

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza
Councilmembers · David Ackerman · Joe Fatula · Sean Lomen

AMENDED REGULAR MEETING AGENDA

October 26, 2022

Regular Session: 6:00 PM

This Regular Meeting of the City Council is being held pursuant to Government Code Section 54953(e) which authorizes meetings to be held by teleconference. The Governor’s proclaimed state of emergency remains in effect and the City Council has made or will make the legal findings necessary to hold meetings by teleconference. You may access the meeting and address the Council by any of the following means:

ZOOM at

<https://us02web.zoom.us/j/81910849720>

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

819 1084 9720

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

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

1 CLOSED SESSION (No Closed Session)

2 OPEN SESSION

2A. Call Open Session to Order

2B. Report from Closed Session

2C. Pledge of Allegiance

2D. Roll Call

2E. Approval of Agenda Order

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

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



3 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

- 3A. Authorize Remote Teleconference Meetings Pursuant to Government Code Section 54953(e) [AB 361]** (Pages 5-8)
Recommendation: Adopt Resolution __-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e)[AB 361].
- 3B. Minutes** (Pages 9-11)
Recommendation: By Motion, approve the Colfax City Council minutes of 09/28/2022.
- 3C. Sunbelt Rentals – Rental Charges** (Pages 12-13)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to compensate Sunbelt Rentals for equipment charges in an amount not to exceed \$12,947.
- 3D. Vacuum Trailer Service Repairs – RDO Equipment Co.** (Pages 14-17)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to approve RDO Equipment Co. repairs to the City’s vacuum trailer in an amount not to exceed \$16,534.
- 3E. Sewer Collection System and Waste Water Treatment Plant Improvements Grant – Suspended Air Flotation System Sole Source Purchase and Wood Rodgers Agreement Amendment** (Pages 18-41)
Recommendation: Adopt Resolution __-2022 authorizing:
 1. City Council finds that the sole sourcing requirement in the California Public Contract Code § 3400 has been met and authorizes bid documents to include sole sourcing of the SAF System from Heron Innovations Inc
 2. The City Manager to execute an amendment to the Wood Rodgers Agreement dated June 24, 2021 by increasing funding in an amount not to exceed \$106,960.
- 3F. Wastewater Treatment Plant Constituent Monitoring – Nitrate Analyzer** (Pages 42-50)
Recommendation: Adopt Resolution __-2022 authorizing the City Manager to execute an agreement with Hach Company for the purchase and installation of an in-line nitrate analyzer in an amount not to exceed \$32,073.
- 3G. Employee Life Insurance Benefit Increase** (Pages 51-52)
Recommendation: Adopt Resolution __-2022 authorizing an increase in the employee life insurance benefit from \$15,000 to \$25,000.
- 3H. Cash Summary – September 2022** (Pages 53-59)
Recommendation: Accept and File.
- 3I. Quarterly Sales Tax Analysis – Quarter Ended June 30, 2022.** (Pages 60-62)
Recommendation: Accept and File.

*** End of Consent Calendar ***

4 AGENCY REPORTS

- 4A. Placer County Sheriff Department**
- 4B. CHP**



4C. **Placer County Fire Department/CALFIRE**

4D. **Non-Profits**

5 **PRESENTATION**

5A. **Mosquito Fire Incident Overview – Placer County Fire Department/CALFIRE Chief Brian Estes**

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

7 **PUBLIC COMMENT**

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

8 **COUNCIL AND STAFF**

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. **Astound Broadband LLC Lease Agreement.** (Pages 63-74)

Presentation by: Alfred A. “Mick” Cabral, City Attorney

Recommended Action: Adopt Resolution __-2022 authorizing the City Manager to execute a Lease Agreement with Astound Broadband, LLC, for a portion of the northwest corner of 33 W. Church Street. Restated Joint Powers Agreement for Pioneer Community Energy and expanding Pioneer Community Energy.

9B. **Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy Expanding Pioneer Energy Joint Power Authority Membership.** (Pages 75-89)

Presentation by: Sam Kang, Chief Operating Officer at Pioneer Community Energy

Recommended Action: Adopt Resolution __-2022 approving Amendment No. 5 to the Amended and Joint Power Authority membership to include the City of Grass Valley and Nevada City as Voting Members and authorize the City Manager to execute the same.



9C. Pavement Management Plan Update – Coastland Engineering. (Pages 90-111)

Presentation by: Martin Jones, Public Works Director

Recommended Action: Adopt Resolution __-2022 authorizing the City Manager to execute an agreement with Coastland Engineering to complete an update of the Pavement Management Plan with the following options:

Option 1 Coastland Engineering providing a comprehensive PMP update in an amount not to exceed \$25,240.

Option 2 Coastland Engineering providing a hybrid service that includes the City staff participation in an amount not to exceed \$15,800.

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

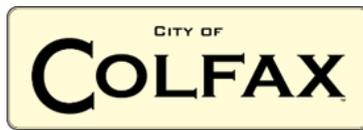
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>



Marguerite Bailey, 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.





Staff Report to City Council

FOR THE OCTOBER 26, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. "Mick" Cabral, City Attorney
Subject: Authorize remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361]

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

Summary/Background

The proposed Resolution, if adopted, will authorize the City Council to conduct its meetings virtually or in person under the teleconference rules contained in Government Code Section 54953(e).

On March 4, 2020, the Governor proclaimed a state of emergency to address the threat of the COVID-19 pandemic. That proclamation remains in effect.

On March 17, 2020, Governor Newsom signed Executive Order N-29-20 which allowed Council to meet virtually under relaxed teleconferencing rules. Council did so until Executive Order N-29-20 expired on September 30, 2021, and was replaced by different rules under Government Code Section 54953(e) [AB 361] effective October 1, 2021. Council initially elected to resume meeting in person, but the persistence of the COVID pandemic has prompted Council and staff to consider resuming its virtual meetings.

Government Code Section 54953(e) authorizes Council to use teleconferencing to hold its meetings during a proclaimed state of emergency when state or local officials have imposed or recommended measures to promote social distancing. "State of Emergency" is narrowly defined such that one only exists when the Governor has proclaimed one under the authority of Government Code Section 8625, which occurred on March 4, 2020, and remains in effect.

If Council adopts the recommended Resolution, meetings must meet the following requirements:

1. Agendas and notice of the meeting must be posted, but not at all teleconference locations. (GC 54953(e)(2)(A)).
2. Members of the public must be allowed to access the meeting and address the Council. The agenda must (1) include notice of the means by which members of the public can access the meeting and comment, and (2) identify and include an opportunity for all persons to attend via call-in option or internet-based service option, but the City is not required to provide a physical location from which the public may attend or comment. (GC 54953(e)(2)(B)).
3. Teleconference meetings must protect the statutory and constitutional rights of all parties and members of the public appearing before Council. (GC 54953(e)(2)(C)).

4. If a disruption occurs that prevents the city from broadcasting the meeting or that prevents the public from participating or commenting using the call-in option, no further action on the agenda items can be taken until the disruption is remedied. (GC 54953(e)(2)(D)).
5. The City cannot require public comments to be submitted in advance of the meeting and must allow for comments to be made in “real time”. This does not require the city to provide a physical location from which the public may attend or comment. (GC 54953(e)(2)(E)).
6. GC Section 54953.3 precludes the City from requiring meeting attendees to register his or her name or to provide other information, complete a questionnaire, or fulfill any other condition precedent to attendance. AB 361 provides that individuals who want to provide public comment through the use of an internet website or other online platform not under the City’s control may nevertheless be required to register as required by that third-party internet website or online platform to participate. (GC 54953(e)(2)(F)).
7. Colfax takes public comment separately on each agenda item so it will have to allow a reasonable amount of time per agenda item for the public to register or be recognized for the purpose of providing public comment. (GC 54953(e)(2)(G)(ii)). This generally applies to the public comment period on matters within the City’s subject matter jurisdiction.
8. The following findings must be made within 30 days after teleconferencing under AB 361 for the first time without complying with Government Code Section 54953(b)(3) and every 30 days thereafter: (A) The Council has reconsidered the circumstances of the state of emergency, (B) Either the state of emergency continues to directly impact the ability of the Council to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing. (GC 54953(e)(3)). Staff plans to place this periodic review on the Consent Calendar.

Staff is prepared to implement these requirements and will be available to answer any questions.

Fiscal Impact

None

Attachments:

1. Resolution __-2022

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO GOVERNMENT CODE
SECTION 54953(e) [AB 361]

WHEREAS, Government Code Section 54953(e), as adopted by Assembly Bill 361 (AB 361) allows the Council to hold open meetings by teleconference without reference to otherwise applicable requirements of Government Code Section 54953(b)(3), so long as Council complies with legally-imposed requirements, there exists a declared state of emergency, and one of the following circumstances is met: (1) State or local officials have imposed or recommended measures to promote social distancing, (2) Council is holding the meeting for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees, and (3) Council has determined, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, on March 4, 2020, the Governor proclaimed a state of emergency pursuant to Government Code Section 8625, and that proclamation remains in effect; and,

WHEREAS, the City Council, having reconsidered the circumstances of the state of emergency, hereby declares that a state of emergency as a result of the threat of COVID-19 still exists and continues to impact the ability of members of the public, the City Council, Council subcommittees, City staff and consultants to meet safely in person.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The City Council hereby finds and declares the following conditions are met as required by Government Code Section 54953(e)(3):
 - (i) The Governor of California proclaimed a state of emergency on March 4, 2020, pursuant to Government Code Section 8625, which remains in effect.
 - (ii) The City Council has determined that, as a result of the emergency, meeting in person would present imminent risks to the health and safety of attendees.
3. The City Manager is authorized to utilize teleconferencing to conduct all City of Colfax public meetings pursuant to AB 361 and Government Code Section 54953(e).
4. In accordance with AB 361, the City Council shall reconsider the passage of this Resolution not less than every 30 days to determine whether a state of emergency continues to directly impact the ability of the Council to meet safely in person, or whether state or local officials continue to impose or recommend social distancing, until this Resolution is rescinded.

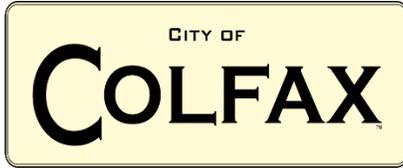
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 26th of October, 2022, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, September 28, 2022

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 **CLOSED SESSION** (No Closed Session)

2 **OPEN SESSION**

2A. **Call Open Session to Order** - Mayor Burruss called the open session to order at 6:02pm.

2B. **Report from Closed Session** – No Closed Session

2C. **Pledge of Allegiance**

2D. **Roll Call**

Present: Councilmember Lomen, Councilmember Fatula, Mayor Pro Tem Mendoza, and Mayor Burruss

Absent: Councilmember Ackerman

2E. **Approval of the Agenda Order**

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

MOTION made by Councilmember Fatula and seconded by Councilmember Lomen, and unanimously approved.

3 **CONSENT CALENDAR**

3A. **Fiscal Year 2022-2023 Local Transportation Funds and State Transit Assistance Funds Claim Documentation**

Recommendation: Adopt Resolution 39-2022 authorizing the City Manager to file claims or execute agreements for:

1. Fiscal Year 2022-2023 Local Transportation Funds in the amount of \$160,130 for streets and roads purposes (Article 8 – Section 99400 of the California Public Utilities Code), and
2. Fiscal Year 2022-2023 State Transit Assistance Funds of \$455 for contracted transit services (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).

Fiscal Year 2022-2023 State Transit Assistance Funds of \$18,543 for transit capital (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).

3B. **Sewer System Management Plan Update**

Recommendation: Adopt Resolution 38-2022 authorizing the City Manager to execute a consultant agreement with Wood Rogers Inc. for a Sewer System Management Plan update in an amount not to exceed \$25,416.

3C. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 09/14/2022.

End of Consent Calendar

By **MOTION**, approve the consent calendar with the exception of Item 3A.

MOTION made by Councilmember Lomen and seconded by Councilmember Fatula, and unanimously approved.

Councilmember Fatula requested Item 3A to be pulled for discussion and asked why funding allocations for gas tax was down 11%. City Manager, Wes Heathcock said he would follow up with the Financial Director and suggested that PCTPA would be helpful to include in the

discussion.

By **MOTION**, approve Item 3A pending feedback from the State and PCTPA.

MOTION made by Councilmember Fatula and seconded by Councilmember Lomen, and unanimously approved.

4 AGENCY REPORTS

- 4A. **Placer County Sheriff Office** – Deputy John Tannarome spoke about routine calls for service in Colfax.
- 4B. **CHP** – Public Information Officer Chris Nave spoke about a recent vehicle pursuit involving suspects who were wanted for theft. Councilmember Fatula asked about advice to business owners and Tim Dion asked about thefts and robberies.
- 4C. **Placer County Fire/CALFIRE** – Battalion Chief Jeff Loveless provided an overview of recent operations and receiving funding for new medical bags as well as the status of Rescue Engine 36. Councilmember Fatula asked for an update on the Union Pacific (UP) hazardous fuel reduction. The City Manager explained the City worked with UP to mitigate fuels along the railroad tracks and mastication was performed.
- 4D. **Non-Profits** – Councilmember Fatula relayed a request from Fred Abbott requesting feedback regarding Railroad Days. Council decided to send a letter of thanks for hosting the event. Andy Giannini, Superintendent of Colfax Elementary School District spoke about his plan for the district and interacting with the community. Jim Dion expressed support and Councilmember Lomen and Mayor Burruss expressed appreciation.

5 PRESENTATION (No Presentation)

6 PUBLIC HEARING

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**

Planning Director, Emmanuel Ursu provided an overview of the project. The applicants Leif and Wendy Lowery described their plans and stated that the public could receive updates at squarenail.com. They projected that the tentative date of completion would be summer 2023.

Public comment taken from Jane F. Gallagher who asked about angled parking and potential traffic issues. The Planning Director explained the plan for parking and traffic.

Council expressed their excitement for the project.

6A. **10 E. Grass Valley Street, Colfax Hotel (APN 006-072-001)**

Recommendation: Adopt Resolution 40-2022 approving the Historic Design Review, Conditional Use Permit, and Variance applications to restore and renovate the Colfax Hotel at 10 E. Grass Valley St (APN 006-072-001).

By **MOTION**, approve Item 6A.

MOTION made by Mayor Pro Tem Mendoza and seconded by Councilmember Fatula, and unanimously approved.

7 PUBLIC COMMENT

Tim Dion spoke about a bill that Governor Newsom signed that made changes to existing law. Chris Nave announced the Colfax Cornhole Tournament would be held on Saturday, October 1st. Kim Douglass gave praise to the new hotel owner. City Attorney, “Mick” Alfred Cabral stated that he would send Council the recent cannabis legislation that Tim Dion had brought up.

8 **COUNCIL AND STAFF**

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Fatula asked if there was an update on the pavement management plan. City Manager, Wes Heathcock explained that staff is seeking a comprehensive scope with price tag. Mayor Burruss spoke about insurance moratoriums and provided advice to residents experiencing increases to their premiums.
- 8B. **City Operations Update – City Manager** – City Manager, Wes Heathcock explained that Project Go is currently active in the community. Mayor Burruss emphasized applying for the program for qualifying residents.

9 **COUNCIL BUSINESS**

- 9A. **Bear River Campground Management/Planning**
Recommendation: Review and discuss the draft Bear River Campground Management/Planning letter to the board of Supervisors and provide staff direction. Larry Hillberg provided comment advocating to keep the area as a local and regional use park. Councilmember Lomen expressed the desire to keep the campground and designated area with camp stoves. It was agreed to have all of Council sign the letter to the Placer County Board of Supervisors.

10 **GOOD OF THE ORDER**

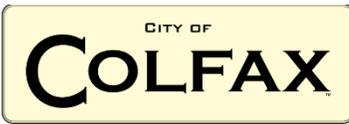
Councilmember Lomen said he would be meeting with the City Manager to collaborate on a Hazardous Vegetation Ordinance flyer and discuss improvement possibilities along the railroad. Mayor Burruss promoted a community meeting on Monday, October 3rd that would involve discussion of a Transient Occupancy Tax on the ballot.

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:22 pm. Respectfully submitted to City Council this 26th day of October, 2022.

Marguerite Bailey

Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE OCTOBER 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
Subject: Sunbelt Rentals - Rental Charges

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$12,947	Fund(s): 250, 560, 561
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to compensate Sunbelt Rentals for equipment charges in an amount not to exceed \$12,947.

Summary/Background

On July 7, 2022, the Public Works Vermeer vacuum trailer was taken to a RDO Equipment Co. (Construction equipment supplier) to complete vital repairs that were needed because the machine had been experiencing numerous mechanical issues. Having a vacuum trailer onsite at the Waste Water Treatment Plant is crucial in the event of an emergency. The Director of Public Works secured a rental vacuum trailer from Sunbelt Rentals as directed by the City Manager. The rental was intended to be short term as RDO had informed staff that their repair back logs were minimal, and repairs would be addressed promptly. Approximately two weeks later, staff then received information from RDO stating that numerous issues were identified and parts had been ordered to complete repairs. Due to on-going supply chain delays RDO was uncertain on how long the deliveries would take.

Roughly three weeks later, in late July, staff received further correspondence from RDO stating they had received the parts and completed the scheduled repairs. However, after further diagnostics were completed, RDO again determined additional repairs were needed. RDO informed staff that further diagnostics and troubleshooting with the engine manufacturer (Kohler) had to be completed to locate the problem as the motor was still experiencing severe operational issues.

During this time, Sunbelt Rentals did not email any invoices or attempt to contact staff requesting payment for their machinery rental. The Public Works Director contacted Sunbelt Rentals in late September to inquire about the current charges. He was informed that the current charges were more than \$17,000. The City Manager was informed of the situation and directed the Public Works Director to return the vacuum trailer to Sunbelt Rentals immediately and utilize Hansen Brothers Construction for further emergency sewer on call work.

The Administrative Analyst was able to negotiate the rental cost down to \$12,947, which exceeds the City Manager's signing authority by \$2,947. It is in the best interest of the City to avoid negative repercussions of not paying the charges. The City Manager has taken steps to ensure future operational costs do not exceed policy limits and/or they are preapproved by council before expenditures are made.

Fiscal Impacts

The rental charges to be paid to Sunbelt Rentals will be funded by Funds 250, 560, 561 with a not to exceed amount of \$12,947.

Attachments:

1. Resolution __ - 2022

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO COMPENSATE SUNBELT RENTALS FOR EQUIPMENT CHARGES IN AN AMOUNT NOT TO EXCEED \$12,947

WHEREAS, the Waste Water Treatment Plant relies on having a vacuum trailer on site in the event of an emergency. On July 7, 2022 the Public Works Vermeer vacuum trailer was taken to complete vital repairs due to numerous mechanical issues; and,

WHEREAS, a vacuum trailer was rented from Sunbelt Rentals while repairs were being completed on the City's vacuum trailer; and,

WHEREAS, the City negotiated outstanding rental charges originally billed at \$17,000 down to \$12,947; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to compensate Sunbelt Rentals for equipment charges in an amount not to exceed \$12,947.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of October 2022 by the following vote of the Council:

AYES:

NOES:

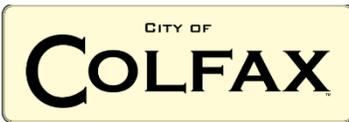
ABSTAIN:

ABSENT:

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE OCTOBER 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Vacuum Trailer Service Repairs – RDO Equipment Co.

