

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza
Councilmembers · David Ackerman · Kim Douglass · Sean Lomen

REGULAR MEETING AGENDA

January 11, 2023

Closed Session: 5:30 PM

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/81153261274>

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

811 5326 1274

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**

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

1B. **Roll Call**

1C. **Public Comment on Closed Session Items**

1D. **Closed Session:**

(a) **Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case.**

2 **OPEN SESSION**

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

2B. **Report from Closed Session**

2C. **Pledge of Allegiance**



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

January 11, 2023

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 __-2023 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

3B. **Minutes** (Pages 9-12)

Recommendation: By Motion, approve the Colfax City Council minutes of 12/14/2022.

3C. **Quarterly Sales Tax Analysis – Quarter Ended September 30, 2022** (Pages 13-15)

Recommendation: Accept and File.

3D. **Cash Summary – November 2022** (Pages 16-23)

Recommendation: Accept and File.

3E. **Authorization to Bid – Algae Control Project and I & I Mitigation Project** (Pages 24-27)

Recommendation: Adopt Resolution __-2023 authorizing the City Manager to solicit bids for construction of the following:

1. Algae Control Project with a construction cost estimate of \$3,150,000.
2. I&I Mitigation Project with a construction cost estimate of \$4,624,000.

3F. **Notice of Completion – Colfax Hospitality Partners LLC, Best Western Hotel Project** (Pages 28-33)

Recommendation: Adopt Resolution __-2023 accepting the Colfax Hospitality Partners LLC, Best Western Hotel Project as complete, authorizing discharge of faithful performance security, and authorizing the recording of the Notice of Completion.

3G. **Notice of Completion - Lift Station 5 Force Main Improvement Project** (Pages 34-37)

Recommendation: Adopt Resolution __-2023 accepting the Lift Station 5 Force Main Improvement Project as complete and authorizing the recording of the Notice of Completion.

3H. **Agreement with Pelayo Construction for City Facility Repairs** (Pages 38-54)

Recommendation: Adopt Resolution __-2023 authorizing the City Manager to enter into an agreement with Pelayo Construction for City facility repairs in an amount not to exceed \$19,380.

*** End of Consent Calendar ***

4 AGENCY REPORTS

4A. **Placer County Sheriff Department**

4B. **CHP**

4C. **Placer County Fire Department/CAL FIRE**

4D. **Non-Profits**



5 **PRESENTATION (No Presentation)**

6 **PUBLIC HEARING**

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

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

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

- 6A. **Ordinance Amending Colfax Municipal Code Title 15 By Adding Chapter 15.40 To Establish Procedures for Expediting the Permit Process for Electric Vehicle Charging Stations.** (Pages 55-64)
Recommendation: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for adoption at the next regular City Council meeting currently scheduled for January 25, 2023, to be effective 30 days after adoption.

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 (No Council Business)**



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

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 JANUARY 11, 2023, 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 __-2023 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 __-2023

City of Colfax

City Council

Resolution № __-2023

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 11th of January, 2023, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor Pro Tem

Marguerite Bailey, City Clerk



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, December 14, 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 6:07 pm.

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

2C. **Pledge of Allegiance**

2D. **Roll Call**

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

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

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

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

3 **CONSENT CALENDAR**

3A. **Authorize Remote Teleconference Meetings Pursuant to Government Code Section 54953(e) [AB 361]**

Recommendation: Adopt Resolution 53-2022 authorizing remote teleconference meetings pursuant to Government Code Section 54953(e) [AB 361].

3B. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 11/09/2022.

3C. **Cash Summary – October 2022**

Recommendation: Accept and File.

3D. **Quarterly Investment Report – Quarter ended 09/30/22**

Recommendation: Accept and File.

3E. **Second Amendment to Maidu Village ARCO Project Subdivision Improvement Agreement**

Recommendation: Adopt Resolution 54-2022 authorizing the City Manager to execute a Second Amendment to the August 31, 2022, Subdivision Improvement Agreement with Colfax Auburn, LLC, for the Maidu ARCO Project.

3F. **Lease Agreement for City-Owned Property at 99 Railroad Street, Suite 1**

Recommendation: Adopt Resolution 55-2022 authorizing the City Manager to enter into a 1-year lease with the option of a second year with Denia M. Long and Stephanie N. Layton for 99 Railroad Street, Suite 1

End of Consent Calendar

By **MOTION**, approve the consent calendar.

