undetermined amount of time. In response to the PSPS event moving forward, staff has been working with PG&E and Union Pacific since January 2020 to get a Microgrid Station placed within the city limits.

Microgrid Station is a pre-installed interconnection hub (PIH) site for portable generators to provide the community power during the PSPS event. The Microgrid Station will consist of installation of power connection junctions, overhead power lines, and concrete pad to support the 2 generators that will produce enough electricity for the majority of the community. The image below is representative of the Microgrid Station set-up with the exception that the Colfax PIH location will have a hard surface treatment – asphalt and concrete.



The area of the Microgrid Station power distribution is limited to the Tier 1 fire-threat areas within the City of Colfax. The Microgrid Station will provide power to approximately 90% of the incorporated city limits where PG&E has designated the power distribution lines are within the Tier 1 fire-threat area and are contiguous to the Microgrid Station distribution point. PG&E will install disconnect points at the appropriate power termination locations to isolate the resiliency zone (Microgrid power distribution area).

To proactively address the 2025 PG&E Public Safety Power Shutoff (PSPS) events and minimize the impact on community members, the City Manager has executed a new agreement with PG&E to install microgrid power distribution generators in the parking area at 7 North Main Street. While the agreement has been signed administratively, it still requires formal approval by the City Council through a resolution.

Fiscal Impacts

PG&E has accepted the financial obligation to install and maintain the PIH Microgrid Station for the duration of the agreement.

Attachments:

1. Resolution __-2025
2. PG&E Microgrid Station Sublet Agreement

City of Colfax City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PG&E TO PLACE GENERATORS AND OPERATE A MICROGRIDE SYSTEM AT 7 NORTH MAIN STREET.

WHEREAS, the City of Colfax experienced extended power interruptions from the PG&E public Safety Power Shutoff (PSPS during the fall of 2019; and,

WHEREAS, PG&E has stated PSPS events are an ongoing reality for an undetermined amount of time; and,

WHEREAS, PG&E is proposing to continue operating a microgrid station; and,

WHEREAS, the City of Colfax wishes to execute another agreement with PG&E for the operation of a microgrid system at 7 North Main Street.

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 PG&E for the operation of a microgrid system at 7 north Main Street.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on August 13, 2025, by the following vote of the Council:

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

ATTEST:

Amanda Ahre, City Clerk

Sean Lomen, Mayor

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this 14 day of May, 2025 (the "**Effective Date**") by City of Colfax, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and LICENSOR are sometimes hereinafter each singularly referred to as "PARTY" and collectively as "PARTIES".

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as Freight Depot, located at 7 North Main Street, Assessor's Parcel Number 006-071-007-000, hereinafter called the "**Property**," located in the City of Colfax, County of Placer, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 8 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use of License Area. During Use Days (as defined in Section 4 below), PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event. LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and temporary fencing; parking mobile vehicle units and other vehicles. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

(a) Personnel. During Use Days PG&E shall have the exclusive right to use the License Area, up to twenty-four (24) hours per day. Hours for use to PG&E customers shall be from 8:00 am to 10:00 pm. On Use Days, the License Area shall be fully staffed by PG&E and its representatives, at PG&E's sole cost and expense. PG&E shall provide uniformed unarmed security at its cost and expense to ensure the protection of its equipment, the safety of the public and to prevent any damage to the Property.

4. Term. This License Agreement shall be for a term of five (5) years, commencing on May 14, 2025 (the "**Commencement Date**"), and expiring May 14, 2030 (the "**Termination Date**"). The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least one hundred eighty (180) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days.**" During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. License Fee. PG&E shall pay a license fee of One Hundred Dollars (\$100.00) per day for each Use Day.

6. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder.

(c) Water Discharge. PG&E's activities may require potable water-filled equipment, such as barrels or water barriers to weigh down tents or other equipment, or to delineate outside areas on the Property. All potable water-filled equipment shall be cleaned prior to use and filled with water from a potable water source only. Any water discharged from the water-filled equipment shall be discharged to onsite unpaved land (i.e., soil) only. PG&E and PG&E's representatives shall ensure best management practices are implemented including but not limited to ensuring water is observed for any potential sediments, trash or other contaminants; the discharge area selected is 100 feet from a water body; and the discharge is

done to avoid ponding and erosion. If the water needs to be discharged to a storm drain, PG&E will obtain local stormwater agency approval. This License Agreement authorizes the discharge of potable water from water-filled equipment on to the Property as described above. PG&E shall notify LICENSOR if water discharge is necessary.

(d) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(e) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(f) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

7. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

8. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

9. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure for PG&E's activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

10. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

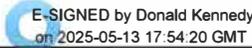
(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY, City of Colfax
a California corporation

By: 
Name: Donald Kennedy
Its: Sr. Manager, Land Acquisition
Date: May 13, 2025

By: 
Name: Ron walker
Its: City Manager
Date: 5/14/2025

EXHIBIT A

PSPS/CRC License Agreement Area

7 North Main Street, Colfax, CA 93254

Placer County Assessor's Parcel Number: 006-071-007-000



PSPS/CRC Area – 20,465 square feet

EXHIBIT B

NOTICES

TO LICENSOR:

Any notice to Licensor, including the notice to be given pursuant to Section 7 of the License Agreement, shall be sent to the Colfax City Manager at the following:

Email address: city.manager@colfax-ca.gov Phone Number: (530) 346-2313

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Amanda Ahre, City Clerk Phone: (530)346-2313

Casey Merrill, Public Works Working Supervisor Phone: (530) 786-6001

Matt Anderson, Chief Plant Operator Phone: (916) 628-4849

Weekends and After Hours: Ron Walker, City Manager Phone: (530) 604-3829

Public Works On-Call Phone: (530) 308-7991

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Jessica Melton at the following email address:
Jessica.Melton@pge.com, cc'ing CRCHelp@pge.com.

PG&E contacts for use during emergency use and post emergency for claims and reimbursements:

Jessica Melton, Land Acquisition Consultant, PG&E
(925) 655-7085 – cell
Jessica.Melton@pge.com – email

Alex Grant, Land Acquisition Program Manager, PG&E
(707) 331-2466 – cell
Alex.Grant@pge.com – email

EXHIBIT C



Insurance Department
300 Lakeside Drive
Oakland, CA 94612

THIS STATEMENT OF SELF-INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE STATEMENT OF SELF-INSURANCE HOLDER. THIS STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN PACIFIC GAS & ELECTRIC COMPANY AND THE STATEMENT HOLDER.

STATEMENT OF SELF-INSURANCE PROGRAM

Statement Holder: To Whom It May Concern

June 14, 2024

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use property for the purposes of establishing and operating a Community Resource Center and EV Charging Station in the case of a Public Safety Power Shutoff Event (PSPS).

Commercial General Liability: \$5,000,000 each occurrence / \$10,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

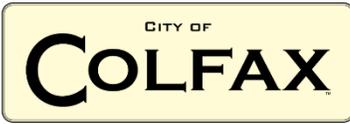
Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

*Please note a Certificate of Insurance (COI) is not applicable when an entity such as PG&E is self-insured.

Brian Pelham
Director, Insurance Department



Public



Staff Report to City Council

FOR THE AUGUST 13, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Fund 292 Alternate Usage

Budget Impact Overview:

N/A:	Funded: X	Un-funded:	Amount: \$51,150.00	Fund(s): 292
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RECOMMENDED ACTION: Adopt Resolution __-2025, directing the City Manager to allocate an amount not to exceed \$51,150.00 from Fire Capital Fund 292 to serve as the City's required match for the Community Home Hardening and Defensible Space Grant.

Summary/Background

The City’s Finance staff is requesting City Council approval to use Fund 292 (Fire Capital Fund) to cover the \$51,150.00 grant match required for the Community Home Hardening and Defensible Space Grant.

Fund 292 was established in 2008 as a placeholder for revenue generated by the City Fire Department through strike team assistance during the Tahoe Fire. The current balance of Fund 292 is \$101,847.05. After allocating \$51,150.00 for the grant match, a remaining balance of \$50,697.05 will be available.

The remaining funds are proposed to be used for mold remediation and necessary repairs at Fire Station 36, located at 33 Church Street.

Attachments:

1. Resolution __-2025
2. June 24, 2008 Staff Report

City of Colfax City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO ALLOCATE AN AMOUNT NOT TO EXCEED \$51,150.00 FROM FIRE CAPITAL FUND 292 TO SERVE AS THE CITY’S REQUIRED MATCH FOR THE COMMUNITY HOME HARDENING AND DEFENSIBLE SPACE GRANT.

WHEREAS, the City’s Finance staff is requesting City Council approval to use Fund 292 (Fire Capital Fund) to cover the \$51,150.00 grant match required for the Community Home Hardening and Defensible Space Grant; and,

WHEREAS,; Fund 292 was established in 2008 as a placeholder for revenue generated by the City Fire Department through strike team assistance during the Tahoe Fire. The current balance of Fund 292 is \$101,847.05. After allocating \$51,150.00 for the grant match, a remaining balance of \$50,697.05 will be available; and,

WHEREAS, the remaining funds are proposed to be used for mold remediation and necessary repairs at Fire Station 36, located at 33 Church Street; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to use an amount not to exceed \$51,150.00 from the Fire Capital Fund 292 to satisfy the city’s required match of the Community Home Hardening and Defensible Space grant.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on August 13, 2025, by the following vote of the Council:

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

ATTEST:

Amanda Ahre, City Clerk

Sean Lomen, Mayor

CITY OF COLFAX

Staff Report
Council Meeting June 24, 2008



June 20, 2008

TO: Honorable Mayor and Members of the City Council
FROM: Joan L. Phillipe, City Manager
RE: Consideration of Adoption of Resolution No. ____-2008: A Resolution of the City Council of the City of Colfax Approving Fire Department Budget Amendment

RECOMMENDED ACTION:

Adopt resolution.

ISSUE STATEMENT AND DISCUSSION:

Fire Chief Paulus has submitted a request to me for allocation of funds in the current year budget. Under the adopted Financial Management Policies his request does require final approval by the city council. That portion of the policy states that any "appropriations of any unassigned revenues" require council action.

This year, the Chief did assign a crew from the Colfax Fire Department to participate as a Strike Team when calls for issued for mutual aid assistance at the Tahoe fire. When this occurs, jurisdictions are reimbursed by the State Office of Emergency Services for use of personnel and equipment. As such, the city received slightly more than \$44,000 in reimbursement. Of that amount \$20,626 was assigned to the personnel that covered the fire. The remaining funds are unassigned revenue, hence the request for council action.

A portion will be line itemed for gas and oil as well as vehicle repair and maintenance. The remaining funds are being requested to be allocated for acquisition of equipment including a thermal imaging camera, assorted rope rescue equipment, supply hose to replace hose that is extremely old (acquired secondhand from a department no longer in existence) and nozzles with shut offs. These funds would be used in conjunction with the \$10,000 budgeted as matching funds for an equipment grant. While that grant was not obtained this year, the securing of these OES funds by participating in mutual aid would qualify for their use in this way as it is accomplishing the same goal.

It is the Chief's intention, where appropriate, to participate in future mutual aids with a Strike Team. These are not necessarily occurrences that can be anticipated for budgeting purposes. To address the concern that funds generated in this way are not automatically allocated to the General Fund, I will be recommending during the budget adoption process that the Financial

Management Policy be amended to add a new reserve account where these funds would be held for use in securing needed fire equipment and apparatus.

It is my understanding that there has been limited if any participation in these types of mutual aid in the past years so there hasn't been a reason to determine a policy of how these kinds of funds would be accounted for and allocated.

FINANCIAL AND/OR POLICY IMPLICATIONS:

These funds would be allocated to the Fire Department 2007-2008 budget (Department 200) into appropriate accounts to be used with funds in account 7060 to purchase the above-referenced items. The total amount received by the city was \$44,202.12.