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$16,534	Fund(s): 250, 560, 561
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to approve RDO Equipment Co. repairs to the City’s vacuum trailer in an amount not to exceed \$16,534.

Summary/Background

The City’s vacuum trailer was taken to RDO Equipment Co. (RDO) for maintenance repairs in early July 2022. Over the course of several months, RDO diagnosed and repaired several key equipment functions to get the equipment to function on a limited basis. The cost to perform the diagnostics and repairs was \$4,106.

The vacuum trailer engine has suffered damage due to a bad fuel injector overdosing fuel into the cylinder, thereby, contaminating the engine oil viscosity. Additionally, inconsistent maintenance contributed to the engine deterioration. The vacuum trailer motor will need to be replaced soon. RDO has provided the attached quote to purchase and install a new motor in the amount of \$10,925. The lead time to receive a replacement motor is between 3 to 12 months.

The combined values of the current repairs and the future motor replacement exceeds the City Manager’s signatory limit; therefore, staff is requesting Council authorize the City Manager to approve the RDO repairs to the City’s vacuum trailer in an amount not to exceed \$16,534.

Fiscal Impacts

The RDO equipment service is funded by Funds 250, 560, 561 with a not to exceed amount of \$16,534 that includes a 10% contingency.

Attachments:

1. Resolution __ - 2022
2. RDO Service Estimate – Motor Replacement

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO APPROVE RDO EQUIPMENT CO. REPAIRS TO THE CITY’S VACUUM TRAILER IN AN AMOUNT NOT TO EXCEED \$16,534

WHEREAS, RDO Equipment Co. diagnosed and repaired several key equipment functions to get the equipment to function on a limited basis; and,

WHEREAS, the vacuum trailer is in need of additional work to replace the engine; and,

WHEREAS, the combined values of the current repairs and the future motor replacement exceeds the City Manager’s signatory limit; therefore, staff is requesting council authorize the City Manager to approve the RDO repairs to the City’s vacuum trailer in an amount not to exceed \$16,534.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of Colfax authorizes the City Manager to approve the RDO Equipment Co. repairs to the City’s vacuum trailer in an amount not to exceed \$16,534.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 26th of October, 2022, by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk



RDO Equipment Co.
3980 Research Dr
Sacramento, CA 95838
916-643-0999
Fax: 916-643-0998
www.rdoequipment.com



Ship to: CITY OF COLFAX
33 S MAIN STREET
COLFAX CA 95713

Branch
76 - SACRAMENTO

Date 10/11/2022 Time 12:27:24 (O) Page 1
Account No. 2313045 Phone No. 5303402313 Estimate No. 009076

Invoice to: CITY OF COLFAX
33 S MAIN STREET
COLFAX CA 95713

Ship Via Purchase Order

Tax Exemption Number Federal ID Number

Salesperson
W00

ESTIMATE EXPIRY DATE: 10/15/2022

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 01 *****

Stock #: X755612 500 GALLON STANDARD MS #: 5HZBF1628HLLH1470
Make: VE Model: LP573XDT
Is to have the following work done

Diagnostic

CONDITION:

-Engine running issues.

CAUSE:

- Multiple conditions of failure caused by low compression readings Cyl #1 270,#2 285,#3 290 psi. A good reading is 400psi
-#1 valve not seating causing inconsistent leak down test results, 80% leakage read during testing.
-Two injectors damaged with faulty tips causing fuel leakage in cylinders caused by debris and inconstant running conditions.
-Inspected intake for signs of debris found cyl #1 intake valve caked with dirt and oil.

CORRECTION:

- Troubleshoot fuel injection system finding damaged injectors removed and replaced Injectors
-Troubleshoot motor checking compression and performing a leak down test, as well as visual inspecting valves and identifying excessive build up of debris and oil.

MISCELLANEOUS CHARGES: Table with columns Description, Price, Amount. Rows: HAZARDOUS MTL (80.00, 80.00), SRV ACCESSORIES (150.00, 150.00)

Labor: 740.00
Miscellaneous: 230.00
Subtotal: 970.00

Authorization: _____

SIGNATURE _____

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.



RDO Equipment Co.
3980 Research Dr
Sacramento, CA 95838
916-643-0999
Fax: 916-643-0998
www.rdoequipment.com



Ship to: CITY OF COLFAX
33 S MAIN STREET
COLFAX CA 95713

Branch
76 - SACRAMENTO

Date 10/11/2022 Time 12:27:24 (O) Page 2
Account No. 2313045 Phone No. 5303402313 Estimate No. 04 009076

Invoice to: CITY OF COLFAX
33 S MAIN STREET
COLFAX CA 95713

Ship Via Purchase Order

Tax Exemption Number Federal ID Number

Salesperson
WOO

ESTIMATE EXPIRY DATE: 10/15/2022

SERVICE ESTIMATE - NOT AN INVOICE

***** Segment 02 *****

Engine R&R (only)

CONDITION:

-Remove and replace engine.

CAUSE:

-Multiple points of failure caused by low compression and dirt ingestion.

Table with 5 columns: Part#, Description, Qty, Price, Amount. Rows include PA-KDW1003-1501, FRT, and 99661002.

Parts: 8567.42
Labor: 1387.50
Subtotal: 9954.92

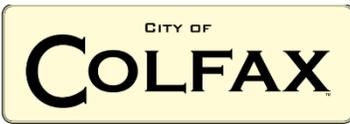
Authorization: _____

Parts: 8567.42
Labor: 2127.50
Miscellaneous: 230.00
TOTAL: 10924.92

Stocked parts can be returned within 30 days with copy of invoice. Special order parts \$20.00 and up may be returned within 30 days with copy of invoice. 20% restock charge will apply to all special order parts. All sales are final on special order non-returnable parts. All parts must be new, uninstalled and in original packaging. No returns on electrical components. No refunds on freight charges.

SIGNATURE _____

TERMS AND CONDITIONS: All invoices are due Net-20 days from the invoice date or in accordance with the terms of your account agreement. Please refer to your finance agreement for details.



Staff Report to City Council

FOR THE OCTOBER 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Sewer Collection System and Waste Water Treatment Plant Improvements Grant – Suspended Air Flotation System Sole Source Purchase and Wood Rodgers Agreement Amendment

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$106,960	Fund(s): 575
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing:

1. City Council finds that the sole sourcing requirement in the California Public Contract Code § 3400 has been met and authorizes bid documents to include sole sourcing of the SAF System from Heron Innovations Inc.
2. The City Manager to execute an amendment to the Wood Rodgers Agreement dated June 24, 2021 by increasing funding in an amount not to exceed \$106,960.

Summary/Background

On November 29, 2021, the City of Colfax received a construction grant totaling nearly \$5.6 million dollars from the State Water Resource Control Board's (SWRCB) Clean Water State Revolving Funds (CWSRF). The grant is funding three sewer related projects, including: a solar system at the Waste Water Treatment Plant (WWTP), an algae control system at the WWTP, and citywide stormwater inflow and groundwater infiltration (I&I) mitigation.

The solar system construction began in early 2022 and should be completed in one to two months. Final design of the algae control project is nearly complete and will be bid for in the next few months. Design of the I&I mitigation project is ongoing, but should be completed and bid for in the next few months.

Algae Control Sole Source Finding & Authorization

The Algae Control Project was developed by City staff because treated and partially treated wastewater stored in ponds at the WWTP must be removed and sent to the WWTP. During warmer months the ponds grow algae that inhibits the wastewater treatment process. The Algae Control Project will add a specialized treatment process called Suspended Air Flotation (SAF). A SAF system can separate the algae from the rest of the pond water to mitigate the inhibiting effect of the algae on the treatment plant.

In May of 2020, City staff pilot tested a SAF system at the WWTP using algae contaminated pond water. The pilot test performed well and demonstrated the ability of the SAF system to effectively remove the algae from the Colfax WWTP storage pond.

SAF technology is a proprietary system available from one manufacturer located in Rocklin, CA, Heron Innovators, Inc. While there are other algae control technologies, mainly Dissolved Air Flotation (DAF), City staff and its engineering consultant, believe that SAF is a better fit for the City for this application. While DAF systems have been around longer, they require more energy and take up more space than a SAF system. Additionally, after City staff reached out to agencies around Northern California that use either a DAF or a SAF system, they determined that those agencies were more supportive of SAF systems. Compared to DAF systems, SAF systems are lower cost to purchase and about the same cost or lower to operate due to the lower energy

costs. The City's consultant, Nexgen, received quotes in 2020 for DAF and SAF systems that were \$345,000 and \$270,000, respectively. Furthermore, SAF systems take up less space, which will save ancillary costs.

Due to the successful pilot testing of the SAF system at the City's WWTP, the necessity for less energy consumption, taking up less space, and costing less than a comparable DAF system, City staff elected to install a SAF system as part of the Algae Control Project. Since SAF is a proprietary technology, manufactured by only one firm in the United States, who advantageously is in Rocklin, CA, City staff recommends finding that sole sourcing the SAF System from Heron Innovators Inc. is acceptable. Heron Innovators has agreed to supply the SAF System for the project per their enclosed proposal. This cost is higher than their \$270,000 quote in 2020 due to cost increases in materials and labor, plus general inflation.

California Public Contract Code § 3400(c)(3) allows an agency to sole source a "product or thing" if necessary because it is only available from one source.

Authorization to amendment Wood Rodgers contract

As mentioned above, the improvement plans for the Algae Control project are nearly complete, however, City staff and its consulting engineers identified three substantial improvements to the WWTP that, if included in the Algae Control plans, would enhance both the SAF system operations and the WWTP. These improvements include:

- Automation of the WWTP recycled water supply pumps.
- Replacement of the WWTP control computers and software.
- Final abandonment of an antiquated motor control cabinet at the old chemical building.

The reasons that these additional improvements will help with operation of the SAF system and the WWTP is explained in detail in the enclosed contract amendment proposal prepared by Wood Rodgers; therefore, further explanation is not provided here.

City staff reached out to SWRCB to confirm that the improvements, if added to the Algae Control plans, will be reimbursable with the CWSRF construction grant fund. SWRCB indicated that it should be, but the City is still waiting for formal, written confirmation. This is the reason for an authorization to amend Wood Rodgers' contract with the City. Wood Rodgers is contracted to provide project management, design and construction support services for the entire project for \$555,560. Adding the above improvements to the plans, will increase the contract by \$55,700 with an additional \$7,260 proposed for construction related reviews and inspections of these additional items of work.

The amendment proposal from Wood Rodgers includes increases to other scopes of work. The budget for design management, I&I Mitigation design and solar system construction administration is nearly exhausted and, based on current experience with the project, both City staff and Wood Rodgers do not believe the remaining budgets are sufficient to carry these task items to the end of the project. The original cost estimates are insufficient for the solar project due to completion delays, unanticipated volume of the project, and it being out of scope. The original cost estimates are insufficient for the I&I Mitigation project due to design management, and out of scope design. The total proposal cost increase for these items of work is \$44,400. The original contract with Wood Rodgers, dated June 24, 2021, was based on time and material scopes; therefore, contract budgets should be updated with authorization of the City.

Conclusions and Findings

City staff and the City's consultants have determined that SAF technology and a SAF system is a preferred algae control system over a comparable system using DAF technology. The Algae Control Project will sole source the SAF system. It is recommended that City Council adopt the enclosed Resolution finding that, because there is only one supplier of the SAF system in the United States, and no known foreign manufacturers, the sole source requirements have been met in California Public Contract Code § 3400.

Furthermore, City staff and the City's consultants have determined that those additional improvements to the WWTP listed above will benefit the SAF system operation and the WWTP. There will be an additional cost of \$62,960 incurred by Wood Rodgers to add these features into the Algae Control improvement plans. These costs are expected to be reimbursable through the existing CWSRF funding agreement # D2101007, SWRCB Project No. C-06-8479-210.

Lastly, the cost of various items of work are close to exceeding the budget in the contract between Wood Rodgers and the City. In accordance with the Consulting Agreement, the City must approve, in writing, all increases to the originally agreed upon budget. The increase to the budget for design management, I&I Mitigation project design, and solar system construction administration totals \$44,400.

Fiscal Impacts

The cost of the SAF System will be provided in the bid documents during public bidding of the Algae Control Project so the overall cost of the bids proposals will include \$489,224 based on Heron Innovations Inc. proposal. The Wood Rodgers contract amendment (\$106,960) is reimbursable from the CWSRF funding agreement # D2101007, SWRCB Project Number C-06-8479-210.

Attachments:

1. Suspended Air Flotation Sole Source/Purchase Resolution __ - 2022
2. Heron Innovations Inc. Suspended Air Flotation Systyem Proposal Dated October 19, 2022
3. Wood Rodgers Agreement Amendment Resolution __ - 2022
4. Wood Rodgers Agreement Proposal Dated October 7, 2022

City of Colfax

City Council

Resolution No. ___-2022

CITY COUNCIL FINDS THAT THE SOLE SOURCE REQUIREMENTS IN CALIFORNIA PUBLIC CONTRACT CODE § 3400 HAS BEEN MET AND THE CITY COUNCIL AUTHORIZES THE BID DOCUMENTS TO INCLUDE SOLE SOURCING OF THE SAF SYSTEM BY HERON INNOVATIONS INC. SPECIFIED AS SOLE SOURCE

WHEREAS, the City of Colfax will invite bids to construct an algae control system at the City's Waste Water Treatment Plant; and,

WHEREAS, the City will be specifying a Suspended Air Flotation System (SAF); and,

WHEREAS, the SAF system is proprietary with only one manufacturer, Heron Innovations Inc., in the United States and no known other manufacturers in the world; and,

WHEREAS, California Public Contract Code § 3400(c)(3), requires that an agency sole sourcing products or things through a public works project must find that the project or thing is only available through one source.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax finds that the sole sourcing requirement in California Public Contract Code § 3400 has been met and City Council authorizes the bid documents to include sole sourcing of the SAF system by Heron Innovations Inc.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of October 2022 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk



Suspended Air[®] Flotation System
SAF[®]

Proposal

October 19, 2022

Proposal to: City of Colfax
Colfax CA
Joe DiGiorgio; Nexgenum
Project: Primary Lagoon WW Treatment

Proposal No.: 2058c-22

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III. OPERATING AND DESIGN PARAMETERS 5

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V. WARRANTY AND CONDITIONS OF SALE 8

Prepared By: John Barsotti, Heron Innovators, Inc.
Represented By: David Ban-MISCO WATER

I. PRICE AND DELIVERY SUMMARY**Heron Innovators Suspended Air® Flotation System Pricing**

Line	SAF® Flotation System	Price
	<i>ClearFloater (304L SS), ClearMixer, Skimmer, L-Catwalk, Ladder, Basic Controls w/VFDs</i>	
1	Heron Model CF125 Flotation Cell	
		Quantity x 1
	<i>SAF® Froth Generation System</i>	
2	Heron Model F50 Froth Generator	
		Quantity x 1
Total Flotation System Purchase Price (USD)		\$226,789

Ancillary Equipment		
	<i>Heron System Integration</i>	
3	Single System Skid - Wired, Plumbed, and Tested Factory	
	<i>Influent Feed System</i>	
4	Centrifugal Feed Pump w/VFD - Skid Mounted, Not Self-Priming	
	<i>Flow Measurement</i>	
5	Magnetic Flowmeter	
	<i>Flocculation Tubes</i>	
6	8"x 100' DR17 HDPE, Plug-Flow Serpentine, 304SS Stand, 3-way Polymer Manifold	
	<i>Skimmed Solids Pump</i>	
7	Positive Displacement Lobe Pump w/ VFD	
	<i>pH Measurement and Adjustment</i>	
8	Not Included	
	<i>Acid/Caustic Double-Lined Safety Working Tanks</i>	
9	Not Included	
	<i>Coagulant Supply</i>	
10	Metering Pump and Stand	
	<i>Polymer Supply</i>	
11	Polymer Dilution System and Metering Pump	
	<i>Automated Flush System for Shutdown</i>	
12	Motorized Butterfly Valves (Utilizes Skid-Mounted Feed Pump)	
	<i>Control Panel</i>	
13	Controls Cabinet Upgrade - Rockwell A/B PLC, HMI, VFDs, 480V, 304SS, NEMA 4X	
Ancillary Equipment Purchase Price		\$262,435
		Quantity x 1
Total Ancillary Equipment Purchase Price		\$262,435

Grand Total System Price (USD)		\$489,224
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Taxes and Fees

Prices do not include any federal, state, local sales, use or other taxes. Any fees or permits, such as regulatory/building permits, are NOT included and are not the responsibility of HII.

Installation

Installation for the Heron Innovators Suspended Air® Flotation System and/or any ancillary equipment listed above in this proposal is the responsibility of the Customer. Skid mounted options are delivered completely assembled.

Engineering, Startup, Training Assistance

HII will submit appropriate general arrangement and/or floc mixer drawings for approval within 2 weeks following receipt of a Purchase Order from Customer and Customer's delivery of existing applicable drawings to HII.

Up to three (3)-days of on-site service by an HII Field Service Engineer is included for startup and training of Customer personnel.

HII shall provide Customer an Operation and Maintenance Manual for the Equipment, including all equipment technical manuals, spare parts lists, schematic drawings, equipment outline drawings. HII shall provide Customer with a text description regarding the operation, troubleshooting, and normal maintenance procedures for the System and/or Equipment, as applicable.

If additional service days beyond the above-described HII-provided training and support are required because of delays beyond the control of HII or as desired by Customer, they will be billed at the rates indicated in the attached Customer Field Services Schedule of Charges included herein.

Delivery

All prices and delivery terms are FOB point of manufacture. Freight to be prepaid and add. Delivery is estimated at 16-20 weeks after approval/signature of the Drawings. For skid mounted systems, add 4 weeks.

Deliveries quoted above are estimates and will be confirmed by HII with Customer after receipt of written order or approved drawings if required. If shipment is delayed per a written request of Customer delivered to HII prior to shipment, the balance payable by Customer to HII for the Equipment and any related fees will be due net 30 days from the originally scheduled ship date or date the Equipment is ready to ship, whichever is later.

Payment Terms

30% with purchase order
30% with return of approved drawings
30% prior to shipment
10% on start-up; not to exceed 60 days after receipt

Warranty and Conditions of Sale

Attached.

Quote Validity

March 31,2023 (Friday)

II. GENERAL DESCRIPTION OF SAF[®]

Benefits of the SAF[®] Process

The process of using SAF[®] to bind particles is more effective than traditional flotation methods due to a combination of micro-bubble surface tension and charge.

The SAF[®] Generator uses either anionic or cationic surfactant tailored to the prescribed chemical regiment to produce charged microbubble froth that is approximately 40% air by volume, which is considerably higher than with competing technologies, e.g. dissolved or induced air flotation.

Surfactant is fed at a concentration of 0.15-1ppm, depending on the waste stream. Most or all of the surfactant is skimmed and discharged with solids from the flotation cell. Increased rise rate and stability of floated solids result in more effective separation and smaller footprint than competing technologies. In addition, the charged microbubbles are produced independent of the process stream and are therefore unaffected by process temperature. This also provides very quick start-up of treatment processes (usually < one minute).

Downstream dewatering and SAF[®]

SAF[®] produces a solids blanket that is comparatively more stable than competing flotation technologies. SAF[®] solids tend to drain water more easily, yielding a drier product to reduce disposal costs and/or reduce loading and associated costs of downstream dewatering processes.

