

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Marnie Mendoza · Mayor Pro Tem Sean Lomen
Councilmembers · Kim Douglass · Trinity Burruss · Joe Fatula

REGULAR MEETING AGENDA

May 27, 2020

Regular Session: 6:00PM

The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/84855566764>

Dial in by calling one of the numbers listed below and enter the Webinar ID: 848 5556 6764

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

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

2B. **Pledge of Allegiance**

2C. **Roll Call**

2D. **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.

3 AGENCY REPORTS

3A. **Placer County Sheriff**

4 PRESENTATION (NO PRESENTATION)

5 PUBLIC HEARING (NO PUBLIC HEARING)

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

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

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



6 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

- 6A. **Minutes – Special Meeting Cannabis Workshop of May 6, 2020** (Pages 4-5)
Recommendation: Approve the Minutes of the Special Meeting Cannabis Workshop of May 6, 2020
- 6B. **Minutes – Regular Meeting of May 13, 2020** (Pages 6-8)
Recommendation: Approve the Minutes of the Regular Meeting of May 13, 2020
- 6C. **Cash Summary Report – April 2020** (Pages 9-19)
Recommendation: Accept and File.
- 6D. **Quarterly Investment Report – Quarter ended 03/31/2020** (Pages 20-28)
Recommendation: Accept and File.
- 6E. **Annual Review of Administrative Policies and Procedures** (Pages 29-38)
Recommendation: Accept and File.
- 6F. **LEAP Grant Application** (Pages 39-42)
Recommendation: Adopt Resolution ___-2020 authorizing the following:
- SECTION 1.** The City Manager is hereby authorized to apply for and submit to the department the application package;
- SECTION 2.** In connection with the LEAP grant, if the application is approved by the department, the City Manager of the City of Colfax is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of **\$65,000**, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and
- SECTION 3.** The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.
- SECTION 4.** The City Manager is authorized to execute the City of Colfax leap grant application, the LEAP documents, and any amendments thereto on behalf of the City of Colfax as required by department upon receipt of the LEAP grant.



- 6G. **Contract Award for Culver Street Rehabilitation Project – Phase 2** (Pages 43-57)
Recommendation: Adopt Resolution ___-2020 authorizing the City Manager to award a construction contract to Doug Veerkamp General Engineering in the amount of \$193,042.08 and authorize the City Manager to execute 10% change order in a total amount not to exceed \$212,346.29 for the Culver Street Rehabilitation Project – Phase 2.
- 6H. **Construction Management and Inspection Services for Culver Street – Phase 2 Pavement Rehabilitation Project** (Pages 58-74)
Recommendation: Adopt Resolution ___-2020 authorizing the City Manager to enter into a consultant services agreement with Unico Engineering for construction management and inspection services on the Culver Street Phase 2 Pavement Rehabilitation Project in an amount not to exceed \$22,580.00.

7 PUBLIC COMMENT

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

8 COUNCIL AND STAFF

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

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers**
 8B. **City Operations Update – City Manager**

9 COUNCIL BUSINESS

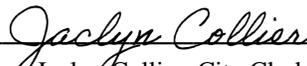
- 9A. **Kneeland Street Rehabilitation Project – Design Acceptance** (Pages 75-78)
Recommendation: Discuss and consider adopting Resolution ___-2020 accepting the project design and authorizing the City Manager to solicit bids for the construction of the Kneeland Street Rehabilitation Project.

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

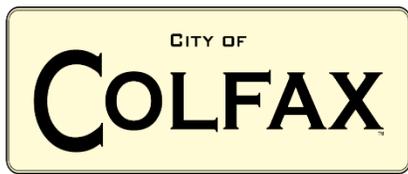
I, Jaclyn Collier, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.



 Jaclyn Collier, 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.





City Council Minutes

Special Workshop Meeting of Wednesday, May 6, 2020
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 PUBLIC COMMENT

Mayor Mendoza started the Special Workshop Meeting at 9:15AM.

Roll Call:

Present: Mendoza, Burruss, Douglass, Fatula

Absent: Lomen

1A. Open Public Comment

Mayor Mendoza opened public comment.

No public comment.

Public comment closed.

2 WORKSHOP

2A. Commercial Cannabis

Action: Receive presentation, discuss, and direct staff.

City Manager Heathcock provided background information, noting the meeting as a continuation of the February 26 2020 Cannabis Workshop Meeting and changes have been highlighted.

Kyle Tankard with SCI Consulting provided a PowerPoint Slideshow Presentation.

Councilmember Fatula stated the amount of time to review the agenda packet was insufficient.

Councilmember Burruss agreed that Council and the stakeholders should have time to review the documents. She stated she does not want to delay the matter any longer but would like to allow review time.

We noted dates and times the meeting can be pushed to.

Councilmember Burruss, Mayor Mendoza, Councilmember Fatula, discussed available dates for the meeting.

Councilmember Fatula talked about questions he identified in the documents.

City Manager Heathcock requested City Attorney Cabral weigh in on whether or not questions posed by Councilmember Fatula can be addressed prior to the meeting.

City Attorney Cabral agreed, requested Councilmember Fatula submit any questions as soon as possible.

Councilmember Fatula provided an example of one of the questions he had.

City Manager Heathcock requested direction from Council to nail down a date for the next meeting.

Mayor Mendoza requested to push the meeting to May 20th 2020.

Councilmember Douglass agreed.

Mayor Mendoza requested public comment on moving the meeting to May 20th 2020.

Councilmember Fatula inquired about Exhibit A not being in the packet.

Mr. Tankard inquired to City Manager Heathcock about including a revised fee schedule in the next packet.

Councilmember Fatula inquired about the annual cannabis permit fee and allowing the City Manager to set the fee so Council doesn't need to act on it.

Mr. Tankard provided information about how the fee is reduced after the initial year as well as what the fee includes.

Mayor Mendoza read a comment from Wendy Dion requesting to know the difference between retail and retailer on page 12 of zoning.

Mr. Tankard confirmed it is a typo and that it should just be retailer on the zoning table.

Mayor Mendoza confirmed the new meeting date will be May 20th.

Mayor Mendoza read a comment from Wendy Dion requesting to confirm whether or not the City has applied for grant funding for offsetting costs for start-up cannabis businesses.

City Manager Heathcock provided information about the City needing technical assistance from a company like SCI Consulting which could increase the cost.

Mayor Mendoza confirmed the scheduled date for the meeting as May 20th 2020.

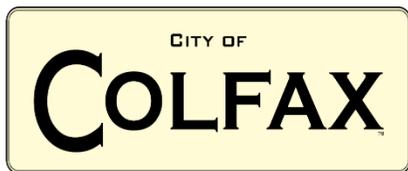
3 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 9:52AM.

Respectfully submitted to City Council this 27th day of May, 2020.



Jaclyn Collier, City Clerk



City Council Minutes

Regular Meeting of Wednesday, May 13, 2020

City Hall Council Chambers

33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call Closed Session to Order

Mayor Mendoza called the closed session to order at 5:20PM

1B. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

1C. Public Comment on Closed Session Items

1D. Closed Session

a) Conference with Labor Negotiators pursuant to Government Code Section 54957.6. City's designated representatives: City Manager Wes Heathcock and Labor Consultant Dennis Batchelder. Employee organization: General unit employees represented by IUOE, Stationary Engineers, Local 39.

b) Conference with legal counsel regarding existing litigation pursuant to Government Code Section 54956.9(d)(1): Before the Board of Administration of the California Public Employees Retirement System (CalPERS) - In the Matter of the Appeal Regarding Membership Determination of Laurie Van Groningen and City of Colfax, Respondents, California Office of Administrative Hearings Case No. 2019050352, CalPERS Case No. 2018-1286.

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Mendoza called the open session to order at 6:06PM

City Attorney Cabral provided a Closed Session Report

In the matter of CalPERS vs. City of Colfax and Laurie Van Groningen, CalPERS claimed Laurie Van Groningen was and employee and not an independent contractor. On March 19th 2020, an Administrative Law Judge found CalPERS was wrong and Laurie is in fact an independent contractor. The City negotiated a settlement agreement that CalPERS will not raise this issue again. City Attorney Cabral considered this a complete win for the City. Council unanimously voted to authorize the City Manager to sign the settlement agreement with Mayor Mendoza, and Council Members Burruss and Fatula voting in favor. City Attorney Cabral reported the settlement agreement will become a public record as soon as it is signed by CalPERS and as soon as it is, the public will be made aware.

2B. Pledge of Allegiance

City Manager Heathcock led the Pledge of Allegiance

2C. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

2D. Approval of Agenda Order

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

MOTION made by Councilmember Burruss and seconded Councilmember Fatula and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

3 AGENCY REPORTS

3A. Placer County Sheriff – No report provided

4 PRESENTATION (NO PRESENTATION)

5 PUBLIC HEARING (NO PUBLIC HEARING)

6 CONSENT CALENDAR

6A. Minutes – Regular Meeting of April 1, 2020

Recommendation: Approve the Minutes of the Special Workshop Meeting of April 1, 2020

6B. Minutes – Regular Meeting of April 22, 2020

Recommendation: Approve the Minutes of the Special Workshop Meeting of April 22, 2020

6C. FY 2020/2021 SB 1 Funding Project List

Recommendation: Adopt Resolution 19-2020 adopting a list of potential projects to be funded in full or in part by SB 1: The Road Repair and Accountability Act, ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.

6D. Inland Business Systems Copier Agreement

Recommendation: Adopt Resolution 20-2020 authorizing the City Manager to enter into a 60-month agreement with Inland Business Systems for Xerox Copier services not to exceed \$25,000.

6E. Contract Award for Kneeland Street Underground Drainage Improvements

Recommendation: Adopt Resolution 21- 2020 authorizing the City Manager to award a construction contract to Koslin Construction Incorporated in the amount of \$86,225 and authorize the City Manager to execute change orders up to \$8,623 for a not to exceed amount of \$94,848.

Councilmember Burruss requested to pull Item 6E from the Consent Calendar.

MOTION made by Councilmember Fatula and seconded by Mayor Pro Tem Lomen to pull Item 6E from the Consent Calendar and approve the remainder of the Consent Calendar and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

Councilmember Burruss clarified Kneeland Street Drainage Improvements were not a result of the Shadow Wood Development.

MOTION made by Councilmember Burruss and seconded by Mayor Pro Tem Lomen to approve Item 6E on the Consent Calendar and approved by the following roll call vote:

- AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula
- NOES:**
- ABSTAIN:**
- ABSENT:**

7 PUBLIC COMMENT

8 COUNCIL AND STAFF REPORTS

9 COUNCIL BUSINESS

9A Potential Traffic Control Measures – S. Foresthill St. Area

Recommendation: Approve a report outlining potential traffic control measures for an area of the City centered around S. Foresthill St.

MOTION made by Councilmember Fatula, seconded by Mayor Pro Tem Lomen and approved by the following roll call vote:

- AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula
- NOES:**
- ABSTAIN:**
- ABSENT:**

9B PG&E Community Resource Center Sublet Agreement

Recommendation: Discuss and consider adopting Resolution 22-2020 authorizing the City Manager to enter into a Public Safety Power Shutoff sublet agreement for 7 North Main Street.

MOTION made by Councilmember Burruss and seconded by Councilmember Fatula and approved by the following roll call vote:

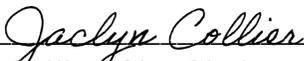
- AYES:** Mendoza, Lomen, Burruss, Douglass, Fatula
- NOES:**
- ABSTAIN:**
- ABSENT:**

10 GOOD OF THE ORDER

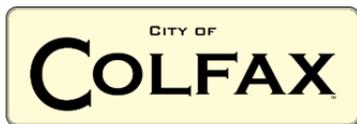
11 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 7:36PM.

Respectfully submitted to City Council this 27th day of May, 2020.



Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE MAY 27, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – April 2020

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 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 also as part of the proposed budget process each year.

The purpose of these reports is to provide status of funds and transparency for Council and the public of the financial transactions of the City.

The attached reports reflect an overview of the financial transactions of the City of Colfax in April 2020. Some monthly highlights are listed below:

- Quarterly interest on City Investment funds was received in April in the amount of \$32,939.
- Negative cash fund balances are due to timing of funding allocations and reimbursements:
 - Fund 357 – Culver Street Phase II, Fund 365 - Kneeland Street Improvements, and Fund 373 S. Auburn/Whitcomb Improvements – These new projects are the first of the General Fund budgeted street improvements for fiscal year 2019-2020. Funding will be transferred from General Fund or as appropriate per approved budget.
 - Fund 367 – SB2 Planning Grant – this is a reimbursable grant.
 - Fund 385 – Roundabout – Final expenditures and reimbursements/fund transfers pending final contract closeout requirements and processes.
 - Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board. First/second reimbursement requests were received in March and May. The next request will be submitted for the end of the fiscal year (June).

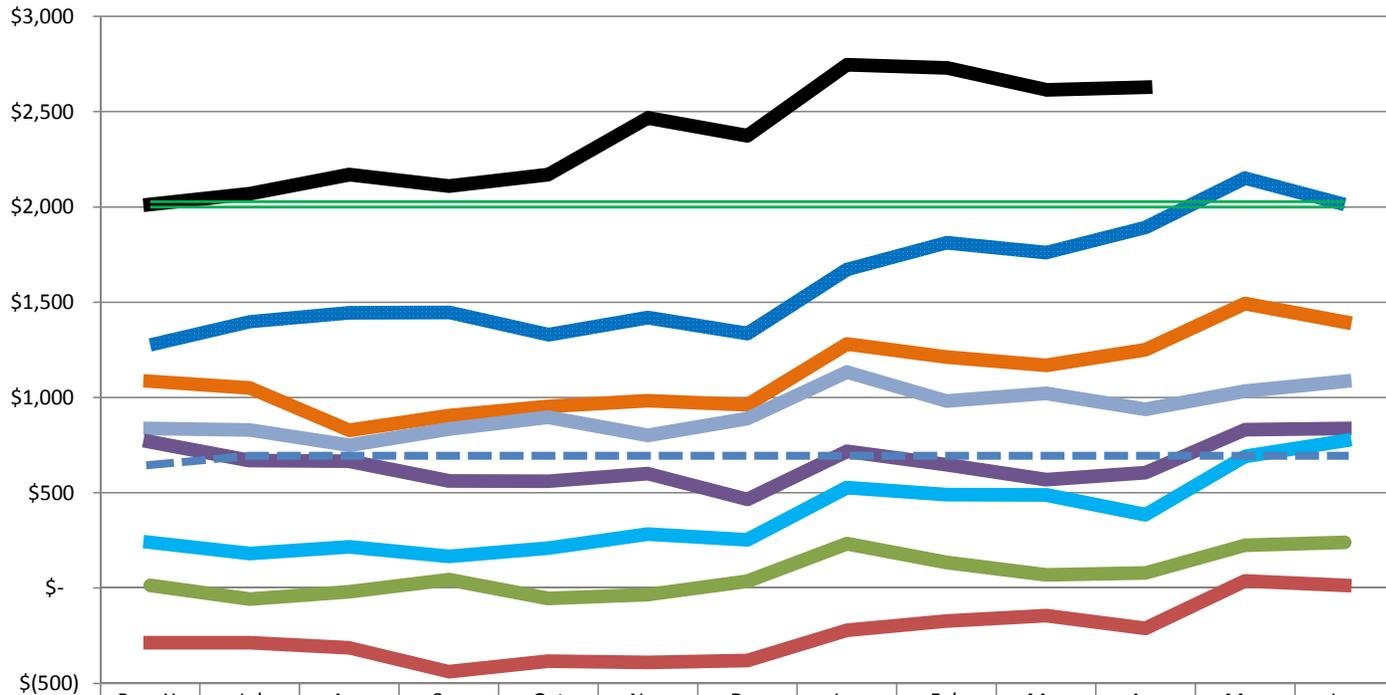
Attachments:

1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable
 - d. Daily Cash Summary Report (Cash Receipts)

Attachment 1a

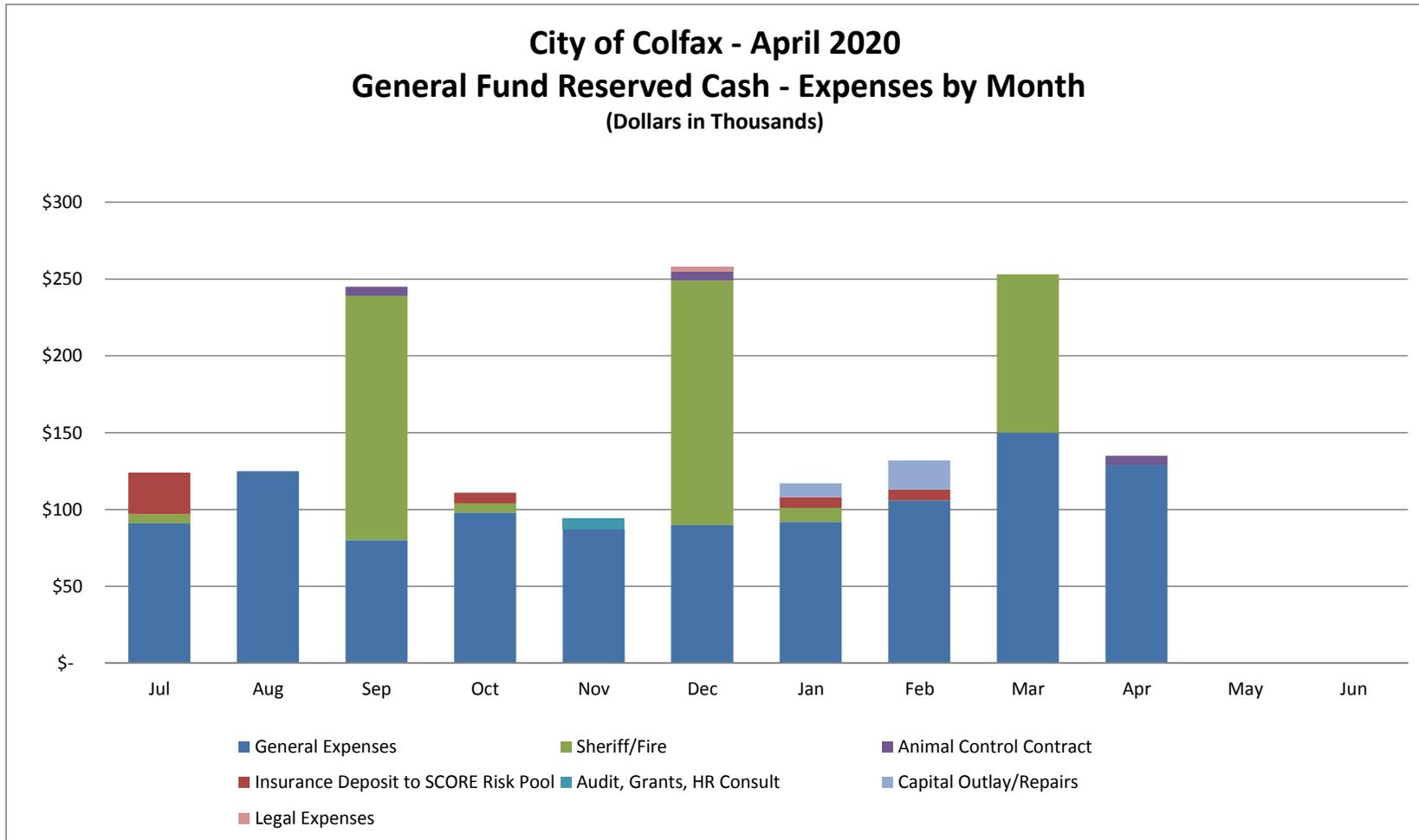
City of Colfax - April 2020
General Fund Reserved Cash Analysis
 (Dollars in Thousands)

Fiscal Year 2019-20 >>

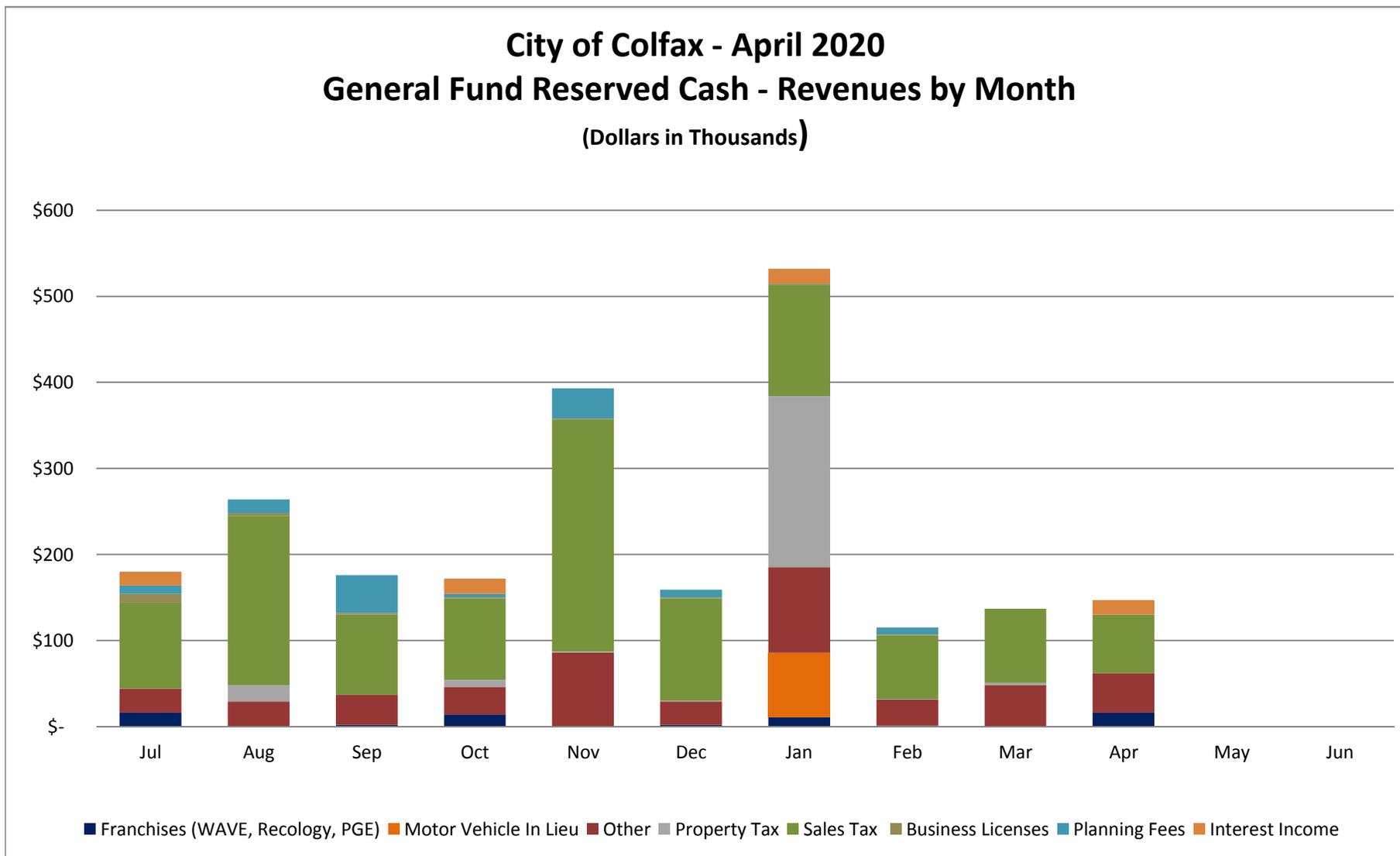


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627		
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
— Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
— Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
— Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	\$838
— Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	\$773
— Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	\$240
— Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	\$15
— *Reserves (Ops, Cap, Pen)	\$645	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695	\$695
— Budget FY2019-20	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013	\$2,013

Attachment 1b



Attachment 1c



Attachment 2a

**City of Colfax
Cash Summary
April 30, 2020**

	Balance 03/31/2020	Revenues In	Expenses Out	Transfers	Balance 04/30/2020
US Bank	\$ 254,591.26	\$ 355,846.10	\$ (341,836.12)	\$ -	\$ 268,601.24
LAIF	\$ 7,114,715.45	\$ -		\$ -	\$ 7,114,715.45
Total Cash - General Ledger	<u>\$ 7,369,306.71</u>	<u>\$ 355,846.10</u>	<u>\$ (341,836.12)</u>	<u>\$ -</u>	<u>\$ 7,383,316.69</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 7,369,606.71</u>	<u>\$ 355,846.10</u>	<u>\$ (341,836.12)</u>	<u>\$ -</u>	<u>\$ 7,383,616.69</u>

Change in Cash Account Balance - Total \$ 14,009.98

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (254,125.63)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 186,969.27
 - Payroll Checks and Tax Deposits \$ (76,318.02)
 - Utility Billings - Receipts \$ 120,550.26
 - Void Check - reissued \$ 3,995.00
 - LAIF - Quarterly Interest/Adj \$ 32,939.10
- \$ 14,009.98 \$ (0.00)

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

Reviewed by: Wes Heathcock
Wes Heathcock, City Manager

Attachment 2b

City of Colfax

Cash Transactions Report - April 2020

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,562,007.42	\$ 130,711.38	\$ (132,082.69)	\$ 2,560,636.11
Fund: 120 - Land Development Fees	\$ 97,822.08	\$ 3,238.48	\$ (2,446.55)	\$ 98,614.01
Fund: 570 - Garbage Fund	\$ (44,593.67)	\$ 13,009.35	\$ -	\$ (31,584.32)
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,615,235.83	\$ 146,959.21	\$ (134,529.24)	\$ 2,627,665.80
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ 9,916.33	\$ -	\$ -	\$ 9,916.33
Fund: 205 - Escrow Funds	\$ 101,632.14	\$ 0.83	\$ -	\$ 101,632.97
Fund: 571 - AB939 Landfill Diversion	\$ 26,917.26	\$ -	\$ -	\$ 26,917.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 776,865.92	\$ 20,305.92	\$ (5,185.58)	\$ 791,986.26
Fund Type: 1.14 - General Fund - Restricted	\$ 915,331.65	\$ 20,306.75	\$ (5,185.58)	\$ 930,452.82
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 405,018.67	\$ 1,870.43	\$ -	\$ 406,889.10
Fund: 211 - Mitigation Fees - Drainage	\$ 4,330.89	\$ 20.01	\$ -	\$ 4,350.90
Fund: 212 - Mitigation Fees - Trails	\$ 64,047.09	\$ 295.78	\$ -	\$ 64,342.87
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 106,956.27	\$ 493.94	\$ -	\$ 107,450.21
Fund: 214 - Mitigation Fees - City Bldgs	\$ 44,200.40	\$ 204.13	\$ -	\$ 44,404.53
Fund: 215 - Mitigation Fees - Vehicles	\$ 9,327.90	\$ 43.08	\$ -	\$ 9,370.98
Fund: 217 - Mitigation Fees - DT Parking	\$ 30,912.95	\$ 142.77	\$ -	\$ 31,055.72
Fund: 218 - Support Law Enforcement	\$ 16,981.65	\$ 8,018.35	\$ -	\$ 25,000.00
Fund: 244 - CDBG Program Inc - ME Lending	\$ 2,123.34	\$ 8.27	\$ -	\$ 2,131.61
Fund: 250 - Streets - Roads/Transportation	\$ (65,694.79)	\$ -	\$ (15,863.94)	\$ (81,558.73)
Fund: 253 - Gas Taxes/SB1 Road Maint	\$ 86,937.07	\$ 12,528.88	\$ (1,209.45)	\$ 98,256.50
Fund: 270 - Beverage Container Recycling	\$ 18,821.93	\$ 86.93	\$ -	\$ 18,908.86
Fund: 280 - Oil Recycling	\$ 3,711.22	\$ 17.14	\$ -	\$ 3,728.36
Fund: 292 - Fire Department Capital Funds	\$ 89,531.88	\$ 413.47	\$ -	\$ 89,945.35
Fund: 342 - Fire Construction - Mitigation	\$ 41,071.25	\$ 189.68	\$ -	\$ 41,260.93
Fund: 343 - Recreation Construction	\$ 41,071.78	\$ 189.68	\$ -	\$ 41,261.46
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 899,349.50	\$ 24,522.54	\$ (17,073.39)	\$ 906,798.65
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 357 - Culver Street Phase II	\$ (16,989.15)	\$ -	\$ (46.31)	\$ (17,035.46)
Fund: 365 - Kneeland Street Improv	\$ (8,373.02)	\$ -	\$ (38.67)	\$ (8,411.69)
Fund: 367 - SB2 - Planning Grant	\$ (7,440.21)	\$ -	\$ (1,058.79)	\$ (8,499.00)
Fund: 373 - S Auburn/Whitcomb Imp	\$ (5,993.81)	\$ -	\$ (18.46)	\$ (6,012.27)
Fund: 358 - CDBG Pavement - Culver	\$ -	\$ -	\$ (429.21)	\$ (429.21)
Fund: 385 - Roundabout	\$ (216,521.17)	\$ 29,882.00	\$ (19,767.97)	\$ (206,407.14)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (255,317.36)	\$ 29,882.00	\$ (21,359.41)	\$ (246,794.77)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,282,700.29	\$ 89,572.14	\$ (88,775.07)	\$ 1,283,497.36
Fund: 561 - Sewer Liftstations	\$ 322,129.82	\$ 11,318.34	\$ (15,513.68)	\$ 317,934.48
Fund: 563 - Wastewater Treatment Plant	\$ 550,023.78	\$ 32,977.44	\$ -	\$ 583,001.22
Fund: 564 - Sewer Connections	\$ 282,031.40	\$ -	\$ -	\$ 282,031.40
Fund: 567 - Inflow & Infiltration	\$ 531,230.52	\$ -	\$ -	\$ 531,230.52
Fund: 573 - WWTP Planning Grant	\$ (75,485.64)	\$ -	\$ (59,399.75)	\$ (134,885.39)
Fund: 574 - OES PSPS Grant	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,192,630.17	\$ 133,867.92	\$ (163,688.50)	\$ 3,162,809.59
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,076.92	\$ 307.68	\$ -	\$ 2,384.60
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 2,076.92	\$ 307.68	\$ -	\$ 2,384.60
Grand Totals:	\$ 7,369,306.71	\$ 355,846.10	\$ (341,836.12)	\$ 7,383,316.69