CITY OF COLFAX

RESOLUTION NO. 20-2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX APPROVING FIRE DEPARTMENT BUDGET AMENDMENT

WHEREAS, the City of Colfax participated in a statewide mutual aid response with a Strike Team and fire truck; and

WHEREAS, the city was reimbursed by the State Office of Emergency Services (OES) for use of personnel and equipment in the amount of \$44,202.12; and

WHEREAS, a portion of those funds were assigned for personnel costs; and

WHEREAS, the balance of those funds are unassigned revenue during the 2007-2008 fiscal year; and

WHEREAS, the Fire Department wishes to allocate those funds within the department budget for the acquisition of needed equipment;

WHEREAS, the city's Financial Management Policies require that unassigned revenue be approved for allocation by the City Council;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Colfax that the balance of revenue received from OES be allocated to the fire department and allocated per the direction of the city manager to cover costs for use of the vehicle and its operation and the remainder be used for acquisition of needed equipment.

PASSED AND ADOPTED this 24th day of June 2008 by the following vote:

AYES: Council members Gieras, Roberts and Mayor Albright

NOES:

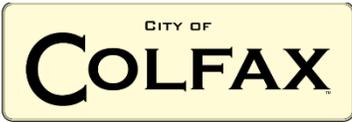
ABSENT: Alpine, Blackmun

ABSTAIN:


James Albright, MAYOR

ATTEST:


Karen Pierce, City Clerk



Staff Report to City Council

FOR THE AUGUST 13, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Carl Moore, City Engineer
Subject: On-Call Construction Inspection Services – UNICO Engineering

Budget Impact Overview:

N/A:	Funded: X	Un-funded:	Amount: \$200,000	Fund(s): CIP, Developer Fees
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RECOMMENDED ACTION: Adopt Resolution __ - 2025 authorizing the City Manager to execute a Consultant Services Agreement with UNICO Engineering for On-Call Construction Inspection Services for a 3-year term in an amount not to exceed \$200,000.00.

Summary/Background

UNICO has provided construction inspection services for the Culver Street Phase II and Kneeland Street CIP projects, ARCO gas station project, and other projects and did an excellent job.

The City has two major land development projects, namely the Empire Self Storage project and the O’Reilly Auto projects. The City also has other land development projects in the entitlement phase, such as the Gordon’s Gym and Tesla project behind the ARCO gas station. Additionally, there will be future Capital Improvement Projects which may require Unico’s services. All of these projects will eventually require construction inspection services.

Rather than prepare separate Agreements for each project, Staff is recommending that the City Council approve a Consultant Services Agreement with UNICO Engineering to provide on-call construction inspection services.

If approved, Staff would issue a Task Order for each project requiring construction inspection services which would include the scope of services to be provided as well as the proposed fee. This process would save staff time and provide adequate control over the work and cost of the construction inspection services.

Fiscal Impacts

UNICO’s services would be paid for through the capital improvement and developer fees in a total amount not to exceed \$200,000.00.

Attachments:

1. Resolution __ - 2025
2. Consultant Services Agreement

City of Colfax City Council

Resolution No. __-2025

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT WITH UNICO ENGINEERING FOR ON-CALL CONSTRUCTION SERVICES FOR A 3-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$200,000

WHEREAS, under separate agreements with the City, UNICO Engineering has already provided construction inspection services for the Culver Street Phase II, Kneeland Street CIP projects, along with the ARCO gas station developer project and will be providing construction inspection services for the Empire Self Storage and O’Reilly Auto projects; and,

WHEREAS, the City has current and future land development and capital improvement projects that will require construction inspection services; and,

WHEREAS, rather than prepare separate agreements for each project requiring construction inspection, staff is recommending that an On-Call consultant services agreement be executed with UNICO Engineering with separate Task Orders issued for each project.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute a Professional Services Agreement with UNICO Engineering for On-Call Construction Services for a 3-year term in an amount not to exceed \$200,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th of August 2025 by the following vote of the Council:

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

ATTEST:

Amanda Ahre, City Clerk

Sean Lomen, Mayor

July 22, 2025

Carl Moore, PE
City Engineer
City of Colfax
33 S. Main St
Colfax, CA 95713

Subject: Proposal to Provide Inspection, and Materials Testing Services for Private Development Projects, CIP, and Encroachment Permits

Dear Mr. Moore,

Thank you for the opportunity to provide a proposal for inspection, and materials testing services for the above-referenced projects. The attached proposal outlines the specific work effort required to meet the goals of your project as we understand them.

UNICO Engineering (UNICO) has a proven track record of delivering inspection and testing services for similar projects at multiple agencies throughout Northern California, most notable of which is Folsom Ranch, the new 3,520-acre community south of Highway 50 in Folsom, California. Since 2016, UNICO has provided inspection services for backbone infrastructure for numerous residential and commercial developments within the community plan area. UNICO has also performed inspection services for infrastructure development projects and encroachment permits for the Cities of Lincoln, Woodland, Citrus Heights, Roseville, and the Town of Loomis.

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have confirmed that this proposal meets your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion.

As the President of UNICO, I am authorized to bind the company into a contract with the City of Colfax and can be reached at 530.903.9023 or via email at cesar@unicoengineering.com. Construction Manager/Inspection Services Area Lead, Josh McGee is also available to answer questions and can be reached at 916.936.9464 or via email at jmcgee@unicoengineering.com. We look forward to working with the City of Colfax on these projects.

Sincerely,
UNICO Engineering, Inc.



Cesar Montes de Oca, PE
President

PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal to provide on-call inspection and materials testing for private development, encroachment permit, and capital improvement projects. The following proposal outlines the work effort required to perform the on-call services. The encroachment inspector will support the City either part-time or full-time depending on the active construction activities. The materials testing services will be provided by Geocon. UNICO will provide the services in accordance with the project construction documents and the City standards. In addition, the project will be documented in accordance with the City's filing system and the City's Quality Assurance Program (QAP).

A. CONSTRUCTION INSPECTION

UNICO will provide an encroachment inspector for various development projects. The inspector will provide inspection services for the civil improvements associated with the project. In addition, the inspector will prepare daily reports that will be sent to the City on the same day or the morning of the day following when the inspection was performed. In addition, the inspector will spend time to become familiar with the project and participate in project close out. In addition to typical inspection duties, our inspector will focus on the following:

- Enforcing the contract working hours to avoid disturbing residents that live adjacent to the project.
- Monitoring traffic control and pedestrian safety.
- Monitoring of dust and tracking.
- Material quantity tracking

Deliverables: **Daily Reports**
Photographs

C. MATERIALS TESTING

Geocon's services will be provided on an as-needed basis as requested by the inspector and the City's PM/RE. All materials testing services will be performed by Caltrans certified testers in accordance with the City's QAP.

Deliverables: **Field Reports**
Lab Testing Results

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

The services will be provided on a time and materials basis per the attached rate sheets.

John Hernandez

Construction Inspector

Years of Experience:

Total: 40

With UNICO: 3

Education:

AA Business
Administration, Sierra
College (2010)

Certifications:

Caltrans Resident Engineer
Academy

Certified Erosion Sediment
Storm Water Inspector
#4815

Fundamentals of
Inspection Practice

Construction and
Inspection of Traffic
Signals

Construction of Quality
Hot Mix Asphalt Pavement

Trench Rescue

Water Pollution Control
Compliance on
Construction Sites

Integrating Pavement
Management

Mr. Hernandez has 40 years of experience as a journeyman level construction inspector specializing in public works improvement projects. He has experience with a variety of infrastructure projects from rough grading to finished paving. Formerly with the City of Roseville, Mr. Hernandez served as a Wastewater Collections System Maintenance Worker II, Construction Inspector II, and Senior Construction Inspector where he oversaw public works and community development projects.

Experience:

Twelve Bridges Villages 3A and 3B Development, Lincoln, CA

Construction Inspector. This project performs encroachment permit inspection services for a new residential development in Lincoln. Twelve Bridges Villages 3A and 3B encompasses 214 single-family residential lots across approximately 18 acres. The development is located at the western end of Bella Breeze Loop and East Joiner Parkway. Responsible for inspection, preparation of daily reports, coordination with materials testing personnel, and dust and traffic control.

Twelve Bridges Village 27C Development (The Gardens at Bella Breeze), Lincoln, CA

Construction Inspector. This project performs encroachment permit inspection services for a new residential development in Lincoln. Twelve Bridges Village 27C (Gardens at Bella Breeze) encompasses 184 single-family residential lots situated west of Bella Breeze Drive and north of the Kaiser Permanente facility. The project borders open space to the west and a future park site to the north. Responsible for inspection, preparation of daily reports, coordination with materials testing personnel, and dust and traffic control.

Dutch Bros Coffee at Auburn Ravine Center, Lincoln, CA

Construction Inspector. This project performs encroachment permit inspection services for a new Dutch Bros coffee kiosk at the southeast corner of Lincoln Boulevard and Gateway Boulevard in Lincoln. The project includes building construction, on-site parking, landscaping, and lighting. Responsible for inspection, preparation of daily reports, coordination with materials testing personnel, and dust and traffic control.

On-Call Construction Inspection for Development Services, Roseville, CA

Construction Inspector. UNICO is supporting the City of Roseville's Development Services Department by providing inspection services

on a variety of new subdivision projects such as Sierra Vista, Solaire, Fiddymont Ranch, Creekview, and Federico. Additional inspection assignments include the new elementary school in West Roseville and roadway improvements to Baseline Road/Watt Avenue. Responsible for inspection, preparation of daily reports, coordination with materials testing personnel, and dust and traffic control.

Lincoln Parkway Sewer Lift Station Improvements, Lincoln, CA
Construction Inspector. Located near the southwest corner of E Joiner Parkway and Fieldstone Drive, this project modifies the existing sewer lift station, including the installation of a new pipe manifold and flow meter, installation of three new submersible pumps, and the installation of a new crane with associated concrete footing. This project includes night work to complete the installation of the bypass system which requires extensive testing/coordination prior to the switchover to mitigate potential bypassing of untreated wastewater to surface waters or drainage courses. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Silver Eagle Road and Sewer Rehabilitation, Sacramento, CA
Construction Inspector. This project relieves capacity restrictions within Basin 85 by diverting tributary flows from Basin 87 to the Sacramento Area Sewer District's (SASD) Natomas 2 Interceptor. The diversion will take all of Basin 87 and the northern portion of Basin 85 at Silver Eagle Road. All parcels fronting Silver Eagle Road, within the project limits, will have their sewer service diverted to the new interceptor connection location. Additionally, this project performs a grind and overlay of Silver Eagle Road and San Juan Road along with signal improvements at the intersection of San Juan Rd& Northgate Boulevard and the intersection of Silver Eagle Road and Norwood Avenue. Responsible for inspection, preparation of daily reports, coordination with materials testing personnel, and dust and traffic control.



Jesse Sahagun

Construction Insepctor

Years of Experience:

Total: 13
With UNICO: <1

Certifications:

- OSHA 10 & 30 Hour
- HAZWOPER 32
- Tunnel & Mine Rescue
- CPR/First Aid
- Forklift, Manlift, Scissor Lift Certified
- Railroad Safety
- Confined Space Entry
- Environmental Awareness Training

Mr. Sahagun is an accomplished construction and tunneling specialist with deep expertise in underground excavation, ground stabilization, and heavy civil infrastructure projects. Jesse is known for leading complex operations across diverse environments, including NATM/SEM tunneling, rock bolting, shotcrete application, and micro pile installation. He is consistently recognized for building high-performing teams, enforcing rigorous safety standards, and consistently delivering results under demanding project conditions.