III. OPERATING AND DESIGN PARAMETERS

Process Conditions		
Influent flow rate (maximum)	350 gpm	22.08 l/s
Influent flow rate (average)	350 gpm	22.08 l/s
TSS - maximum (design-not to exceed)	175 mg/l	175 mg/l
TSS - average	80 mg/l	80 mg/l
FOG - maximum (design-not to exceed)	0 mg/l	0 mg/l
FOG - average	0 mg/l	0 mg/l
pH	6 - 8	6 - 8
<u>Operating Schedule</u>		
Hours/day	24.0 hrs/day	24 hrs/day
Days/year	365 days/yr	365 days/yr
<u>Effluent Criteria</u>		
Total suspended solids (TSS)	>95% removal efficiency	
Equipment Design		
Flotation cell model number	CF125	CF125
Quantity	1	1
SAF® generator model number	F50	F50
Quantity	1	1
SAF® generator flow capacity (ea)	13.0 gpm	0.82 l/s
Froth max flow requirement (ea)	3.5 gpm	0.22 l/s
Froth avg flow requirement (ea)	3.5 gpm	0.22 l/s
Total effective flotation surface area (ea):	17.5 ft ²	1.63 m ²
Total max solids loading (ea)	1.75 lbs/ft ² /hr	8.55 kg/m ² /hr
Hydraulic loading (effective flow)(ea)	20.00 gpm/ft ²	48.89 m ³ /m ² /hr
Estimated Operating Costs		
<u>Floc Aid</u>		
Estimated usage @ avg load (total)	389 gal/yr	1,472 l/yr
<i>Option 1 - 55 gal (208 l) drums</i>		
Drums/year	7.1 drums/yr	7.1 drums/yr
Projected annual \$ USD	\$10,426 /yr	\$10,426 /yr
<i>Option 2 - 265 gal (1000 l) totes</i>		
Totes/year	1.5 totes/yr	1.5 totes/yr
Projected annual \$ USD	\$6,600 /yr	\$6,600 /yr
<u>Energy</u>		
Flotation horsepower (ea)	1.0 HP	1.0 HP
Froth generator horsepower (ea)	5.0 HP	5.0 HP

IV. SCOPE OF SUPPLY

Items to be supplied and work to be completed by HII:

ClearFloater Flotation Cell

Prior to entering the ClearFloater, influent travels through a plug-flow serpentine mixer to enhance conditioning (coagulation and flocculation) of suspended solids. Influent then travels into the ClearMixer, where SAF[®] froth is fed into an upstream port and thoroughly mixed to react with the solids. The ClearMixer rotation is controlled by a VFD speed controller to optimize air-to-solids reaction without shearing the flocculated solids.

The rectangular geometry and internal design of the ClearFloater provides optimum solids rise and separation along the entire length of the flotation cell. The effluent side of the unit includes an integral baffle to prevent short-circuiting of the clarified liquid. The tank bottom is "V" or cone-shaped for drainage for cleaning or bottom solids collection and discharge if so equipped. The tank structure is reinforced to ensure that the tank walls remain parallel.

Floated solids are removed by a full width chain and flight skimming mechanism. The flights are formed from light gauge stainless steel or fiberglass "C" channel. The flights are supported by polymeric type pental or nickel-plated mild steel chain. A gear reducer and VFD-controlled motor drives the skimmer. Solids are pushed up an incline "beach" that allows water to backflow into the tank. Solids then fall into a solids hopper and chute to either a collection bin or solids transfer pump.

The effluent side of the flotation cell has an adjustable overflow weir for discharge of the clarified effluent into a collection chamber. The weir adjustment sets the water level in the flotation tank and skimming depth of the dewatering beach.

SAF[®] Generator

The SAF[®] Generator is rated to continuously deliver a charged micro-bubble emulsion containing approximately 40% air by volume at a discharge pressure of at least 5 psig.

Skid-Mounted System

Skid-mounted systems provide platforms for complete integration of SAF[®] equipment and necessary ancillary components at the factory. All equipment is wired, plumbed, and tested for proper operation prior to shipment. This option provides the benefit of plug-and-play installation and commissioning to reduce on-site integration time and costs.

Materials of Construction

The tank shell, welded internals, and internally fastened tank parts will be 304L stainless steel. All plate will be minimum 3/16" thick unless otherwise noted. All external joints will be seal-welded and leak tested prior to shipment. All welded pipe members, fittings, and flanges will be 304L stainless steel. Interconnecting piping, fittings, and flanges will be minimum schedule 40 PVC unless otherwise noted.

Surface Coatings

All painted surfaces are in accordance with the latest Occupational Safety and Health Administration standards.

Items to be supplied and work completed by Customer

1. Installation of the supplied components per HII instruction.
2. Mounting pad and required secondary containment.
3. 560/480V, 3 phase power connected to the control panel as appropriate.
4. Plumbing, control wiring, and general electrical connections per P&ID and GA drawings.
5. Influent water piping connected to connection points.
6. Connection to flotation cell discharge collection box and bottom drain.
7. Provision for solids collection.
8. Operator to perform daily checks and equipment operation.
9. Any connections for remote alarms or remote monitoring.
10. Instrumentation other than quoted.

V. WARRANTY AND CONDITIONS OF SALE

Availability

This Proposal is subject to the availability of material when Customer's Purchase Order is received by HII. If specified items are not available, substitutions and price adjustments may be applied to Customer's Order with prior approval from Customer.

Order; Cancellation/Suspension of Order

After HII written acceptance of Customer's Purchase Order referencing this Proposal, the Purchase Order, together with the terms of this Proposal (together being an "Order") shall be and become a binding legal agreement between and is not subject to cancellation, suspension, or delay, except upon payment by Customer of appropriate charges which shall include all costs incurred by HII to the date of cancellation, suspension, or delay, plus a reasonable profit. Additionally, all fees and expenses related to the storage of any Equipment purchased pursuant to any Order, at any HII plant or elsewhere, shall be Customer's sole responsibility, and all risks incidental to such storage shall be borne by Customer.

Warranty and Conditions of Sale

HII, Conditions of Sale and HII, Warranty are attached and are incorporated by this reference into this Proposal. Warranty and service policies are limited to the, SAF™ Generators, HII Contact Chambers and ClearFloater™. Equipment and parts, which are neither of HII's, manufacture not integral to HII equipment will be subject to warranty and service policies of the respective manufacturers.

Two (2) sets of installation, operation and maintenance manuals will be supplied. Approval drawings will be submitted if requested. Quoted delivery is after HII receipt of returned approved drawings.

Installation and start-up of the equipment or system and interconnecting piping is by others and is not included in the base price of this proposal unless specifically stated.

The information contained in this proposal is to be considered proprietary and will not be distributed without the written consent of HII.

Payment terms are net thirty (30) days from the date of the invoice. Invoices in arrears for longer than sixty (60) days will be subject to an interest charge of the lesser of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, applied to the unpaid balance. Prior to shipment of goods, an approved credit application must be on file at HII.

Acceptance

Any Purchase Order resulting from this offering is subject to the approval and written acceptance by an authorized officer of HII. **HII STANDARD CONDITIONS OF SALE ARE ATTACHED AND WILL BE CONSIDERED A PART OF THIS OFFERING.**

Exhibit A**HERON INNOVATORS, INC.
WARRANTY AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS**

Equipment manufactured and sold by Heron Innovators, Inc. (“HII”) is backed by the following Warranty:

For the benefit of the original Customer, HII warrants all new equipment to be free from defects in material and workmanship, and will replace or repair, at its discretion and F.O.B. its factories or other location designated by it, any part or parts returned to it which HII examination shall show to have failed under normal use and service by the original user within **one (1) year** following initial shipment to the purchaser. Such repair or replacement shall be free of charge for all items except for those items that are consumable and normally replaced during maintenance. Repair or replacement of such consumable items shall be subject to a pro-rata charge based on HII estimate of the percentage of normal service life realized from the item. HII obligation under this Warranty is conditioned upon its receiving prompt notice of claimed defects which shall in no event be later than thirty (30) days following expiration of the above warranty period and is limited to repair or replacement as aforesaid. This warranty applies to any installation services performed by HII or its subcontractors.

The warranty period applicable to any “Sealed Generator Module” is extended to **five (5) years if HII Floc Aid products are used.**

THIS WARRANTY IS EXPRESSLY MADE BY HII AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HII NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT INCLUDING NEGLIGENCE IN DESIGN OR MANUFACTURE. HII SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO USE OR INOPERABILITY OF ITS EQUIPMENT OR FOR ANY OTHER REASON WHATSOEVER.

This Warranty shall not apply to equipment or parts thereof which have been altered or replaced outside of an authorized HII facility or factory, or damaged by improper installation or application, or subject to misuse, abuse, neglect or accident.

This Warranty applies only to equipment (including integral components thereof) manufactured, assembled, and sold by HII. HII makes no warranty with respect to parts, coatings, accessories, or components manufactured by others. The warranty which applies to such items is offered by their respective manufacturers, except that HII does warrant that any special coatings applied to its equipment have been applied in accordance with their respective manufacturers’ recommendations.

Any process performance warranty is made in accordance with conditions explicitly detailed in each Proposal.

[Remainder of Page Intentionally Left Blank]

EXHIBIT B**HERON INNOVATORS, INC.****GENERAL TERMS AND CONDITIONS OF SALE**

1. **SCOPE:** Unless otherwise agreed in writing, the acceptance by Heron Innovators, Inc., (“HII”) of Customer’s Purchase Order is conditioned upon Customer accepting these Terms and Conditions (this “**Agreement**”). HII sells all of its equipment its equipment, including, but not limited to HII’s Suspended Air® Flotation System (“**SAF®**”), in accordance with the following terms and conditions.
2. **PRICES:** Prices are F.O.B. HII’s or its supplier’s plant, unless specifically noted otherwise in any HII Proposal. Prices do not include any federal, state or local sales, use or other taxes and taxes will be added to the sale price for Customer’s account.
3. **TERMS:** All credit terms are offered subject to Customer’s credit worthiness with said worthiness to be determined solely by HII in HII’s sole discretion. Full payment is due as indicated in the Order and late payment may be subject to a specified service charge. Customer shall pay the full invoiced amount to HII, regardless of any payment schedule between Customer and the project Owner (if applicable) or others. If Customer is in default in any payment, HII may offset any monies of Customer available to HII or in HII’s possession, declare all payments for work completed immediately due and payable, stop all further work until payments are brought current, and/or require advance payment for future shipments, all at the option of HII.
4. **ITEMS INCLUDED:** Each sale includes only the equipment described in the Order. Responsibility for proper operation of equipment if not installed or operated in accordance with HII’s instructions rests entirely with Customer. HII will supply only those safety devices, if any, described in the Order or in its Proposal and Drawings, and shall comply with those provisions of federal and state Occupational Health and Safety Administration (OSHA) regulations which Customer and HII have identified as specifically applicable to the manufacture of HII’s equipment hereunder. HII shall not be responsible for compliance with state or local safety and health statutes or regulations of special application unless it has accepted such responsibility in writing.
5. **SECURITY INTEREST:** HII retains a security interest in and right of repossession of any equipment that HII sells to Customer, until the full purchase price has been paid. Customer shall not encumber nor permit others to encumber the equipment provided under any Order by any liens or security instruments. If legal action is necessary to enforce Customer’s obligations under this clause, HII shall be entitled to recover its court costs and reasonable attorney’s fees, in addition to any other relief that HII is entitled, if HII prevails. Customer shall provide insurance for HII’s benefit to protect HII’s security interest against loss or damage to the equipment provided under the applicable Order, until the full purchase price is paid for the applicable equipment.
6. **SHIPMENTS AND DELIVERY:** HII will use its reasonable efforts to meet all shipment or delivery dates recited herein or in Customer’s Order, but any such dates are estimates only and are not guaranteed. HII shall have no liability to Customer for damages or penalties, direct or indirect, for any delay in shipment or delivery, whether such delay is minor or substantial, nor shall Customer have the right to declare a breach of contract because of any such delay. Delivery schedules are subject to prompt receipt by HII of all necessary information and instructions from Customer, including any required approval of drawings, and establishment of agreed terms of payment. Unless otherwise agreed, all shipments are F.O.B. HII’s factory and all claims for damage, delay, or shortage arising from any shipment shall be made directly against the carrier by the Customer. When shipments are specified F.O.B. destination, Customer shall inspect the equipment and shall notify the HII of any damage or shortage within seven (7) days of receipt. Failure to so notify HII shall constitute acceptance by Customer, relieving HII of liability for damage or shortage. Unless prohibited by Customer, HII shall be allowed to make partial shipments of completed items for payment under the terms of this Order.

7. **WARRANTY:** HII warrants equipment of its manufacture only, in accordance with its current Heron Innovators, Inc. Warranty Against Defects in Workmanship and Materials, as provided to Customer, which warranty is incorporated herein by this reference.
8. **PATENTS:** HII agrees that it will defend and indemnify Customer against damages arising from proceedings alleging that HII's equipment infringes any apparatus claim of a United States patent in force as of the date of this Order, provided HII is given prompt written notice of such proceeding or threat thereof under a patent, and Customer accords HII full control of the defense, applicable patent or fraud counterclaims, settlement or compromise thereof, and any recoveries there under. Customer agrees that it shall furnish to HII, on request, all needed information in possession of Customer and all assistance and authority to enable HII so to defend. HII will reimburse Customer for actual out-of-pocket expenses, exclusive of legal fees, incurred in rendering assistance at HII's request. The foregoing states the entire liability of HII with respect to patent infringement. Customer agrees that it will indemnify HII against all claims, demands, damages, penalties, costs and expenses to which HII may become liable by reason of any infringement or alleged infringement of a patent or patents arising out of the performance of this Order if the equipment is constructed and installed in accordance with Customer's detailed drawings or designs submitted to HII.
9. **CANCELLATION, SUSPENSION OR DELAY:** If Customer requests or causes a cancellation, suspension or delay of HII's work, Customer shall pay HII all appropriate charges incurred up to the date of such cancellation, suspension or delay, plus HII's overhead and reasonable profit. Additionally, all charges related to and risks incident to storage, disposition, and/or resumption of work shall be borne solely by Customer.
10. **LIMITATION OF LIABILITY:** HII SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE FOR ANY REASON WHATSOEVER, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT OR IN TORT, INCLUDING THEORIES OF STRICT LIABILITY AND NEGLIGENCE. THE REMEDIES STATED IN HII'S WARRANTY ATTACHED HERETO CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER FOR ANY DEFECT IN MATERIAL AND WORKMANSHIP OR PERFORMANCE FAILURE OF HII'S EQUIPMENT.
11. **CHARGES AND BACKCHARGES:** HII shall not be obligated to make any changes in or additions to the scope of work unless HII agrees thereto and an equitable adjustment is made to price and/or delivery schedule. HII will not approve or accept returns of or back charges for labor, materials or other costs incurred in modification, adjustment, service or repair of equipment unless previously approved in writing by an authorized employee of HII.
12. **CHANGES IN DESIGN:** With proper notification in writing to Customer, HII reserves the right to modify the design and construction of the equipment in order to incorporate improvements or to substitute material equal or superior to that originally specified. No charge shall be made to Customer for modifications made at HII's option.
13. **PROPRIETARY INFORMATION:** All information furnished by HII is solely for Customer's use in connection with the equipment purchased hereunder, and shall not be disclosed to any third party without the HII's prior written approval. The Trade Secret Apparatus (as defined below) and its design, including, but not limited to, its process functionality is a trade secret of HII, and shall not be disclosed to any third party without the HII's prior written approval.
14. **REGARDING PROTECTION OF HII INTELLECTUAL PROPERTY:** Customer will be receiving an SAF® from HII. An apparatus that contains trade secrets of HII ("**Trade Secret Apparatus**") will be enclosed within a Sealed Generator Module ("**Sealed Container**") that is a part of the SAF®. HII may, at its discretion, mark the Sealed Container with warnings indicating that the contents of the Sealed Container contain trade secrets of HII that are the confidential proprietary information of HII ("**Trade Secret Notices**"). In consideration for, and as a material term HII's agreeing to deliver the SAF® System to Customer, Customer agrees on behalf of Customer, Customer's employees, directors, officers, successors, agents, and representatives to: (i) take no action to access or remove

the Trade Secret Apparatus from the Sealed Container or remove any Trade Secret Notices from the Sealed Container; (ii) to compromise in any way, breach or weaken the integrity of the Sealed Container; (iii) take no action to analyze, inspect, view, reverse engineer or otherwise learn about the Trade Secret Apparatus or any aspect of the Trade Secret Apparatus; (iv) maintain the Trade Secret Apparatus and the Sealed Container only at the site where it was installed by HII, except with express permission from HII; (v) refrain from purporting to sell, transfer, assign, pledge, or mortgage the Trade Secret Apparatus or the Sealed Container; (vi) inform all its employees, officers, directors, successors, agents, and representatives and others who have access to the SAF® of the requirements of this Agreement; (vii) use best efforts to preserve the secrecy of the Trade Secret Apparatus and the integrity of the Sealed Container, including the use of its best efforts to protect the Sealed Container from disclosure to any third party; (viii) grant access to the area around the Sealed Container only to those with a bona-fide need for such access; and (ix) promptly disclose to HII any unauthorized disclosure of the Trade Secret Apparatus, or any violation of the foregoing obligations.

- 15. PRIMACY OF DOCUMENTATION:** If Customer shall deliver to HII any related purchase order, confirmation, or similar form or agreement containing any different or additional terms or conditions not set forth in an HII Proposal, or this Agreement, any such document shall have no force or effect, without HII's execution of such document, and in the event of a conflict between the terms of any such additional agreement, the terms of this Agreement shall control.
- 16. MISCELLANEOUS:** This Agreement shall be construed pursuant to the laws of the State of California, U.S.A. without regard to conflicts of laws provisions thereof. Any proceeding relating to this Agreement or the subject matter hereof shall be brought only in federal or state court in the County of Sacramento, California, and each party hereby generally and unconditionally submits to and accepts the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to or govern this Agreement or any performance under this Agreement or any aspect of any dispute arising from this Agreement. Any waivers or amendments to this Agreement shall be effective only if made in writing. This the applicable Order, and this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The applicable Orders and exhibits attached to or referenced in this Agreement are hereby incorporated by reference into and made a part of this Agreement and capitalized terms used in any Order or exhibit have the meanings given them therein or, if none, the meanings given them in this Agreement.

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EXHIBIT C**CUSTOMER FIELD SERVICES
STANDARD RATES AND CONDITIONS**

Heron Innovators, Inc. (“HII”) can provide on-site services by qualified Service Engineers pursuant to the following terms and conditions.

Services

The services provided are:

1. On-site SAF® generator and ClearFloater erection, supervision, commissioning, trial running and acceptance testing, and
2. After-sales service, which includes training, maintenance, inspection, troubleshooting, and on-site repairs.