Check Register Report

Checks Processed April 2020

Date: 05/14/2020

Time: 10:34 am

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
55629	04/01/2020	Printed			01432	JOSHUA ALPINE	EVENT DEPOSIT REFUND	50.00
55630	04/01/2020	Reconciled		04/30/2020	01448	AMERIGAS - COLFAX	DEPOT PROPANE	635.56
55631	04/01/2020	Printed			2854	BROWN, SHER	EVENT DEPOSIT REFUND	100.00
55632	04/01/2020	Reconciled		04/30/2020	02901	BUREAU VERITAS NORTH AMERICA	MAIDU BLDG PLAN CHK	785.00
55633	04/01/2020	Reconciled		04/30/2020	03650	CRANMER ENGINEERING, INC.	INCLANDFILL MONITORING	292.00
55634	04/01/2020	Reconciled		04/30/2020	4589	DWYER, JACOB	WWTP SUPPLY REIMBURSEMENT	125.82
55635	04/01/2020	Reconciled		04/30/2020	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	194.25
55636	04/01/2020	Reconciled		04/30/2020	7560	GRAHAM, ADRIENNE	WWTP IMPROVEMENT PLANS	7,259.75
55637	04/01/2020	Reconciled		04/30/2020	07570	GRAINGER	WWTP SUPPLIES	154.11
55638	04/01/2020	Reconciled		04/30/2020	07570	GRAINGER	WWTP SUPPLIES	3.52
55639	04/01/2020	Reconciled		04/30/2020	08050	HACH COMPANY	WWTP LAB SUPPLIES	447.84
55640	04/01/2020	Reconciled		04/30/2020	08086	HBE RENTALS	SHOP PROPANE	25.56
55641	04/01/2020	Reconciled		04/30/2020	08159	HILL BROTHERS CHEMICAL CO	WWTP CHEMICALS	6,952.38
55642	04/01/2020	Reconciled		04/30/2020	08170	HILLS FLAT LUMBER CO	STMT 3/25/20	438.07
55643	04/01/2020	Reconciled		04/30/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	401.21
55644	04/01/2020	Reconciled		04/30/2020	09455	INLAND BUSINESS SYSTEMS	COPY MACH OVERAGES Q3 19/20	330.72
55645	04/01/2020	Reconciled		04/30/2020	12180	LAWRENCE & ASSOCIATES INC	CANDFILL MONITORING FEB 2020	201.25
55646	04/01/2020	Reconciled		04/30/2020	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER - C0036-00001	1,222.50
55647	04/01/2020	Reconciled		04/30/2020	19390	MAR-VAL'S SIERRA MARKET	WATER	9.57
55648	04/01/2020	Reconciled		04/30/2020	14356	NORTHERN CALIFORNIA GLOVE	WWTP GLOVES	117.98
55649	04/01/2020	Reconciled		04/30/2020	14356	NORTHERN CALIFORNIA GLOVE	SHOP TOWELS	80.44
55650	04/01/2020	Reconciled		04/30/2020	14356	NORTHERN CALIFORNIA GLOVE	PW TOWELS	98.99
55651	04/01/2020	Reconciled		04/30/2020	14356	NORTHERN CALIFORNIA GLOVE	PW RAIN GEAR	68.69
55652	04/01/2020	Reconciled		04/30/2020	16300	PCWA -PLACER COUNTY	CITY WATER	891.53
55653	04/01/2020	Reconciled		04/30/2020	03580	PLACER COUNTY HHS	Q3 19/20 ANIMAL & FIELD SVCS	5,601.67
55654	04/01/2020	Reconciled		04/30/2020	16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE RPR	118.95
55655	04/01/2020	Reconciled		04/30/2020	16821	PSOMAS	ROUNDAABOUT CONST MAN FEB	6,156.50
55656	04/01/2020	Reconciled		04/30/2020	18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS FEB 2020	3,996.00
55657	04/01/2020	Reconciled		04/30/2020	19037	SAFE SIDE SECURITY	CORP YARD SECURITY RPR	285.00
55658	04/01/2020	Reconciled		04/30/2020	19396	SIERRA SAFETY COMPANY	REPLACEMENT STOP SIGN	81.51
55659	04/01/2020	Reconciled		04/30/2020	20054	TARGET SPECIALTY PRODUCTS	CITY LAWN CARE SUPPLIES	446.06
55660	04/01/2020	Reconciled		04/30/2020	20092	THUMBLER	REBRANDING	518.50
55661	04/01/2020	Reconciled		04/30/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
55662	04/01/2020	Reconciled		04/30/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	295.76
55663	04/01/2020	Reconciled		04/30/2020	23451	WOOD RODGERS	WWTP IMPROVEMENT PLANNING	25,282.30
55664	04/06/2020	Reconciled		04/30/2020	03141	CALPERS	HEALTH PREMIUMS APR 2020	6,252.05
55665	04/10/2020	Reconciled		04/30/2020	01448	AMERIGAS - COLFAX	SHERIFF STATION PROPANE	391.54
55666	04/10/2020	Reconciled		04/30/2020	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	590.46
55667	04/10/2020	Reconciled		04/30/2020	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	132.19
55668	04/10/2020	Reconciled		04/30/2020	01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS MAR 2020	585.46
55669	04/10/2020	Reconciled		04/30/2020	01785	AUBURN JOURNAL, INC.	ANNUAL SUBSCRIPTION	78.00
55670	04/10/2020	Reconciled		04/30/2020	03121	CALIFORNIA BUILDING	Q1 2020 GREEN FEES LESS RET	157.50
55671	04/10/2020	Reconciled		04/30/2020	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS MAR2020	2,110.00
55672	04/10/2020	Reconciled		04/30/2020	04250	DEPARTMENT OF CONSERVATION	Q1 2020 STRONG MOTION FEES	472.67
55673	04/10/2020	Reconciled		04/30/2020	04260	DEPARTMENT OF WATER RESOURCES	WWTP DAM STORAGE FEES	17,834.00
55674	04/10/2020	Printed			04532	DIVISION OF STATE ARCHITECTURE	Q1 2020 SB1186 FEES COLLECTED	9.60
55675	04/10/2020	Reconciled		04/30/2020	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,103.19

Check Register Report

Checks Processed April 2020

Date: 05/14/2020

Time: 10:34 am

CITY OF COLFAX

BANK: US BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
55676	04/10/2020	Reconciled		04/30/2020	7798	G&T TRUCK REPAIR	FIRE DEPT TRUCK RPR	8,845.11
55677	04/10/2020	Reconciled		04/30/2020	07460	GOLD COUNTRY MEDIA	VEGETATION ORD PUBLIC NOTICE	224.61
55678	04/10/2020	Reconciled		04/30/2020	07465	GOLD MINER PEST CONTROL	FIRE DEPT PEST CONTROL	74.00
55679	04/10/2020	Printed			7560	GRAHAM, ADRIENNE	WWTP IMP ENVIRON REVIEW	4,996.50
55680	04/10/2020	Reconciled		04/30/2020	07570	GRAINGER	WWTP SUPPLIES	107.18
55681	04/10/2020	Reconciled		04/30/2020	08050	HACH COMPANY	WWTP LAB SUPPLIES	397.82
55682	04/10/2020	Reconciled		04/30/2020	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	110.36
55683	04/10/2020	Reconciled		04/30/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	433.50
55684	04/10/2020	Reconciled		04/30/2020	11105	KOFF & ASSOCIATES	HR SVCS MAR 2020	262.50
55685	04/10/2020	Reconciled		04/30/2020	12558	LONG, HOWARD	PURCHASE OF PW SAWS	400.00
55686	04/10/2020	Reconciled		04/30/2020	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS MAR 2020	8,669.23
55687	04/10/2020	Reconciled		04/30/2020	16035	PG&E	STMT 3/30/20	14,897.42
55688	04/10/2020	Printed			16161	PLACER COUNTY EXECUTIVE OFFICE	Q1 2020 CAP FACILITY FEES	26,459.06
55689	04/10/2020	Printed			16820	PSI	UTILITY BILLING CARDS	367.69
55690	04/10/2020	Printed			16820	PSI	PAYROLL CHECKS	177.00
55691	04/10/2020	Printed			16820	PSI	A/P CHECKS	258.68
55692	04/10/2020	Reconciled		04/30/2020	18400	RIEBES AUTO PARTS	STMT 3/31/20	103.97
55693	04/10/2020	Reconciled		04/30/2020	19193	SECURE RECORD MANAGEMENT	SHREDDING SVCS Q1 2020	45.00
55694	04/10/2020	Reconciled		04/30/2020	01790	SIERRA OFFICE PRODUCTS	STMT 4/1/20	157.94
55695	04/10/2020	Reconciled		04/30/2020	19474	SIMPSON & SIMPSON	SCHOLTZ AVE RPR	2,980.00
55696	04/10/2020	Reconciled		04/30/2020	14989	SMARTCOVER SYSTEMS	FLOW SENSOR WWTP	11,520.00
55697	04/10/2020	Reconciled		04/30/2020	19319	SOLACE GRAPHICS	COUNCIL REBRANDING SIGNAGE	200.00
55698	04/10/2020	Reconciled		04/30/2020	19743	WILL STOCKWIN	APR 2020 COLFAX CONN EDITING	300.00
55699	04/10/2020	Reconciled		04/30/2020	19791	SUTTER MEDICAL FOUNDATION	PYSICALS/EXAMS/VACCINES	416.00
55700	04/10/2020	Reconciled		04/30/2020	21560	US BANK CORPORATE PMT SYSTEM	STMT 3/23/20	1,737.31
55701	04/10/2020	Reconciled		04/30/2020	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS MAR 2020	4,050.00
55702	04/10/2020	Reconciled		04/30/2020	22134	VISION QUEST	TECH SUPPORT MAY 2020	1,706.00
55703	04/10/2020	Reconciled		04/30/2020	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.39
55704	04/10/2020	Reconciled		04/30/2020	2087	BASIC PACIFIC	FSA PLAN FEE	10.00
55705	04/30/2020	Reconciled		04/30/2020	2087	BASIC PACIFIC	FSA PLAN FEE APR 2020	45.00
55706	04/24/2020	Printed			1161	49ER WATER SERVICES	FEB 2020 WWTP TESTING	1,248.00
55707	04/24/2020	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG OTC GRANT ASSISTANCE	850.00
55708	04/24/2020	Reconciled		04/30/2020	01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	169.79
55709	04/24/2020	Reconciled		04/30/2020	01448	AMERIGAS - COLFAX	DEPOT PROPANE	312.89
55710	04/24/2020	Reconciled		04/30/2020	01766	AT&T MOBILITY	STMT 3/31/20	835.36
55711	04/24/2020	Printed			2084	BATCHELDER GROUP	LABOR NEGOTIATOR FEE	1,650.00
55712	04/24/2020	Reconciled		04/30/2020	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS MAR 2020	4,930.00
55713	04/24/2020	Printed			3158	CARROT-TOP INDUSTRIES, INC.	CITY FLAGS	414.87
55714	04/24/2020	Reconciled		04/30/2020	03401	CHOICE BUILDER	DENTAL PREMIUMS MAY 2020	700.15
55715	04/24/2020	Reconciled		04/30/2020	03558	COLFAX SMOG & AUTO REPAIR	PW VEHICLE SMOG CHK	103.50
55716	04/24/2020	Printed			04592	DACOMM	WWTP INTERNET	99.95
55717	04/24/2020	Printed			04234	DE LAGE LANDEN FINANCIAL	APR 2020 COPY MACH MAINT	468.34
55718	04/24/2020	Reconciled		04/30/2020	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	197.27
55719	04/24/2020	Reconciled		04/30/2020	14859	GHD INC.	ROUNDABOUT ENG SVCS FEB 2020	6,171.10
55720	04/24/2020	Reconciled		04/30/2020	07460	GOLD COUNTRY MEDIA	CDBG OTC PUBLIC NOTICE	429.21
55721	04/24/2020	Reconciled		04/30/2020	07570	GRAINGER	WWTP SUPPLIES	63.05
55722	04/24/2020	Reconciled		04/30/2020	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	105.12
55723	04/24/2020	Reconciled		04/30/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	240.13
55724	04/24/2020	Reconciled		04/30/2020	9585	I.S. TOURS	2020 CAP TO CAP MEETING	3,795.00
55725	04/24/2020	Printed			12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER CO036-00001	542.50

Check Register Report

Checks Processed April 2020

Date: 05/14/2020

Time: 10:34 am

Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
55726	04/24/2020	Reconciled		04/30/2020	13274	MIRACLE PLAYSYSTEMS, INC	LYONS PARK RPR PARTS	194.88
55727	04/24/2020	Reconciled		04/30/2020	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	264.54
55728	04/24/2020	Printed			14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	42.93
55729	04/24/2020	Reconciled		04/30/2020	16300	PCWA -PLACER COUNTY	CITY WATER	1,020.22
55730	04/24/2020	Reconciled		04/30/2020	16102	PEAK & ASSOCIATES, INC.	ROUNDAABOUT REPORTING	6,488.00
55731	04/24/2020	Printed			16165	PLACER COUNTY ENVIRONMENTAL	Q1 2020 LANDFILL TESTING	1,880.00
55732	04/24/2020	Reconciled		04/30/2020	16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE RPR	20.00
55733	04/24/2020	Printed			16040	PURCHASE POWER	POSTAGE REFILLS	503.50
55734	04/24/2020	Printed			19037	SAFE SIDE SECURITY	CORP YARD SECURITY	95.00
55735	04/24/2020	Printed			19070	SCORE - SMALL CITIES ORGANIZED	Q4 2020 WORKERS COMP PREMIUMS	15,915.16
55736	04/24/2020	Printed			19791	SUTTER MEDICAL FOUNDATION	FIRE DEPT EXAMS	180.00
55737	04/24/2020	Reconciled		04/30/2020	20092	THUMBLER	PUBLIC RELATIONS CONSULTING	518.50
55738	04/24/2020	Reconciled		04/30/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	218.94
55739	04/24/2020	Reconciled		04/30/2020	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	36.86
55740	04/24/2020	Reconciled		04/30/2020	23169	WAVE BUSINESS SOLUTIONS	CORP YARD PHONE	54.90
55741	04/24/2020	Reconciled		04/30/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
55742	04/24/2020	Reconciled		04/30/2020	23218	WENDEL ROSEN	LEGAL SVCS MAR 2020	4,597.00
55743	04/24/2020	Reconciled		04/30/2020	23301	WESTERN PLACER WASTE	MAR 2020 SLUDGE REMOVAL	428.40
55744	04/24/2020	Reconciled		04/30/2020	23450	WINNER CHEVROLET, INC.	WWTP TRUCK MAINT	85.15
55745	04/24/2020	Reconciled		04/30/2020	23451	WOOD RODGERS	WWTP IMPROVEMENT PLANS	10,287.20
55746	04/24/2020	Reconciled		04/30/2020	23451	WOOD RODGERS	WWTP ANNUAL DAM SURVEY	292.50