Experience:

Highway 49 Wastewater Capacity Improvements, Phase 1, Placer County, CA

Construction Inspector. This \$10.8M project improves the wastewater handling capacity for the Highway 49, Auburn Ravine, and DeWitt trunk lines. These capacity improvements are critical to future development proposed in the North Auburn area. The project includes installation of 8,300-feet of 24-inch sewer force main on Richardson Drive, Quartz Drive, and Park Drive; construction of five new sewer manholes; installation of approximately 500-feet of new 30-inch pipeline to replace the existing 21-inch line along Joeger Road east to Richardson Drive; odor control systems at the existing Auburn Ravine Lift Station; and ancillary roadway work. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Pine Mountain Tanks, Ross Valley Water District, Marin County, CA

Driller Foreman. The Pine Mountain Tanks add a pair of seismically resilient 2-million-gallon concrete water storage tanks near Concrete Pipe and Sky Oaks roads. These tanks will eventually replace the Pine Mountain Tunnel for water storage. This generational project bolsters the District’s water supply resiliency by improving seismic stability and water quality, boosting firefighting capabilities on the watershed and increasing water system capacity for Ross Valley. Responsibilities included advanced drilling techniques (rock bolting, soil nail walls, tiebacks, shotcrete, compaction grouting, and micro pile installations), coordinating multi-crew operations, and tunnel rehabilitation.

Klamath Lake Drainage and Dam Removal Initiative, Klamath Falls, Oregon

Lead Miner. The Klamath River Dam Removal project is a large-scale initiative focused on restoring the river's health by removing four hydroelectric dams. The removal project, considered the largest in US history, was completed ahead of schedule in October 2024.

Jesse Sahagun

Construction Inspector

Responsibilities included leading a high-risk tunnel excavation through an active dam. Served as powderman for controlled blasting, ensuring precision and safety in dynamic excavation environments, and applied structural reinforcement using shotcrete and grout plate systems to maintain tunnel integrity. Heavy equipment operation including jacklegs, muckers, and pipe jacking systems for efficient excavation and support installation were utilized.

Folsom Dam Phase 4, Folsom, CA

Driller/Lead Foreman. This project focused on the construction of an auxiliary spillway, which was essentially a second dam. The spillway included a control structure with six gates, an approach channel, a spillway chute, and a stilling basin. Performed soil nailing, compaction grouting, and rock bolting in support of large-scale excavation efforts. Operated air tracks, jacklegs, and sinking hammers for controlled drill-and-shoot operations. Managed day-to-day site logistics, including enforcing tunnel and blasting safety protocols while maintaining productivity under pressure.

Years of Experience:

Total: 25

With UNICO: <1

Certifications:

ICC Certification for Structural Concrete, Masonry, Structural Steel and Welding, and Spray Applied Fireproofing

Mr. DeMuth joins the UNICO team with over 25 years of experience in construction inspection and materials testing. Darren is skilled in monitoring construction activities for compliance with plans, specifications, and safety standards. With a diverse technical background, Darren is adept at coordinating with contractors, engineers, and public agencies to verify quality control, maintain project schedules, and support efficient construction methods. He has a proven ability to contribute to complex projects from pre-construction through final inspection, with a focus on safety, durability, and minimizing community impacts.

Experience:

Sewer Main Replacement Program 2024, Chico, CA

Construction Inspector. The 2024 Sewer Main Replacement Program (SMRP) consists of replacing and upsizing existing 5" VCP to 6" PVC pipe at six locations in Downtown Chico which were originally installed in 1903. The locations are within public alleys dividing residential blocks between the boundaries of E. 3rd Street to E. 8th Street and Orient Street to Pine Street. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Upper Northwest Interceptor Section 9 (UNWI 9), Sacramento County, CA

Special Inspector. This project included construction of 32,660-feet of new 36- and 24-inch interceptor and trunk sewer for the Sacramento Regional County Sanitation District (SRCSD) and the Sacramento Area Sanitation District (SASD). All but the downstream 5,000-feet of the project was installed by microtunneling. The remaining 27,600-feet of sanitary pipeline was installed over 40 consecutive drives between 41 vertical shafts. Drives lengths varied from 588 to 978-feet along the 36-inch alignment, and from 410 to 547-feet along the 24-inch alignment. Shaft depths ranged between 27 and 64-feet, with an average shaft depth of over 41-feet.

Sutter Hospital, Santa Rosa, CA

Special Inspector. The Sutter Medical Center Hospital consisted of a new 182,329 sq. ft., 2-story steel frame structure. Provided special inspection and material testing services, including reinforced concrete, reinforced steel, welding inspection, non-destructive testing, floor flatness (F-number measurement), waterproofing, fireproofing, and dowel/anchor installation.

Queen of the Valley Acute Care Pavilion, Napa, CA

Special Inspector. This project constructed a state of the art 4-story structural steel frame facility 72,000-square-foot addition. Provided special inspections and materials testing services for this project, including soils/AC compaction testing and observation, concrete placement, shotcrete, masonry, asphalt, AWS-CWI structural steel/NDT welding, metal decking, fireproofing, and dowel/anchor installation.

Applied Testing Consultants, Chico, CA (2013 to 2025)

Senior Special Inspector. Performed structural inspections for compliance with plans, specifications, and building codes. Served as the primary point of contact for clients, maintaining strong communication with contractors, engineers, and agencies. Conducted testing and inspections for concrete, masonry, steel/welding, soils, asphalt, and fireproofing. Prepared detailed reports documenting inspection results and collaborated with project teams to resolve issues efficiently.

Signet Testing Labs, Sacramento, CA (2000 to 2013)

Special Inspector. Performed special inspections for compliance with plans, specifications, and building codes. Conducted testing and inspections for concrete, masonry, steel/welding, soils, asphalt, and fireproofing. Prepared detailed reports documenting inspection results for various DWR projects in Gorman, Hemet, and Tracy.

Years of Experience:

Total: 20

With UNICO: <1

Certifications:

OSHA 10-Hour

OSHA 30-Hour

Mr. Fillmore joins UNICO with over 20 years of extensive experience in the construction industry. Patrick has successfully led large crews on Caltrans and municipal roadway projects, coordinating closely with inspectors, managing traffic control, providing ADA compliance, and overseeing trenching, loop installations, and utility work. His hands-on leadership, deep knowledge of construction standards, and commitment to quality make him a strong contributor to multidisciplinary teams.

Experience:

Pacific Flyway Subdivision Improvements, Gridley, CA

Construction Inspector. This project constructs a new affordable housing subdivision in Gridley and includes a 14.8-acre site with approximately 72 single-family residential units. The project also features construction of a stormwater detention basin, internal roadway network, and street frontage improvements, including curb, gutter, and sidewalk, as well as landscaping and irrigation. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Gridley Sports Complex, Phase 1, Gridley, CA

Construction Inspector. This project constructs Phase 1 of the City's new sports complex, including grading of the multi-use sports fields, a concrete plaza, installation of sports lighting, water lines, drainage system, irrigation system, and planting. The project provides a new recreational area and multi-use sports complex for various sports leagues, including soccer, football, and baseball. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Forest Highway 7 Guardrail Replacement, Glenn County, CA

Construction Inspector. This project replaces 18,800 linear feet of fire damaged wood post guardrail with a new standard Midwest Guardrail System. Structural damage to Forest Highway 7 occurred as a result of the 2020 August Complex Fires. The new guardrail system includes metal posts, plastic blocks, and in-kind end treatments and improves vehicular safety. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

M&M Electric, Sacramento, CA (2005 to 2025)

General Foreman. Supervised and operated crews of up to 30 laborers. Worked directly with Caltrans and/or project inspectors at job sites, including intersections, remodeling old roads, building new

roads, and performing work on highways. Dug trenches and installed wiring for intersections while meeting guidelines and expectations. Collaborated and held professional relationships with Caltrans for optimal job outcomes. Select assignments include:

- Town of Paradise | On-System Roadway Rehabilitation
- Caltrans District 3 | US 50 Widening
- City of Elk Grove | SR 99/Grant Line Road Interchange
- Sacramento County | SMF Airport
- SMUD Building | Sacramento
- Amazon Building(s)

St. Francis Electric, San Leandro, CA (2012 to 2017)

General Foreman. Supervised, instructed, and managed four separate loop crews for a total of 20-25 construction laborers. Provided assignments to crews while overseeing work performed to for optimal job outcomes. Collaborated with management and submitted as-built plans for job assignments. Worked directly with SWPPP and Caltrans. Tracked job site conditions with photos and videos. Responsible for reading project plans and specifications. Verified traffic control, PVC, rebar, and concrete met Caltrans guidelines.

William Rankin

Construction Inspector



Years of Experience:

Total: 10
With UNICO: 1

Education:

Mesa Verde High School
(2015)

Certifications:

Soils Material
Identification and
Compaction Analysis

- Structural Steel and Fasteners
- Structural Concrete Systems
- Roofing Systems
- Waterproofing
- Fireproofing

ICC Structural Bolting

ICC Spray Applied
Fireproofing

Nuclear Soil Density Gage

ICC Commercial Building
Inspector

Mr. Rankin is a Construction Inspector at UNICO, bringing 10 years of special construction inspection experience on public works and building projects. Will has a progressive track record of attaining certifications, as well as an excellent reputation for resolving problems, providing consistent inspection services, and producing detailed daily reports.

Experience:

Eureka Oaks Development, Habitat for Humanity, Angels Camp, CA
Construction Inspector. This project develops a large affordable housing project called Eureka Oaks in Angels Camp. Led by Habitat for Humanity, the project includes construction of 107 residential homes on a 17-acre site off Copello Drive and Highway 49. Onsite improvements include underground wet utilities (water, sewer, and storm drain), wastewater pump station, curb/gutter, streets, and surface improvements. Offsite improvements include waterline improvements along Highway 49. Responsible for inspection, preparation of daily reports, and coordination with materials tester for verification of materials.

Mark Twain Water System Improvements, Angels Camp, CA
Construction Inspector. This project constructs new connections to existing waterlines along Mark Twain Road. The existing water distribution system near Mark Twain School is undersized and includes several dead-end lines. Because of a lack of a completely looped system, if a waterline fails, the number of service interruptions is significant. Undersized 4-inch waterlines on Stanislaus Avenue and Oneida Street were replaced and a new waterline extension constructed on Gold Cliff Road. Approximately 2,000-feet of new waterlines will be constructed with this project and reconnected to residences. Responsible for inspection, preparation of daily reports, and coordination with materials tester for verification of materials.

Cowell Road Maintenance, Concord, CA
Construction Inspector. The project consists of roadway surface improvements to Cowell Road from Ygnacio Valley Road to Babel Lane, including mobilization; traffic control; water pollution control program; clearing, grubbing, trimming, and root pruning; removing and replacing concrete sidewalk, curb, and gutter; cold planning of asphalt roadway; placement of Hot Mix Asphalt (HMA) materials; crack seal and slurry seal; lowering and adjusting utility covers to finish grade; removal and replacement of traffic striping and curb

paint. Responsible for inspection, preparation of daily reports, and coordination with materials tester for verification of materials.

Lincoln Library Cardboard Facility, Lincoln, CA

Construction Inspector. This project constructs a cardboard recycling facility across from the Lincoln Public Library. The project includes clearing and grubbing; site grading; saw cutting; removal of existing asphalt sections; trench restoration; placement of 6-inch reinforced concrete pavement and 4-inch asphalt concrete pavement; thermoplastic striping, 6-foot perimeter fencing; landscape and irrigation improvements; installation of vegetative infiltration swale; and new lighting improvements. Responsible for inspection, preparation of daily reports, and coordination with materials tester for verification of materials.

Elk Grove Police Campus Improvements and 8380 and 8400 Laguna Palms Way Tenant Improvements, Elk Grove, CA

Construction Inspector. The next phase in the City's Police Campus Improvements project includes tenant improvements at the 8380 and 8400 Laguna Palms Way locations. These improvements will re-purpose the vacated property and forensic areas to improve operations and maximize the spaces for current and future uses. Phase 1 includes the procurement and installation of 26 HVAC units and Phase 2 includes the actual tenant improvements. The existing mechanical, plumbing, electrical, and fire sprinkler are being modified to accommodate the new layout. Responsible for inspection, preparation of daily reports, and coordination with materials tester for verification of materials.