Rates

No.	Item	Rate (not including applicable taxes)
1	Working days up to 8 hr.	US\$1,000/day
2	Working days over 8 hr.	US \$150/hr
3	Saturdays up to 8 hr.	US \$1,200/day
4	Saturdays over 8 hr.	US \$200/hr
5	Sundays and holidays up to 8 hr.	US \$1,200/day
6	Sundays and holidays over 8 hr.	US \$200/hr
7	Saturdays and Sundays not worked / traveled	US \$400/day

General Conditions

1. Charges apply from date of departure from the base point, Sacramento, California, until the date of return and include local travel. Travel time is considered service time and is chargeable at the rate applicable to normal working days when travel occurs on normal working days and at the rate applicable to weekends when travel occurs on weekends, to a maximum of eight (8) hours per day.
2. Waiting time is considered service time and is charged at the appropriate rate.
3. When work extends from one week to the next, but no work is performed on the weekend, Customer has the option of paying for Service Engineer’s round trip to base point, including travel time and expenses, or retaining the Service Engineer at the jobsite, paying living expenses and daily rates for Saturdays and Sundays not worked.
4. Engineering, parts, and materials supplied by HII in connection with field services work will be priced and invoiced separately from field services covered under these terms and conditions.
5. Unusual, hazardous or climatic extreme conditions existing in work areas will require individual review by HII at the time services are requested. Additional service charges or conditions may apply.
6. All international service is limited to a maximum of four (4) consecutive work weeks unless a contract extension is agreed to by HII prior to commencing field services.
7. Customer agrees to furnish free of charge all necessary office facilities, labor, parts, tools, instruments, and materials requisite to the installation, startup, or maintenance work performed. It is understood that HII will provide technical assistance, execution, guidance, advice, and counsel only, based on current engineering, manufacturing, installation, and operating practices.

8. Customer shall supply full details of local laws and safety regulations and shall take all steps that may reasonably be required to prevent injury to health and accidents to HII personnel at the jobsite. HII assumes no responsibility for jobsite health and safety, except for that of its own personnel.
9. HII provides no warranties or guarantees, either expressed or implied, in conjunction with field services. The liability of HII, whether arising from warranty, contract, or negligence, shall not exceed the costs of re-performing the service and such liability expires one (1) month from the date of completion of the field service.
10. Customer agrees to accept HII accounting of time and expenses. Upon request of the Customer, receipts will be furnished for common carrier travel, auto rental, lodging, and subsistence expenses.

Travel and Subsistence Expenses

1. All common carrier travel, auto rental, lodging, and subsistence incurred will be billed at cost plus then percent (10%) handling fee.
2. Preparation costs such as fees for inoculations, visas, and permits, will be billed at actual cost.

Payment Terms

Payment terms are net thirty (30) days from the date of the invoice. Invoices in arrears for longer than sixty (60) days will be subject to an interest charge of the lesser of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, applied to the unpaid balance.

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City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE WOOD RODGERS AGREEMENT DATED JUNE 24, 2021 BY INCREASING FUNDING IN AN AMOUNT NOT TO EXCEED \$106,960

WHEREAS, the Council approved Resolution 33-2021 on June 23,2021 which authorized the City Manager to execute an Agreement for Consultant Services (the Agreement) with Wood Rodgers for an amount not-to-exceed \$555,560 without prior written approval by the City; and,

WHEREAS, the City is requesting that Wood Rodgers provide additional design services for the Algae Control Project that are part of the Agreement, and that are estimated to require \$62,960 in additional design and construction support; and,

WHEREAS, additional budget for design management, I&I Mitigation design, and Solar System construction administration, that is part of the Agreement services, is needed to continue those services with Wood Rodgers; and,

WHEREAS, the total increase to the Agreement budget is \$106,960 for a new contract total of \$662,520.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to amend the Agreement for Consultant Services dated June 24, 2021 by \$106,960.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of October 2022 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk



October 7, 2022

Mr. Wes Heathcock
City of Colfax
P.O. Box 702
Colfax, CA 95713

**RE: Sewer Collection System and WWTP Improvement Project
Design Amendment #1
Professional Services Proposal**

Dear Wes:

The City and Wood Rodgers entered into the design and construction support agreement for the subject State funded project on August 24, 2021 after City Council approved the agreement through Resolution 33-2021. The scope of work includes design of the Algae Reduction System and the I&I Mitigation Project.

Algae Reduction System Design

Design of the Algae Reduction System is substantially complete; however, the design engineers identified additional modifications that would benefit the SAF process and the WWTP, as a whole. The suspended air flotation (SAF) process that makes up most of the Algae Reduction System will rely on the WWTP 3-Water supply system that is currently turned on manually. The 3-Water system includes two pumps that, when switched on, provide about 70 gpm of the Title 22 plant effluent water to the belt presses. The SAF process will also utilize the 3-Water system but at a much lower flow demand. The plant was constructed around 2007 with the understanding that the 3-Water system would be automated in the future. This fact is documented in the HDR improvement plans. We believe that the City will benefit by automating that system with construction of the Algae Reduction System for the following reasons.

The belt press is operated while plant staff are onsite, so they turn the 3-Water pumps on and off while running the press and it is never run when staff are not on hand. While the pumps were sized to supplying 3-Water to the belt presses, the SAF process, which will run continuously day and night, will require that the pumps continue running close to their shutoff head state. Pump shutoff head is a condition where the pumps are running but flow is at or close to zero so that the pump impellers experience the full head generating capacity of the pumps. In this state, the pumps will wear out and damage themselves at an accelerated rate.

It is for this reason that we believe the City will benefit from modification to the 3-Water system by introducing sensors and pressure regulators that will allow the pumps to be called when they are needed. At a minimum, the sensors and pressure regulators will include a hydroneumatic tank and a level or pressure switch. The hydroneumatic tank provides water storage and pressurized air that the 3-Water pump charge up while they are running. Once the tank is full or the air is pressurized to a set point, the level/pressure switch shuts the pumps off. When level or pressure falls below a second set point, the pumps automatically turn on to repeat the cycle.

Currently, the 3-Water system is either fully pressurized while the pumps are on, or fully depressurized when the pumps are turned off. When the hydroneumatic tank and switch is added then the system can be left on to run automatically when either 3-Water is needed for the belt press and/or for the new SAF process.

This automation will be control by the WWTP programmable logic controller (PLC) and supervisory control and data acquisition (SCADA) system. The PLC is outdated and does not have extra space to accommodate input and out (I/O) to/from the 3-Water system; therefore, the PLC must be replaced. In addition, the SCADA system is outdated and a security risk because it does not support new operating systems; therefore, that system will be replaced with a modern SCADA server and software.

Finally, the WWTP, including the Algae Reduction System, rely on an antiquated motor control center (MCC) that has been abandoned, except for two critical components. This contract amendment will allow Wood Rodgers to enhance the Algae Reduction System with plans to disconnect those two components; thereby allowing the MCC to be completely decommissioned and upgrading the components with modern and reliable parts.

I&I Mitigation Project Design

During design of the I&I Mitigation Project, a decision was made to abandon a sewer gravity segment that crosses under Interstate 80 between Canyon Way and Auburn Street. The old cast iron pipe is corroding and allowing I&I to enter at the manhole connections. New sewer segments will be design from the upstream manhole off of Canyon Way, near Siems Avenue, to an existing manhole at the intersection of Canyon Way and Iowa Hill Road.

Solar System Construction Administration

Time of construction of the Solar System has exceeded the original schedule. This amendment proposal extends Wood Rodgers' construction support through November 2022.

Scope of Work

TASK 1 – Facilities Planning

1.1A – Design Management

This task extends the budget for design management in the original contract. Wood Rodgers will manage the design for the I&I Mitigation Project and Algae Reduction System. At the time that this proposal was prepared, 15% of the original \$20,000 budget remains. This task will include the following.

- Work with the City to prepare quarterly progress reports required by SWRCB staff through project bidding and award.
- Coordinate and attend design meetings.
- Prepare meeting agenda and minutes, as needed.
- Provide other design related support as needed or requested by the City.

Deliverables

- *Quarterly progress reports*
- *Reimbursement request progress reports*

TASK 2 – Facilities Design

2.1A – I&I Mitigation Project & Lift Station 3 Force Main Replacement

This task extends the budget for design of the I&I Mitigation Project. Utilizing additional survey data collected by Clear Path Land Evolvement, finalize the improvement plans for the segments of sewer main to be replaced. Extend the design to include construction of new sewer segments between Siems Avenue and Iowa Hill Road. At the time that this proposal was prepared, 15% of the original \$31,000 budget remains.

Deliverables

- *Improvement plans for bidding and construction*
- *Technical specifications*
- *Construction cost estimate*

2.2 –Algae Reduction System

This task extends the budget for design of the Algae Reduction System. The City would like to integrate the WWTP 3-water system to the Algae Reduction System. To automate the 3-water system, additional design of the improvement plans is required. Furthermore, the antiquated MCC in the old chemical building will be decommissioned to improve reliability of the Algae Reduction System.

Deliverables

- *Improvement plans for bidding and construction*
- *Technical specifications*
- *Procurement and construction cost estimates*

TASK 3 – Construction Management

3.2 – Algae Reduction System

This task extends the budget for engineering inspection. Specifically, with automation of the 3-water system, the WWTP PLC and SCADA system must be update. This item of work includes additional submittal review and oversight for replacement of the PLC and SCADA systems.

Deliverables

- *Submittal review and approvals (assumes 35 total, include the 25 in the original scope)*
- *RFIs and review of PLC and SCADA programming*
- *Monthly progress payments (seven months)*
- *Record drawings*
- *O&M Manual (Updates)*

3.3 – Solar System

This task extends solar system construction management by Wood Rodgers. At the time that this proposal was prepared, 21% of the original \$16,000 budget remains.

Deliverables

- *Coordinate construction meetings, site visits and changes.*
- *Monthly progress payments (12 months, including the 7 in the original scope)*

Engineering Fee

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

SCOPE ITEM	ORIGINAL BUDGET	ADDITIONAL BUDGET	NEW BUDGET
TASK 1 – Facilities Planning			
1.1A – Design Management (I&I Mitigation & Algae System)	\$ 20,000	\$ 20,000	\$ 40,000
1.2A – Bidding & Award (I&I Mitigation & Algae Reduction System)	\$ 33,080	\$ 0	\$ 33,080
TASK 2 – Facilities Design			
2.1A – I&I Mitigation Project & LS3 Force Main Replacement	\$ 31,000	\$ 20,000	\$ 51,000
2.2A – Algae Reduction System	\$ 273,695	\$ 55,700	\$ 329,395
2.3 – Solar System Design Coordination	\$ 10,800	\$ 0	\$ 10,800
2.4 – Topo Survey	\$ 10,000	\$ 0	\$ 10,000
TASK 3 – Construction Management			
3.1 – I&I Mitigation Project & LS3 Force Main	\$ 46,000	\$ 0	\$ 46,000
3.2A – Algae Reduction System	\$ 93,985	\$ 7,260	\$ 101,245
3.3A – Solar System	\$ 16,000	\$ 4,000	\$ 20,000
3.4 – Staking	\$ 13,000	\$ 0	\$ 13,000
3.5 – Misc. Exhibits	\$ 4,000	\$ 0	\$ 4,000
3.6 – Travel & Other Reimbursables	\$ 4,000	\$ 0	\$ 4,000
TOTAL BUDGET PER THIS PROPOSAL:	\$555,560	\$106,960	\$662,520

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

Sincerely,

WOOD RODGERS, INC



Jim Fletter, PE 73457
Senior Engineer

IN AGREEMENT WITH THE ABOVE ITEMS

CITY OF COLFAX

Wes Heathcock
City Manager



Matthew Spokely, PE 57647
Vice President

Staff Report to City Council

FOR THE OCTOBER 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Wastewater Treatment Plant Constituent Monitoring – Nitrate Analyzer

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$32,073	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to execute an agreement with Hach Company for the purchase and installation of an in-line nitrate analyzer in an amount not to exceed \$32,073.

Summary/Background

The City of Colfax is constantly evaluating means to improve the Wastewater Treatment Plant (WWTP) cost through reduced labor and material costs. Staff has identified an opportunity to achieve a reduction in operating cost by installing an in-line nitrate analyzer in the WWTP final effluent process. Staff requested a cost proposal from Hach Company as a sole source given the in-line analyzer integration will be required to communicate with our Hach program system.

This request is for the purchase, installation, and integration of a Nitratax in-line nitrate analyzer for the City’s wastewater treatment facility. The purchase and installation of this unit will allow plant staff to continuously monitor process nitrate levels, potentially preventing permit violations. It will also reduce manual in house analysis time, increase response speed to process changes, and incrementally reduce in house lab costs. Hach Company has agreed to honor the quote values through the month of October 2022.

The table below shows the return on the investment is less than 3-years in savings. The saving will continue in perpetuity, which supports offsetting future cost increases.

Nitrate Analyzer ROI

Current labor costs				Planned labor cost			
operator testing time Effluent Ammonia and Nitrate	7	hrs/wk		operator testing time Effluent Ammonia and Nitrate	1	hrs/wk	
	364	annual			52	annual	
	\$29.00	Average hourly rate			\$32.30	Average hourly rate	
	\$10,556.00	Annual cost			\$1,679.60	Planned annual cost	
					\$8,876.40	annual savings	

Current chemical costs				Planned Chemical Cos			
ammonia reagent 50 count	\$147.00	per order		ammonia reagent 50 count	\$147.00	per order	
Nitrate reagent 50 count	\$130.00	per order		Nitrate reagent 50 count	\$130.00	per order	
	\$277.00	purchase cost			\$277.00	purchase cost	
	\$5.54	cost per day			\$5.54	cost per day	
	30	uses per month current			9	uses per month planned	
	\$166.20	cost per month current			\$49.86	cost per month planned	
	\$1,994.40	cost per year			\$598.32	cost per year planned	
					\$1,396.08	annual savings	

Purchase cost			
<i>Quote as of August 2022</i>			
unit	\$24,281.60	per unit	
sc200	\$2,909.76	per unit	
mount	\$700.00	per unit	
Warranty and service contract	\$1,266.00	(approximate)	
	\$29,157.36	total initial cost	

\$10,272.48	total annual savings
\$29,157.36	total initial cost
2.84 years to payoff	

Staff is recommending council authorize the City Manager to execute an agreement with Hach Company to purchase and install an in-line nitrate analyzer in an amount not to exceed \$32,073.

Fiscal Impacts

The Hach Company equipment is funded in the fiscal year 2022/23 CIP by Fund 560 in the amount of \$27,878. The total project cost is \$32,073, which includes a 10% contingency. The project cost exceeds the CIP line-item budget by \$4,195. Staff will review the overall fund expenditures at the mid-year budget review to determine if a budget adjustment is necessary.

Attachments:

1. Resolution __ - 2022
2. Hach Company Quote/Agreement

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HACH COMPANY FOR THE PURCHASE AND INSTALLATION OF AN IN-LINE NITRATE ANALYZER IN AN AMOUNT NOT TO EXCEED \$32,073

WHEREAS, staff has identified an opportunity to achieve a reduction in operating cost by installing an in-line nitrate analyzer in the Waste Water Treatment Plant final effluent process; and,

WHEREAS, staff requested a cost proposal from Hach Company as a sole source given the in-line analyzer integration will be required to communicate with our Hach program system; and,

WHEREAS, the purchase and installation of this unit will allow plant staff to continuously monitor process nitrate levels, potentially preventing permit violations; and,

WHEREAS, staff is recommending Council authorize the City Manager an agreement with Hach Company to purchase and install an in-line nitrate analyzer in an amount not to exceed \$32,073.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Hach Company for the purchase and installation of an in-line nitrate analyzer in an amount not to exceed \$32,073.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 26th of October, 2022, by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk



Be Right™

Quotation

Quote Number: 100665578v4

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

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

Quote Date: 15-Jul-2022

Quote Expiration: 15-Aug-2022

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

Name: Devon Morris
Phone: 530 346 2313
Email: devon.morris@colfax-ca.gov

Customer Account Number : 180486

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

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	LXV417.99.20002	Nitratax plus sc Sensor, 2 mm path length with automatic cleaning. Standard lead time 15 days.	1	24,281.60	24,281.60
2	LZY714.99.53220	Stainless Steel pole mount kit for NITRATAX. Standard lead time 15 days.	1	700.00	700.00
3	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord	1	2,909.76	2,909.76
4	WRTUPGNITRATAX	WarrantyPlus Service Agreement includes: Instrument start-up, all parts, labor, and travel for on-site repairs, 1 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates.	1	1,266.00	1,266.00
Grand Total					\$ 29,157.36

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

California Proposition 65:

WARNING

Cancer & Reproductive Harm

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total

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

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

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.

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

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

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

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate. Shipments will be prepaid and added to invoices unless otherwise specified. Equipment quoted operates with standard U.S. supply voltage. Hach standard terms and conditions apply to all sales. Additional terms and conditions apply to orders for service partnerships. Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees. Standard lead time is 30 days. This Quote is good for a one time purchase. Virtual and/or on-site training must be scheduled/completed within 90 days of order, or the price will be subject to change.

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



HACH COMPANY

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

Purchase Orders
 PO Box 608
 Loveland, CO 80539-0608

WebSite: www.hach.com

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

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

Remittance
 2207 Collections Center Drive
 Chicago, IL 60693

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

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

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

<p>Safe & Fast Delivery</p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p>Save Time – Less Hassle</p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<p>Save Money</p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴ Handling Fee Effective 4/11/2020
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

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

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

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

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

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

SALES TAX

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

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

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

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

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

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

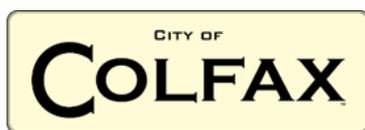
23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

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

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

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Staff Report to City Council

FOR THE OCTOBER 26, 2022, REGULAR CITY COUNCIL MEETING

From: Alfred A. “Mick” Cabral, City Attorney
Prepared by: Alfred A. “Mick” Cabral, City Attorney
Subject: Employee Life Insurance Benefit Increase

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing an increase in the employee life insurance benefit from \$15,000 to \$25,000.

Summary/Background

The proposed resolution, if adopted, will authorize an increase in the employee life insurance benefit from \$15,000 to \$25,000. This will increase the total cost of the life insurance benefit from \$24.04 per month to \$43.56. The cost to the City for this increased benefit will be \$19.52 per month, or \$234.24 per year, which is the total cost increase, not the increase per person.

The City Manager declined to participate in this item because his life insurance benefit will also increase from \$15,000 to \$25,000 if Council adopts the proposed resolution. Although the City Manger’s participation would not violate any applicable legal or ethical rule, his participation may carry the appearance of impropriety, so he recused himself from participation.

The request to increase the employee life insurance benefit was initially presented by the IUOE Stationary Engineers Local 39 union representative. Staff contacted the benefit administrator to ascertain whether the life insurance benefit can be increased and requested a cost comparison between policies with \$15,000, \$30,000, and \$60,000 limits. The insurer, Choice Builders, indicated a willingness to allow the benefit limit to increase to \$25,000.

Although the cost increase is inconsequential, establishing employee compensation and benefits typically involves considerable and extensive give-and-take negotiations that result in a composite compensation and benefit package. Whether to allow any changes, therefore, is a policy question for Council decision. Employee recruitment and retention has become increasingly challenging; offering increased benefits, however seemingly inconsequential, will likely help address that problem.

It is recommended that Council adopt the proposed resolution authorizing an increase in the employee life insurance benefit from \$15,000 to \$25,000.

Fiscal Impact

The increased cost to the City will be \$19.52 per month which equates to \$234.24 per year.