Total Checks: 118

Checks Total (excluding void checks): 254,125.63

Total Payments: 118

Bank Total (excluding void checks): 254,125.63

Total Payments: 118

Grand Total (excluding void checks): 254,125.63

Attachment 2d

DAILY CASH SUMMARY REPORT

Cash Receipts - April 2020
04/01/2020 - 04/30/2020

Page: 1
5/14/2020
10:40 am

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
04/06/2020	Daily Totals	1,610.81	0.00	1,610.81
04/07/2020	Daily Totals	181.75	0.00	181.75
04/10/2020	Daily Totals	1,528.95	0.00	1,528.95
04/14/2020	Daily Totals	610.25	0.00	610.25
04/15/2020	Daily Totals	15,646.74	217.45	15,429.29
04/16/2020	Daily Totals	209.42	0.00	209.42
04/20/2020	Daily Totals	2,204.07	0.00	2,204.07
04/23/2020	Daily Totals	113.90	0.00	113.90
04/24/2020	Daily Totals	68,211.67	0.00	68,211.67
04/28/2020	Daily Totals	9,671.00	0.00	9,671.00
04/30/2020	Daily Totals	198.00	0.00	198.00
Fund: 100 - General Fund		TOTALS:	100,186.56	217.45
			99,969.11	
Fund: 120 - Land Development Fees				
04/16/2020	Daily Totals	3,238.48	0.00	3,238.48
Fund: 120 - Land Development Fees		TOTALS:	3,238.48	0.00
			3,238.48	
Fund: 205 - Escrow Account - Developers				
04/30/2020	Daily Totals	0.83	0.00	0.83
Fund: 205 - Escrow Account - Developers		TOTALS:	0.83	0.00
			0.83	
Fund: 218 - Support Law Enforcement				
04/20/2020	Daily Totals	8,018.35	0.00	8,018.35
Fund: 218 - Support Law Enforcement		TOTALS:	8,018.35	0.00
			8,018.35	
Fund: 253 - Gas Taxes				
04/01/2020	Daily Totals	5,023.64	0.00	5,023.64
04/22/2020	Daily Totals	3,573.71	0.00	3,573.71
04/30/2020	Daily Totals	3,549.34	0.00	3,549.34
Fund: 253 - Gas Taxes		TOTALS:	12,146.69	0.00
			12,146.69	

Attachment 2d

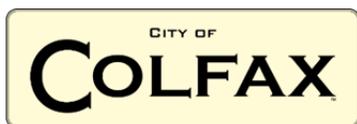
DAILY CASH SUMMARY REPORT

Cash Receipts - April 2020
04/01/2020 - 04/30/2020

Page: 2
5/14/2020
10:40 am

City of Colfax

		Debit	Credit	Net Chng
Fund: 385 - CP - Roundabout Project				
04/06/2020	Daily Totals	29,882.00	0.00	29,882.00
Fund: 385 - CP - Roundabout Project		TOTALS:	29,882.00	0.00
Fund: 560 - Sewer				
04/03/2020	Daily Totals	250.00	0.00	250.00
04/21/2020	Daily Totals	148.54	0.00	148.54
Fund: 560 - Sewer		TOTALS:	398.54	0.00
Fund: 570 - Garbage Fund				
04/21/2020	Daily Totals	13,009.35	0.00	13,009.35
Fund: 570 - Garbage Fund		TOTALS:	13,009.35	0.00
Fund: 572 - Landfill Post Closure Mainten				
04/21/2020	Daily Totals	20,305.92	0.00	20,305.92
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	20,305.92	0.00
GRAND TOTALS:		187,186.72	217.45	186,969.27



Staff Report to City Council

FOR THE MAY 27, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Investment Report – Quarter ended 03/31/2020

Budget Impact Overview:

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

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

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

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

The City's investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City's allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months financial obligations. The budget for fiscal year 2019-2020 reflects nearly \$4.2M in annual operating expenditures; therefore, our target for liquid short term securities would be \$2.1M.

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

- The investments held at March 31, 2020 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of 1.83% for the quarter ended March 31, 2020.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period April 1, 2020 through September 30, 2020.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. With several years of solid funding levels, the City staff has reviewed additional investment opportunities. We have seriously considered the process of opening an account for some short term Certificates of Deposit (CD) investments. In recent months, the rates for CD's have dropped creating a narrow gap between the two investment options. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

Attachments:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 03/31/2020)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

Attachment 1

City of Colfax

Analysis of Treasury Investment Pool

Quarterly Analysis - FY2019-2020

Report Date: 03/31/2020

Quarter Ended 03/31/2020

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 7,114,715	98%	1.89%
Corporate Checking	US Bank	N/A	\$ 158,731	2%	0.18%
Total Investment Pool			\$ 7,273,447	100%	1.83%

Quarter Ended 12/31/2019

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 5,658,904	93%	2.11%
Corporate Checking	US Bank	N/A	\$ 445,542	7%	0.20%
Total Investment Pool			\$ 6,104,446	100%	1.96%

Quarter Ended 09/30/2019

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 5,596,820	95%	2.34%
Corporate Checking	US Bank	N/A	\$ 298,304	5%	0.19%
Total Investment Pool			\$ 5,895,125	100%	2.24%



PMIA/LAIF Performance Report as of 04/15/20



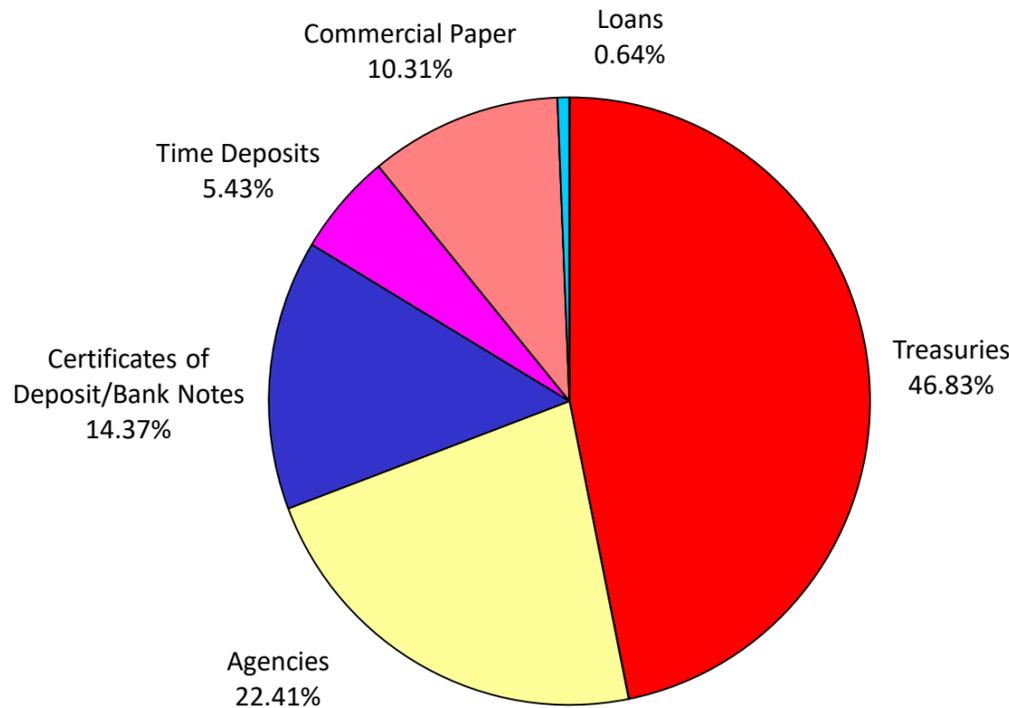
PMIA Average Monthly Effective Yields⁽¹⁾

Mar	1.787
Feb	1.912
Jan	1.967

LAIF Quarterly Performance Quarter Ended 03/31/20

Apportionment Rate ⁽²⁾ :	2.03
Earnings Ratio ⁽²⁾ :	0.00005535460693046
Fair Value Factor ⁽¹⁾ :	1.007481015
Daily ⁽¹⁾ :	1.73%
Quarter to Date ⁽¹⁾ :	1.89%
Average Life ⁽¹⁾ :	208

Pooled Money Investment Account Portfolio Composition ⁽¹⁾ 03/31/20 \$98.1billion



Percentages may not total 100% due to rounding

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

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

Attachment 3



California State Treasurer
Fiona Ma, CPA



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[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

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

Attachment 4**City of Colfax
City Council**

Resolution № 29-2014

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

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

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

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

Whereas, the Council has reviewed the attached policies,

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

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

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



Tony Hesch, Mayor

ATTEST:



Lorraine Cassidy, City Clerk

Attachment 4

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

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

SCOPE AND AUTHORITY

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

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

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

INVESTMENT OBJECTIVES

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

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

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

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

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

Attachment 4

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

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

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

INVESTMENT STRATEGY

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

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

ALLOWABLE INVESTMENT INSTRUMENTS

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

REPORTING REQUIRMENTS

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

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

Attachment 4

- 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.

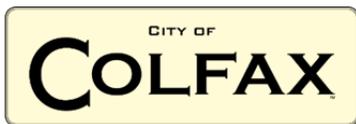
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- 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 MAY 27, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Annual Review of Administrative Policies and Procedures

Budget Impact Overview:

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

RECOMMENDED ACTION: Accept and File.

Summary/Background

The City Administrative policies and procedures for 1) Financial Policies, and 2) Investment Policy were both adopted by Resolution No. 29-2014 in October of 2014 and stipulate that the policies will be reviewed annually as part of the budget process. The Financial Policies were revised in June 2019 – Resolution No. 18-2019.

Staff has completed an annual review of the policies and has no recommendations for revision.

Attachments:

1. Financial Policies – Revision Date June 12, 2019 (Resolution 18-2019)
2. Investment Policy - Revision Date October 8, 2014 (Resolution 29-2014)

Attachment 1

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Financial Policies
 Effective Date: June 12, 2019
 Resolution: Resolution №. 18-2019

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

Attachment 1**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 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 budget will be presented to City Council for review and adoption with total projected expenditures not exceeding total estimated revenues.
 - a. The budget will be developed in a way that facilitates public study 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 clearly stated assumptions. Estimations should be conservative but reasonable.
 - d. The City budget must comply with the annual determination of the City's appropriations limit calculated in accordance with Article XIII B 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 use of accumulated fund balances in prior years for inclusion in the budget.
 - g. A multi-year capital improvement plan should be developed so that project priorities and debt capacity can be analyzed.
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 compare annual budget projections with actual results.

Attachment 1**B. Revenues**

1. The City will strive to maintain a diversified and stable revenue base to minimize the impact of economic fluctuation.
 - a. Revenue forecasts shall be realistically estimated and based on the best 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.
 - 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. 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 forecast 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 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 ongoing 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.

Attachment 1

- 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 level 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 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 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.

Attachment 1**F. 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 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 Revenue Reserve – The City target is to maintain a fund balance reserve of 17% of annual operating expenditures for the fiscal year. This target will:
 - i. Provide approximately two (2) months of operating expenses which is the same as the bi-monthly billing cycle.
 - c. General or Sewer Fund revenues remaining at the end of the City’s fiscal year, unless encumbered, will be allocated to the revenue reserves.
 - i. Additional reserve funds may be established by the City Council based on recommendation of the City Manager such as:

Attachment 1

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.

Attachment 2**CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES**

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

SCOPE AND AUTHORITY

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

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

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

INVESTMENT OBJECTIVES

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

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

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

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

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

Attachment 2

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

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

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

INVESTMENT STRATEGY

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

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

ALLOWABLE INVESTMENT INSTRUMENTS

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

REPORTING REQUIRMENTS

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

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

Attachment 2

- 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.

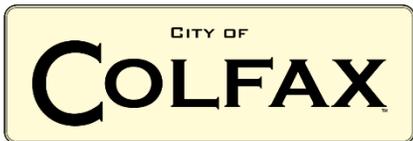
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- 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 MAY 27, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Feagans, City Planner
Subject: LEAP Grant Application

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s): 359
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the following:

SECTION 1. The City Manager is hereby authorized to apply for and submit to the department the application package;

SECTION 2. In connection with the LEAP grant, if the application is approved by the department, the City Manager of the City of Colfax is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of **\$65,000**, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

SECTION 4. The City Manager is authorized to execute the City of Colfax leap grant application, the LEAP documents, and any amendments thereto on behalf of the City of Colfax as required by department upon receipt of the LEAP grant.

Summary/Background

HCD is currently accepting applications for the Local Early Action Planning (LEAP) Grants Program. The LEAP Grants Program set aside approximately \$119 million dollars to provide funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the 6th cycle of the regional housing need assessment. HCD has determined maximum award amounts for large, medium, and small localities, based on population. Based on population size, the City of Colfax qualifies for a \$65,000 grant award. It should be noted that this is a non-competitive, over the counter, grant opportunity that does not require a local match to receive the funds. Final grant applications due date is July 1, 2020.

Planning staff is recommending using the LEAP grant funds to supplement the funds received through the SB2 grant (\$160,000). These SB2 monies were to supplement the \$207,087 contract with PlaceWorks for updating the General Plan and Housing Element. The LEAP funding will cover the remaining Placeworks contract value.

On November 21, 2019, the Sacramento Area Council of Governments (SACOG) adopted the Regional Housing Needs Allocation (RHNA) for the 6th Cycle mandating the City of Colfax provide sufficient zoned land for 97 residential units, consisting of 48 above moderate, 21 moderate, 11 low, and 17 very low income units for the 6th Cycle. The 6th Cycle (2021-2029) Housing Element Update must be adopted by August 31, 2021.

Fiscal Impacts

The City of Colfax entered into a contract with Placeworks for planning related services. The following table provides a breakdown of the funding and contract value.

Description	Cost/Funding
Placeworks Contract	(\$207,087)
SB (2) Grant Funding	\$160,000
LEAP Grant Funding	\$65,000
Total	\$17,913

The additional value, \$17,913, above the consultant contract will provide an opportunity for internal staff costs reimbursement from the grant funding.