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

4 **AGENCY REPORTS**

- 4A. **Placer County Sheriff Office** – Sgt. Kevin Griffiths provided arrest reports for the City.
- 4B. **CHP** – Public Information Officer Chris Nave spoke about weather conditions and the impact to drivers and the increase of collisions.
- 4C. **Placer County Fire/CAL FIRE** – Battalion Chief Jeff Loveless also spoke about weather conditions and provided response statistics.
- 4D. **Non-Profits** – Colfax Chamber of Commerce – President, Tim Ryan provided an overview of the Winterfest Event and thanked the Lions Club, Green Machine, Friends of the Library, City Staff and the Hansen Brothers business for their perseverance through the poor weather. He announced his retirement as President of the Chamber and Council expressed their appreciation for his service to the community.

5 **PRESENTATION**

- 5A. **Proclamation of Service for CHP Public Information Officer Chris Nave**
Presentation by: Mayor Burruss.
 The Mayor presented a proclamation to Officer Nave who received a standing ovation and praise from his peers and the community.
- 5B. **Proclamation of Service for CAL FIRE Assistant Chief Mike Rufenacht**
Presentation by: Mayor Burruss.
 The Mayor presented a proclamation to Chief Rufenacht who received a standing ovation and praise from his peers and the community.
- 5C. **California Public Utilities Commission liaison for Placer County**
Presentation by: Hector Corral.
 CPUC Liaison Corral presented an overview of the CPUC's functions and objectives and explained his role in assisting the community in Colfax.
- 5D. **Placer Sierra Railroad Society**
 Jim Wood, Roger Staab and Dick Dorn presented the opportunity for the City to obtain 2 historic Rail Signals and provided their historical significance.

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**
- 6A. **Mitigation Impact Fees- Annual Report**
Presentation by: Laurie Van Groningen, Finance Director.
Recommendation: Conduct public hearing, review annual report, consider public and staff comments, accept report and adopt Resolution 56-2022 accepting and approving the Annual AB 1600 Mitigation Fee Report and Making Findings pursuant to Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Government Code §66000 Et Seq).
 Finance Director Van Groningen presented the report. No public testimony was given.
 By **MOTION**, approve Item 6A.
MOTION made by Councilmember Ackerman and seconded by Councilmember Fatula, and approved unanimously.

7 **PUBLIC COMMENT**

Tim Dion spoke about adult use and medicinal use cannabis regulations.

8

COUNCIL AND STAFF

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Lomen announced that the Placer Sierra Fire Safe Council meeting was cancelled for this month. Mayor Pro Tem Mendoza thanked everyone involved with Winterfest.
- 8B. **City Operations Update – City Manager** – City Manager Heathcock provided an update on the 2019 CDBG Road Improvement Project and announced there was some traction on receiving funds for the project.

9

COUNCIL BUSINESS

- 9A. **Declaring the results of the General Municipal Election held on November 8, 2022 for election of City Councilmembers, and voter response to Measure B**
Presentation by: Marguerite Bailey, City Clerk.
Recommended Action: Adopt Resolution 57-2022 declaring the results of the General Municipal Election held on November 8, 2022 1.) Electing 3 City Councilmembers and 2.) Adopting Ordinance No. 548 Amending Colfax Municipal Code Title 3, Chapter 3.20 to Charge the Transient Occupancy Tax on All Persons Receiving Revenue from Hotel Occupancy (Such as On-Line Hotel Brokers and Vacation Rental Agencies) and Increasing the Rate to 10%. Clerk Bailey asked Council to adopt the official canvass of votes declaring Trinity Burruss, Sean Lomen, and Kim Douglass the winners of the 3 open Council seats and the passing of Measure B. By **MOTION**, approve Item 9A.
MOTION made by Councilmember Mayor Pro Tem Mendoza and seconded by Councilmember Ackerman, and unanimously approved.
- 9B. **Oath of Office and Seating of New Councilmembers**
Presentation by: Marguerite Bailey, City Clerk
Recommended Action: Recognition of retiring Councilmembers and Oath of Office of newly elected Councilmembers from the term beginning December 14, 2022 through the first City Council Meeting after the Certification of the November 2026 Election.
Councilmember Fatula was thanked for his dedicated service to the City and received a standing ovation. The new Council was seated and took their oaths of office.
- 9C. **Rotation of City Council Officers: Mayor and Mayor Pro Tem**
Presentation by: Wes Heathcock, City Manager and Alfred A. “Mick” Cabral, City Attorney
Recommended Action: Select a Mayor and Mayor Pro Tem to serve in 2023. Council discussed the item. Councilmember Douglass supported the motion with the condition it was for 2023 only.
MOTION made by Mayor Pro Tem Mendoza to maintain the current roles of Trinity Burruss for Mayor and Marnie Mendoza for Mayor Pro Tem in 2023 and seconded by Councilmember Ackerman, and approved by the following vote:
AYES: Lomen, Ackerman, Douglass, Mendoza
NOES:
ABSTAIN: Burruss
ABSENT:

10

GOOD OF THE ORDER

Councilmember Lomen announced the Colfax Firefighters Association along with CAL FIRE, PCSO and CHP would be taking Santa on the annual tour of the City on Saturday. Councilmember Douglass stated that he thought there was good mix of talents for the new Council. Councilmember Ackerman congratulated Officer Nave and Chief Rufenacht on their respective retirements and thanked Councilmember Fatula for his years of work on Council. He also offered condolences to the family and friends of Colfax High School student, Dante De La Torre. Mayor Burruss asked for a moment of silence in Dante’s memory.

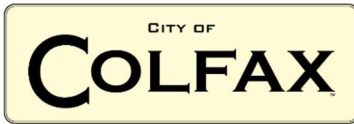
11

ADJOURNMENT

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 7:38 pm. Respectfully submitted to City Council this 11th day of January, 2023.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE JANUARY 11, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Sales Tax Analysis – Quarter Ended September 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 September 30, 2022, which is the first quarter of fiscal year 2022-2023.

As reported in the chart below, sales tax revenues for the quarter ended September 30, 2022 increased 37% as compared to the same quarter last year, but was 1% lower as compared to the previous quarter (06/30/2022).

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	Total Fiscal Year Actuals	Fiscal Year Budget	Actuals as % of Fiscal Year Budget	Actuals to Budget Difference		Original Budget
Fiscal Year 2022-2023	\$ 410,913	\$ -	\$ -	\$ -	\$ 410,913	\$ 1,297,800	32%			\$ 1,297,800
Fiscal Year 2021-2022	\$ 300,458	\$ 298,414	\$ 378,914	\$ 414,444	\$ 1,392,230	\$ 1,260,000	110%	\$ 132,230		\$ 1,260,000
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$ 1,250,000	114%	\$ 174,798		\$ 1,125,000
Fiscal Year 2019-2020	\$ 457,737	\$ 320,975	\$ 370,903	\$ 374,688	\$ 1,524,302	\$ 1,450,000	105%	\$ 74,302		\$ 1,430,388
% Change - Previous Calendar Qtr	-1%									
% Change - Same Qtr - Prev Year	37%									