RATE SCHEDULE

UNICO Engineering, Inc.

OVERHEAD %: 149.95% PROFIT %: 10% ESCALATION %: 5%

CLASSIFICATION	DIRECT LABOR HOURLY RATE RANGE		FULLY LOADED HOURLY RATE RANGE 2025		FULLY LOADED HOURLY RATE RANGE 2026		FULLY LOADED HOURLY RATE RANGE 2027		FULLY LOADED HOURLY RATE RANGE 2028	
Principal in Charge	\$ 95.00	\$ 115.00	\$ 261.20	\$ 316.19	\$ 274.26	\$ 332.00	\$ 287.97	\$ 348.60	\$ 301.68	\$ 365.20
Senior Resident Engineer	\$ 80.00	\$ 110.00	\$ 219.96	\$ 302.44	\$ 230.95	\$ 317.56	\$ 242.50	\$ 333.44	\$ 254.05	\$ 349.32
Resident Engineer	\$ 60.00	\$ 95.00	\$ 164.97	\$ 261.20	\$ 173.22	\$ 274.26	\$ 181.88	\$ 287.97	\$ 190.54	\$ 301.68
Structures Representative	\$ 80.00	\$ 100.00	\$ 219.96	\$ 274.95	\$ 230.95	\$ 288.69	\$ 242.50	\$ 303.13	\$ 254.05	\$ 317.56
Program Manager	\$ 70.00	\$ 110.00	\$ 192.46	\$ 302.44	\$ 202.08	\$ 317.56	\$ 212.19	\$ 333.44	\$ 222.29	\$ 349.32
Senior Construction Manager	\$ 75.00	\$ 105.00	\$ 206.21	\$ 288.69	\$ 216.52	\$ 303.13	\$ 227.35	\$ 318.28	\$ 238.17	\$ 333.44
Construction Manager	\$ 65.00	\$ 92.50	\$ 178.71	\$ 254.32	\$ 187.65	\$ 267.04	\$ 197.03	\$ 280.39	\$ 206.41	\$ 293.74
Assistant Resident Engineer	\$ 40.00	\$ 80.00	\$ 109.98	\$ 219.96	\$ 115.48	\$ 230.95	\$ 121.25	\$ 242.50	\$ 127.02	\$ 254.05
Assistant Construction Manager	\$ 35.00	\$ 75.00	\$ 96.23	\$ 206.21	\$ 101.04	\$ 216.52	\$ 106.09	\$ 227.35	\$ 111.15	\$ 238.17
Office Engineering/Document Control	\$ 30.00	\$ 65.00	\$ 82.48	\$ 178.71	\$ 86.61	\$ 187.65	\$ 90.94	\$ 197.03	\$ 95.27	\$ 206.41
Construction Inspector (Group 1 Prevailing Wage)	\$ 70.00	\$ 95.00	\$ 192.46	\$ 261.20	\$ 202.08	\$ 274.26	\$ 212.19	\$ 287.97	\$ 222.29	\$ 301.68
Construction Inspector (Group 1 Non-Prevailing Wage)	\$ 70.00	\$ 95.00	\$ 192.46	\$ 261.20	\$ 202.08	\$ 274.26	\$ 212.19	\$ 287.97	\$ 222.29	\$ 301.68
Construction Inspector (Group 2 Prevailing Wage)	\$ 65.00	\$ 90.00	\$ 178.71	\$ 247.45	\$ 187.65	\$ 259.82	\$ 197.03	\$ 272.81	\$ 206.41	\$ 285.81
Construction Inspector (Group 2 Non-Prevailing Wage)	\$ 65.00	\$ 90.00	\$ 178.71	\$ 247.45	\$ 187.65	\$ 259.82	\$ 197.03	\$ 272.81	\$ 206.41	\$ 285.81
Clerical	\$ 20.00	\$ 50.00	\$ 54.99	\$ 137.47	\$ 57.74	\$ 144.35	\$ 60.63	\$ 151.56	\$ 63.51	\$ 158.78
Principal Land Surveyor	\$ 90.00	\$ 110.00	\$ 247.45	\$ 302.44	\$ 259.82	\$ 317.56	\$ 272.81	\$ 333.44	\$ 285.81	\$ 349.32
Survey Manager	\$ 80.00	\$ 100.00	\$ 219.96	\$ 274.95	\$ 230.95	\$ 288.69	\$ 242.50	\$ 303.13	\$ 254.05	\$ 317.56
Senior Land Surveyor	\$ 65.00	\$ 85.00	\$ 178.71	\$ 233.70	\$ 187.65	\$ 245.39	\$ 197.03	\$ 257.66	\$ 206.41	\$ 269.93
Staff Land Surveyor	\$ 40.00	\$ 70.00	\$ 109.98	\$ 192.46	\$ 115.48	\$ 202.08	\$ 121.25	\$ 212.19	\$ 127.02	\$ 222.29
Party Chief (Prevailing Wage)	\$ 77.00	\$ 97.00	\$ 211.71	\$ 266.70	\$ 222.29	\$ 280.03	\$ 233.41	\$ 294.03	\$ 244.52	\$ 308.03
Party Chief (Non-Prevailing Wage)	\$ 40.00	\$ 60.00	\$ 109.98	\$ 164.97	\$ 115.48	\$ 173.22	\$ 121.25	\$ 181.88	\$ 127.02	\$ 190.54
Chainman/Rodman (Prevailing Wage)	\$ 70.00	\$ 90.00	\$ 192.46	\$ 247.45	\$ 202.08	\$ 259.82	\$ 212.19	\$ 272.81	\$ 222.29	\$ 285.81
Chainman/Rodman (Non-Prevailing Wage)	\$ 30.00	\$ 50.00	\$ 82.48	\$ 137.47	\$ 86.61	\$ 144.35	\$ 90.94	\$ 151.56	\$ 95.27	\$ 158.78
Draftsman/Survey Technician	\$ 30.00	\$ 50.00	\$ 82.48	\$ 137.47	\$ 86.61	\$ 144.35	\$ 90.94	\$ 151.56	\$ 95.27	\$ 158.78
Drone Pilot/Technician	\$ 55.00	\$ 75.00	\$ 151.22	\$ 206.21	\$ 158.78	\$ 216.52	\$ 166.72	\$ 227.35	\$ 174.66	\$ 238.17

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates.
- Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 5% escalation, however increases in DIR rate determinations will be charged accordingly.
- Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees

2025 SCHEDULE OF FEES

FEES WILL INCREASE BY 3% (ROUNDED UP TO THE NEAREST DOLLAR) AT THE START OF EACH CALENDAR YEAR FOR THE DURATION OF THE CONTRACT.

PROFESSIONAL SERVICES

Engineering Field Technician/Special Inspector I*	\$90/hr.
Engineering Field Technician/Special Inspector II*	100/hr.
Engineering Field Technician/Special Inspector III/NDT Technician/Equipment Operator*	110/hr.
Laboratory Technician/Engineering Assistant	100/hr.
Senior Laboratory Technician	125/hr.
Laboratory Supervisor	160/hr.
Administrative Assistant/Word Processor/Technical Editor/Dispatcher	100/hr.
Technical Illustrator/ CAD/Drafter/GIS Specialist	125/hr.
Staff Engineer/Geologist/Scientist/Field Supervisor*	140/hr.
Senior Staff Engineer/Geologist/Scientist*	150/hr.
Project Engineer/Geologist/Scientist/Construction Supervisor*	160/hr.
Senior Project Engineer/Geologist/Scientist*	175/hr.
Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist	190/hr.
Principal Engineer/Geologist/Scientist	215/hr.
Senior Principal Engineer/Geologist/Scientist/Litigation Support	250/hr.
Deposition or Court Appearance	450/hr.
Attorney Fees (General)	450/hr.
Overtime (>8 to 12 hrs.), Saturday, and Night Rate	1.5x Regular Hourly Rate
Overtime (>12 hrs.), Sunday, and Holiday Rate	2x Regular Hourly Rate
Minimum Field Services Fee (per day or call-out)	4 Hours (Day) / 8 Hours (Night)
Short Notice Cancellation Fee (after 4 PM the day prior or upon/after arrival to project site)	4 Hours (Day) / 8 Hours (Night)
* Hourly Surcharge for Prevailing Wage (PW) per California Labor Code §1720, et seq.	\$50/hr.

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	\$250/day
Vehicle Mileage	0.90/mile

EQUIPMENT & ANALYTICAL TESTS

Nuclear Gauge	\$5/hr.	Level D PPE/Decon Rinse Equipment	\$60/day
Pick-up Truck	20/hr or 160/day	pH/Conductivity/Temperature Meter	75/day
Equipment Truck	250/day	55-gallon drum	125/ea.
Direct-Push Rig/Operator	210/260(PW)/hr.	TPHg (EPA 8015M)	90/ea.
Direct-Push Sample Liner	12/ea.	TPHd/mo (EPA 8015M)	85/ea.
Equipment Trailer	125/day	Fuel Oxygenate Compounds (EPA 8260B)	135/ea.
Wenner 4-Pin Earth Resistivity Meter	250/day	Volatile Organic Compounds (EPA 8260B)	165/ea.
Coring Machine (concrete, asphalt, masonry)	275/day	Semi-Volatile Organic Compounds (EPA 8270)	300/ea.
Dynamic Cone Penetrometer	250/day	CAM 17 Metals (EPA 6010B)	210/ea.
Inclinometer	250/day	Single Metal (EPA 6010B)	45/ea.
Generator or Air Compressor	150/day	STLC or TCLP Extraction	80/ea.
GPS Unit	160/day	Soil pH (EPA 9045C)	35/ea.
Drive-Tube Sampler or Hand-Auger	50/day	Organochlorine Pesticides (EPA 8081)	130/ea.
Soil Sample Tube (Brass or Stainless)	18/ea.	Naturally Occurring Asbestos (CARB 435)	180/ea.
Water Level Indicator	50/day	Asbestos PLM	25/ea.
Battery-Powered Pump	100/day	Asbestos 1,000-pt Count	105/ea.
Photo-Ionization Meter	150/day	48-hr/24-hr Turnaround Time	60%/100% surcharge

LABORATORY TESTS

COMPACTION CURVES

4-inch mold (D1557/D698)	\$275/ea.
6-inch mold (D1557/D698)	275/ea.
California Impact (CAL216)	275/ea.
Check Point	125/ea.

SOIL AND AGGREGATE STABILITY

Resistance Value, R-Value (D2844/CAL301)	\$350/ea.
R-Value, Treated (CAL301)	375/ea.
California Bearing Ratio (D1883)	600/ea..
Stabilization Ability of Lime (C977)	225/ea.

SOIL AND AGGREGATE PROPERTIES

#200 Wash (D1140/C117)	\$100/ea.	Moisture Determination, tube sample (D2216)	\$20/ea.
Wet Sieve Analysis to #200 (D422/CAL202)	130/ea.	Moisture Determination and Unit Weight (D2937)	40/ea.
Dry Sieve Analysis, 1.5"+ Aggregate (D6913)	350/ea.	Atterberg Limits: Plasticity Index (D4318)	225/ea.
Hydrometer Analysis (D422)	200/ea.	Sand Equivalent (D2419/CAL217)	125/ea.
Sieve Analysis with Hydrometer (D422)	250/ea.	pH and Resistivity (CAL643)	125/ea.
Specific Gravity, Soil (T100)	110/ea.	Sulfate Content (CAL417)	100/ea.
Specific Gravity Coarse Aggregate (C127)	100/ea.	Chloride Content (CAL422)	75/ea.
Specific Gravity Fine Aggregate (C128)	110/ea.	Organic Content (D2974)	85/ea.
		Cut/Extract Shelby Tube	100/ea.