Attachments:

1. Resolution __-2022

City of Colfax City Council

Resolution No. __-2022

AUTHORIZING AN INCREASE IN THE EMPLOYEE LIFE INSURANCE BENEFIT FROM \$15,000 TO \$25,000

WHEREAS, the City of Colfax provides life insurance with a \$15,000 benefit limit for its represented and unrepresented employees; and,

WHEREAS, the employee life insurance benefit can be increased from \$15,000 to \$25,000 at a total cost to the City of approximately \$19.52 per month (\$234.24 per year); and,

WHEREAS, the Council finds and determines that it is in the best interest of the City and its employees to approve the proposed increase.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax approves the increase in the City employees' life insurance benefit from \$15,000 to \$25,000 as proposed and authorizes the City Manager to execute in the name of the City all documents necessary to effectuate that increase.

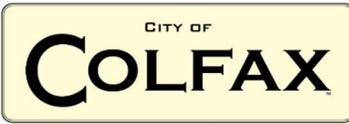
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 26th of October 2022 by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey City Clerk



Staff Report to City Council

FOR THE OCTOBER 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – September 2022

Budget Impact Overview:

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

Summary/Background

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in September 2022. Some monthly highlights are listed below:

- September revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of July 2022 (two-month lag).
- September expenditures included:
 - Quarterly payment for Sheriff contracted services
 - Ongoing monthly operating expenses
 - Approved capital project expenditures and inter-fund transfers for project funding.
- Negative cash fund balances at the end of September are due to timing of funding allocations and reimbursements:
 - Fund 218 – Support Law Enforcement. These expenses are fully funded by Citizens Options for Public Safety Funding (\$100K per year). The first allocation for this fiscal year has been received in October and includes a special allocation of approximately \$65K for previous years adjustments.
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. PCTPA Funding request was submitted in October (approved by Council on 09/28/22).
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of the grant is still pending. CDBG has approved the start date of expenditures. Any unfunded expenditures would require allocation from the General Fund.

- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. Second round of Reimbursement requests were submitted in February and are still pending. HCD has been backlogged and recently confirmed requests are approved and pending payment. The next reimbursement request is scheduled to be completed and submitted in October or November depending on project activity.
- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis. The first request was submitted at end of July and received in August. The balance of funding (11%) will be a City General Fund match.
- Fund 378 – Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests are expected to be submitted on a quarterly basis. The first request was submitted in August and received in October.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly – final grant award was processed in December. The first reimbursement request was submitted in early March 2022 and received in May 2022. The second reimbursement request was submitted in August and is pending payment. The third request is anticipated to be submitted by mid-November.
- Anticipated revenues/expenditures for July include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of July 2022 (two-month lag).
 - Expenditures
 - Quarterly payment for Sheriff services.
 - Ongoing monthly operating expenses.
 - Approved capital project expenditures –WWTP solar project and Lift Station #5 repair projects have had increased activity this past quarter.

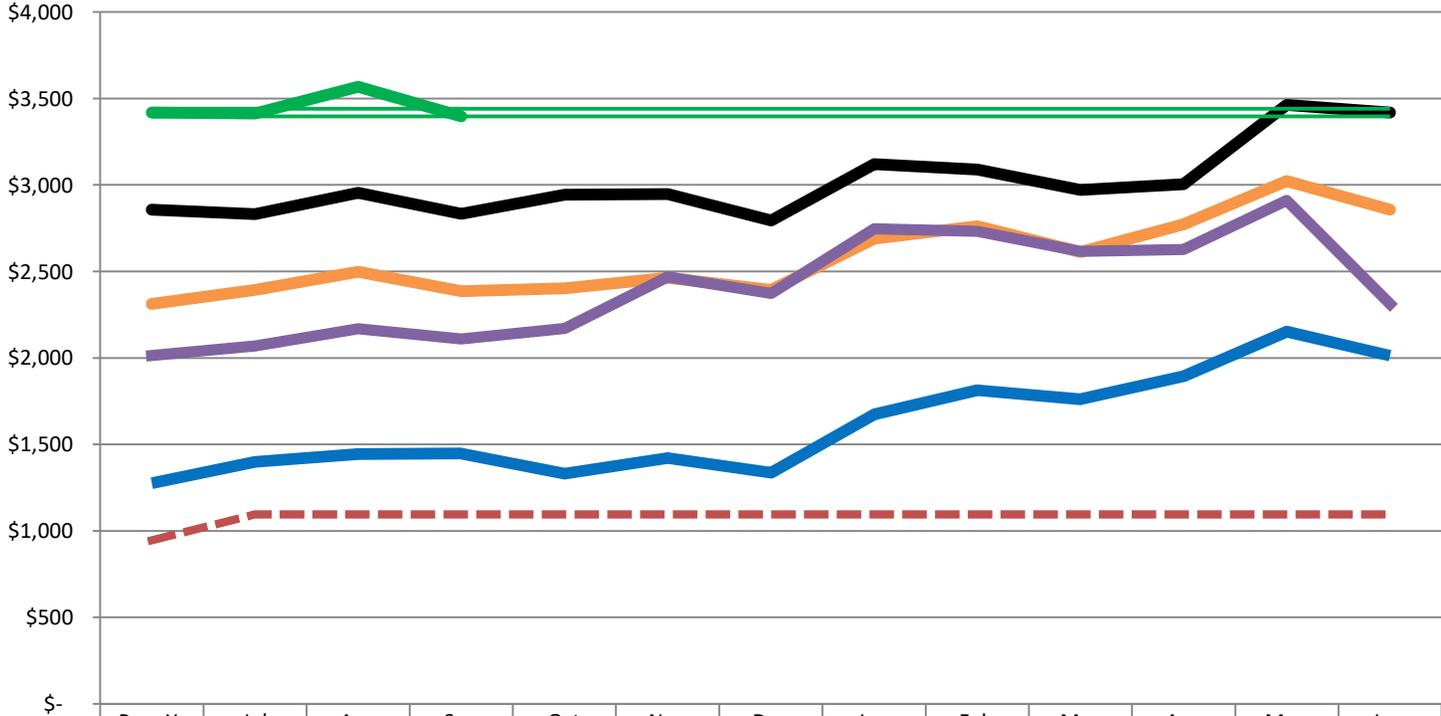
Attachments:

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

City of Colfax - September 2022 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2022-23 >>



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

*City Administrative policy stipulates General Fund Reserve of 25% (3 months) of annual General Fund Revenues.

**City of Colfax
Cash Summary
September 30, 2022**

	Balance 08/31/2022	Revenues In	Expenses Out	Transfers	Balance 09/30/22
US Bank	\$ 147,913.46	\$ 453,448.49	\$ (562,285.58)	\$ 25,000.00	\$ 64,076.37
LAIF	\$ 8,719,952.90	\$ -	\$ -	\$ (25,000.00)	\$ 8,694,952.90
Total Cash - General Ledger	<u>\$ 8,867,866.36</u>	<u>\$ 453,448.49</u>	<u>\$ (562,285.58)</u>	<u>\$ -</u>	<u>\$ 8,759,029.27</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,868,166.36</u>	<u>\$ 453,448.49</u>	<u>\$ (562,285.58)</u>	<u>\$ -</u>	<u>\$ 8,759,329.27</u>

Change in Cash Account Balance - Total \$ (108,837.09)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (393,405.26)	
Cash Receipts	\$ 181,992.94	
Payroll Checks and Tax Deposits	\$ (72,861.83)	
Utility Billings - Receipts	\$ 174,889.56	
LAIF Interest	\$ -	
Voided Checks/Reissues	\$ 547.50	
	<u>\$ (108,837.09)</u>	\$ -

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

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

City of Colfax

Cash Transactions Report - September 2022

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 3,384,488.47	\$ 140,868.70	\$ (294,096.39)	\$ 3,231,260.78
Fund: 120 - Land Development Fees	\$ 176,410.48	\$ 7,898.32	\$ (27,106.26)	\$ 157,202.54
Fund: 200 - Cannabis Application	\$ 7,424.99	\$ -	\$ -	\$ 7,424.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 3,568,323.94	\$ 148,767.02	\$ (321,202.65)	\$ 3,395,888.31
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 153,657.00	\$ -	\$ -	\$ 153,657.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 796,053.81	\$ 0.01	\$ (6,015.53)	\$ 790,038.29
Fund Type: 1.14 - General Fund - Restricted	\$ 973,028.07	\$ 0.01	\$ (6,015.53)	\$ 967,012.55
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 202 - ARPA American Rescue Plan Act	\$ 283,276.30	\$ -	\$ -	\$ 283,276.30
Fund: 210 - Mitigation Fees - Roads	\$ 141,491.04	\$ -	\$ -	\$ 141,491.04
Fund: 211 - Mitigation Fees - Drainage	\$ 5,407.90	\$ -	\$ -	\$ 5,407.90
Fund: 212 - Mitigation Fees - Trails	\$ 75,126.68	\$ -	\$ -	\$ 75,126.68
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 192,396.49	\$ -	\$ -	\$ 192,396.49
Fund: 214 - Mitigation Fees - City Bldgs	\$ 101,489.23	\$ -	\$ -	\$ 101,489.23
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,165.06	\$ -	\$ -	\$ 22,165.06
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,391.10	\$ -	\$ -	\$ 43,391.10
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ (25,000.00)	\$ (25,000.00)
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ -	\$ -	\$ -
Fund: 250 - Streets - Roads/Transportation	\$ (13,716.17)	\$ 80.00	\$ (20,631.93)	\$ (34,268.10)
Fund: 253 - Gas Taxes	\$ 35,888.30	\$ 5,342.16	\$ (1,305.79)	\$ 39,924.67
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 169,451.04	\$ 3,736.24	\$ -	\$ 173,187.28
Fund: 270 - Beverage Container Recycling	\$ 19,149.88	\$ -	\$ -	\$ 19,149.88
Fund: 280 - Oil Recycling	\$ 3,775.92	\$ -	\$ -	\$ 3,775.92
Fund: 290 - SB1383 Implementation Grant	\$ 20,226.21	\$ -	\$ -	\$ 20,226.21
Fund: 292 - Fire Department Capital Funds	\$ 93,506.00	\$ -	\$ -	\$ 93,506.00
Fund: 342 - Fire Construction - Mitigation	\$ 76,266.18	\$ -	\$ -	\$ 76,266.18
Fund: 343 - Recreation Construction	\$ 76,266.65	\$ -	\$ -	\$ 76,266.65
Fund: 367 - SB2 - Planning Grant	\$ (54,097.72)	\$ 31,475.76	\$ (6,723.90)	\$ (29,345.86)
Fund: 376 - Downtown Streetscape	\$ (5,078.95)	\$ -	\$ -	\$ (5,078.95)
Fund: 378 - Zoning Code Update	\$ (3,064.25)	\$ 360.50	\$ (721.00)	\$ (3,424.75)
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 1,283,316.89	\$ 40,994.66	\$ (54,382.62)	\$ 1,269,928.93
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,612,901.88	\$ 111,543.74	\$ (67,415.03)	\$ 1,657,030.59
Fund: 561 - Sewer Liftstations	\$ 733,271.66	\$ 18,687.12	\$ (15,765.35)	\$ 736,193.43
Fund: 563 - Wastewater Treatment Plant	\$ 1,051,256.92	\$ 50,655.67	\$ (499.17)	\$ 1,101,413.42
Fund: 564 - Sewer Connections	\$ 443,017.95	\$ -	\$ -	\$ 443,017.95
Fund: 575 - WWTP Construction Grant	\$ (699,594.46)	\$ -	\$ (23,700.00)	\$ (723,294.46)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ (9,784.60)	\$ 9,784.60	\$ -	\$ -
Fund: 585 - LS #5 Force Main Repairs	\$ 3,230.00	\$ -	\$ (443.40)	\$ 2,786.60
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,134,299.35	\$ 190,671.13	\$ (107,822.95)	\$ 3,217,147.53
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 1,519.45	\$ 153.84	\$ -	\$ 1,673.29
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 1,519.45	\$ 153.84	\$ -	\$ 1,673.29
Grand Totals:	\$ 8,867,866.36	\$ 380,586.66	\$ (489,423.75)	\$ 8,759,029.27

Check Register Report

Item 3H

Checks - September 2022

Date: 10/17/2022

Time: 2:36 pm

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								
58421	09/07/22	Reconciled		09/30/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	15.00
58488	09/06/22	Reconciled		09/30/22	03141	CALPERS	HEALTH PREMIUMS SEPT 2022	12,515.03
58489	09/06/22	Reconciled		09/30/22	03435	CITY OF AUBURN	PCCOA DINNER	140.00
58490	09/06/22	Printed			3506	COLFAX CAR WASH	CAR WASH CARDS	400.00
58491	09/06/22	Reconciled		09/30/22	05120	EDWARDS HEATING & COOLING	SHERIFF STATION HVAC SVC	1,257.90
58492	09/06/22	Reconciled		09/30/22	08086	HBE RENTALS	TREE TRIMMING RENTAL	460.00
58493	09/06/22	Reconciled		09/30/22	08086	HBE RENTALS	CITY HALL LIGHTS	95.00
58494	09/06/22	Reconciled		09/30/22	08170	HILLS FLAT LUMBER CO	SUPPLIES	1,723.37
58495	09/06/22	Reconciled		09/30/22	08200	HINDERLITER, DE LLAMAS & ASSOC	SALES TAX AUDIT SVCS Q1 22/23	608.00
58496	09/06/22	Reconciled		09/30/22	08501	HOME DEPOT CREDIT SERVICES	PW SUPPLIES	67.47
58497	09/06/22	Reconciled		09/30/22	09455	INLAND BUSINESS SYSTEMS	COPY MACH LEASE Q1 22/23	5.63
58498	09/06/22	Reconciled		09/30/22	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JUNE 2022	1,799.85
58499	09/06/22	Reconciled		09/30/22	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS AUG 2022	11,589.11
58500	09/06/22	Reconciled		09/30/22	16040A	PITNEY BOWES	POSTAGE MACH LEASE Q1 FY 22/23	167.84
58501	09/06/22	Reconciled		09/30/22	16200	PLACER COUNTY SHERIFF DEPT.	Q1 22/23 SHERIFF CONTRACT	218,362.00
58502	09/06/22	Reconciled		09/30/22	18193	RECOLOGY AUBURN PLACER	5% TEETER 21/22	242.64
58503	09/06/22	Reconciled		09/30/22	18593	RUDY SCHROEDER	FLAGGER SAFETY TRAINING	750.00
58504	09/06/22	Reconciled		09/30/22	19278	SERGEANT, PHIL	OIT SCHOOL REIMBURSEMENT	163.53
58505	09/06/22	Printed			19387(2)	SIERRA FOOTHILLS LITTLE LEAGUE	TRYOUTS EVENT DEPOSIT REF	100.00
58506	09/06/22	Reconciled		09/30/22	19391	SIERRA MEDICAL PARTNERSHIP	NEW HIRE DRUG SCREEN	70.00
58507	09/06/22	Reconciled		09/30/22	19743	WILL STOCKWIN	SEPT 2022 COLFAX CONNECTION	300.00
58508	09/06/22	Void	09/13/22		21452	URSU, EMMANUEL	PLANNING SVCS JULY 2022	0.00
58509	09/06/22	Reconciled		09/30/22	21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	3,526.35
58510	09/06/22	Reconciled		09/30/22	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS AUG 2022	8,217.50
58511	09/06/22	Reconciled		09/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	399.78
58512	09/06/22	Reconciled		09/30/22	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.99
58513	09/13/22	Reconciled		09/30/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	124.00
58514	09/14/22	Reconciled		09/30/22	1161	49ER WATER SERVICES	WWTP TESTING JULY 2022	1,912.00
58515	09/14/22	Reconciled		09/30/22	01414	ALHAMBRA & SIERRA SPRINGS	WATER	110.85
58516	09/14/22	Reconciled		09/30/22	01448	AMERIGAS - COLFAX	SHERIFF PROPANE	27.68
58517	09/14/22	Reconciled		09/30/22	01448	AMERIGAS - COLFAX	SHERIFF PROPANE	20.47
58518	09/14/22	Reconciled		09/30/22	01448	AMERIGAS - COLFAX	DEPOT PROPANE TANK RENTAL	151.84
58519	09/14/22	Reconciled		09/30/22	01766	AT&T MOBILITY	CITY CELL PHONES	756.25
58520	09/14/22	Reconciled		09/30/22	30025	BORROTO, DAVID	2022 BOOT ALLOWANCE	275.00
58521	09/14/22	Reconciled		09/30/22	03401	CHOICE BUILDER	PREMIUMS OCT 2022	25.19
58522	09/14/22	Reconciled		09/30/22	3425	CINTAS	UNIFORM SVCS AUG 2022	588.91
58523	09/14/22	Reconciled		09/30/22	03482	CLEAR PATH LAND INVOLVEMENT,	WWTP I&I SURVEY	8,450.00
58524	09/14/22	Reconciled		09/30/22	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	8,349.33
58525	09/14/22	Reconciled		09/30/22	6203	FENNEMORE WENDEL	LEGAL MATTER	2,096.00
58526	09/14/22	Reconciled		09/30/22	07465	GOLD MINER PEST CONTROL	LS/ WWTP PEST CONTROL	295.00
58527	09/14/22	Printed			08086	HBE RENTALS	FORKLIFT RENTAL	10.00
58528	09/14/22	Reconciled		09/30/22	08660	HUNT AND SONS, INC.	FUEL	840.83
58529	09/14/22	Reconciled		09/30/22	13277	MMANC	ANNUAL MEMBERSHIP	75.00
58530	09/14/22	Reconciled		09/30/22	18400	NAPA AUTO PARTS	STMT 8/31/22	442.24
58531	09/14/22	Reconciled		09/30/22	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	236.37
58532	09/14/22	Reconciled		09/30/22	16559	PLAZA TIRE AND AUTO SERVICE	PW VEHICLE RPR	24.95