Attachments

1. Resolution __-2020

City of Colfax

City Council

Resolution № __-2020

AUTHORIZING THE FOLLOWING:

SECTION 1. THE CITY COUNCIL OF THE CITY OF COLFAX HEREBY AUTHORIZES AND DIRECTS THE CITY MANAGER TO APPLY FOR AND SUBMIT TO THE DEPARTMENT THE APPLICATION PACKAGE;

SECTION 2. IN CONNECTION WITH THE LEAP GRANT, IF THE APPLICATION IS APPROVED BY THE DEPARTMENT, THE CITY MANAGER OF THE CITY OF COLFAX IS AUTHORIZED TO SUBMIT THE APPLICATION, ENTER INTO, EXECUTE, AND DELIVER ON BEHALF OF THE APPLICANT, A STATE OF CALIFORNIA AGREEMENT (STANDARD AGREEMENT) FOR THE AMOUNT OF \$65,000, AND ANY AND ALL OTHER DOCUMENTS REQUIRED OR DEEMED NECESSARY OR APPROPRIATE TO EVIDENCE AND SECURE THE LEAP GRANT, THE APPLICANT'S OBLIGATIONS RELATED THERETO, AND ALL AMENDMENTS THERETO; AND

SECTION 3. THE CITY SHALL BE SUBJECT TO THE TERMS AND CONDITIONS AS SPECIFIED IN THE NOFA, AND THE STANDARD AGREEMENT PROVIDED BY THE DEPARTMENT AFTER APPROVAL. THE APPLICATION AND ANY AND ALL ACCOMPANYING DOCUMENTS ARE INCORPORATED IN FULL AS PART OF THE STANDARD AGREEMENT. ANY AND ALL ACTIVITIES FUNDED, INFORMATION PROVIDED, AND TIMELINES REPRESENTED IN THE APPLICATION WILL BE ENFORCEABLE THROUGH THE FULLY EXECUTED STANDARD AGREEMENT. PURSUANT TO THE NOFA AND IN CONJUNCTION WITH THE TERMS OF THE STANDARD AGREEMENT, THE APPLICANT HEREBY AGREES TO USE THE FUNDS FOR ELIGIBLE USES AND ALLOWABLE EXPENDITURES IN THE MANNER PRESENTED AND SPECIFICALLY IDENTIFIED IN THE APPROVED APPLICATION.

SECTION 4. THE CITY MANAGER IS AUTHORIZED TO EXECUTE THE CITY OF COLFAX LEAP GRANT APPLICATION, THE LEAP DOCUMENTS, AND ANY AMENDMENTS THERETO ON BEHALF OF THE CITY OF COLFAX AS REQUIRED BY DEPARTMENT UPON RECEIPT OF THE LEAP GRANT.

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Colfax desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

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

SECTION 1. The City Manager is hereby authorized to apply for and submit to the department the application package;

SECTION 2. In connection with the LEAP grant, if the application is approved by the department, the City Manager of the City of Colfax is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of **\$65,000**, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

SECTION 4. The City Manager is authorized to execute the City of Colfax leap grant application, the LEAP documents, and any amendments thereto on behalf of the City of Colfax as required by department upon receipt of the LEAP grant.

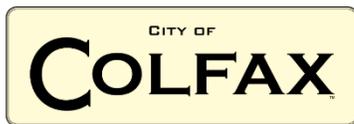
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th of May, 2020 by the following vote of the Council:

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

ATTEST:

Jaclyn Collier, City Clerk

Marnie Mendoza, Mayor



Staff Report to City Council

FOR THE MAY 27, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: Contract Award for Culver Street Rehabilitation Project – Phase 2

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$212,346.29	Fund(s): 357
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to award a construction contract to Doug Veerkamp General Engineering in the amount of \$193,042.08 and authorize the City Manager to execute 10% change order in a total amount not to exceed \$212,346.29 for the Culver Street Rehabilitation Project – Phase 2.

Summary/Background

On April 8, 2020 the City Council adopted resolution 12-2020 accepting the design and specifications and authorizing the City Manager to solicit bids for the construction of the Culver Street Rehabilitation Project – Phase 2. The Request for Bids was released April 21, 2020 and advertised through the Auburn Journal, the City’s website, and CIPList.com website. Bid responses were due May 19, 2020. The City received six bids for the construction of the project. Staff reviewed the bids and determined that the bidders were responsible and submitted responsive bids. The City received the following bids, with Doug Verkamp General Engineering determined to be the lowest responsible and responsive bidder in the amount of \$193,042.08.

Bidder Name	Bid Amount
Doug Veercamp General Engineering	\$193,042.08
Simpson & Simpson Inc.	\$193,375.64
Central Valley Engineering & Asphalt, Inc.	\$217,626.25
B&M Builders	\$258,797.75
S.T. Rhoades Construction Inc.	\$264,244.00
Lorang Brothers Construction Inc.	\$288,311.00
Engineers Construction Estimate	\$191,000

Fiscal Impact

City streets/road funds including Road Maintenance funding (CIP 357) expense categories are outlined in the chart below.

Description	Budget
Engineering/Design	\$30,272
Construction	\$193,042.08
Contingency (10%)	\$19,304.21
Construction Management and Inspection	\$22,580
Total Project Costs	\$265,198.29

Staff is recommending Council authorize the City Manager to award a construction contract to Doug Veerkamp General Engineering based on their cost proposal and authorize the City Manager to execute change orders up to the total budgeted amount for the project.

Attachments:

1. Resolution __-2020
2. Contract

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT TO DOUG VEERKAMP GENERAL ENGINEERING, INC. IN THE AMOUNT OF \$193,042.08 AND AUTHORIZE THE CITY MANAGER TO EXECUTE 10% CHANGE ORDER IN A TOTAL AMOUNT NOT TO EXCEED \$212,346.29 FOR THE CULVER STREET REHABILITATION PROJECT – PHASE 2.

WHEREAS, The City released bidding on April 21, 2020 was advertised through the Auburn Journal, the City’s website, and CIPList.com website; and,

WHEREAS, on May 19, 2020 the City received five bids where Doug Veerkamp General Engineering, Inc. was determined to be the lowest responsible and responsive bidder in the amount of \$193,042.08; and,

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

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizing the City Manager to award a construction contract to Doug Veerkamp General Engineering Inc. in the amount of \$193,042.08 and authorize the City Manager to execute 10% change order in a total amount not to exceed \$212,346.29 for the Culver Street Rehabilitation Project – Phase 2.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th of May 2020 by the following vote of the Council:

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

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this 27th day of May, 2020 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and Doug Veerkamp General 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.

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

Attachment 2

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.

Attachment 2

- 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.

Attachment 2

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.

Attachment 2

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.

Attachment 2

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

Attachment 2

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

Attachment 2

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

Attachment 2

If to Contractor:

Doug Veerkamp General Engineering Inc.
2585 Cold Springs Road
Placerville, CA 95667

Section 23. Execution.

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

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

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

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

CITY

CONTRACTOR

Signature_____

Signature_____

Printed Name Wes Heathcock

Printed Name_____

Title City Manager

Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney

Exhibit A**DO NOT DETACH****PROPOSAL****For: Construction of Culver Street – Phase 2 Pavement Rehabilitation Project**

For the City of Colfax, Placer County, California.

TO THE HONORABLE CITY COUNCIL
OF THE CITY OF COLFAX

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

Contractor's Bid Proposal
Culver Street – Phase 2 Pavement Rehabilitation Project

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	CONSTRUCTION AREA SIGNS	LS	1	\$ 2980.04	\$ 2980.04
2	TRAFFIC CONTROL SYSTEM	LS	1	\$ 14,394.03	\$ 14,394.03
3	ADJUST FRAME AND COVER TO GRADE	EA	2	\$ 912.78	\$ 1,825.56
4	ADJUST VALVE BOX FRAME AND COVER TO GRADE	EA	3	\$ 837.59	\$ 2,512.77
5	ROADWAY EXCAVATION	CY	323	\$ 77.11	\$ 24,906.53
6	HOT MIX ASPHALT (TYPE A)	TON	654	\$ 144.45	\$ 94,470.30
7	OBLITERATE SURFACING	SY	1660	\$ 584	\$ 9,694.40
8	PLACE ASPHALT CONCRETE DIKE, TYPE E (Placer County Std. 122)	LF	282	14.05	3,962.10
9	GEOSYNTHETIC PAVEMENT INTERLAYER (PAVING FABRIC)	SY	1660	\$ 6.54	\$ 10,856.40
10	STRUCTURAL CONCRETE, DRAINAGE INLET [F]	(F) CY	2.5	\$ 1,951.40	\$ 4,878.50
11	18" REINFORCED CONCRETE PIPE	LF	55	\$ 206.17	\$ 11,339.35
12	MISCELLANEOUS IRON AND STEEL [F]	(F) LB	420	\$ 5.57	\$ 2,339.40
13	REMOVE HEADWALL	EA	1	\$ 610.05	\$ 610.05

Exhibit A

14	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	21	\$ 73.91	\$ 502.11
15	REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	22	\$ 22.82	\$ 502.04
16	THERMOPLASTIC TRAFFIC STRIPE	LF	21	\$ 41.79	\$ 877.59
17	THERMOPLASTIC PAVEMENT MARKING	SF	22	\$ 66.48	\$ 1462.56
18	MOBILIZATION	LS	1	\$ 4978.35	\$ 4978.35

Total Bid: \$ 193,042.08

One hundred ninety three thousand forty two ⁰⁸/₁₀₀ Dollars
Written Total Bid Amount

Exhibit A

The undersigned further agrees to deliver and to complete the work within 20 **working days**, from the date of issuance, by the City, of instructions to proceed with the work, and within 10 working days of the date of the notice of award, to enter into and execute and provide to the City the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the City of Colfax.

Prime Contractor Doug Veerkamp General Engineering, Inc.

License # 440233 Expiration Date 7-31-2020

DIR Registration # 1000004944 Expiration Date 6-30-2020

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

By: Doug B Veerkamp Title: President

Dated this 19th day of May, 2020

(Corporate Seal)

Corporate Signature

Address: 2585 Cold Springs Rd Placerville CA 95667

Phone No.: 530-676-0875

President's signature Douglas B Veerkamp

Secretary's signature Lori Veerkamp

Corporation organized under the laws of the State of California

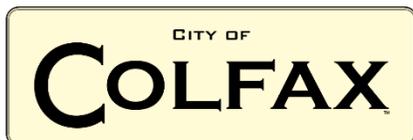
Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses: _____

Names of Individuals and Addresses: _____

NOTE: Sign in proper space above.



Staff Report to City Council

FOR THE MAY 27, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: Construction Management and Inspection Services for Culver Street – Phase 2 Pavement Rehabilitation Project

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$22,580	Fund(s): 357
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to enter into a consultant services agreement with Unico Engineering for construction management and inspection services on the Culver Street Phase 2 Pavement Rehabilitation Project in an amount not to exceed \$22,580.00.

Summary/Background

City of Colfax's adopted budget for Fiscal Years 2019-2020 includes \$500,000 for the design and construction of the various pavement rehabilitation project in the community. Culver Street Rehabilitation Project ("The Project") is one of the projects council authorized for construction in the current fiscal year.

On November 13, 2019, the City of Colfax authorized the City Manager to enter into a Consultant Services Agreement with GHD Inc. for final design of the Project. These efforts were completed and on April 8, 2020 the City Council approved the plans and specifications and authorized the Project for competitive bids. The project was publicly bid on April 21, 2020 and bids received on May 19, 2020.

Because the City does not have adequate personnel to complete the construction management services required of the project, the use of a construction management consultant is required. The City's contract City Engineer consultant has these capabilities through their subconsultant Unico Engineering. Unico Engineering provided a scope, schedule, and fee estimate to provide construction inspection and testing services for the Project. Construction management services are generally 10-12% of the construction costs. Staff has reviewed Unico's proposal and fee and finds them acceptable for the construction inspection and testing scope of work and their proposed fee is within the construction management cost range at 12%.

Staff recommends that the City Council authorize the City Manager to execute a consultant services agreement with Unico Engineering for construction management and inspection services for the Culver Street – Phase 2 Pavement Rehabilitation project in the amount of \$22,580.00.

Fiscal Impacts

The total project is funded with local streets/roads funds; and Road Maintenance in Fund 357. The proposed agreement with Unico Engineering is in an amount no to exceed \$22,580.00.

Attachments

1. Resolution __-2020
2. Agreement

City of Colfax

City Council

Resolution No. __-2020

**AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CONSULTANT SERVICES AGREEMENT WITH UNICO ENGINEERING
FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE CULVER STREET – PHASE 2 PAVEMENT REHABILITATION
PROJECT**

WHEREAS, The City Council authorized the City Manager to enter into a Consultant Services Agreement with GHD, Inc. for final design of the Culver Street – Phase 2 Pavement and Rehabilitation Project; and

WHEREAS, GHD completed the final design and the City Council on April 8, 2020, approved the plans, specifications, and estimate for the Project and authorized the Project to be advertised for competitive bids; and

WHEREAS, the project was advertised for bids on April 21, 2020, and bids were received on May 19, 2020; and

WHEREAS, the project will require construction management and inspection services; and

WHEREAS, the City has received a proposal from Unico Engineering for construction management services and their proposal fee is within the construction management cost range at 12%.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a consultant services agreement with Unico Engineering for construction management and inspection services on the Culver Street Phase 2 Pavement Rehabilitation Project in an amount not to exceed \$22,580.00

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th of May 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into on this 27th day of May, 2020 by and between the City of Colfax, a municipal corporation of the State of California ("City") and UNICO Engineering ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services

Subject to the terms and conditions set forth in this Agreement, Consultant 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. Consultant 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.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant 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, Consultant 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.

Attachment 2**Section 3. Compensation.**

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant 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 Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant 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 Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.
- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant 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 Consultant'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 Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant 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 Consultant's field of expertise.

Attachment 2**Section 5. Indemnification.**

Consultant 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 Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant 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. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant 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, Consultant 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. Consultant 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 Consultant 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

Attachment 2

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 Consultant 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 Consultant.
 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.

Attachment 2

- E. Professional Liability Coverage. If required by the City, Consultant 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, Consultant 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 Consultant 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 Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant 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 Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant 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.

Attachment 2

Section 8. Assignment.

Consultant 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 Consultant 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 Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant 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 Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant 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 Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant 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

Attachment 2

compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant'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.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant 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 Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant 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 Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant'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 Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant 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 Consultant.

Attachment 2**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 Consultant. Consultant 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 Consultant 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 Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

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

Section 17. Retention of Records.

Consultant and any subconsultants 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 Consultant 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

Attachment 2

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.

Attachment 2**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 Consultant 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

If to Consultant: UNICO Engineering
 110 Blue Ravine Rd #101
 Folsom, CA 95630

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.

Attachment 2

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

CONSULTANT

Signature: _____

Signature: _____

Printed Name: Wes Heathcock

Printed Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Exhibit A



May 14, 2020

Larry Wing, PE
City Engineer
City of Colfax
P.O. Box 702
Colfax, CA 95713

Re: Construction Inspection and Materials Testing for the Culver Street – Phase 2 Pavement Rehabilitation Project (20 working days)

Dear Mr. Wing:

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

Our team is dedicated to partnering with our clients to develop trust-based relationships centered on moving their projects forward. Once we have worked with you to ensure that this proposal meets with your needs, we will meet with you to discuss the tasks to be done and your required schedule for completion. Please don't hesitate to contact me with any questions, or if we can help you further.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Cesar Montes de Oca', with a stylized flourish at the end.

Cesar Montes de Oca, PE
President

Exhibit A



PROJECT UNDERSTANDING

Thank you for the opportunity to provide this proposal for construction inspection services for the Culver Street – Phase 2 Pavement Rehabilitation Project. The following proposal outlines the work effort required to perform the services for the project duration of 20 working days.