Fiscal and Budget Impacts

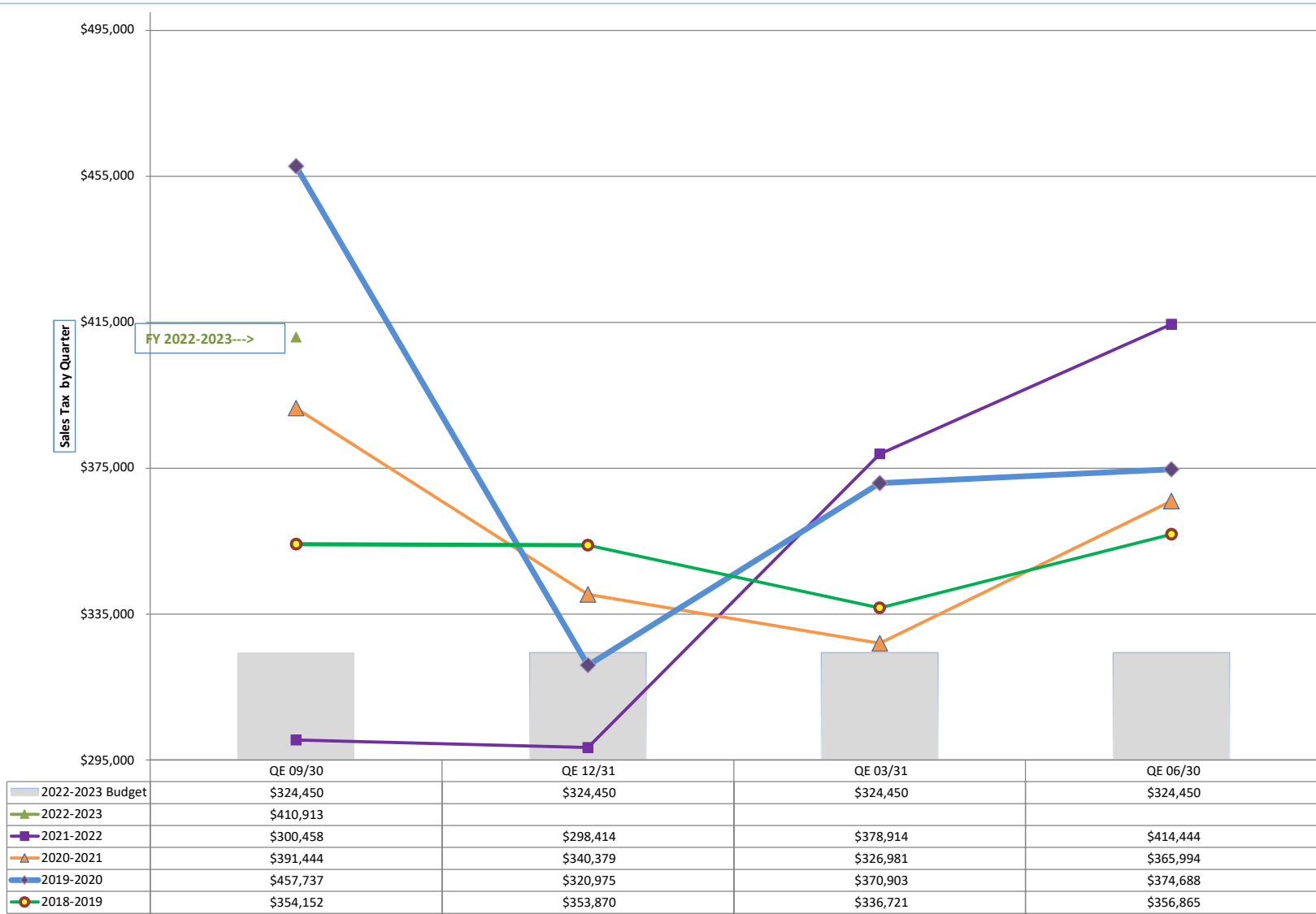
Sales and Use Tax revenues ended the 2021-2022 fiscal year 2% lower than the previous fiscal year and exceeded the original adopted budget by 10%.

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 09/30/2022)



City of Colfax

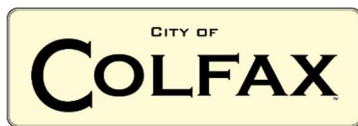
Sales and Use Tax Revenues

Item 3C

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 JANUARY 11, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – November 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 October 2022. Some monthly highlights are listed below:

- November revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of September 2022 (two-month lag).
 - Reimbursement from State Water Resource Control Board for Construction grant (primarily solar project).
 - Reimbursement from Cal OES for 2021 Winter Storm expenses
- November expenditures included:
 - Ongoing monthly operating expenses
 - Approved capital project expenditures – significant expenditures on WWTP Construction Grant and Lift Station #5 Repair project.
- Negative cash fund balances at the end of November are due to timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), 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 grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from 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. Next reimbursement request scheduled to completed and submitted in January 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 expected to be submitted on a quarterly basis. The first request was submitted in August and received in October. Next reimbursement request scheduled to completed and submitted in January depending on project activity.
- 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. Second reimbursement request was submitted in August and was received in early November. Third request was submitted in late November.
- Fund 585 Lift Station #5 Repair – At project completion, this project will be funded by transfers from Fund 202 American Rescue Plan Act (ARPA) and Fund 564 – Sewer Connections.
- Anticipated revenues/expenditures for December include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of October 2022 (two-month lag).
 - Expenditures
 - Quarterly payment for Placer County 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:

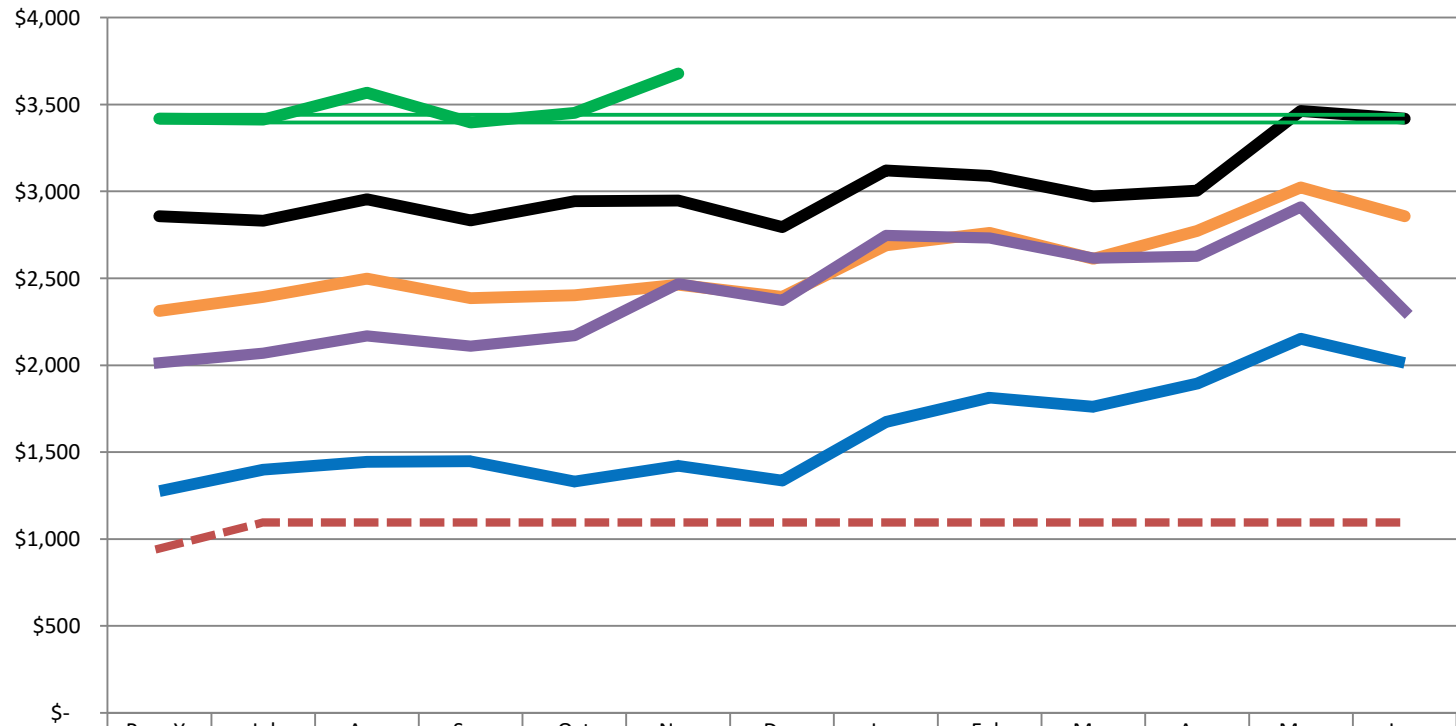
1. General Fund Reserved Cash Analysis Graph
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable

City of Colfax - November 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	\$3,451	\$3,678							
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 of Colfax
Cash Summary
November 30, 2022**

	Balance 10/31/2022	Revenues In	Expenses Out	Transfers	Balance 11/30/2022
US Bank	\$ 302,091.46	\$ 886,614.31	\$ (603,420.25)	\$ (275,000.00)	\$ 310,285.52
LAIF	\$ 7,924,493.74	\$ -	\$ -	\$ 275,000.00	\$ 8,199,493.74
Total Cash - General Ledger	<u>\$ 8,226,585.20</u>	<u>\$ 886,614.31</u>	<u>\$ (603,420.25)</u>	<u>\$ -</u>	<u>\$ 8,509,779.26</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,226,885.20</u>	<u>\$ 886,614.31</u>	<u>\$ (603,420.25)</u>	<u>\$ -</u>	<u>\$ 8,510,079.26</u>

Change in Cash Account Balance - Total	<u><u>\$ 283,194.06</u></u>
---	------------------------------------

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (520,673.84)
Cash Receipts	\$ 679,151.11
Payroll Checks and Tax Deposits	\$ (67,644.56)
Utility Billings - Receipts	\$ 190,924.92
LAIF Interest	\$ -
Voided Checks/Reissues	\$ 1,436.43
	<u><u>\$ 283,194.06</u></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 - November 2022