Check Register Report

Checks - September 2022

Date: 10/17/2022

Time: 2:36 pm

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								
58533	09/14/22	Reconciled		09/30/22	19037	SAFE SIDE SECURITY	WWTP SECURITY AUG 2022	155.00
58534	09/14/22	Reconciled		09/30/22	19037	SAFE SIDE SECURITY	CORP YARD SECURITY SEPT 2022	155.00
58535	09/14/22	Reconciled		09/30/22	19037	SAFE SIDE SECURITY	WWTP SECURITY SEPT 2022	95.00
58536	09/14/22	Reconciled		09/30/22	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	88.51
58537	09/14/22	Reconciled		09/30/22	19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY Q2 22/23	167.34
58538	09/14/22	Reconciled		09/30/22	21105	UNICO ENGINEERING	ARCO INSPECTIONS AUG 2022	11,824.00
58539	09/14/22	Reconciled		09/30/22	21452	URSU, EMMANUEL	PLANNING SVCS JULY 2022	9,805.60
58540	09/14/22	Reconciled		09/30/22	21500	USA BLUE BOOK, INC	WWTP SUPPLIES	241.85
58541	09/14/22	Reconciled		09/30/22	22134	VISION QUEST	TECH SUPPORT SVCS OCT 2022	3,800.00
58542	09/14/22	Reconciled		09/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	164.74
58543	09/14/22	Reconciled		09/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	144.48
58544	09/14/22	Reconciled		09/30/22	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONES	38.42
58545	09/14/22	Reconciled		09/30/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	228.20
58546	09/14/22	Reconciled		09/30/22	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL AUG 2022	1,422.50
58547	09/21/22	Printed			01500	ANDERSON'S SIERRA	DEPOT/BALLFIELD IRRIGATION	69.93
58548	09/21/22	Printed			04592	DACOMM	WWTP PHONE	103.45
58549	09/21/22	Printed			04234	DE LAGE LANDEN FINANCIAL	COPY MACH TAX	82.98
58550	09/21/22	Reconciled		09/30/22	07200	GENERAL PLUMBING SUPPLY	ROY TOMS RESTROOM RPR	59.96
58551	09/21/22	Reconciled		09/30/22	14859	GHD INC.	ENGINEERING SVCS AUG 2022	13,157.50
58552	09/21/22	Reconciled		09/30/22	07460	GOLD COUNTRY MEDIA	HOTEL PUBLIC NOTICE	288.66
58553	09/21/22	Reconciled		09/30/22	07460	GOLD COUNTRY MEDIA	ORDINANCE POSTING	110.91
58554	09/21/22	Reconciled		09/30/22	07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
58555	09/21/22	Reconciled		09/30/22	07465	GOLD MINER PEST CONTROL	FIRE STATION 37 PEST CONTROL	74.00
58556	09/21/22	Reconciled		09/30/22	07465	GOLD MINER PEST CONTROL	FIRE STATION 36 PEST CONTROL	74.00
58557	09/21/22	Printed			08086	HBE RENTALS	PROPANE	16.95
58558	09/21/22	Printed			23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSIST AUG 2022	843.50
58559	09/21/22	Printed			12209	LIEBERT CASSIDY WHITMORE	CONSORTIUM 22/23	2,230.00
58560	09/21/22	Printed			14307	NEXGEN ASSET MANAGEMENT	WWTP ASSET MANAGEMENT	15,250.00
58561	09/21/22	Reconciled		09/30/22	16300	PCWA -PLACER COUNTY	WATER	2,608.08
58562	09/21/22	Reconciled		09/30/22	16300	PCWA -PLACER COUNTY	WATER	433.28
58563	09/21/22	Reconciled		09/30/22	16035	PG&E	ELECTRICITY	20,646.31
58564	09/21/22	Printed			16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEM	6,507.60
58565	09/21/22	Reconciled		09/30/22	17951	R3 CONSULTING GROUP	SB1383 COMPLIANCE	3,082.00
58566	09/21/22	Reconciled		09/30/22	18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT OCT 2022	5,000.00
58567	09/21/22	Printed			18407	RIGHT STRIPING	DOWNTOWN STRIPING	5,800.00
58568	09/21/22	Printed			19391	SIERRA MEDICAL PARTNERSHIP	NEW HIRE PHYSICALS	160.00
58569	09/21/22	Reconciled		09/30/22	1791	SIERRA PROPERTY DEVELOPMENT	BILLBOARD LIGHT RPR	250.00
58570	09/21/22	Reconciled		09/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT MIX	165.12
58571	09/21/22	Reconciled		09/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	116.62
58572	09/21/22	Reconciled		09/30/22	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	61.87

Total Checks: 86

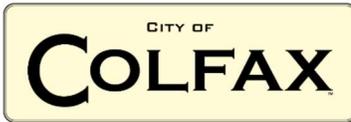
Checks Total (excluding void checks): 393,405.26

Total Payments: 86

Bank Total (excluding void checks): 393,405.26

Total Payments: 86

Grand Total (excluding void checks): 393,405.26



Staff Report to City Council

FOR THE OCTOBER 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Sales Tax Analysis – Quarter Ended June 30, 2022

Budget Impact Overview:

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

Summary/Background

City staff provides a quarterly report on Sales and Use Tax revenues as quarterly information is available. We have received the final Accounting for Sales and Use Tax revenues for the quarter ended June 30, 2022, which is the fourth (final) quarter of fiscal year 2021-2022.

After two quarters of declining sales tax revenues in the beginning of the fiscal year, the quarter ended March 31st and June 30th reflect a substantial increase in sales tax revenues for the City. As reported in the chart below, sales tax revenues for the quarter ended June 30, 2022 increased 13% as compared to the same quarter last year and increased 9% as compared to the previous quarter (03/30/2022).

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	Total Fiscal Year Actuals	Budget	Actuals as % of Budget	Actuals to Budget Difference
Fiscal Year 2022-2023						\$1,297,800		
Fiscal Year 2021-2022	\$ 300,458	\$ 298,414	\$ 378,914	\$ 414,444	\$ 1,392,230	\$1,260,000	110%	\$ 132,230
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$1,250,000	114%	\$ 174,798
Fiscal Year 2019-2020	\$ 457,737	\$ 320,975	\$ 370,903	\$ 374,688	\$ 1,524,302	\$1,450,000	105%	\$ 74,302
Fiscal Year 2018-2019	\$ 354,152	\$ 353,870	\$ 336,721	\$ 356,865	\$ 1,401,608	\$1,350,000	104%	\$ 51,608
% Change - Previous Calendar Qtr	-18%	-1%	27%	9%				
% Change - Same Qtr - Prev Year	-23%	-12%	16%	13%	-2%			

Fiscal and Budget Impacts

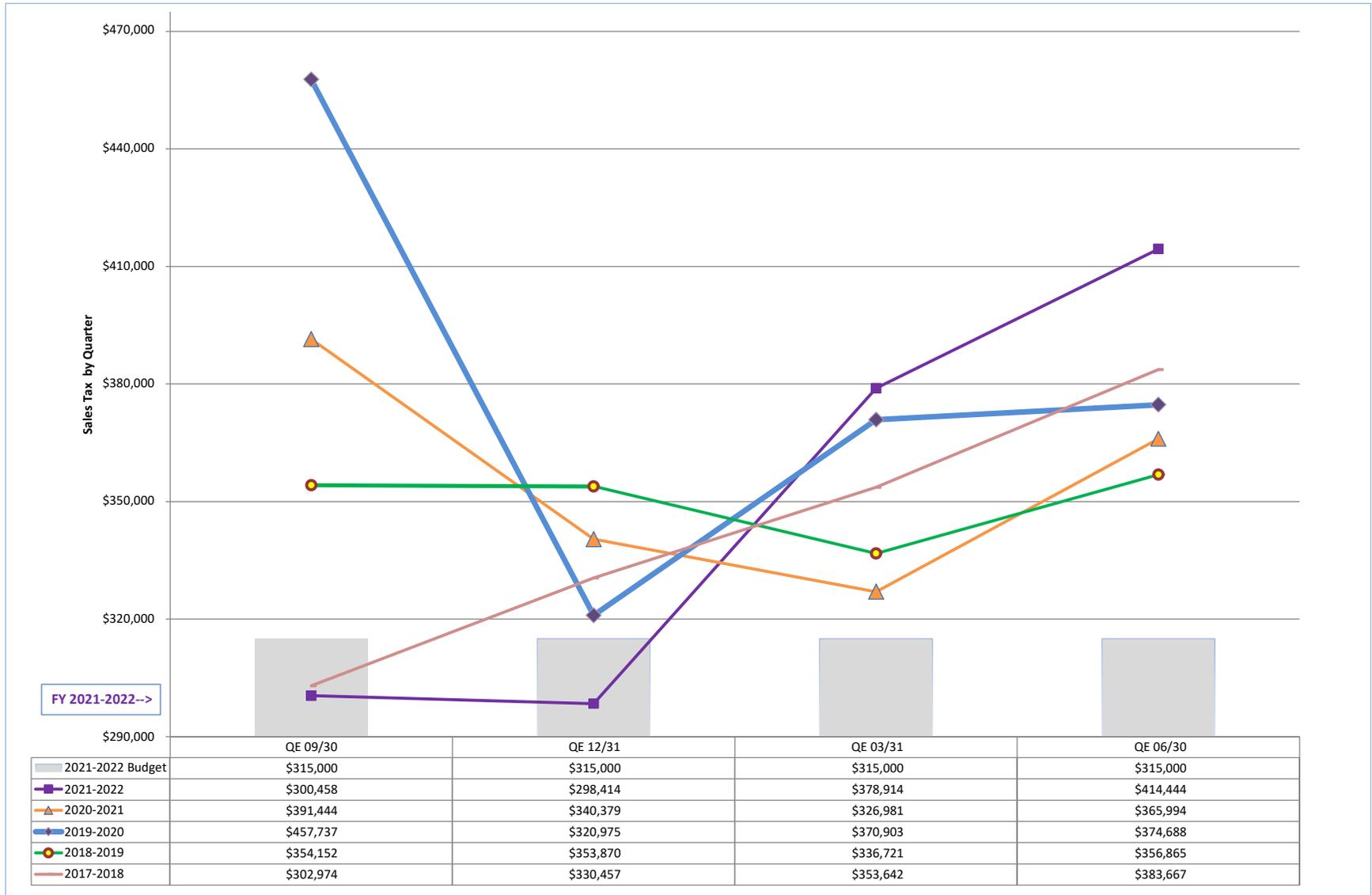
Sales and Use Tax revenues ended the 2021-2022 fiscal year 2% lower than the previous fiscal year and exceeded the original adopted budget by 10%.

The budget for the current fiscal year was forecasted at a conservative 3% growth over the 2021-2022 fiscal year budget and equates to 93% of the actual revenues received in the last fiscal year. Staff will continue to monitor and provide updates as additional information is available.

Attachments:

1. Graph – City of Colfax – Sales and Use Tax Revenues
2. Chart – City of Colfax – Sales and Use Tax Revenues History

City of Colfax Sales and Use Tax Revenues (Actuals Through Quarter Ended 06/30/2022)



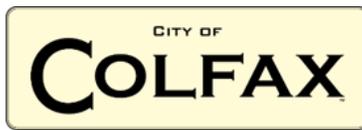
City of Colfax

Sales and Use Tax Revenues

City of Colfax Sales and Use Tax Revenue History

	Actuals	Change	% Change
1999-2000	\$ 478,169		
2000-2001	\$ 484,801	\$ 6,632	1%
2001-2002	\$ 592,392	\$ 107,591	22%
2002-2003	\$ 581,749	\$ (10,643)	-2%
2003-2004	\$ 601,276	\$ 19,527	3%
2004-2005	\$ 707,515	\$ 106,239	18%
2005-2006	\$ 749,583	\$ 42,068	6%
2006-2007	\$ 752,431	\$ 2,848	0%
2007-2008	\$ 648,989	\$ (103,442)	-14%
2008-2009	\$ 540,051	\$ (108,938)	-17%
2009-2010	\$ 538,549	\$ (1,502)	0%
2010-2011	\$ 551,953	\$ 13,404	2%
2011-2012	\$ 571,943	\$ 19,990	4%
2012-2013	\$ 706,828	\$ 134,885	24%
2013-2014	\$ 928,729	\$ 221,901	31%
2014-2015	\$ 956,342	\$ 27,613	3%
2015-2016	* \$ 1,104,357	\$ 148,015	15%
2016-2017	\$ 1,103,560	\$ (797)	0%
2017-2018	\$ 1,370,741	\$ 267,181	24%
2018-2019	\$ 1,401,608	\$ 30,867	2%
2019-2020	\$ 1,524,302	\$ 122,694	9%
2020-2021	\$ 1,424,789	\$ (99,513)	-7%
2021-2022	\$ 1,392,230	\$ (32,559)	-2%

**Included true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015*



Staff Report to City Council

FOR THE OCTOBER 12, 2022, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Astound Broadband LLC Lease Agreement

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to execute a Lease Agreement with Astound Broadband, LLC, for a portion of the northwest corner of 33 W. Church Street.

Summary/Background

The proposed resolution, if adopted, will authorize the City Manager to execute a five-year lease, with four five-year extensions, of a 1,246 square foot portion of the northwest corner of 33 W. Church Street to Astound Broadband, LLC, for installation, maintenance and operation of telecommunication facilities and equipment. The lease payments will be \$6,000 per year, increased yearly by the annual change in the consumer price index. The lease can be terminated by the City or Astound Broadband on 30-days written notice.

Astound Broadband is a high-speed internet service provider that offers cable and fiber optic service in select areas. Originally founded in 1993 as Astound, the company began as a cable television and telephone company. It became an internet service provider in 1997, and by 2018, it had become the nation's sixth largest cable provider. In 2022, Astound united with four other regional internet service providers and offers its services under different brands including Wave, enTouch and Grande Communications. The company also offers digital TV and phone services for business and residential customers.

The City of Colfax owns Placer County Assessor’s Parcel 006-066-016-000. Fire Station 36, located at 33 W. Church Street, is situated on the south end of the parcel. There is a propane tank on the northwest corner of the parcel. The area of the parcel Astound proposes to lease is within the empty space between the rear of the fire station and the propane tank and does not include either the fire station or the propane tank. Astound will install at its expense communication facilities consisting generally of conduit and fiber optic wiring and equipment, a cement pad, building, backup power generator, fencing, gate and lighting and such other improvements as are needed for its facilities.

The material terms of the lease are:

1. Initial 5-year term with four 5-year renewal options so long as Astound complies with its obligations under the lease.
2. \$6,000 yearly rent adjusted annually by the increase in the Consumer Price Index.
3. Astound will have the right to install its facilities and to access them for maintenance, repair and replacement over adjacent City property.
4. Astound will remove its equipment and restore the property to its pre-lease condition when the lease ends.
5. Electricity will be supplied from the City’s on-site electrical equipment. Astound will have a separate meter installed so it pays for the electricity it uses.

6. Astound will interconnect with the City's propane tank, which will also be separately metered.
7. Astound will install a backup generator that will be interconnected to and useable by the City's facilities.
8. Either party can terminate the lease on 30-days written notice to the other.

This project is anticipated to have minimal impact on the City's facilities and operations.

The project will provide back-up power to Fire Station 36 and maintain telecommunications during power outages. The back-up generator maintaining power for Station 36 emergency services facility will enhance resources to the community during power outages. In addition, one of the challenges during emergencies is maintaining communication with the impacted areas. The back-up power generation will continue internet services for the City of Colfax community members that subscribe to Astound services, thereby, improving the information accessibility for the area.

Staff recommends that Council adopt the proposed resolution authorizing the City Manager to execute the lease agreement with Astound Broadband.

Fiscal Impact

The lease will generate \$6,000, subject to annual increases, and provide a source of backup generation for the City's on-site facilities.

Attachments:

1. Resolution __-2022
2. Astound Lease Agreement

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH ASTOUND BROADBAND, LLC, FOR A PORTION OF 33 W. CHURCH STREET FOR INSTALLATION AND MAINTENANCE OF TELECOMMUNICATION FACILITIES

WHEREAS, the City of Colfax owns the improved real property commonly known and described as 33 W. Church Street, Colfax, California, Placer County Assessor’s parcel #006-066-016-000 (the “Property”); and,

WHEREAS, the Property is improved with CalFire Station 36 on its south end and a propane tank on its northwest corner; and,

WHEREAS, Astound Broadband, LLC, proposes to lease an area that generally consists of a 1,246 square foot portion of the northwest corner of the Property excluding CalFire Station 36 and excluding the area upon which the existing propane tank is located, for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing its telecommunications equipment and associated facilities; and,

WHEREAS, it is in the best interest of the City to approve the proposed lease.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to execute in the name of the City a Lease Agreement with Astound Broadband, LLC, in the form presented to the City Council for approval and attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 26th of October, 2022 by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into as of October 27, 2022 (the “**Effective Date**”), by and between the City of Colfax, a municipal corporation organized under the laws of the state of California (“**Landlord**”) and Astound Broadband, LLC, a Washington limited liability company (“**Tenant**”). Landlord and Tenant agree as follows:

RECITALS

A. Landlord owns the real property commonly known and described as 33 W. Church Street, Colfax, California, Placer County Assessor’s Parcel Number 006-066-016-000 (the “**Property**”). The Property is depicted on Exhibit A hereto which is incorporated herein by this reference.

B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, a portion of the Property that generally consists of a 1,246 square foot portion of the northwest corner of the Property excluding an area upon which an existing propane tank is located. The portion of the Property that Tenant desires to lease from Landlord and that Landlord desires to lease to Tenant is depicted on Exhibit B hereto and incorporated herein by this reference and will be referred to as the “**Premises**”.

AGREEMENT

Now, therefore, in consideration of the mutual covenants, promises, and conditions set forth in this Lease, and the above Recitals that are incorporated into this Lease by this reference, Landlord and Tenant hereby agree as follows.

1. Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, on the terms and conditions hereinafter set forth.

2. Use. During the term of this Lease, or any extension hereof, Tenant, or its agents or contractors, shall have the right, after receiving all necessary permits, and approvals from Landlord set forth herein, to use the Premises for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing its telecommunications equipment and associated facilities at, on, under, and/or in the Premises in the general configuration depicted on Exhibit B hereto. It is anticipated that the telecommunication equipment and facilities will consist of conduit and fiber optic wiring and equipment, a cement pad, building, backup power generator, fencing, gate and lighting and such other improvements or requirements set forth herein (collectively, the “**Communications Facilities**”). During the term of this Lease, provided Tenant is not in material default of its obligations hereunder beyond any applicable cure period, Tenant shall have the right to access the Premises over Landlord’s Property adjacent to the Premises for parking, utilities, inspection, maintenance, installation, construction, operation and repair purposes. Upon the expiration or earlier termination of this Lease, Tenant shall remove all Communications Facilities from the Premises and shall restore the Premises to the condition as it existed on the Effective Date, except for ordinary wear and tear and casualty loss not caused by the action or inaction of Tenant. Tenant shall at all times, at its sole expense, comply with all federal, state and local laws, rules, regulations and ordinances applicable to its tenancy of the Premises or its use of the Property and shall maintain the Premises in a clean, neat and orderly fashion and not allow any nuisance to be created or exist thereupon.

3. Term.

(a) **Primary Term:** The Primary Term of this Lease shall be for five (5) years, commencing upon the Effective Date and terminating on the date that is five (5) consecutive years thereafter, unless sooner terminated in accordance with the terms of this Lease.

(b) **Extended Term:** Tenant shall have the right to extend the Primary Term of this Lease for four (4) additional and successive five (5) year terms (each an “Extended Term”), provided Tenant is not in default of its obligations under this Lease beyond any applicable notice and cure period at the commencement of any Extended Term. To be effective, the Extended Term must be exercised by Tenant giving written notice thereof to Landlord no later than thirty (30) days prior to the expiration of the Primary Term or any immediately prior Extended Term.

4. Rent.

(a) **“Rent”.** Tenant agrees to pay Landlord, as Rent for the Premises, the annual sum of Six-Thousand and No/100 Dollars (\$6,000.00), payable in advance on or before the first day of the Effective Date and each annual anniversary of the Effective Date during the Primary Term and any Extended Term. Rent checks shall be made payable to Landlord at the address set forth in Section 8 below.

(b) **Prorated Rent.** Rent for any period during the Primary Term or any Extended Term hereof which is less than one (1) year shall be prorated based on a three hundred sixty-five (365) day year. Payment of Rent for the first year of the term hereof shall be delivered by Tenant to Landlord upon the execution of this Lease. Upon any early termination of this Lease, provided that Tenant is not then in default of its obligations under this Lease, Landlord shall be obligated to promptly reimburse Tenant for the prorated amount of any pre-paid Rent. The reimbursement obligation contained in the preceding sentence shall survive the early termination of this Lease.