UNICO will deliver the project in accordance with the project construction documents as well as the other referenced standards. The project consists of removing and replacing degraded asphalt on Culver Street between W. Oak Street and Church Street, and the addition of drainage improvements.

It is our understanding that the City will be responsible for Resident Engineer and Project Manager duties, and Materials Testing will be provided by Twining as part of our team.

A. CONSTRUCTION INSPECTION \$17,400

UNICO will provide full-time inspection for 15 of the 20 working days during construction. The inspector will provide inspection services for the following operations and the associated traffic control: pavement, drainage system installation, headwall removal, and the delineation and markings. In addition, the inspector will prepare daily reports that will be filed the same day, or the morning of the following day.

Deliverables: **Daily Inspection Reports**
Construction Photographs

B. MATERIALS TESTING \$5,180

Twining’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. The attached fee estimate includes three visits to the project, one for underground, one for HMA and one for structural concrete with the corresponding lab tests.

Deliverables: **Inspection Reports**
Testing Result Reports

TIME AND MATERIALS FEES FOR PROFESSIONAL SERVICES

A. CONSTRUCTION INSPECTION.....	\$17,400
B. MATERIALS TESTING	\$5,180
TOTAL	\$22,580

Hourly breakdown attached.

City of Colfax
Cost Proposal
Culver Street - Phase 2 Pavement Rehabilitation Project

<i>Task #</i>	<i>Task Description</i>	Hourly Rate	<i>Total</i>
		\$ 145.00	
A	CONSTRUCTION INSPECTION	120	\$ 17,400
B	MATERIALS TESTING		\$ 5,180
Total			\$ 22,580

Construction
Inspector

Exhibit A

Culver Street - Phase 2 Pavement Rehabilitation Project

Work-Hour and Fee Estimate for Testing Tests
 Prepared by Twining for Unico

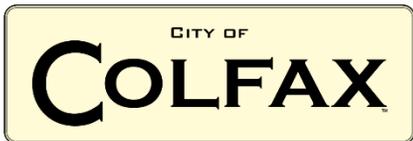
May 15, 2020

Work-hours

This is an estimate. Actual fee will depend on hours and testing required

Test	Classification	SUV Name	Project Manager	Group 2 (Special Inspection)	Group 3 (Soils/HMA)	Group 4 (ACR)	Total Cost
Task 1 - Preconstruction Services							
1.1 Review Project Documents			1				\$ 195.00
1.2 Kick-Off Meeting							\$ -
1.3 Preconstruction Conference			1				\$ 164.20
Task 2 - Services During Construction							
2.1 Earthwork Construction for Trench Backfill							\$ -
Field Density Testing (estimated 3 trips @ 8 hours per site visit)					3		\$ 240.00
2.4 HMA Construction							\$ -
Field Density Testing/Cleaning (estimated 3 trips @ 8 hours)					3		\$ 240.00
2.5 Field Concrete for Structural/Minor Concrete							\$ -
Field Concrete Testing (estimated 10 trips @ 4 hours per site visit)						8	\$ 840.00
2.9 Project Management							\$ -
Scheduling/Quality Assurance			1				\$ 164.20
Task 3 - Post Construction Services							
3.1 Prepare Final Materials Testing Documents							\$ -
3.2 Final Materials Testing Document Review			1				\$ 164.20
3.3							\$ -
					10	8	\$ 1,188.20
Other Direct Costs							
Printing and Reproduction/ Delivery	Quantity	Unit Cost					\$ -
	3	\$100					\$ 300.00
Materials Testing/Laboratory Tests							
Concrete Cylinder Pickup	1	150					\$ 150.00
Concrete/POB specimen Compressive Strength Testing (CTM-521, ASTM C39)	4	40					\$ 160.00
Reinforcing Steel Testing (Barbar, Hopsco, Couplers, etc.)		70					\$ 70.00
Bulk Spec. Gravity of Compacted Sample on Core Paraffin Coated (CTM 308A & ASTM D1188)	2	80					\$ 160.00
Lab Tested Max Density: Superpave Gravelly (per briquette)		90					\$ 90.00
Hamburg Wheel Track Test (AASHTO T224)		1500					\$ 1500.00
Effect of Moisture on Asphalt Pavement Mixtures, Pre-mixed (AASHTO T181, ASTM D4671)		300					\$ 300.00
Maximum Theoretical Specific Gravity (MTC) (CTM 309, ASTM D2048)	1	180					\$ 180.00
Oil Content	1	215					\$ 215.00
Swelling Shrink Test (ASTM D698 - 01 S17 A/W, CTM214)	1	250					\$ 250.00
LA Abrasion Test (ASTM C131)		185					\$ 185.00
Chernose Value (CTM-227) 1" - #4		175					\$ 175.00
Chernose Value (CTM-227) 1.5" - #5		275					\$ 275.00
Crushed/Fractured Particles (CTM-205, ASTM D6921)		175					\$ 175.00
Stability Index, Method A, B, C or D (CTM-129, ASTM D3744)		220					\$ 220.00
R Value Salt/Air Aggregate Base (CTM-301, ASTM D2944)		410					\$ 410.00
Seve Analysis (CTM-202, ASTM C136)	4	150					\$ 600.00
Seve Analysis: Split Sieve (CTM-202, ASTM C136)		240					\$ 240.00
Atterberg Limits (CTM-204, ASTM D4318)		150					\$ 150.00
Sand Equivalency (CTM-217)	1	125					\$ 125.00
Flow Aggregate Analysis (M, C125, CTM214)		180					\$ 180.00
Flat and Elongated Particles (M79)		275					\$ 275.00
Moisture Content (CTM-216, ASTM D2216)		25					\$ 25.00
pH and Acidity (CTM 643); Sulfates (CTM 617); Chlorides (CTM 421)**		1 140					\$ 140.00
Concrete Block Compressive Strength/Moisture Density (ASTM C140)		510					\$ 510.00
Moisture Pore Coefficient up to 2" x 16" (ASTM C1314)		125					\$ 125.00
Mortar Compressive Tests (ASTM C720)*		55					\$ 55.00
Grout Fresh Compressive (ASTM C119)		35					\$ 35.00
							\$ 2,000.00

Twining total \$ 5,188.20



Staff Report to City Council

FOR THE MAY 27, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Larry Wing, City Engineer
Subject: Kneeland Street Rehabilitation Project – Design Acceptance

Budget Impact Overview:

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

RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2020 accepting the project design and authorizing the City Manager to solicit bids for the construction of the Kneeland Street Rehabilitation Project.

Summary/Background

On May 10, 2017 the City Council adopted Resolution 17-2017 authorizing the City Manager to approve a proposal by Coastland Engineering for deveelping the City’s first Pavement Management Plan (PMP). The PMP systematically evaluates the current pavement conditions as well as projected future pavement conditions to assist in prioritizing paving projects for all the City’s maintained streets.

In the PMP, Kneeland Street between Grass Valley Street and Depot Street has been assigned a Pavement Condition Index (PCI) of 20. A newly constructed street would have a PCI of 100. The City’s goal is to have an overall PCI of 52 or higher. Kneeland Street’s PCI of 20 indicates that the road is failing and needs to be reconstructed. The current pavement is 1-inch to 1.5-inches of asphalt/asphalt patch on top of native soil.

A portion of the Shadow Wood Subdivision fronts onto Kneeland Street. As a condition of development the developer for Shadow Wood is required to install full frontage improvements along Kneeland Street adjacent to the Shadow Wood Subdivision. The approximate length of the frontage improvements required of the developeer is 225-feet and consists of curb, gutter, sidewalk, drainage improvements, and paving of one-half of Kneeland Street.

Because of the impending construction from the Shadow Wood developer of a significant portion of Kneeland Street, and since the current PCI is only 20, staff is recommending that the remainder of Keeland Street be constructed at this time.

Fiscal Impacts

The total project is funded with local streets/roads funds; and Road Maintenance.

Attachments

1. Resolution __-2020
2. Plans

City of Colfax

City Council

Resolution № __-2020

ACCEPTING THE PROJECT DESIGN AND AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR THE CONSTRUCTION OF THE KNEELAND STREET REHABILITATION PROJECT

WHEREAS, the City Council of the City of Colfax adopted Resolution 17-2017 authorizing the City Manager to approve the City’s first Pavement Improvement Plan; and

WHEREAS, Kneeland Street’s Pavement Condition Index is in the “failed” category; and

WHEREAS, GHD Inc. completed plans, specifications and engineering, and staff is ready to release the project for bidding; and

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax accepting the design and authorizing the City Manger to solicit bids for the construction of the Kneeland Street Rehabilitation Project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 27th of May 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marnie Mendoza, Mayor

ATTEST:

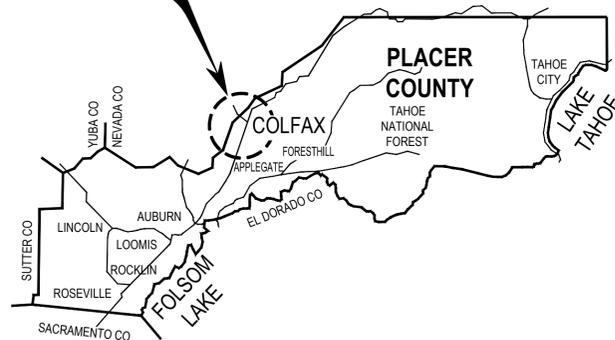
Jaclyn Collier, City Clerk

PROJECT PLANS FOR CITY OF COLFAX KNEELAND STREET PAVEMENT REHABILITATION PROJECT

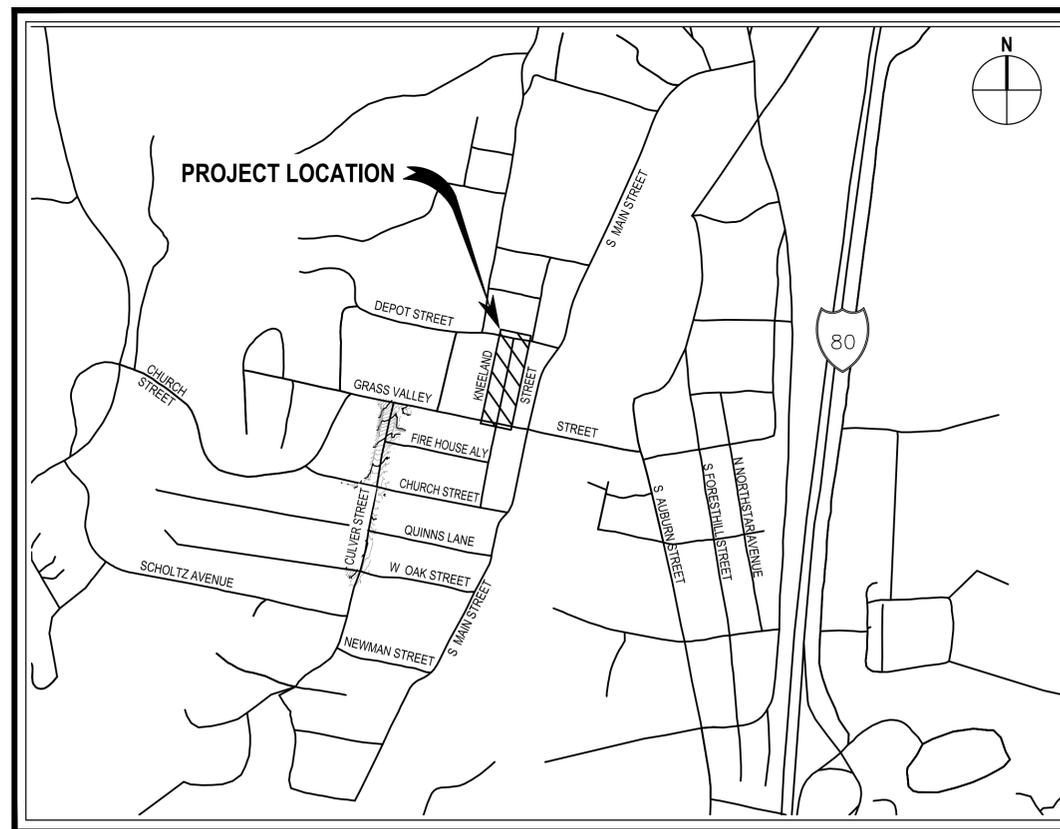
MAY 2020

CITY OF COLFAX
PLACER COUNTY, CALIFORNIA
FOR USE IN CONJUNCTION WITH
CALTRANS STANDARD SPECIFICATIONS, DATED 2018
CALTRANS STANDARD PLANS, DATED 2018

PROJECT LOCATION



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DRAWING TITLE
1	T1	TITLE SHEET
2	G1	NOTES, LEGEND, AND ABBREVIATIONS
3	X1	SECTIONS AND DETAILS
4	P1	PLAN AND PROFILE
5	S1	SITE PLAN IMPROVEMENTS

GEOTECHNICAL ENGINEER:

SOIL SEARCH ENGINEERING
4088 BRIDGE STREET #9
FAIR OAKS, CA 95628
916-761-7116

WDID No. 5531C387348

CITY OF COLFAX	
APPROVED BY	DATE <u>05/27/2020</u>
<i>Larry M. Wing</i>	
LARRY M. WING City Engineer RCE 29836	

No.	Issue	Drawn	Approved	Date

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943 Reserve Drive, Suite 100
Roseville California 95678 USA
T 1 916 782 8688 W www.ghd.com



Drawn	EM	Designer	DR
Drafting Check	DR	Design Check	DR
Project Manager	DR	Date	MAY 2020
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Client	CITY OF COLFAX
Project	KNEELAND STREET - PAVEMENT REHABILITATION PROJECT
Title	TITLE SHEET
Project No.	11201706
Original Size	ANSI D
Sheet No.	T1

GENERAL NOTES:

- 1. EXCAVATIONS OVER FIVE FEET (5') DEEP REQUIRE AN EXCAVATION PERMIT FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY.
2. CONTRACTOR SHALL CALL "UNDERGROUND SERVICE ALERT" AT (800) 642-2444 AT LEAST 48 HOURS PRIOR TO START OF CONSTRUCTION FOR LOCATING UNDERGROUND UTILITIES.
3. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY...

- 18. SCARIFY 6" OF SUBGRADE SHALL BE PAID FOR AS OBLITERATE SURFACING.
19. WATER LINE PROTECTIVE CAP SHALL BE PAID FOR A MINOR CONCRETE (BACKFILL).

PAVING NOTES:

- 1. ALL EXISTING AC SURFACES SHALL BE SAWCUT ONE FOOT MINIMUM INSIDE THE EDGE OF PAVEMENT OR AS SHOWING ON THE PLANS TO A NEAT, STRAIGHT LINE AND REMOVED. THE EXPOSED EDGE SHALL BE SEALED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
2. ASPHALT CONCRETE SHALL BE TYPE A, 1/2" MAXIMUM MEDIUM GRADING AND SHALL CONFORM TO THE SPECIAL PROVISIONS FOR HMA (TYPE A).
3. AGGREGATE BASE SHALL BE CLASS 2, 3/4" MAXIMUM GRADING. AGGREGATE BASE SHALL CONFORM TO THE SPECIAL PROVISIONS.