SHEAR STRENGTH

Unconfined Compression (D2166)	\$125/ea.
Direct Shear (3 points) (D3080)	375/ea.
Unconsolidated-Undrained Triaxial Shear (D2850)	150/pt.
Unconsolidated-Undrained Triaxial Staged (D2850)	200/ea.
Consolidated-Undrained Triaxial Shear (D4767)	350/pt.
Consolidated-Undrained Triaxial Staged (D4767)	450/ea.
Consolidated-Drained Triaxial Shear (EM1110)	400/pt.
Consolidated-Drained Triaxial Staged (EM1110)	600/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

Permeability, Flexible Wall (D5084)	\$375/ea.
Permeability, Rigid Wall (D5856)	375/ea.
Consolidation (D2435)	75/pt.
Expansion Index (D4829/UBC 29-2)	250/ea.
Swell/Collapse (D4546)	175/pt.

AGGREGATE QUALITY

Sieve Analysis to #200 (C136)	\$130/ea.
L.A. Rattler Test (500 rev.) (C131)	225/ea.
Durability Index (D3744/CAL229)	165/ea.
Fine Aggregate Angularity (CAL 234)	125/ea.
Flat and Elongated Particles (D4791/CAL 235)	150/ea.
Percent Crushed Particles (CAL205)	150/ea.

CONCRETE / SHOTCRETE / MASONRY / REINFORCING STEEL

Compressive Strength, Cast Cylinders (C39)	\$35/ea.
Compressive Strength, Cores (C42)	100/ea.
Flexural Strength Beam (C78/C293)	100/ea.
Splitting Tensile Test (C496)	100/ea.
DSA Masonry Shear (DSA-207)	100/ea.
Shotcrete Panel Coring and Comp. Strength (C1140) ..	125/ea.
Rebar Tensile/Bend (up to #11/#11 and larger)	425/500/ea.
CMU Compressive Strength (C140)	100/ea.
Compressive Strength, Grout (C1019/UBC 21-19)	35/ea.
Compressive Strength, Mortar (C109/UBC 21-15,16) ..	35/ea.
CMU Unit Wt., Dimen., Absorption (C140)	75/ea.
Compressive Strength, Masonry Prism (C1314)	250/ea.

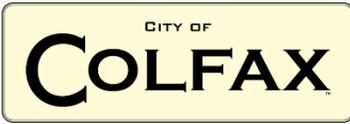
HOT MIX ASPHALT

HMA Air Voids, Gyrotory (T269)	\$550/ea.
Hamburg Wheel Tracker (T324)	1,000/ea.
Theoretical Max. Specific Gravity (D2041/CAL309)	200/ea.
Ignition/Sieve Analysis (C136/CAL202)	225/ea.
HMA Core Unit Weight (D1188/CAL308)	100/ea.
% Asphalt, Ignition Method (D6307/CAL382)	150/ea.
% Asphalt, Ignition Calibration (D6307/CAL382)	450/ea.
Tensile Strength Ratio (T283)	1,000/ea.

***2X surcharge on rush turnaround for laboratory testing**

TERMS AND CONDITIONS

- Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.
- Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.
- Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.
- Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
- Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.
- Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client is limited to the greater of **\$50,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.
 Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to the greater of **\$100,000** or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.



Staff Report to City Council

FOR THE AUGUST 13, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Matt Anderson, Chief Plant Operator
Subject: Supervisory Control and Data Acquisition (SCADA) at the Wastewater Treatment Facility

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$163,550.00	Fund(s): 560/561
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to amend the 2023 agreement with Control Point Engineering for the completion and integration of a new SCADA system at the Wastewater Treatment Plant in an amount not to exceed \$163,550.00.

Summary/Background

As part of the Algae Reduction Project, it was determined that upgrading our existing Supervisory Control and Data Acquisition (SCADA) system was essential to improving operations and ensuring regulatory compliance. In November of 2023 the City entered into an agreement with Control Point Engineering to provide a new SCADA system to replace two outdated, partially functioning monitoring systems with a single solution system developed with Ignition software from Inductive Automation. Ignition is an industry-leading, non-proprietary software product that is flexible, scalable, and runs on any operating system, allowing a great deal of flexibility. The City’s new SCADA system will connect to every Programmable Logic Controller (PLC) at the plant and the city’s lift stations.

Telstar Instruments of Sacramento was originally contracted to perform much of the wiring and wire terminations in connection with the Algae Reduction Project equipment. However, during the final phase of the project, staff determined it would be more appropriate for Control Point Engineering to complete the remaining work, as they are the firm designing and building the new SCADA system. This results in a \$10,200.00 reduction to the Telstar contract.

Subsequent meetings between the City and Control Point revealed that the scope and quality of the work previously completed by Telstar were insufficient to meet the project's objectives and the facility’s operational needs. To ensure long-term functionality, flexibility, and reliability of the system, the City requested a comprehensive proposal from Control Point Engineering to complete the SCADA system.

The wastewater treatment plant is currently operating with two separate SCADA systems, neither of which is complete or fully functional. Together, these systems support only five alarms, leaving substantial gaps in monitoring and automation. This poses a significant risk, especially during unmanned hours—when system faults may go undetected. The additional work will address the facility’s expanded automation needs by providing:

- Real-time access to all equipment and process setpoints, allowing for greater operational flexibility through immediate visibility into issues and equipment failures.
- Comprehensive alarm management and remote notifications, reducing the risk of permit violations and protecting the community from harmful effluent discharges and associated fines.

Implementing this upgraded system will significantly reduce the likelihood of violations caused by unmonitored equipment shutdowns or process disruptions. The enhanced automation will ensure faster response times, improved efficiency, and greater operational reliability—safeguarding both the facility and public health.

Conclusions and Findings

After reviewing the 2023 agreement, City staff and Control Point Engineering reduced the scope of work, resulting in a reduction of \$28,975.00. However, an amendment is required to cover additional work not included in the original agreement. The proposed cost for this additional work is \$163,550.00.

Staff recommends that the City Council authorize the City Manager to amend the scope of work and increase the contract amount by \$163,550.00 under the existing agreement between the City and Control Point Engineering.

Attachments:

1. Resolution __-2025
2. WWTP SCADA Upgrade – Amendment 1
3. WWTP SCADA Upgrade Project Scope of Work Reduction
4. 2023 - Control Point Engineering Contract

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO AMEND THE 2023 AGREEMENT WITH CONTROL POINT ENGINEERING FOR THE COMPLETION AND INTEGRATION OF A NEW SCADA SYSTEM AT THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$163,550.00.

WHEREAS, as part of the Algae Reduction Project, it was determined that upgrading our existing SCADA system was essential to improving operations and ensuring regulatory compliance. In November of 2023 the City entered into an agreement with Control Point Engineering to provide a new SCADA system to replace two outdated, partially functioning monitoring systems with a single solution system developed with Ignition software from Inductive Automation. Ignition is an industry-leading, non-proprietary software product that is flexible, scalable, and runs on any operating system, allowing a great deal of flexibility. The City’s new SCADA system will connect to every PLC at the plant and the city’s lift stations; and,

WHEREAS, Telstar Instruments of Sacramento was originally contracted to perform much of the wiring and wire terminations in connection with the Algae Reduction Project equipment. However, during the final phase of the project, staff determined it would be more appropriate for Control Point Engineering to complete the remaining work, as they are the firm designing and building the new SCADA system. and,

WHEREAS, Subsequent meetings between the City and Control Point revealed that the scope and quality of the work previously completed by Telstar were insufficient to meet the project's objectives and the facility’s operational needs. To ensure long-term functionality, flexibility, and reliability of the system, the City requested a comprehensive proposal from Control Point to complete the SCADA system; and,

WHEREAS, the wastewater treatment plant is currently operating with two separate SCADA systems, neither of which is complete or fully functional. Together, these systems support only five alarms, leaving substantial gaps in monitoring and automation. This poses a significant risk, especially during unmanned hours—when system faults may go undetected. The additional work will address the facility’s expanded automation needs by providing:

- Real-time access to all equipment and process setpoints, allowing for greater operational flexibility through immediate visibility into issues and equipment failures.
- Comprehensive alarm management and remote notifications, reducing the risk of permit violations and protecting the community from harmful effluent discharges and associated fines.

Implementing this upgraded system will significantly reduce the likelihood of violations caused by unmonitored equipment shutdowns or process disruptions. The enhanced automation will ensure faster response times, improved efficiency, and greater operational reliability—safeguarding both the facility and public health; and,

WHEREAS, after reviewing the 2023 agreement, City staff and Control Point Engineering reduced the scope of work, resulting in a total cost reduction of \$28,975.00. However, an amendment is

required to cover additional work not included in the original agreement. The proposed cost for this additional work is \$163,550.00; and,

WHEREAS, the City of Colfax wishes to amend the 2023 agreement with Control Point Engineering to provide an all new Supervisory Control and Data Acquisition (SCADA) system at the City of Colfax Wastewater Treatment Plant (WWTP), and;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves and authorizes the City Manager to amend the 2023 agreement with Control Point Engineering to provide an all-new Supervisory Control and Data Acquisition (SCADA) system at the City of Colfax Wastewater Treatment Plant (WWTP) in an amount not to exceed \$163,550.00.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on August 13, 2025, by the following vote of the Council:

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

Sean Lomen, Mayor

ATTEST:

Amanda Ahre, City Clerk



August 5, 2025

Matt Anderson
 Chief Plant Operator
 City of Colfax
 P.O. Box 702
matthew.anderson@colfax-ca.gov

RE: Proposal for City of Colfax WWTP SCADA Upgrade – Amendment 1

Mr. Anderson:

This proposal for Professional Services with ControlPoint Engineering provides additional services for the City of Colfax Wastewater Treatment Plant (WWTP) SCADA Upgrade Project.

Scope of Work

Our offer includes additions to the following tasks in the original agreement:

1. Project Management
6. PLC Programming
7. SCADA Application Development
9. System Commissioning
11. Materials

Our offer also includes the following new tasks:

12. Control Room Improvements
13. Plant Improvements

1. Project Management

We have included time for project update meetings and ongoing project-related correspondence and coordination throughout the 6-month duration of the project. Update meetings, correspondence, and coordination will be required with City staff.

6. PLC Programming

Additional PLC code will be written in the Main Control Panel PLC for the following systems:

- Aeromod System
- Influent Pump

New PLC code will be developed within the UV System PLC to accommodate three (3) new analog signals.

A new PLC program will be written for the new Pond 3 PLC for Floating Pump and Booster Pump run statuses.

7. SCADA System Development

Ignition® tags and graphics will be developed to visualize and control the following processes:

- Aeromod System



- UV System
- Influent Pump Wetwell Level
- Pond 3 Floating Pump and Booster Pump

9. System Commissioning

Each new I/O point coming into the Main Plant PLC, the UV System PLC, and the new Pond 3 pumps PLC will be loop checked to/from the corresponding field device or motor controls, into the PLC, and into the SCADA application. Once loop checks are completed, the functionality of the PLC code and SCADA application will be tested. We will demonstrate the system to Operations staff for Acceptance Testing.

11. Materials

We will provide the following equipment:

- Blank Panel Door for Aeromod Control Panel
- Additional Digital Input Card and terminal blocks for Main Control Panel
- 8-channel Analog Card for UV PLC
- Micro850 PLCs for Kruger Filters
- Wire, Wire Labels, Terminal Blocks, Relays, Network Switch, and Miscellaneous Materials
- Control Panel, Switch, and Current Sensors for Pond 3

12. Control Room Improvements

The following work will be performed in the WWTP Control Room:

- Demo existing Main Control Panel (MCP) contents and install new terminal blocks.
- Terminate, label incoming and outgoing wires in existing MCP.
- Terminate, label new wires in new MCP from existing MCP.
- Install City-provided Pond 2 Return (EQ) Pump VFD within spare MCC-D bucket.
- Terminate and label control wires in the following MCC-D buckets:
 - Influent Pump 1 (VFD)
 - Influent Pump 2 (VFD)
 - Effluent Pump (VFD)
 - Pond 2 Return (EQ) Pump (VFD)
 - Non-Potable Water Pump 1
 - Non-Potable Water Pump 2
- Land, label, and loopcheck new MCC-D control wire in new MCP.
- Configure VFDs for external (PLC) control and test motor controls.
- Install comm cables for City-mounted SC1000 & SC4500 units; configure IP addresses.
- Pull, terminate, label wire between Aeromod System and new MCP.