(c) **Annual Rent Increase.** At the commencement of the second year of the Primary Term and on each annual anniversary date of this Lease thereafter (the “Adjustment Date”), the annual rent shall increase by the increase in the Consumer Price Index (CPI), calculated as follows. The base for computing the annual rent increase is the Consumer Price Index, All Urban Consumers, All Items, For The San Francisco Bay Area, published by the United States Department of Labor, Bureau of Labor Statistics (the “Index”) which is in effect on the Effective Date (the “Beginning Index”). The Index published most immediately preceding the Adjustment Date in question (“Extension Index”) is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the increase in annual rent shall be set by multiplying the annual rent payable immediately prior to the Adjustment Date by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the annual rent be decreased. If the CPI is discontinued by the Bureau of Labor Statistics, the Index designated by the Bureau of Labor Statistics as replacing the CPI shall be used.

5. **Access and Utility License.** Landlord hereby grants to Tenant and its employees, agents, and contractors, and any utility company as Tenant shall designate, a non-exclusive license across the Property and Premises for ingress and egress to and from the Premises, and non-exclusive license over, under, upon, and across the Premises and Property on a twenty-four (24) hour daily basis for the purpose of installing, constructing, maintaining, upgrading, repairing, operating, inspecting, and removing the Communications Facilities and other necessary appurtenances, and a license thereon for telephone lines, power lines, cables, wires and such other utilities as may be reasonably necessary to serve the Communications Facilities (the “Access and Utility License”). The Access and Utility License shall become effective on the Effective Date and shall expire when this Lease is no longer effective for any reason.

6. Utilities. Tenant shall be solely responsible for the payment of all charges for electricity, or any other utility used by Tenant on the Premises. To that end, Tenant shall install or cause to be installed an electricity meter or submeter to accurately measure the amount of electricity used by Tenant for its Communication Facilities. Tenant shall install, operate and maintain backup power generation capacity, which shall be interconnected with Landlord's facilities on the Premises and the Property; in association with same, Tenant is authorized to (i) interconnect with and utilize the on-site liquid propane tank, shall provide for regular refueling of same, and shall install or cause to be installed a submeter so its propane use can be separately measured and billed; and (ii) access and interconnect with Landlord's on-site electrical equipment. Landlord shall remain responsible for any and all maintenance, upkeep, and permitting requirements associated with the propane tank and its electrical equipment and facilities and shall keep same in operable and good condition and repair. Tenant shall be responsible for all maintenance, upkeep, and permitting requirements associated with its backup power generation equipment and shall keep same in operable and good repair. Tenant (i) makes no representation nor warranty to Landlord as to the availability, reliability, or sufficiency of backup power for Landlord's purposes; and (ii) shall be authorized to interconnect with and utilize existing electrical power at Landlord's facility on the Property while permitting, inspection, and activation of the sub panel meter is ongoing, and will reimburse Landlord for its share of electrical power used until such time that Tenant's separately metered electrical services activation occurs.

7. Assignment/Sublease. With Landlord's prior written consent, which consent shall not be unreasonably conditioned, delayed, or withheld, Tenant shall have the right to assign or sublease its rights under this Lease, in whole or in part. All assignees and sublessees of Tenant must agree in writing to be bound by the terms and conditions of this Lease.

8. Notices. Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not (i) when delivered by nationally recognized overnight courier, or (ii) three (3) days following deposit in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they may have hereafter specified by written notice:

Landlord's Address for Notices:

City of Colfax
P.O. Box 702
Colfax, CA 95713

Attention: City Manager

Tenant's Address for Notices:

Astound Broadband, LLC
1101 Creekside Ridge Drive, Suite 270
Roseville, CA 95678
Attn: Facilities Management

With a copy to:

WaveDivision Holdings, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
Attn: Legal

9. Indemnity. Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's

insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property or liability insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property or Premises by the indemnifying party or the employees, agents, contractors, licensees, tenants, and/or subtenants of the indemnifying party, or (b) breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental, or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon its receipt of prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party granting it the right to control the defense and settlement of the same. The provisions of this section shall survive the termination of this Lease.

10. Insurance. Tenant, at Tenant's expense, will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage liability, insuring Landlord and Tenant against all liability arising out of Tenant's use, occupancy or maintenance of the Premises and the Property.

11. Termination. Landlord and Tenant shall each have the right to terminate this Lease at any time, for any reason or no reason at all, upon thirty (30) days' prior written notice to the non-terminating party. Upon termination, neither party will owe any further obligation under this Lease except those obligations which expressly survive the expiration or earlier termination of this Lease.

12. Default. If either party is in default of its obligations under this Lease for a period of thirty (30) days following written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate the Lease; provided, however, if a default by Tenant cannot reasonably be cured within the thirty (30)-day period, the Lease will not terminate if Tenant commences action to remedy the default within the thirty (30)-day period and proceeds with due diligence to fully cure the default.

13. Permits. If Tenant is required to obtain any governmental permits or approvals (collectively, "Permits") in connection with its use of the Premises for the Communications Facilities, Landlord agrees, at no cost to Landlord, to execute and deliver any applications or other documents and to provide such other information that may be reasonably required in connection with Tenant's obtaining the Permits.

14. Title. Landlord represents and warrants to Tenant and covenants that throughout the term of this Lease that Landlord has a legally valid and effective fee interest in the property on which the Premises and Access and Utility License are located and has full power and authority to enter into and execute this Lease. Landlord further covenants during the term of this Lease that there are no covenants, easements or restrictions of record which prevent or adversely affect the use or occupancy of the Premises by Tenant as set forth in this Lease.

15. Quiet Enjoyment. Landlord covenants that so long as Tenant is not in default under this Lease beyond any applicable notice and cure period, Tenant shall peaceably and quietly hold and enjoy the right to use the Premises and Access and Utility License on the terms and conditions and for the purposes stated herein during the term of this Lease, without hindrance or ejection by Landlord or any person claiming under Landlord.

16. Non-Interference. Tenant shall not use the Property or the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with facilities or equipment installed before the Effective Date. Landlord shall not use, and shall not permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of the Tenant thereupon.

17. Memorandum of Lease. Upon Tenant's request and at Tenant's sole expense, Landlord agrees to execute a memorandum of this Lease suitable for recording with the appropriate recording office.

18. General.

(a) Successors and Assigns. The Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

(b) Entire Agreement. This Lease, including any Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises, or understandings between the parties. Any amendments to the Lease must be in writing and executed by both parties in order for them to be effective.

(c) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease.

(d) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of California.

(e) Attorneys' Fees. In the event of any action at law or suit in equity in relation to this Lease, the prevailing party will be entitled to have the other party pay its reasonable attorneys' fees and costs.

(f) Counterparts. This Lease may be executed in counterparts, and all executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that signatures transmitted by electronic mail in .pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Lease had been signed and delivered using a handwritten signature.

(g) Authority. The undersigned signatories, as agents for Landlord and Tenant, represent and warrant, each to the other, that each has been granted full authority by Landlord and Tenant, respectively, to enter into this Lease and to bind Landlord and Tenant to perform the conditions and obligations contained herein. Landlord represents and warrants to Tenant that this Lease has been granted in compliance with all applicable legal and administrative requirements.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

LANDLORD:

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2022.

Name: _____
NOTARY PUBLIC in and for the State of
California, residing at _____
My commission expires: _____

EXHIBIT A

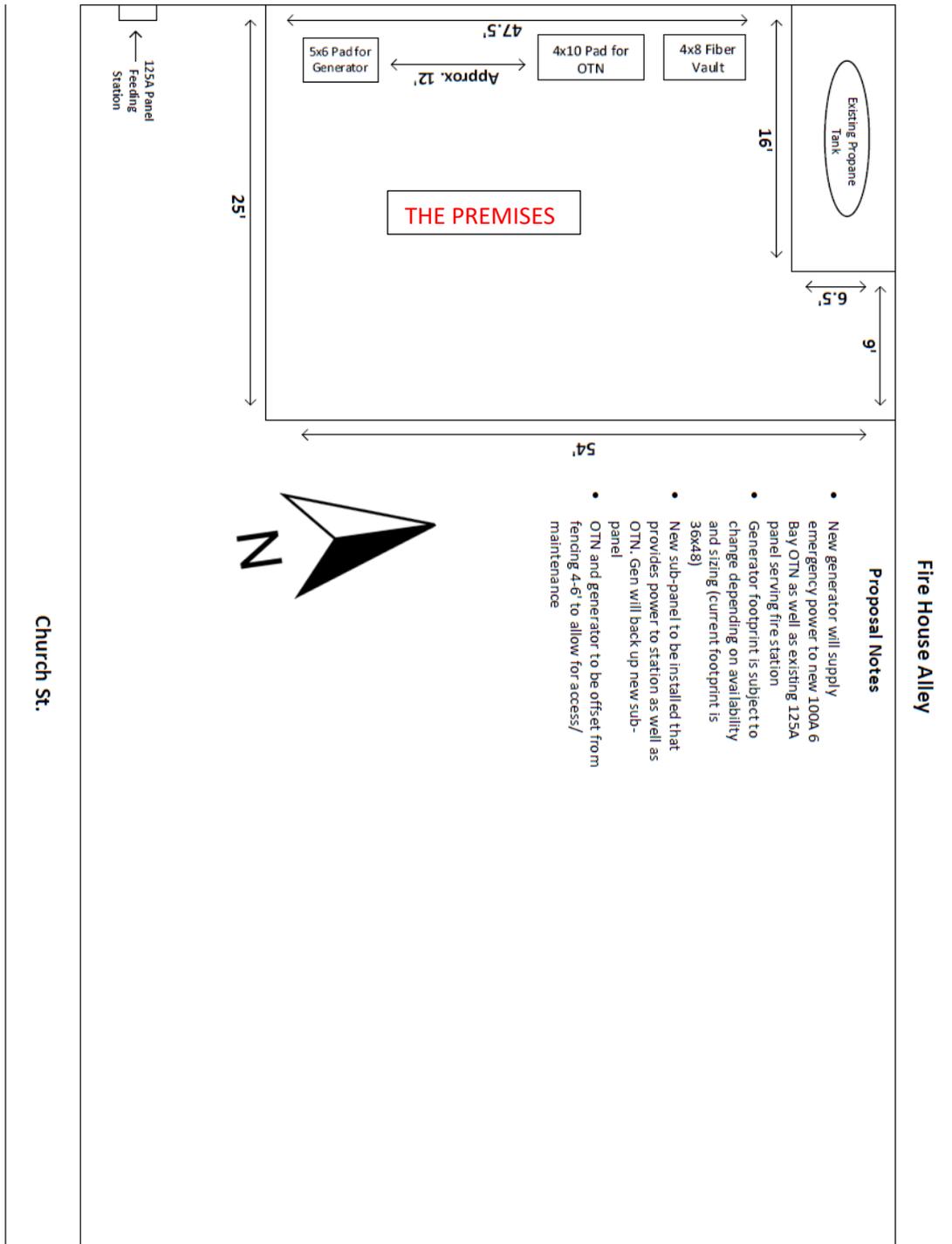
Premises



6-06

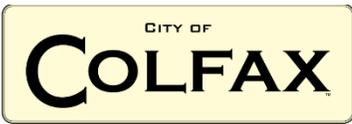
POR. SEC. 34, T.15N., R.9E., POR. SEC. 3, T.14N, R.9R., M.D.B.&M.

EXHIBIT B
Communications Facilities



Proposal Notes

- New generator will supply emergency power to new 100A 6 Bay OTN as well as existing 125A panel serving fire station
- Generator footprint is subject to change depending on availability and sizing (current footprint is 36x48)
- New sub-panel to be installed that provides power to station as well as OTN. Gen will back up new sub-panel
- OTN and generator to be offset from fencing 4-6' to allow for access/maintenance



Staff Report to City Council

FOR THE OCTOBER 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy Expanding Pioneer Energy Joint Power Authority Membership

Budget Impact Overview:

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

RECOMMENDED ACTION: Adopt Resolution __-2022 approving Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy and expanding Pioneer Community Energy Joint Power Authority membership to include the City of Grass Valley and Nevada City as Voting Members and authorize the City Manager to execute the same.

Summary/Background

Pioneer Community Energy (Pioneer) is a Joint Powers Authority formed between the Counties of Placer and El Dorado, the Town of Loomis, and the Cities of Auburn, Colfax, Lincoln, Placerville, and Rocklin.

Pioneer is a Community Choice Aggregation Program (CCA) authorized under Assembly Bill 117 (2002). The CCA provides local control over the electricity rates to the residents and businesses within its member jurisdictions.

Pioneer purchases the electricity supply and PG&E transmits and delivers the power through PG&E’s infrastructure (poles and wires). PG&E continues to own, operate, and maintain its distribution infrastructure. PG&E also continues to provide meter reading and billing services for Pioneer’s customers.

On September 15, 2022, the Pioneer Community Energy Board received a presentation on the impact assessment study related to the proposed expansion. The results of that assessment determined the proposed expansion to be beneficial to both the existing customers in the current Pioneer service area, as well as potential customers in Grass Valley and Nevada City.

According to Pioneer Community Energy Staff, the expansion strengthens Pioneer, and the member agencies share in Pioneer’s improved position through the following:

- **Stable and Competitive Rates** – A stronger balance sheet supports maintaining Pioneer’s competitive rates while allowing Pioneer to absorb power supply price shocks to maintain rate stability.
- **Legislative & Regulatory Influence** – A larger service territory also increases the pool of elected officials and strengthens Pioneer’s influence with the California Public Utilities Commission and state legislators. Pioneer’s member agencies have better representation through Pioneer than they do through PG&E with a priority placed on issues important to our region.
- **Local Jobs and Power Supply Resources** – By strengthening Pioneer, it allows the pursuit of local power supply projects, including biomass, that creates good wage jobs in the local economy, mitigates wildfire risk, and diversifies Pioneer’s power supply portfolio to keep power supply costs stable.

Fiscal Impacts

There is no direct fiscal impact to the City of Colfax.

Attachments:

1. Resolution __ - 2022
2. Agreement for the Amended and Restated JPA Amendment No. 5

City of Colfax

City Council

Resolution No. __-2022

APPROVING AMENDMENT NO. 5 TO THE AMMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR POIONEER COMMUNITY ENERGY EXPANDING PIONEER COMMUNITY ENERGY JOINT POWERS AUTHORITY MEMBERSHIP TO INCLUDE THE CITY OF GRASS VALLEY AND NEVADA CITY AS VOTING MEMBERS AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME

WHEREAS, the Sierra Valley Energy Authority was established on September 9, 2015, between the County of Placer and the City of Colfax; and,

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing conduit and program expansion platform for the mPOWER Program; and,

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and,

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the “Amended and Restated JPA”) became effective on February 22, 2017; and,

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program (the “CCA”) within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and,

WHEREAS, on July 17, 2017, the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy (“Pioneer”); and,

WHEREAS, on December 9, 2020, the City Council approved a Resolution approving Amendment No. 1 to the Amended and Restated JPA to provide for El Dorado County and the City of Placerville to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy; and,

WHEREAS, on December 17, 2020, the Governing Board of Pioneer Community Energy approved Amendment No. 1 to the Amended and Restated JPA, which authorized the County of El Dorado and the City of Placerville to become Voting Members; and,

WHEREAS, the Governing Board of Pioneer Community Energy has previously approved four amendments to the Amended and Restated JPA; and,

WHEREAS, the City of Nevada City and the City of Grass Valley have expressed a desire to join Pioneer for the purpose of participating in Pioneer’s Community Choice Aggregation Program (“CCA Program”); and,

WHEREAS, an impact assessment was performed to analyze the feasibility of expanding Pioneer’s CCA Program service territory into PG&E’s service area in Nevada City and the City of Grass Valley, the results of which showed such an expansion to be beneficial to both existing Pioneer ratepayers, and potential ratepayers in Nevada City and the City of Grass Valley; and,

WHEREAS, to these ends, the City Council of Colfax desires to approve the execution of Amendment No. 5 to the Amended and Restated JPA to provide for the City of Nevada City and the City of Grass Valley to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy.

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

1. The above recitals are true and correct.
2. This Amendment No. 5 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides for admission of the City of Nevada City and the City of Grass Valley as Voting Members.
3. The City Council hereby approves Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under the Joint Powers Law, in the form attached hereto as Exhibit A. The City Manager is hereby authorized and directed to execute Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the City.
4. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 26th of October, 2022, by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Marguerite Bailey, City Clerk

Marnie Mendoza, Mayor Pro Tem

**AMENDMENT NO. 5 TO THE AMENDED AND RESTATED JOINT EXERCISE
OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY**

THIS AMENDMENT (hereafter "Amendment") amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter "Amended and Restated JPA") with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, and as executed pursuant to Amendment No. 1 to the Amended and Restated JPA by the COUNTY OF EL DORADO and the CITY OF PLACERVILLE all public entities of the State of California. By this Amendment the City of Nevada City and the City of Grass Valley (collectively, the "New Voting Members") become signatories to the Amended and Restated JPA.

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into the original Joint Exercise of Powers Agreement for the purpose of establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Exercise of Powers Act, Government Code Section 6500, et seq.; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members of the Joint Exercise of Powers Agreement and established a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, Amendment No. 1 to the Amended and Restated JPA, which was approved by the Governing Board on December 27, 2020 and became effective March 9, 2021, authorized the County of El Dorado and the City of Placerville to become Voting Members; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a fifth time to add the City of Nevada City and the City of Grass Valley as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:

Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of the Authority shall consist of up to a eleven (11) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Grass Valley, Rocklin, Lincoln, Nevada City, Placerville and the Town of Loomis that becomes a signatory to this Agreement ("Board Member").

The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

- 2. Effective Date. This Amendment shall take effect and become operative after the Cities of Grass Valley and Nevada City each approve and sign the Amendment and after the CPUC certifies the Implementation Plan filed by Pioneer to include the Cities of Grass Valley and Nevada City.
- 3. Counterparts. This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.
- 4. Except as specifically amended above, all other provisions of the Amended and Restated JPA shall remain in full force and effect.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 5 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

COUNTY OF EL DORADO, a political subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Chairman, Board of Supervisors

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

By _____
City Manager, Wes Heathcock

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF GRASS VALLEY, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF NEVADA CITY, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF PLACERVILLE, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

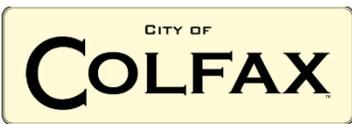
EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form _____

By _____
Mayor, Town Council

ATTEST:



Staff Report to City Council

FOR THE October 26, 2022 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
Subject: Pavement Management Plan Update – Coastland Engineering

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: TBD	Fund(s): 250
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RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to execute an agreement with Coastland Engineering to complete an update of the Pavement Management Plan with the following options:
 Option 1 Coastland Engineering providing a comprehensive PMP update in an amount not to exceed \$25,240.
 Option 2 Coastland Engineering providing a hybrid service that includes the City staff participation in an amount not to exceed \$15,800.

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 preparation of the City’s first Pavement Management Program (PMP). City Council’s goals include improving City streets and the first step in accomplishing this goal is to evaluate the current condition of pavement throughout the City to assist in prioritizing pavement projects. The PMP systematically evaluates the current pavement conditions as well as projecting future pavement conditions for all City maintained streets.

After the completion of the initial PMP report, City staff completed annual maintenance on the existing roads through methods such as potholing and skim patching only. The funding awarded to the City through the Community Development Block Grant (CDBG) that was scheduled to be used for complete road rehabilitation on Pleasant, School, Depot, Culver and Forest Hill has yet to be received. These fiscal limitations have limited street maintenance on both surface streets and major arterials, which have continued to deteriorate.