FUGITIVE DUST CONTROL:

- 1. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DUST CONTROL PER SECTION 10, CALTRANS SPECIFICATIONS, AND UTILIZE DUST CONTROL MITIGATION APPROVED BY THE AIR POLLUTION CONTROL DISTRICT (A.P.C.D.). PARTICULATE CONTROL MEASURES SHALL ALSO BE USED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT.
2. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES OUTLINED IN THE "FUGITIVE DUST CONTROL" HANDBOOK AVAILABLE FROM A.P.C.D.
3. THE CONTRACTOR SHALL APPLY WATER TO ALL DISTURBED AREAS FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE.
4. DUST PRODUCING CONSTRUCTION ACTIVITIES SHALL BE SUSPENDED DURING PERIODS OF HIGH WINDS (GUSTS EXCEEDING 25 MPH).
5. CONSTRUCTION VEHICLES AND EQUIPMENT SHALL BE RESTRICTED TO TRAVEL ALONG WELL WATERED CONSTRUCTION ROUTES AND SHALL BE LIMITED TO A MAXIMUM SPEED OF 15 MPH ON NON-PAVED CONSTRUCTION SITES.
6. THE CONTRACTOR SHALL USE TARPULINS OR OTHER EFFECTIVE COVERS FOR HAUL TRUCKS WHICH TRAVELS IN PUBLIC STREETS.
7. EXISTING STREETS AND PAVED ROADS SHALL BE REGULARLY SWEEPED AS FAR AS NECESSARY TO ENSURE THAT NOT SILT, DEBRIS OR POLLUTANT ARE CARRIED OVER TO ADJACENT PUBLIC THOROUGHFARES. DO NOT WASH DOWN STREETS WITH WATER UNTIL DIRT AND DUST HAS BEEN REMOVED BY DRY SWEEPING. THIS IS TO PREVENT CONTAMINATION OF WATERWAY WITH SEDIMENT.
8. ALL CONSTRUCTION EQUIPMENT SHALL BE CLEANED REGULARLY AND KEPT PROPERLY TUNED TO MINIMIZE THE AMOUNT OF DUST AND POLLUTANTS EMITTED INTO THE AIR.

WATER NOTES:

- 1. THE CONTRACTOR SHALL PROVIDE TWO WORKING DAYS NOTICE TO PLACER COUNTY WATER AGENCY INSPECTION HOTLINE AT (530) 823-4885 PRIOR TO BEGINNING ANY WORK OVER WATER MAIN FACILITIES.

ABBREVIATIONS

Table with 4 columns: Abbreviation, Description, Abbreviation, Description. Includes AC ASPHALT CONCRETE, AVRV AIR RELEASE VALVE, BC BEGIN CURVE, B/C BACK OF CURB, BO BLOW-OFF VALVE, B/W BACK OF WALK, BVC BEGIN VERTICAL CURVE, CL CENTERLINE, CO CLEANOUT, DI DROP INLET, DWY DRIVEWAY, EC END CURVE, EL ELEVATION, EP EDGE OF PAVEMENT, EXIST, EX EXISTING, EXSSN EXISTING SANITARY SEWER NUMBER, F/C FACE OF CURB, FL, FL FLOWLINE, FG FINISHED GRADE, FH FIRE HYDRANT, G GAS, GAS MAIN, GB GRADE BREAK, GR GRATE, GV GATE VALVE, INV INVERT, JP JOINT POLE, JT JOINT UTILITY TRENCH, L LEFT, LENGHT, LF LINEAL FEET, MAX MAXIMUM, MH MANHOLE, MIN MINIMUM, OFF OFFSET, OG ORIGINAL GROUND, OH OVERHEAD UTILITY, PCC POINT OF COMPOUND CURVE, PCWA PLACER COUNTY WATER AGENCY, PL PROPERTY LINE, PRC POINT OF REVERSE CURVE, R RADIUS, RIGHT, RL LENGTH OF PIPE RESTRAINT, S SLOPE, SD STORM DRAIN, SDDI STORM DRAIN DROP INLET, SDMH STORM DRAIN MANHOLE, SDN STORM DRAIN NUMBER, SL SANITARY SEWER SERVICE LATERAL, SS SANITARY SEWER, SSN SANITARY SEWER NUMBER, SSMH SANITARY SEWER MANHOLE, STA STATION, STD STANDARD, TBC TOP BACK OF CURB, TFC TOP FACE OF CURB, TYP TYPICAL, W WATER, WATER MAIN, WM WATER METER, WS WATER SERVICE LATERAL, WV WATER VALVE.

LEGEND

Table with 2 columns: PROPOSED, EXISTING. Lists symbols for EDGE OF PAVEMENT, SIDEWALK, FENCE, OVERHEAD UTILITY, WATER MAIN PIPE, SEWER LINE, JOINT TRENCH, DROP INLET, IRRIGATION CONTROL VALVE, FIRE HYDRANT, JOINT POLE, HOSE BIB, LIGHT, SIGN, TREE, UTILITY POLE, WATER METER, WATER VALVE, UNLESS NOTED OTHERWISE, STORM DRAIN DRAINAGE INLET, STORM DRAIN LINE.

CONSTRUCTION NOTE DESIGNATIONS

- (R1) ROADWAY AND RELATED ITEMS CONSTRUCTION NOTES
(D1) DRAINAGE AND RELATED ITEMS CONSTRUCTION NOTES
(W1) WATER AND RELATED ITEMS CONSTRUCTION NOTES

DETAIL AND SECTION CALLOUTS

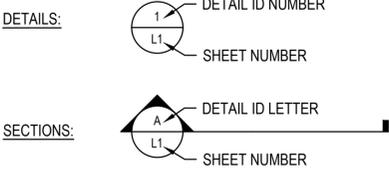


Table with 5 columns: No., Issue, Drawn, Approved, Date.

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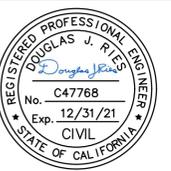
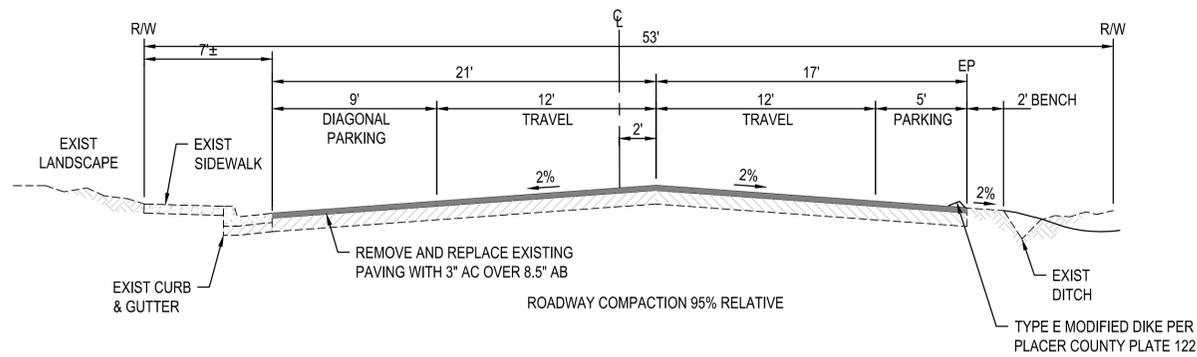
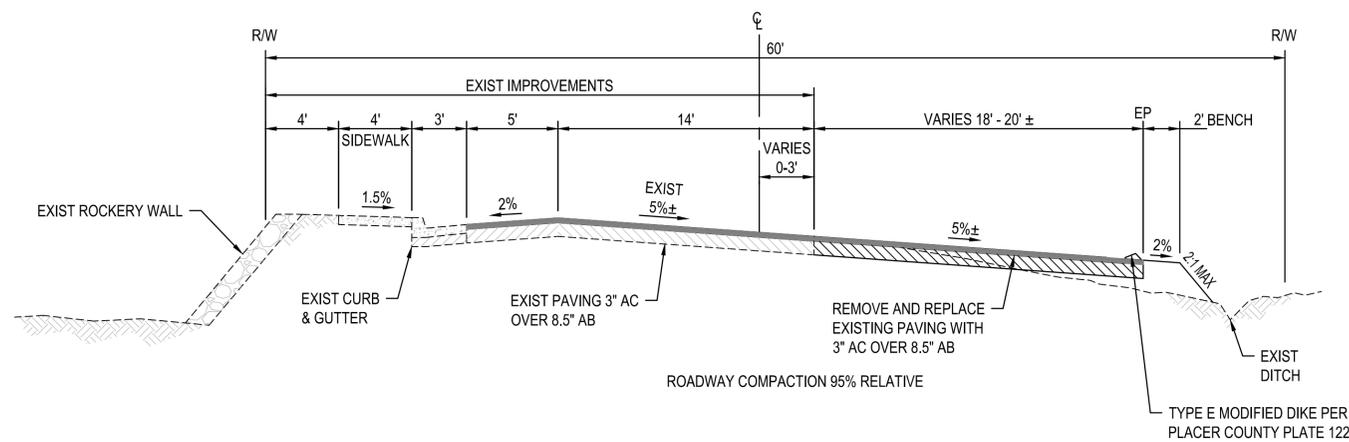


Table with 2 columns: Role, Name. Drawn: EM; Designer: [Blank]; Drafting Check: DR; Design Check: DR; Project Manager: DR; Date: MAY 2020; Scale: AS NOTED

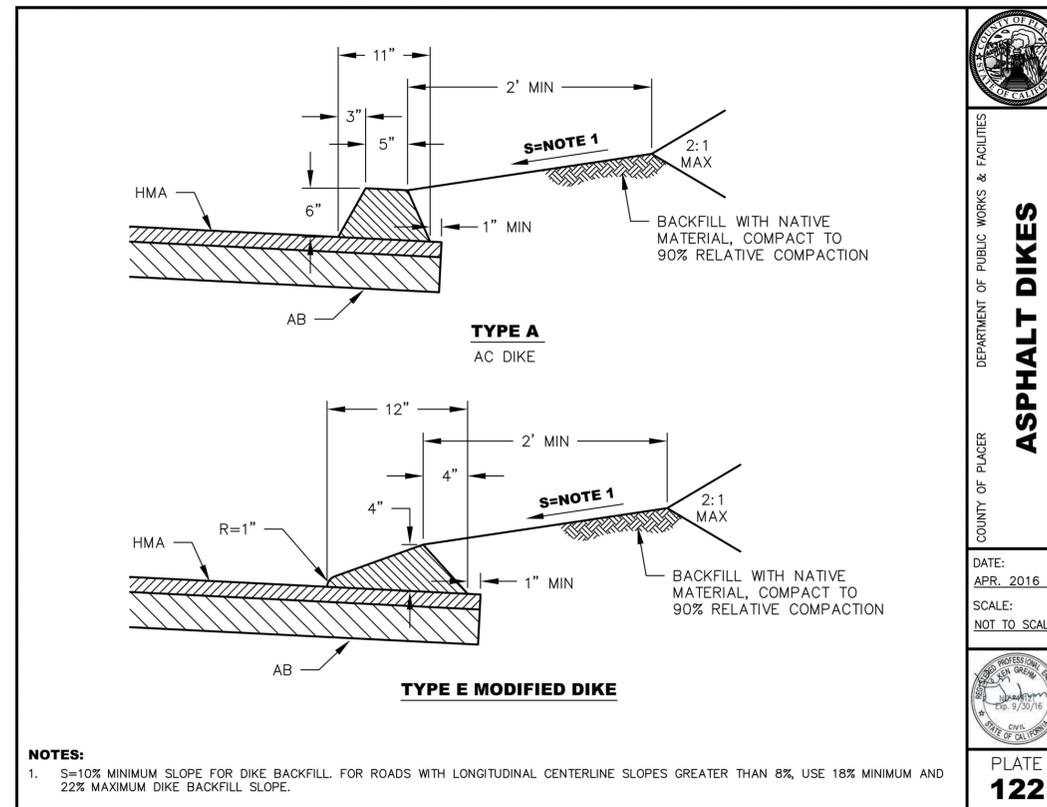
Table with 2 columns: Client, Project, Title, Project No., Original Size, Sheet No. Client: CITY OF COLFAX; Project: KNEELAND STREET - PAVEMENT REHABILITATION PROJECT; Title: NOTES, LEGEND, AND ABBREVIATIONS; Project No.: 11201706; Original Size: ANSI D; Sheet No.: G1; Sheet 2 of 5



1 KNEELAND STREET TYPICAL ROADWAY SECTION AT STA 11+00±
NOT TO SCALE

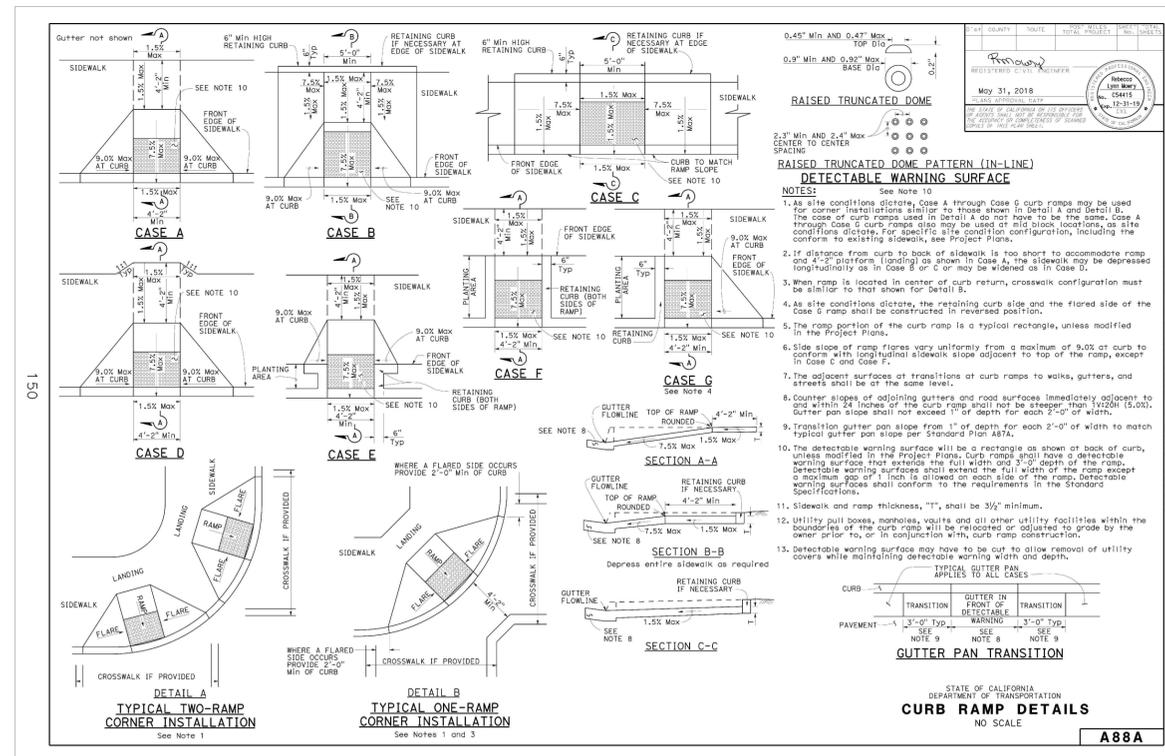


2 KNEELAND STREET TYPICAL ROADWAY SECTION AT STA 11+25± - 13+50±
NOT TO SCALE



- NOTES:**
- S=10% MINIMUM SLOPE FOR DIKE BACKFILL. FOR ROADS WITH LONGITUDINAL CENTERLINE SLOPES GREATER THAN 8%, USE 18% MINIMUM AND 22% MAXIMUM DIKE BACKFILL SLOPE.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS & FACILITIES
ASPHALT DIKES
COUNTY OF PLACER
DATE: APR. 2016
SCALE: NOT TO SCALE
PLATE 122