The Control Panel drawings provided by the Algae Removal Project will be updated to reflect the above modifications.

13. Plant Improvements

The following work will be performed outside of the WWTP Control Room:

- UV Control Panel: Replace analog input card; terminate, label, and test (3) new analog signals.
- Diversion Valve: Terminate and label wires; configure and test for fail-safe operation.



- Influent Pumps: Install and configure level sensor; terminate and label signal wires.
- Pond 3: Fabricate and install small control panel with PLC and Ethernet switch for run statuses from the Floating Pump and the Booster Pump.
- Headworks: Install network switch, comm cable, and power for SC4500; configure IPs. SC4500 installation by the City.

Fee Schedule
(see Attachment 1 for more detail)

Task 1	Project Management	\$8,400
Task 6	PLC Programming	\$8,400
Task 7	SCADA Application Development	\$8,400
Task 9	System Commissioning	\$33,600
Task 11	Materials	\$10,250
Task 12	Control Room Improvements	\$75,600
Task 13	Plant Improvements	\$18,900
Direct Costs	Mileage & Expenses	Included
Total		\$163,550

Total Cost

Our total fees for the **WWTP SCADA Upgrade – Amendment 1** will not exceed **\$163,550** and will be billed on a time and expense basis.

Attachments

1. Fee Summary
2. 2025 Rate Sheet

ControlPoint Engineering, Inc.

Jeremy Pollet, P.E.
Principal Engineer
3941 Park Drive, Unit 20-652
El Dorado Hills, CA 95762
Phone: 916.337.9697
jeremy.pollet@controlpointeng.com

City of Colfax
WWTP SCADA Upgrade
Amendment 1
Task List and Hourly Breakdown
Prepared by ControlPoint Engineering, Inc.
August 5, 2025

	Description	PM, EE, SCADA Developer	Lead SCADA Developer	Senior Field Engineer	Cost
		\$210	\$210	\$210	
Task 1	Project Management	10	10	20	\$8,400
1.3	Project Correspondence and Coordination for Amendment 1	10	10	20	\$8,400
Task 6	PLC Programming	40			\$8,400
6.12	Aeromod System	20			\$4,200
6.13	UV System	10			\$2,100
6.14	Influent Pump Wetwell Level	4			\$840
6.15	Pond 3 Floating Pump and Booster Pump	6			\$1,260
Task 7	SCADA Application Development		40		\$8,400
7.1	Aeromod System		20		\$4,200
7.2	UV System		10		\$2,100
7.3	Influent Pump Wetwell Level		4		\$840
7.4	Pond 3 Floating Pump and Booster Pump		6		\$1,260
Task 9	System Commissioning		80	80	\$33,600
9.1	Function Testing		40	40	\$16,800
9.2	Post-commissioning Punchlist		40	40	\$16,800
Task 11	Materials				\$10,250
11.8	Blank Panel Door for Aeromod Control Panel				\$250
11.9	Additional Digital Input Card and terminal blocks for Main Control Panel				\$1,000
11.10	8-channel Analog Card for UV PLC				\$2,000
11.11	Micro850 PLCs for Kruger Filters				\$2,000
11.12	Wire, Wire Labels, Terminal Blocks, Relays, Network Switch, Misc. Materials				\$3,000
11.13	Control Panel, Switch, and Current Sensors for Pond 3 (PLC from CPE surplus)				\$2,000
Task 12	Control Room Improvements			360	\$75,600
12.1	Discovery and Investigation.			40	\$8,400
12.2	Demo existing Main Control Panel (MCP) contents and install new terminal blocks.			40	\$8,400
12.3	Terminate, label incoming and outgoing wires in existing MCP.			40	\$8,400
12.4	Terminate, label new wires in new MCP from existing MCP.			40	\$8,400
12.5	Install City-provided Pond 2 Return (EQ) Pump VFD within spare MCC-D bucket.			10	\$2,100
12.6	Terminate and label control wires in the following MCC-D buckets:			60	\$12,600
12.6.1	Influent Pump 1 (VFD)			10	\$2,100
12.6.2	Influent Pump 2 (VFD)			10	\$2,100
12.6.3	Effluent Pump (VFD), labeled "Pond 3 Pump" on VFD, controlled by level			10	\$2,100
12.6.4	Pond 2 Return (EQ) Pump (VFD)			10	\$2,100
12.6.5	Non-Potable Water Pump 1			10	\$2,100
12.6.6	Non-Potable Water Pump 2			10	\$2,100
12.7	Land, label, and loopcheck new MCC-D control wire in new MCP.			20	\$4,200
12.8	Configure VFDs for external (PLC) control and test motor controls.			40	\$8,400
12.9	Install comm cables for SC1000 & SC4500 units; configure IPs.			10	\$2,100
12.10	Pull, terminate, label wire between Aeromod System and new MCP.			30	\$6,300
12.11	Update new Control Panel drawings with modifications.			30	\$6,300
Task 13	Plant Improvements			90	\$18,900
13.1	UV Control Panel: Replace AI card; terminate, label, and test (3) new AI signals.			20	\$4,200
13.2	Diversion Valve: Terminate and label wires, configure/test for fail-safe operation.			10	\$2,100
13.3	Influent Pumps: Install and configure level sensor; terminate and label signal wires.			20	\$4,200
13.4	Pond 3: Fab and install CP w/ PLC and switch for pond pumps (2) run statuses.			30	\$6,300
13.5	Headworks: Install network switch, comm cable, power for SC4500; configure IPs.			10	\$2,100
	Total	50 Hours	130 Hours	550 Hours	\$163,550



August 7, 2025

Matt Anderson
 Chief Plant Operator
 City of Colfax
 P.O. Box 702
 matthew.anderson@colfax-ca.gov

RE: City of Colfax WWTP SCADA Upgrade Project Scope of Work Reduction

Mr. Anderson:

Per our recent discussions with the City, the following items within our original scope of work for the WWTP SCADA Upgrade Project will not be completed and will remain unbilled.

Task 6: PLC Programming - \$3,775

Subtask 6.6 Belt Press PLC Reverse Engineering Wiring (50% Complete) - \$3,775

Task 7: SCADA Application Development - \$21,780

- Subtask 7.3 Chlorine Contact Basin Pump Station - \$7,780
- Subtask 7.4 Air Flotation System - \$7,000
- Subtask 7.6 Belt Press - \$7,000

Task 8: Software Testing - \$3,420

Subtask 8.2 Field Test Air Flotation System Vendor PLC with New SCADA Screens - \$3,420

**Cost Reduction Schedule
 (see Attached Cost Reduction Summary for more detail)**

Task	Description	Original Cost	Reduction
Task 1	Project Management	\$9,360	
Task 2	Control Strategies	\$11,700	
Task 3	SCADA Architecture Diagrams	\$9,360	
Task 4	Control Panel Factory Testing	\$6,000	
Task 5	Hardware Configuration & Installation	\$26,900	
Task 6	PLC Programming	\$53,900	\$3,775
Task 7	SCADA Application Development	\$123,700	\$21,780
Task 8	Software Testing	\$27,680	\$3,420
Task 9	System Commissioning	\$38,900	
Task 10	Training	\$3,900	
Task 11	Materials	\$8,200	
Direct Costs	Mileage & Expenses	included	
Total		\$319,600	\$28,975



Cost Reduction

The total cost reduction for the **WWTP SCADA Upgrade Project** is **\$28,975**.

Revised Total Cost

Our revised total fees for the **WWTP SCADA Upgrade Project** with the **\$28,975 reduction** will not exceed **\$290,625** (\$319,600 - **\$28,975**).

Attachments

1. Credit Summary

ControlPoint Engineering, Inc.

Jeremy Pollet, P.E.

Principal Engineer

3941 Park Drive, Unit 20-652

El Dorado Hills, CA 95762

Phone: 916.337.9697

jeremy.pollet@controlpointeng.com

City of Colfax
WWTP SCADA Upgrade Scope of Work Reduction Summary

	Description	PM, EE, SCADA Developer	Lead SCADA Developer	SCADA Developer	Senior Field Engineer	Original Cost	Reduction
Task 1	Project Management	32	16			\$9,360	\$0
1.1	Project Update Meetings	16				\$3,120	
1.2	Project Correspondence and Coordination	16	16			\$6,240	
Task 2	Control Strategies	30	30			\$11,700	\$0
2.1	Control Strategy Development Meetings with the City	10	10			\$3,900	
2.2	Control Strategy Document (Draft, 90%, 100% Submittals)	20	20			\$7,800	
Task 3	SCADA Architecture Diagrams	24	24			\$9,360	\$0
3.1	Existing Architecture Discovery (model numbers, IP addresses, etc.)	8	8			\$3,120	
3.2	SCADA Architecture Diagrams (Draft, 90%, 100% Submittals)	16	16			\$6,240	
Task 4	Control Panel Factory Testing				30	\$6,000	\$0
4.1	Main Plant PLC Control Panel				10	\$2,000	
4.2	Pond 3 Irrigation Booster Pump Station Control Panel				10	\$2,000	
4.3	Chlorine Contact Basin Pump Station Control Panel				10	\$2,000	
4.4	Air Flotation System Control Panel (Vendor PLC)					\$0	
Task 5	Hardware Configuration & Installation		54	54	40	\$26,900	\$0
5.1	SCADA Server Setup and Configuration		20	20		\$7,000	
5.2	Base and Directional Radios (installed by Contractor)		16	16		\$5,600	
5.3	WiFi Access Points (installed by ControlPoint)		8	8	40	\$10,800	
5.4	Communications Router		4	4		\$1,400	
5.5	Surface Pro Tablets		4	4		\$1,400	
5.6	SMS Alarm Modem		2	2		\$700	
Task 6	PLC Programming	40	100	120	40	\$53,900	\$3,775
6.1	Main Plant PLC	20	40	40		\$17,900	
6.2	Pond 3 Irrigation Booster Pump Station PLC	10	30	30		\$12,450	
6.3	Chlorine Contact Basin Pump Station PLC	10	30	30		\$12,450	
6.4	Air Flotation System PLC (Vendor)					\$0	
6.5	UV System PLC (Existing)					\$0	
6.6	Belt Press PLC (Existing) (reverse engineer wiring)			10	30	\$7,550	\$3,775
6.7	Headworks PLC (Existing) (replace with Ethernet-based model)			10	10	\$3,550	
6.8	Lift Station 1 PLC (Existing)					\$0	
6.9	Lift Station 2 PLC (Existing)					\$0	
6.10	Lift Station 3 PLC (Existing)					\$0	
6.11	Lift Station 5 PLC (Existing)					\$0	
Task 7	SCADA Application Development	64	316	320		\$123,700	\$21,780
7.1	Main Plant PLC Processes (Influent Pumps, Plant Water Pumps, Analyticals)	8	32	32		\$12,760	
7.2	Pond 3 Irrigation Booster Pump Station	4	20	20		\$7,780	
7.3	Chlorine Contact Basin Pump Station	4	20	20		\$7,780	\$7,780
7.4	Air Flotation System	4	16	20		\$7,000	\$7,000
7.5	UV System	4	16	20		\$7,000	
7.6	Belt Press	4	16	20		\$7,000	\$7,000
7.7	Headworks	4	16	20		\$7,000	
7.8	Lift Station 1	4	12	16		\$5,600	
7.9	Lift Station 2	4	12	16		\$5,600	
7.10	Lift Station 3	4	12	16		\$5,600	
7.11	Lift Station 5	4	20	24		\$8,400	
7.12	Lift Station Polling Engine, Configuration, and Statistics Screen	4	16	16		\$6,380	
7.13	Plant Overview	4	16	20		\$7,000	
7.14	Alarm Configuration, Summary, and History Pages	4	16	20		\$7,000	
7.15	Historical Trends	4	16	20		\$7,000	
7.16	Daily / Monthly Reports		60	20		\$14,800	
Task 8	Software Testing	36	36	88		\$27,680	\$3,420
8.1	Bench Test New PLC Code with New SCADA Screens	16	16	40		\$12,440	
8.2	Field Test Air Flotation System Vendor PLC with New SCADA Screens	4	4	12		\$3,420	\$3,420
8.3	Field Test Existing PLCs with New SCADA Screens	8	8	20		\$6,220	
8.4	Additional PLC Code Requests from the City	4	4	8		\$2,800	
8.5	Additional SCADA Application Requests from the City	4	4	8		\$2,800	
Task 9	System Commissioning	60	60	100		\$38,900	\$0
9.1	Loopchecks with the Contractor (Main PLC, Pond 3 PS, CCB PS)	20	20	40		\$14,000	
9.2	Function Testing with the Contractor and the City	16	16	24		\$9,960	
9.3	Acceptance Testing with the Contractor and the City	16	16	24		\$9,960	
9.4	Post-commissioning Punchlist	8	8	12		\$4,980	
Task 10	Training	4	16			\$3,900	\$0
10.1	SCADA Training for Plant Operators	4	16			\$3,900	
Materials	Materials					\$8,200	\$0
11.1	Base Radio (1)					\$250	
11.2	Directional Radios (4)					\$1,000	
11.3	WiFi Access Points (6)					\$1,800	
11.4	Communications Router (1)					\$500	
11.5	Surface Pro Tablets (2)					\$2,250	
11.6	SMS Alarm Modem (1)					\$1,000	
11.7	MicroLogix 1400 PLC (1)					\$1,400	
	Total	290 Hours	652 Hours	682 Hours	110 Hours	\$319,600	\$28,975