City staff, at the direction of City Council, contacted Coastland Engineering to complete a PMP update of all surface streets and major arterials to provide a real time view of our transportation infrastructure. The following two options outline tasks for two Coastland Engineering proposals. Option 1 outlines the proposed work to be completed entirely by Coastland Engineering staff. Option 2 outlines the proposed work to be complete by Coastland Engineering staff in conjunction with City of Colfax staff.

Option 1 Proposal - \$25,240

TASK 1 – STREET SEGMENTATION

- Base map update.
- Adjust street segments.
- City staff coordination.

TASK 2 – FIELD DISTRESS SURVEYS

- Field inspection.
- Quality assurance review inspections.

TASK 3 – STREETSAYER DATA UPDATE

- PCI review and update.
- Update unit costs.

TASK 4 – BUDGET SCENARIOS

- Update previous budget scenarios.
- City coordination – Review draft scenarios.
- Final budget scenarios, PCI projections, etc.

TASK 5 – PMP REPORT

- Summary report (update).
- City coordination – Review draft report.
- Final report.

Option 2 Hybrid Proposal – \$15,800**TASK 1 – STREET SEGMENTATION**

- Base map update.
- Adjust street segments.
- City staff coordination.

TASK 2 – FIELD DISTRESS SURVEYS

- Field inspections training.
- Quality assurance review inspections.

TASK 3 – STREETSAYER DATA UPDATE

- PCI review and update.
- Update unit costs.

TASK 4 – BUDGET SCENARIOS

- Update previous budget scenarios.
- City coordination – Review draft scenarios.
- Final budget scenarios, PCI projections, etc.

TASK 5 – PMP REPORT

- Summary report (update).
- City coordination – Review draft report.
- Final report.

Project Schedule

Coastland Engineering estimates the described scope of work to be completed in 8 – 10 weeks, from receiving notice to proceed. Upon the completion of the PMP update report, City staff will complete a final review and provide comments. Coastland estimates an additional two weeks to finalize the PMP report depending on the degree of comments before submission to City Council.

Staff is requesting direction from council on whether to proceed with the Coastland Engineering comprehensive proposal to update the PMP or the Coastland Engineering Hybrid proposal. If Council wishes to employ a

hybrid approach to completing the PMP, staff will work with Coastland Engineering to complete necessary training.

Fiscal Impacts

The agreement with Coastland Engineering to complete an update of the Pavement Management Plan will be funded by Fund 250 with a not to exceed amount of \$25,240.

Attachments:

1. Resolution__ - 2022 Option 1
2. Resolution __-2022 Option 2 Hybrid
3. Coastland Engineering Agreement
4. Coastland Engineering Option 1 Proposal
5. Coastland Engineering Option 2 Hybrid Proposal

City of Colfax

City Council

Resolution № __-2022

AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COASTLAND ENGINEERING TO COMPLETE AN COMPREHENSIVE SERVICE UPDATING THE PAVEMENT MANAGEMENT PLAN, IN AN AMOUNT NOT TO EXCEED \$25,240

WHEREAS, Council requested an update to the City of Colfax 2018 Pavement Management Plan that was adopted with Resolution 04-2018 on January 10, 2018; and,

WHEREAS, Coastland Engineering provided a comprehensive proposal to update the 2018 PMP.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Coastland Engineering to complete an comprehensive service updating the Pavement Management Plan for an amount not to exceed \$25,240.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of October 2022 by the following vote of the Council:

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

ATTEST:

Marguerite Bailey, City Clerk

Trinity Burruss, Mayor

City of Colfax City Council

Resolution No. __-2022

AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH COASTLAND ENGINEERING TO COMPLETE AN HYBRID SERVICE THAT INCLUDES CITY STAFF PARTICIPATION UPDATING THE PAVEMENT MANAGEMENT PLAN, IN AN AMOUNT NOT TO EXCEED \$15,800

WHEREAS, Council requested an update to the City of Colfax 2018 Pavement Management Plan that was adopted with Resolution 04-2018 on January 10, 2018; and,

WHEREAS, Coastland Engineering provided a hybrid proposal to update the 2018 PMP.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Coastland Engineering to complete an hybrid service that includes city staff participation updating the Pavement Management Plan for an amount not to exceed \$15,800.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of October 2022 by the following vote of the Council:

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

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey, City Clerk

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **27th day of October, 2022** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Coastland Engineering**. (“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 on or before February 28, 2023.** During the performance of the Services, Contractor shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

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

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

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

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

Coastland Engineering DCCM
11641 Blocker Drive Suite 170
Auburn, CA 95603

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 _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM:

City Attorney

Exhibit A

COASTLAND**DCCM**

October 20, 2022

Mr. Martin Jones
 Public Works Director
 City of Colfax
 P.O. Box 702
 Colfax, CA 95713

Subject: Proposal for Engineering Services to Update the Colfax Pavement Management Program

Dear Martin,

In response to your request, Coastland | DCCM is pleased to provide this scope and fee for updating of the City of Colfax's Pavement Management Program (PMP). This proposal is based on our understanding of the City's needs, however if we haven't accurately addressed your needs in this proposal, we will gladly revise it accordingly.

PROJECT UNDERSTANDING

It is our understanding that the City desires to update the PMP by performing pavement distress inspections of all streets. We propose to present these findings in an updated PMP Report including various budget scenarios. StreetSaver subscription costs are not included in this proposal and will be paid directly by the City to MTC.

SCOPE OF SERVICES

TASK 1 – STREET SEGMENT UPDATE

We will work with the City to obtain updated information on any street changes or new streets added since the most recent PMP update. Coastland | DCCM will update the Street Base Map and identify any street segments requiring adjustment of limits. Segments will be created for any new public streets and entered in the PMP. Coastland | DCCM will review the recommended adjustments with the City prior to commencing field pavement distress surveys.

TASK 2 – FIELD DISTRESS SURVEY

Coastland | DCCM will perform field pavement distress surveys of the approximately 103 sections (about 10 miles) of existing public streets. Any new or adjusted street segments will also be surveyed.

Using MTC guidelines, our inspectors will physically walk, inspect, and measure 10% of the most representative surface area for each of the existing pavement sections. Before any measurements are recorded, our inspector will visually evaluate the entire length of each section

Santa Rosa
 1400 Neotomas Avenue
 Santa Rosa, CA 95405
 Tel: 707.571.8005

Auburn
 11641 Blocker Drive, Ste. 170
 Auburn, CA 95603
 Tel: 530.888.9929

Pleasant Hill
 3478 Buskirk Avenue, Ste. 1000
 Pleasant Hill, CA 94523
 Tel: 925.233.5333

Fairfield
 324 Campus Lane, Ste. A
 Fairfield, CA 94534
 Tel: 707.702.1961

www.coastlandcivil.com

to ensure the most representative 10% area is selected for inspection. For those sections that are difficult to represent with only one representative inspection area per section, an additional “special” inspection area is evaluated within the section. This approach is consistent with MTC guidelines to address significantly deteriorated streets. For each section, we will observe, assess, measure, and record the following: A), the type of pavement distresses (alligator cracking, block cracking, rutting, trench cuts, etc.), and B) the current severity (high, medium, or low) of distress. Additionally, once the field distress surveys have been completed, we will perform an independent quality assurance check (per MTC’s requirements) on 10% of the streets surveyed. The quality assurance check will be done by an engineer in our office that is very familiar with pavement evaluation and distress surveys. Coastland | DCCM uses the Mobile Rater app to directly load field pavement distress inspections into StreetSaver.

TASK 3 – STREETSAVER DATA UPDATE

Data generated from Task 2 will be input into the City’s PMP StreetSaver database. This data will be used to calculate the current Pavement Condition Index (PCI) for each segment. In addition, this task includes data entry of any information on recent street maintenance and pavement rehabilitation projects. Unit pavement treatment costs will be reviewed and updated as appropriate.

TASK 4 – BUDGET SCENARIOS ANALYSIS

Similar to the prior PMP report, we will generate five different 5-year expenditure plans (“what if’s”) for planning/budgeting purposes: a) \$0 funding; b) unlimited funding; c) reasonably expected 5-year funding as determined and provided by City staff; d) funding required to keep the resulting average citywide PCI the same by for the next 5 years; and e) funding required to increase the resulting average citywide PCI by 5 PCI points in the next 5 years.

Typically, for PMP purposes, the reasonably expected 5-year funding projection is based on street funding experienced during prior years and any new expected funding. The resulting 5-year expenditure plans will list, by year, the specific recommended street pavement sections and their associated treatments and costs. This analysis includes input of the percent of the annual street budget to use for preventative maintenance, the current construction unit costs typical to the area and a strategy (decision tree) on the type of pavement treatment to use based on the functional classification of the street.

TASK 5 – 2022 PMP REPORT UPDATE

Based on the information gathered and developed in Tasks 1 – 4, we will prepare a Final 2022 PMP Update Report for the City of Colfax. The content of the PMP Update Report will be substantially similar to prior PMP Reports. The final deliverables will include a bound hardcopy of the Final 2022 PMP Update Report with an executive summary, including select PMP StreetSaver Report printouts and an updated Base Map. The StreetSaver database will be up to date upon completion of the PMP Report.

PROJECT SCHEDULE

Based on the described scope of work, we estimate the time required to complete the work and deliver the Draft 2022 PMP Update Report will be 8 to 10 weeks from receiving the notice to

October 18, 2022
Mr. Martin Jones, City of Colfax
Page 3 of 3

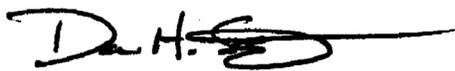
proceed. Pending the City's final review and degree of comments, we will finalize the PMP Report two weeks after receiving City staff comments.

ESTIMATED COSTS

We propose to perform the scope of work for this project on a time and material basis for a Not To Exceed amount of \$25,240 as shown in the attached work estimate. The duration of these services is for a period not to exceed 4 months.

We are prepared to begin this work upon receipt of the City's written approval of this proposal and written Notice to Proceed. Thank you for the opportunity to assist the City of Colfax with this important project. If you have any questions regarding the contents of this proposal, please contact Michael Karoly at (530) 489-8129.

Sincerely,



Dane Schilling
Associate Principal



Michael Karoly, PE
Supervising Engineer/Project Manager

COASTLAND DCCM WORK ESTIMATE							
2022 PMP Update		Engineering Design Services			City of Colfax		
Task Information				Hours & Cost			
TASK		Project Manager	Supervising Eng. (QC)	Assistant Engineer	Sr. Engr. Technician	TOTAL HOURS	TOTAL FEE
		Michael	Dane or Travis	CAD	Inspector		
		\$200	\$220	\$160	\$160		
1 Street Segment Update							
1.1	Base Map Update	2		8		10	\$ 1,680
1.2	Adjust Street Segments	4		4		8	\$ 1,440
1.3	City Staff Coordination	2	1			3	\$ 620
						21	\$ 3,740
2 Field Distress Survey							
2.1	Field Inspections	4			60	64	\$ 10,400
2.2	Quality Assurance Review-Inspections		4		6	10	\$ 1,840
						74	\$ 12,240
3 StreetSaver Data Update							
3.1	PCI review and update	2				2	\$ 400
3.2	Update Unit Costs	2	1			3	\$ 620
						5	\$ 1,020
4 Budget Scenarios Analysis							
4.1	Update Previous Budget Scenarios	12				12	\$ 2,400
4.2	City Coordination - Review draft Scenarios	4	1			5	\$ 1,020
4.3	Final Budget Scenarios, PCI projections, etc.	8				8	\$ 1,600
						25	\$ 5,020
5 2022 PMP Report Update							
5.1	Summary Report (Update)	8				8	\$ 1,600
5.2	City Coordination - Review draft Report	2	1			3	\$ 620
5.3	Final Report	4				4	\$ 800
						15	\$ 3,020
Direct Costs (repro, mileage, etc.)							\$ 200
Total Cost		54	8	12	66	140	\$25,240

Exhibit A

COASTLAND**DCCM**

October 20, 2022

Mr. Martin Jones
 Public Works Director
 City of Colfax
 P.O. Box 702
 Colfax, CA 95713

Subject: Proposal for Engineering Services to Update the Colfax Pavement Management Program

Dear Martin,

In response to your request, Coastland | DCCM is pleased to provide this scope and fee for updating of the City of Colfax's Pavement Management Program (PMP). This proposal is based on our understanding of the City's needs, however if we haven't accurately addressed your needs in this proposal, we will gladly revise it accordingly.

PROJECT UNDERSTANDING

It is our understanding that the City desires to update the PMP by performing pavement distress inspections of all city-maintained streets. The City also desires to use this opportunity to train City staff in developing its own capabilities to performing field distress surveys. Accordingly, Coastland will train and work alongside city staff in performing field surveys. We propose to present these findings in an updated PMP Report including various budget scenarios. StreetSaver subscription costs are not included in this proposal and will be paid directly by the City to MTC.

SCOPE OF SERVICES

TASK 1 – STREET SEGMENT UPDATE

We will work with the City to obtain updated information on any street changes or new streets added since the most recent PMP update. Coastland | DCCM will update the Street Base Map and identify any street segments requiring adjustment of limits. Segments will be created for any new public streets and entered in the PMP. Coastland | DCCM will review the recommended adjustments with the City prior to commencing field pavement distress surveys.

TASK 2 – FIELD DISTRESS SURVEY

Coastland | DCCM will devote 12-hours of field time to hands-on training of city staff in conducting field pavement distress surveys of the approximately 103 sections (about 10 miles) of existing city streets. Any new or adjusted street segments will also be surveyed. We estimate this effort will require approximately 40-hrs of city staff time to complete the surveys.

Santa Rosa
 1400 Neotomas Avenue
 Santa Rosa, CA 95405
 Tel: 707.571.8005

Auburn
 11641 Blocker Drive, Ste. 170
 Auburn, CA 95603
 Tel: 530.888.9929

Pleasant Hill
 3478 Buskirk Avenue, Ste. 1000
 Pleasant Hill, CA 94523
 Tel: 925.233.5333

Fairfield
 324 Campus Lane, Ste. A
 Fairfield, CA 94534
 Tel: 707.702.1961

www.coastlandcivil.com

Using MTC guidelines, our inspectors will physically walk, inspect, and measure 10% of the most representative surface area for each of the existing pavement sections. Before any measurements are recorded, our inspector will visually evaluate the entire length of each section to ensure the most representative 10% area is selected for inspection. For those sections that are difficult to represent with only one representative inspection area per section, an additional “special” inspection area is evaluated within the section. This approach is consistent with MTC guidelines to address significantly deteriorated streets. For each section, we will observe, assess, measure, and record the following: A), the type of pavement distresses (alligator cracking, block cracking, rutting, trench cuts, etc.), and B) the current severity (high, medium, or low) of distress. Additionally, once the field distress surveys have been completed, we will perform an independent quality assurance check (per MTC’s requirements) on 10% of the streets surveyed. The quality assurance check will be done by an engineer in our office that is very familiar with pavement evaluation and distress surveys. Coastland | DCCM uses the Mobile Rater app to directly load field pavement distress inspections into StreetSaver.

TASK 3 – STREETSAVER DATA UPDATE

Data generated from Task 2 will be input into the City’s PMP StreetSaver database. This data will be used to calculate the current Pavement Condition Index (PCI) for each segment. In addition, this task includes data entry of any information on recent street maintenance and pavement rehabilitation projects. Unit pavement treatment costs will be reviewed and updated as appropriate.

TASK 4 – BUDGET SCENARIOS ANALYSIS

Similar to the prior PMP report, we will generate five different 5-year expenditure plans (“what if’s”) for planning/budgeting purposes: a) \$0 funding; b) unlimited funding; c) reasonably expected 5-year funding as determined and provided by City staff; d) funding required to keep the resulting average citywide PCI the same by for the next 5 years; and e) funding required to increase the resulting average citywide PCI by 5 PCI points in the next 5 years.

Typically, for PMP purposes, the reasonably expected 5-year funding projection is based on street funding experienced during prior years and any new expected funding. The resulting 5-year expenditure plans will list, by year, the specific recommended street pavement sections and their associated treatments and costs. This analysis includes input of the percent of the annual street budget to use for preventative maintenance, the current construction unit costs typical to the area and a strategy (decision tree) on the type of pavement treatment to use based on the functional classification of the street.

TASK 5 – 2022 PMP REPORT UPDATE

Based on the information gathered and developed in Tasks 1 – 4, we will prepare a Final 2022 PMP Update Report for the City of Colfax. The content of the PMP Update Report will be substantially similar to prior PMP Reports. The final deliverables will include a bound hardcopy of the Final 2022 PMP Update Report with an executive summary, including select PMP StreetSaver Report printouts and an updated Base Map. The StreetSaver database will be up to date upon completion of the PMP Report.

PROJECT SCHEDULE

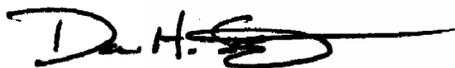
Based on the described scope of work, we estimate the time required to complete the work and deliver the Draft 2022 PMP Update Report will be 8 to 10 weeks from receiving the notice to proceed. Pending the City’s final review and degree of comments, we will finalize the PMP Report two weeks after receiving City staff comments.

ESTIMATED COSTS

We propose to perform the scope of work for this project on a time and material basis for a Not To Exceed amount of \$15,800 as shown in the attached work estimate. The duration of these services is for a period not to exceed 4 months.

We are prepared to being this work upon receipt of the City’s written approval of this proposal and written Notice to Proceed. Thank you for the opportunity to assist the City of Colfax with this important project. If you have any questions regarding the contents of this proposal, please contact Michael Karoly at (530) 489-8129.

Sincerely,



Dane Schilling
Associate Principal



Michael Karoly, PE
Supervising Engineer/Project Manager

COASTLAND <i>BCCM</i>		WORK ESTIMATE					
2022 PMP Update		Engineering Design Services				City of Colfax	
Task Information						Hours & Cost	
TASK		Project Manager	Supervising Eng. (QC)	Assistant Engineer	Sr. Engr. Technician	TOTAL HOURS	TOTAL FEE
		Michael	Dane or Travis	CAD	Inspector		
		\$200	\$220	\$160	\$160		
1 Street Segment Update							
1.1	Base Map Update	2		8		10	\$ 1,680
1.2	Adjust Street Segments	4		4		8	\$ 1,440
1.3	City Staff Coordination	2	1			3	\$ 620
						21	\$ 3,740
2 Field Distress Survey							
2.1	Field Inspection Training	4	2		10	16	\$ 2,840
2.2	Quality Assurance Review-Inspections		2		2	4	\$ 760
						20	\$ 3,600
3 StreetSaver Data Update							
3.1	PCI review and update	2				2	\$ 400
3.2	Update Unit Costs	2	1			3	\$ 620
						5	\$ 1,020
4 Budget Scenarios Analysis							
4.1	Update Previous Budget Scenarios	10				10	\$ 2,000
4.2	City Coordination - Review draft Scenarios	4	1			5	\$ 1,020
4.3	Final Budget Scenarios, PCI projections, etc.	6				6	\$ 1,200
						21	\$ 4,220
5 2022 PMP Report Update							
5.1	Summary Report (Update)	8				8	\$ 1,600
5.2	City Coordination - Review draft Report	2	1			3	\$ 620
5.3	Final Report	4				4	\$ 800
						15	\$ 3,020
Direct Costs (repro, mileage, etc.)							\$ 200
Total Cost		50	8	12	12	82	\$15,800