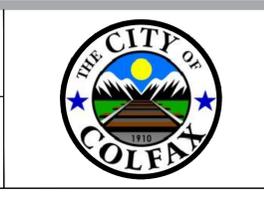


2018 STANDARD PLAN A88A

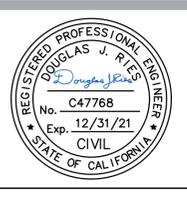
No.	Issue	Drawn	Approved	Date

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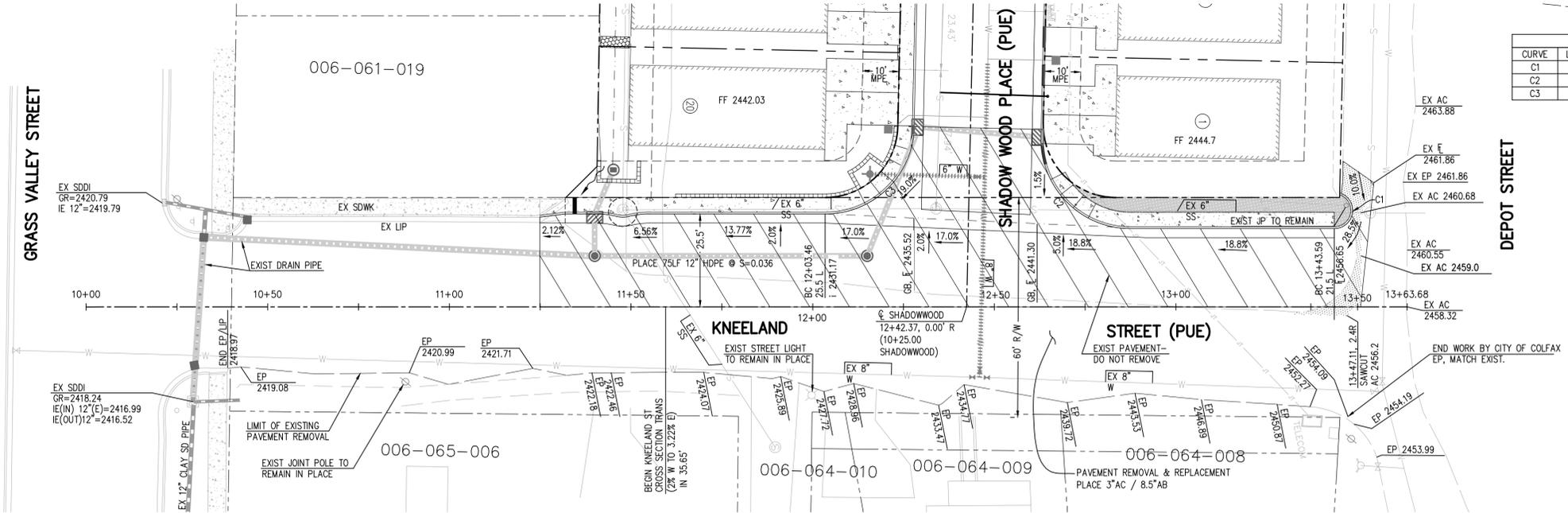


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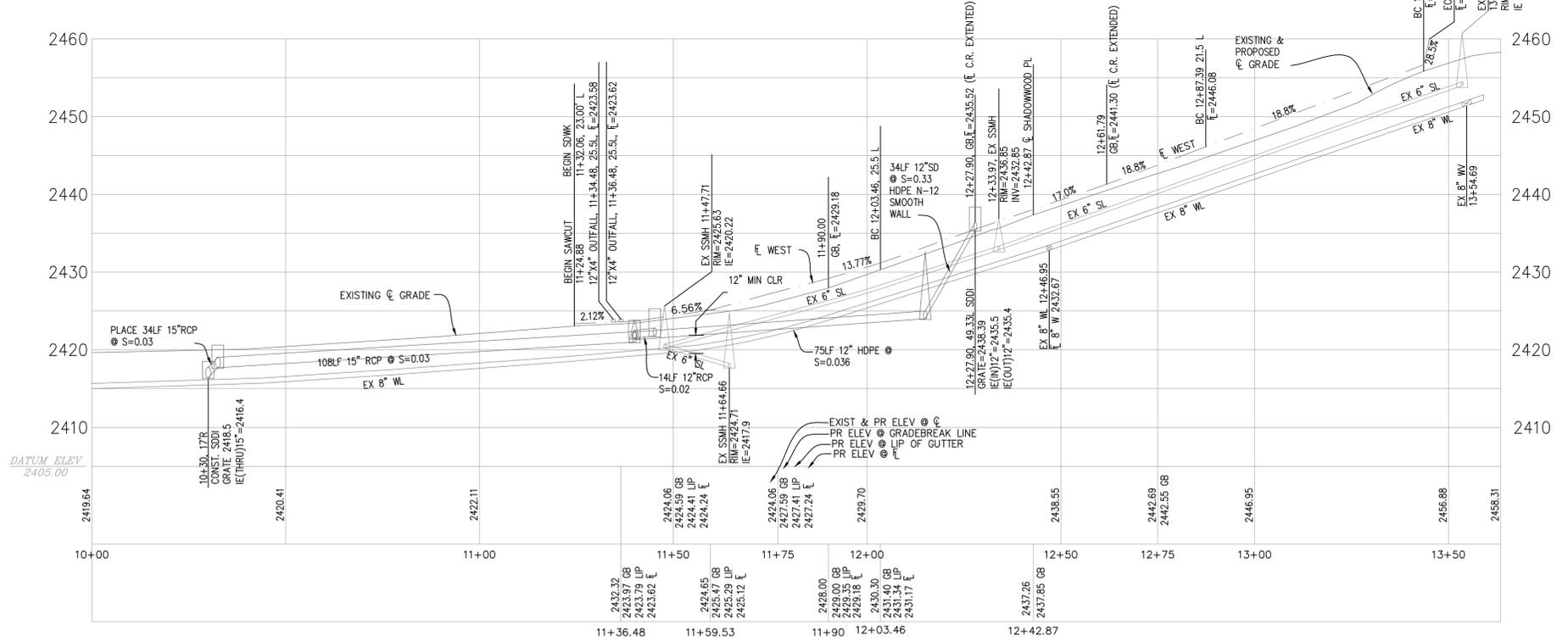
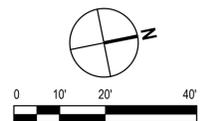
Drawn	EM	Designer	
Drafting Check	DR	Design Check	DR
Project Manager	DR	Date	MAY 2020
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Client	CITY OF COLFAX	Project No.	11201706
Project	KNEELAND STREET - PAVEMENT REHABILITATION PROJECT	Original Size	ANSI D
Title	SECTIONS AND DETAILS	Sheet No.	X1
Project No. 11201706		Sheet 3 of 5	



CURVE TABLE			
CURVE	LENGTH	DELTA	RADIUS
C1	14.19'	162d38'29"	5.00'
C2	34.61'	80°56'26"	24.50'
C3	37.95'	88°44'30"	24.50'

KNEELAND STREET PLAN VIEW
SCALE 1" = 20'



KNEELAND STREET PROFILE
SCALE: HORIZ: 1" = 20'
VERT: 1" = 10'

No.	Issue	Drawn	Approved	Date

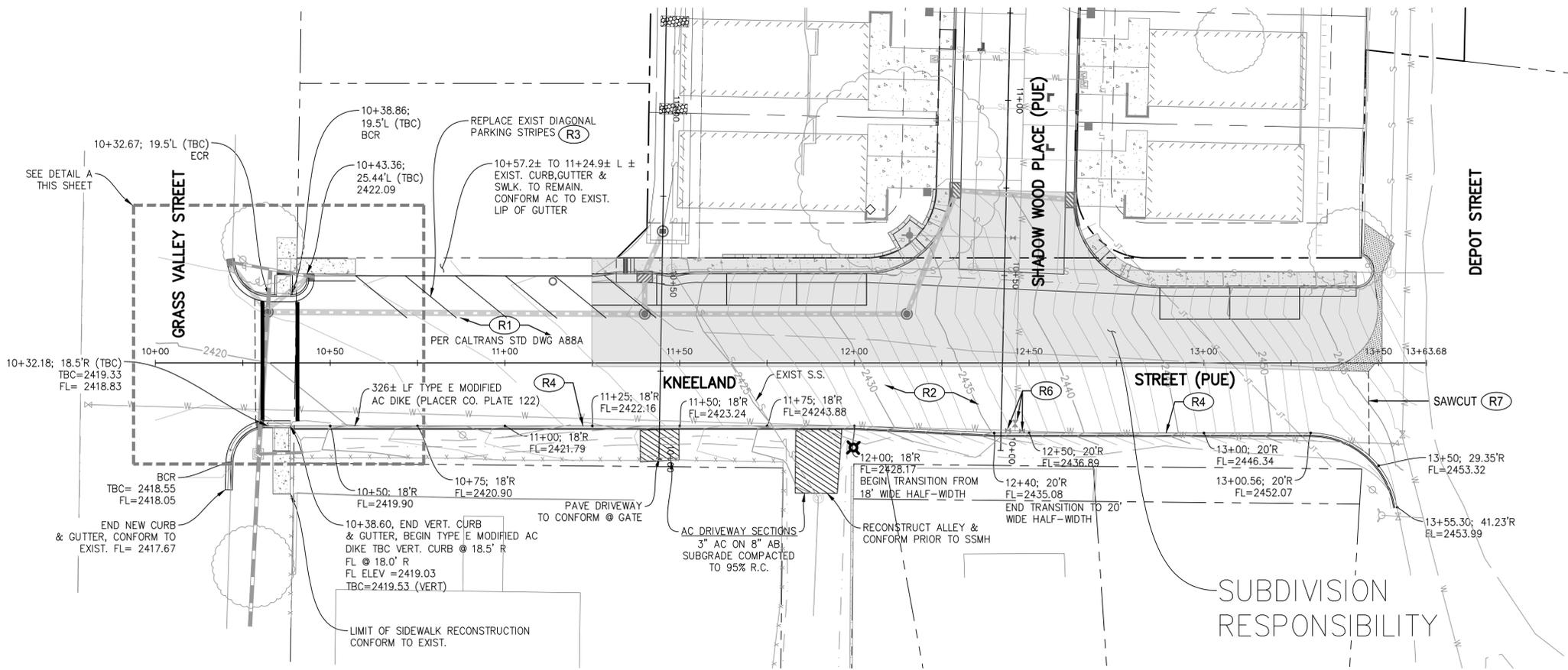
Bar is one inch on original size sheet
0 1'

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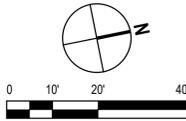


Drawn	EM	Designer	
Drafting Check	DR	Design Check	DR
Project Manager	DR	Date	MAY 2020
		Scale	HORIZ: 1" = 20' VERT: 1" = 10'

Client	CITY OF COLFAX		
Project	KNEELAND STREET - PAVEMENT REHABILITATION PROJECT		
Title	PLAN AND PROFILE		
Project No.	11201706		
Original Size	ANSI D	Sheet No.	P1
			Sheet 4 of 5



KNEELAND STREET PLAN VIEW
SCALE 1" = 20'



CONSTRUCTION NOTES:

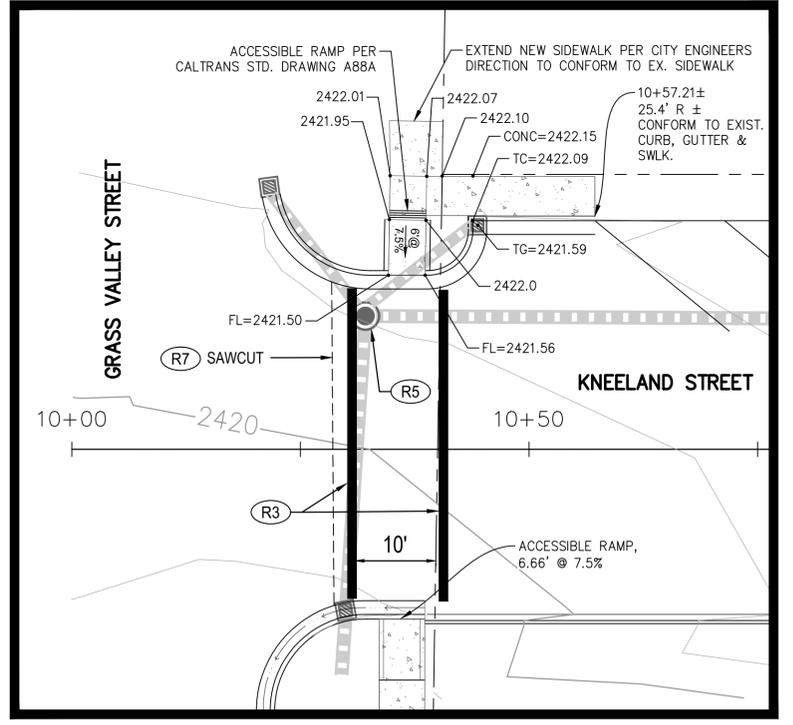
- (R1) CONSTRUCT PAVEMENT REHABILITATION PER DETAIL

1
X1
- (R2) CONSTRUCT PAVEMENT REHABILITATION PER DETAIL

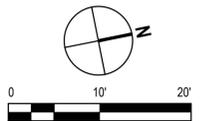
2
X1
- (R3) ADD PAVEMENT MARKINGS AS SHOWN.
- (R4) CONSTRUCT TYPE E MODIFIED ASPHALT DIKE PER PLACER COUNTY PLATE 122.
- (R5) ADJUST MANHOLE FRAME AND COVER TO FINISH GRADE.
- (R6) ADJUST WATER VALVE FRAME AND COVER TO FINISH GRADE.
- (R7) CONFORM TO EXISTING PAVEMENT.

GENERAL NOTES:

1. ALL DIKE STATION AND OFFSETS ARE TO BACK OF DIKE.



DETAIL A
SCALE 1" = 10'



No.	Issue	Drawn	Approved	Date

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0 1"

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Client	CITY OF COLFAX
Project	KNEELAND STREET - PAVEMENT REHABILITATION PROJECT
Title	SITE PLAN IMPROVEMENTS
Project No.	11201706
Original Size	ANSI D
Sheet No.	S1