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this 30 day of November, 2023 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **ControlPoint Engineering, Inc.** (“Contractor”).

RECITALS

- A. The City desires to retain Contractor to provide the Services set forth in detail in **Exhibit A** hereto (the “Services”) subject to the terms and conditions of this Agreement.
- B. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.
- C. The Contractor based their proposal on the Request for Proposal attached to this agreement as **Exhibit B**, and made a part of herein.

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges

for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

any subcontract until all insurance required of the Contractor has also been obtained by the subcontractor.

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

appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

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

Section 7. Subcontracts.

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City

and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

amount of damage sustained or estimated by City resulting from Contractor's breach of this Agreement.

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Contractor for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Contractor and the necessary City officials before the extra and/or changed Services are provided.

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

If to City:	City of Colfax 33 S. Main Street Colfax, CA 95713
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If to Contractor: ControlPoint Engineering
Attn: Jeremy Pollet
3941 Park Drive, Unit 20-652
El Dorado Hills, CA 95762

Section 23. Execution.

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

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

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

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

CITY
Signature 
Printed Name Michael W. Luken
Title Interim City Manager
Date 11/30/2023

CONTRACTOR
Signature 
Printed Name JEREMY POLLET
Title PRESIDENT
Date 11/2/2023

APPROVED AS TO FORM:



City Attorney



September 21, 2023

Mr. Jim Fletter
Senior Engineer
Wood Rodgers, Inc.
jfletter@WoodRodgers.com

RE: Proposal for City of Colfax WWTP SCADA Upgrade

Mr. Fletter:

This proposal for Professional Services with ControlPoint Engineering provides for an all-new Supervisory Control and Data Acquisition (SCADA) system at the City of Colfax Wastewater Treatment Plant (WWTP).

The WWTP presently has two SCADA systems providing process visualization, local alarming, and data acquisition. The first system is an older, outdated Citect software application running on an aging PC. The second is a HT3 software application running on proprietary hardware from Data Flow Systems (DFS). Both systems provide similar functions; however, neither is an all-in-one solution for the plant and the collections system. There are some functions the Citect system has that the HT3 system does not; however, the HT3 system is the most complete and the major difference is that it provides process visualization and control for the off-site sewage lift stations. Operations staff must use a combination of both systems to perform supervisory control and data acquisition functions at the plant.

The system we are offering replaces both existing SCADA systems with a single solution developed within Ignition® from Inductive Automation. Ignition® is an industry-leading, non-proprietary software product that is flexible, scalable, and runs on any operating system. The City's new Ignition® system will connect to every PLC at the plant and the City's lift stations. It will be developed in close coordination with City staff to ensure the system meets Operational needs. As part of this project, we will write code for the new Programmable Logic Controllers (PLCs) provided by the Algae Removal Project.

Our core business is designing and installing industrial automation solutions for municipal water and wastewater systems throughout Northern California and Nevada. Our systems are non-proprietary, meaning any system integrator can maintain or expand the system. We will always be available for support, but the City will have the flexibility to have others work on the system. The City will not be beholden or locked in with ControlPoint in any way.

We maintain \$2,000,000 general liability, \$2,000,000 professional liability, \$1,000,000 motor vehicle, and \$5,000,000 umbrella insurance policies and have a long list of clients who are happy with the Ignition® systems that we have designed and installed. We've included a client list in the appendix of this proposal and encourage the City to reach out to anyone in that list for their opinions on Ignition® software or our integration and engineering services.

Scope of Work

Our offer includes the following:

1. Project Management
2. Control Strategies
3. SCADA Architecture Diagrams
4. Control Panel Factory Testing
5. Hardware Configuration & Installation
6. PLC Programming
7. SCADA Application Development



5. PLC Programming

Three (3) new PLC programs will be written for the Algae Removal Project in accordance with the Control Strategies developed in Task 2:

- Main Plant PLC
- Pond 3 Irrigation Booster Pump Station PLC
- Chlorine Contact Basin Pump Station PLC

The existing Belt Press Control Panel will be reverse-engineered in the field in order to provide a PLC memory map for the undocumented PLC code. A memory map (i.e. documented ladder logic) is required in order to provide process visualization and alarming of the Belt Press system on SCADA.

6. Hardware Configuration

We will install and configure the base operating system (OS) and all required Ignition® software modules on the new SCADA server provided by the Algae Removal Project Contractor. We will set up server diagnostics and provide configuration to automatically backup the critical software elements to a City-provided offsite location.

We will setup, configure, and field test all equipment provided by ControlPoint, including:

- Base Radio (1)
- Directional Radios (4)
- WiFi Access Points (6)
- Communications Router (1)
- SMS Alarm Modem (1)
- Surface Pro Tablets (2)
- MicroLogix 1400 PLC (1) (replaces the serial-only MicroLogix 1000 PLC at the Headworks)

The tablets and hotspots provide a mobile SCADA solution for Operations staff while at the plant. The communications router provides a secure connection to the plant for outside remote access and handles all of the on-plant data traffic. The SMS alarm modem delivers alarms generated by the SCADA software to the Operator's phones.

7. SCADA System Development

Ignition® tags and graphics will be developed to visualize and control a total of ten (10) PLCs:

- Main Plant PLC Processes (Influent Pumps, Plant Water Pumps, Analyticals)
- Pond 3 Irrigation Booster Pump Station
- Chlorine Contact Basin Pump Station
- Air Flotation System
- UV System
- Belt Press
- Headworks
- Lift Station 1
- Lift Station 2
- Lift Station 3
- Lift Station 5

Additional elements of the new SCADA application include the following:

- Plant Overview

**Notes**

1. SCADA software and SCADA server hardware will be provided to the City by the Algae Removal Project Contractor. ControlPoint will provide all configuration, programming, and application development for a complete and functional system.
2. The SMS alarm modem will require a City-provided cellular service plan in order for alarms to reach the Operator's cell phones. This is a two-way system in that the alarms can also be cleared by the Operator through texts. The typical monthly fees for a data plan to support an SMS alarm modem is \$30/month and varies by the cellular provider.
3. We recommend that the City purchase the annual Ignition® Software BasicCare Support Plan from Inductive Automation. This Support Plan will provide the City with unlimited upgrades to Ignition modules. The BasicCare Support Plan is 16% of the original purchase price and is estimated at approximately \$2500. This yearly investment future-proofs the City's software investment and helps keep the system protected from malware, viruses and zero-day exploits.

Total Cost

Our total fees for the **WWTP SCADA Upgrade** will not exceed **\$319,600** and will be billed on a time and expense basis.

Attachments

1. Fee Summary
2. 2024 Rate Sheet
3. Project Schedule
4. Communications Site Plan
5. Materials List & Product Cutsheets
6. Example Control Strategy
7. Example SCADA Architecture Diagrams
8. ControlPoint Engineering Ignition® Installation Locations
9. ControlPoint Engineering Ignition® Project References
10. ControlPoint Engineering Key Staff Resumes

ControlPoint Engineering, Inc.

Jeremy Pollet, P.E.

Principal Engineer

3941 Park Drive, Unit 20-652

El Dorado Hills, CA 95762

Phone: 916.337.9697

jeremy.pollet@controlpointeng.com

City of Colfax
WWTP SCADA Upgrade Fee Summary

	Description	PM, EE, SCADA Developer	Lead SCADA Developer	SCADA Developer	Senior Field Engineer	Cost
Task 1	Project Management	32	16			\$9,360
1.1	Project Update Meetings	16				\$3,120
1.2	Project Correspondence and Coordination	16	16			\$6,240
Task 2	Control Strategies	30	30			\$11,700
2.1	Control Strategy Development Meetings with the City	10	10			\$3,900
2.2	Control Strategy Document (Draft, 90%, 100% Submittals)	20	20			\$7,800
Task 3	SCADA Architecture Diagrams	24	24			\$9,360
3.1	Existing Architecture Discovery (model numbers, IP addresses, etc.)	8	8			\$3,120
3.2	SCADA Architecture Diagrams (Draft, 90%, 100% Submittals)	16	16			\$6,240
Task 4	Control Panel Factory Testing				30	\$6,000
4.1	Main Plant PLC Control Panel				10	\$2,000
4.2	Pond 3 Irrigation Booster Pump Station Control Panel				10	\$2,000
4.3	Chlorine Contact Basin Pump Station Control Panel				10	\$2,000
4.4	Air Flotation System Control Panel (Vendor PLC)					\$0
Task 5	Hardware Configuration & Installation		54	54	40	\$26,900
5.1	SCADA Server Setup and Configuration		20	20		\$7,000
5.2	Base and Directional Radios (installed by Contractor)		16	16		\$5,600
5.3	WiFi Access Points (installed by ControlPoint)		8	8	40	\$10,800
5.4	Communications Router		4	4		\$1,400
5.5	Surface Pro Tablets		4	4		\$1,400
5.6	SMS Alarm Modem		2	2		\$700
Task 6	PLC Programming	40	100	120	40	\$53,900
6.1	Main Plant PLC	20	40	40		\$17,900
6.2	Pond 3 Irrigation Booster Pump Station PLC	10	30	30		\$12,450
6.3	Chlorine Contact Basin Pump Station PLC	10	30	30		\$12,450
6.4	Air Flotation System PLC (Vendor)					\$0
6.5	UV System PLC (Existing)					\$0
6.6	Belt Press PLC (Existing) (reverse engineer wiring)			10	30	\$7,550
6.7	Headworks PLC (Existing) (replace with Ethernet-based model)			10	10	\$3,550
6.8	Lift Station 1 PLC (Existing)					\$0
6.9	Lift Station 2 PLC (Existing)					\$0
6.10	Lift Station 3 PLC (Existing)					\$0
6.11	Lift Station 5 PLC (Existing)					\$0
Task 7	SCADA Application Development	64	316	320		\$123,700
7.1	Main Plant PLC Processes (Influent Pumps, Plant Water Pumps, Analyticals)	8	32	32		\$12,760
7.2	Pond 3 Irrigation Booster Pump Station	4	20	20		\$7,780
7.3	Chlorine Contact Basin Pump Station	4	20	20		\$7,780
7.4	Air Flotation System	4	16	20		\$7,000
7.5	UV System	4	16	20		\$7,000
7.6	Belt Press	4	16	20		\$7,000
7.7	Headworks	4	16	20		\$7,000
7.8	Lift Station 1	4	12	16		\$5,600
7.9	Lift Station 2	4	12	16		\$5,600
7.10	Lift Station 3	4	12	16		\$5,600
7.11	Lift Station 5	4	20	24		\$8,400
7.12	Lift Station Polling Engine, Configuration, and Statistics Screen	4	16	16		\$6,380
7.13	Plant Overview	4	16	20		\$7,000
7.14	Alarm Configuration, Summary, and History Pages	4	16	20		\$7,000
7.15	Historical Trends	4	16	20		\$7,000
7.16	Daily / Monthly Reports		60	20		\$14,800
Task 8	Software Testing	36	36	88		\$27,680
8.1	Bench Test New PLC Code with New SCADA Screens	16	16	40		\$12,440
8.2	Field Test Air Flotation System Vendor PLC with New SCADA Screens	4	4	12		\$3,420
8.3	Field Test Existing PLCs with New SCADA Screens	8	8	20		\$6,220
8.4	Additional PLC Code Requests from the City	4	4	8		\$2,800
8.5	Additional SCADA Application Requests from the City	4	4	8		\$2,800
Task 9	System Commissioning	60	60	100		\$38,900
9.1	Loopchecks with the Contractor (Main PLC, Pond 3 PS, CCB PS)	20	20	40		\$14,000
9.2	Function Testing with the Contractor and the City	16	16	24		\$9,960
9.3	Acceptance Testing with the Contractor and the City	16	16	24		\$9,960
9.4	Post-commissioning Punchlist	8	8	12		\$4,980
Task 10	Training	4	16			\$3,900
10.1	SCADA Training for Plant Operators	4	16			\$3,900
Materials	Materials					\$8,200
11.1	Base Radio (1)					\$250
11.2	Directional Radios (4)					\$1,000
11.3	WiFi Access Points (6)					\$1,800
11.4	Communications Router (1)					\$500
11.5	Surface Pro Tablets (2)					\$2,250
11.6	SMS Alarm Modem (1)					\$1,000
11.7	MicroLogix 1400 PLC (1)					\$1,400
	Total	290 Hours	652 Hours	682 Hours	110 Hours	\$319,600



**2024
Hourly Rate Schedule**

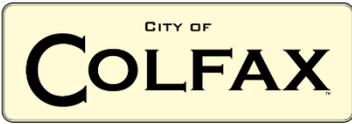
Services will be billed on a time and expense or lump sum basis dependent upon each task order. Labor will be at the specified hourly rates. Expenses incurred will be at the listed rates.

Labor

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$195
Project Manager	\$195
Professional Engineer (PE)	\$195
Lead SCADA Developer	\$195
Associate Engineer	\$155
SCADA Developer	\$155
Designer/Drafter	\$120
Technical Assistant	\$90

Expenses

<u>Description</u>	<u>Rate</u>
Auto Mileage	Current IRS Rate
Direct & Travel Expenses	Actual
Equipment & Materials	Actual + 10%
Subcontractor & Outside Services	Actual + 10%



Staff Report to City Council

FOR THE AUGUST 13, 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.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$43,000.00	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2025 authorizing the City Manager to execute an agreement with Hach Company for an equipment purchase not to exceed \$43,000.00.

Summary/Background

On 17 March 2025, 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 01 February 2024 through 31 December 2024. The Discharger responded on 04 April 2025 to the ROV and agreed with the violations.

According to the Discharger’s self-monitoring reports, the Discharger committed fifteen (15) non-serious violations of the above effluent limitations contained in NOA R5-2023-0025-001 as shown in Attachment A. Thirteen (13) of the 15 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 (\$36,000.00). As stated herein, a detailed list of the alleged effluent limitation violations is included in Attachment A. This Order addresses an ACL for violations that are specifically identified in Attachment A as subject to MMPs.

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 (\$36,000.00) in MMPs against the Discharger.

The Compliance Project consists of wastewater treatment plant modifications to improve effluent water quality and minimize effluent limitation violations. The Discharger proposes to install a pH and ammonia monitoring system that will promote more efficient nitrification and denitrification, and more effective settling. The pH monitoring will also be integrated into the supervisory control and data acquisition (SCADA) system that will trigger a treatment process diversion if the pH readings are significantly high or low. The treatment improvements will reduce the potential for future total nitrate plus nitrite and total coliform 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 sole sourcing Hach Brand equipment to match the existing equipment.

The compliance project will consist of the following equipment: 1 pH probe, 1 Ammonia analyzer, 1 SC4500, 1 Reagent Set, 1 power box with power connection cable, 1 Rail Mounting kit, 1 Filtra Pole Mounting hardware kit, and 1 Sample filtration system.

All Items sold exclusively by Hach

Hach Company -----\$38,549.10 + tax and shipping

Fiscal Impacts

\$38,549.10 + tax and shipping

Attachments:

- 1. Resolution __-2025
- 2. Hach Company Quote
- 3. Equipment Description

City of Colfax

City Council

Resolution No. __-2025

APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
WITH HACH COMPANY FOR EQUIPMENT PURCHASE NOT TO EXCEED \$43,000.00

WHEREAS, On 17 March 2025, 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 01 February 2024 through 31 December 2024. The Discharger responded on 04 April 2025 to the ROV and agreed with the violations; and,

WHEREAS, According to the Discharger's self-monitoring reports, the Discharger committed fifteen (15) non-serious violations of the above effluent limitations contained in NOA R5-2023-0025-001 as shown in Attachment A. Thirteen (13) of the 15 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; and,

WHEREAS, the total amount of the MMPs assessed for the alleged effluent violations is thirty-six thousand dollars (\$36,000). As stated herein, a detailed list of the alleged effluent limitation violations is included in Attachment A. This Order addresses an ACL for violations that are specifically identified in Attachment A as subject to MMP ; 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. 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; and,

WHEREAS, The Compliance Project consists of wastewater treatment plant modifications to improve effluent water quality and minimize effluent limitation violations. The Discharger proposes to install a pH and ammonia monitoring system that will promote more efficient nitrification and denitrification, and more effective settling. The pH monitoring will also be integrated into the supervisory control and data acquisition (SCADA) system that will trigger a treatment process diversion if the pH readings are significantly high or low. The treatment improvements will reduce the potential for future total nitrate plus nitrite and total coliform violations; 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 sole sourcing Hach Brand equipment to match the existing equipment; and,

WHEREAS, the City of Colfax wishes to execute an agreement with the Hach Company for an equipment purchase not to exceed \$43,000.00.

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 an equipment purchase not to exceed \$43,000.00.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on August 13, 2025, by the following vote of the Council:

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

ATTEST:

Sean Lomen, Mayor

Amanda Ahre, City Clerk



Be Right™

Quotation

Quote Number: 101168971v4

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: 15-Apr-2025

Quote Expiration: 15-May-2025

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

Name: Matthew Anderson
Phone: (530) 308-4597
Email: matthew.anderson@colfax-ca.gov

Customer Account Number : 180486

Sales Contact: Josh Holman Email: joshua.holman@hach.com Phone: 775-895-0939

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	DPD1P1	pHD sc: Digital pH sensor with glass differential electrode, sc compatibility, PEEK®, Convertible Mount. Standard lead time 3 days.	1	1,320.07	1,320.07
2	LCW1220	NH6000sc Reagent Set for Measuring Range 2 (0.05-20 mg/L NH ₄ -N). Standard lead time 15 days.	1	472.69	472.69
3	LQV155.99.00012	Power Box with Power Connection Cable for NH6000sc, Amtax sc and Phosphax sc. Standard lead time 23 days.	1	657.98	657.98
4	LXV461.99.00321	NH6000sc Ammonia Analyzer, 1 channel, for use with 1 external filtration system, flow detection, automatic grab sample, 115 VAC. Standard lead time 20 days.	1	22,790.36	22,790.36
5	LZY316	Rail Mounting Kit for SC analyzer without controller. Standard lead time 20 days.	1	1,007.96	1,007.96
6	LZY714.99.42050	FX610/FX620/Filtrax Pole mounting hardware, 24 cm bracket, SS pole with opening, 2 m	1	654.68	654.68
7	WRTUPGNH6F62-2V	WarrantyPlus Service Partnership provides full coverage, including parts, labor, and travel for instrument startup, one preventative maintenance visit, and on-site repairs with priority status.	1	4,200.00	4,200.00

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
8	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 Digital Sensors, 100-240 VAC, without power cord. Standard lead time 3 days.	1	2,766.14	2,766.14
9	LXV464.97.21021	FX620 Sample Filtration System, rough samples, 5 m heated hose, 115 VAC. Standard lead time 15 days.	1	4,679.13	4,679.13
				Grand Total	\$ 38,549.01

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

California Proposition 65:



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:
 - o 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: Josh Holman
 Title: Regional Sales Manager
 Phone: 775-895-0939
 Email: joshua.holman@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

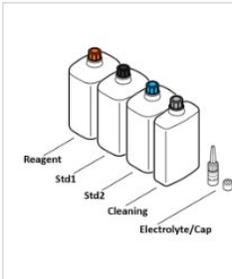
* * *

**DPD1P1 Digital pH Sensor,
PEEK, Convertible w/Adaptor
Cable**

Product Number: 8322301



NH6000sc Reagent Set for Measuring Range 2 (0.05-20 mg/L NH₄-N)



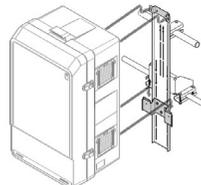
**Power Box with Power
Connection Cable for
NH6000sc, Amtax sc and
Phosphax sc**



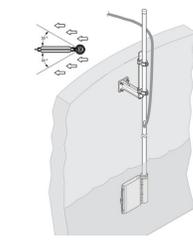
**NH6000sc Ammonia Analyzer,
1 channel, for use with 1
external filtration system,
flow detection, automatic grab
sample, 115 VAC**



**Rail Mounting Kit for SC
analyzer without controller**



**FX610/FX620/Filtrax Pole
mounting hardware, 24 cm
bracket, SS pole with opening,
2 m**

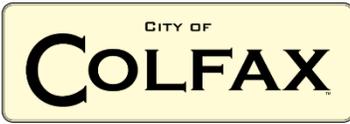


**SC4500 Controller, Prognosys,
5x mA Output, 2 Digital
Sensors, 100-240 VAC, without
power cord**



**FX620 Sample Filtration
System, rough samples, 5 m
heated hose, 115 VAC**





Staff Report to City Council

FOR THE AUGUST 13, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Sierra Vista Community Center Ad Hoc Committee Report

Budget Impact Overview:

N/A: X	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review the report and provide recommendations on how to proceed.

Summary/Background

At the June 11, 2025, City Council meeting, the Council considered an item regarding financial support for the Sierra Soar nonprofit in connection with the Colfax Boys Basketball Team. The Council voted to donate \$2,200.00 to the program, with the condition that the funds be used solely to support the basketball program and not for any upgrades to the Sierra Vista Community Center (SVCC) until a Memorandum of Understanding (MOU) is negotiated between the City and the SVCC to establish rights of access.

An Ad Hoc Committee, consisting of Councilmembers Trinity Burruss and Larry Hillberg, was formed at the June 11, 2025 City Council meeting to negotiate the MOU.

Tonight, the Ad Hoc Committee will report to the Council on their progress.