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 3,297,247.79	\$ 324,044.27	\$ (110,136.01)	\$ 3,511,156.05
Fund: 120 - Land Development Fees	\$ 155,044.48	\$ 6,605.69	\$ (1,986.25)	\$ 159,663.92
Fund: 200 - Cannabis Application	\$ 7,424.99	\$ -	\$ -	\$ 7,424.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 3,459,717.26	\$ 330,649.96	\$ (112,122.26)	\$ 3,678,244.96
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	\$ 811,715.88	\$ -	\$ (7,765.94)	\$ 803,949.94
Fund Type: 1.14 - General Fund - Restricted	\$ 988,690.14	\$ -	\$ (7,765.94)	\$ 980,924.20
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 202 - ARPA American Rescue Plan Act	\$ 284,235.83	\$ -	\$ -	\$ 284,235.83
Fund: 210 - Mitigation Fees - Roads	\$ 141,970.31	\$ -	\$ -	\$ 141,970.31
Fund: 211 - Mitigation Fees - Drainage	\$ 5,426.22	\$ -	\$ -	\$ 5,426.22
Fund: 212 - Mitigation Fees - Trails	\$ 75,381.16	\$ -	\$ -	\$ 75,381.16
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 193,048.19	\$ -	\$ -	\$ 193,048.19
Fund: 214 - Mitigation Fees - City Bldgs	\$ 101,833.00	\$ -	\$ -	\$ 101,833.00
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,240.14	\$ -	\$ -	\$ 22,240.14
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,538.08	\$ -	\$ -	\$ 43,538.08
Fund: 218 - Support Law Enforcement	\$ 49,999.73	\$ 3,035.81	\$ -	\$ 53,035.54
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ -	\$ -	\$ -
Fund: 250 - Streets - Roads/Transportation	\$ (67,225.20)	\$ -	\$ (20,155.78)	\$ (87,380.98)
Fund: 253 - Gas Taxes	\$ 43,619.98	\$ 4,810.59	\$ (1,335.47)	\$ 47,095.10
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 177,591.48	\$ 3,927.38	\$ -	\$ 181,518.86
Fund: 270 - Beverage Container Recycling	\$ 19,214.75	\$ -	\$ -	\$ 19,214.75
Fund: 280 - Oil Recycling	\$ 3,788.71	\$ -	\$ -	\$ 3,788.71
Fund: 290 - SB1383 Implementation Grant	\$ 20,294.73	\$ -	\$ -	\$ 20,294.73
Fund: 292 - Fire Department Capital Funds	\$ 93,822.73	\$ -	\$ -	\$ 93,822.73
Fund: 342 - Fire Construction - Mitigation	\$ 76,524.19	\$ -	\$ -	\$ 76,524.19
Fund: 343 - Recreation Construction	\$ 76,524.66	\$ -	\$ -	\$ 76,524.66
Fund: 367 - SB2 - Planning Grant	\$ (31,620.36)	\$ -	\$ -	\$ (31,620.36)
Fund: 376 - Downtown Streetscape	\$ (5,901.08)	\$ -	\$ (5,252.26)	\$ (11,153.34)
Fund: 378 - Zoning Code Update	\$ (1,766.45)	\$ -	\$ -	\$ (1,766.45)
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 1,322,540.80	\$ 11,773.78	\$ (26,743.51)	\$ 1,307,571.07
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	\$ 1,689,642.02	\$ 120,224.30	\$ (120,073.82)	\$ 1,689,792.50
Fund: 561 - Sewer Liftstations	\$ 730,862.53	\$ -	\$ -	\$ 730,862.53
Fund: 563 - Wastewater Treatment Plant	\$ 706,311.47	\$ 19,462.99	\$ (28,001.59)	\$ 697,772.87
Fund: 564 - Sewer Connections	\$ 443,017.95	\$ 55,395.44	\$ (72.21)	\$ 498,341.18
Fund: 575 - WWTP Construction Grant	\$ (816,086.36)	\$ 348,954.00	\$ (146,363.42)	\$ (613,495.78)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ -	\$ -	\$ -	\$ -
Fund: 585 - LS #5 Force Main Repairs	\$ (207,316.40)	\$ -	\$ (162,277.50)	\$ (369,593.90)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,546,431.21	\$ 544,036.73	\$ (456,788.54)	\$ 2,633,679.40
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 1,827.13	\$ 153.84	\$ -	\$ 1,980.97
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 1,827.13	\$ 153.84	\$ -	\$ 1,980.97
Grand Totals:	\$ 8,226,585.20	\$ 886,614.31	\$ (603,420.25)	\$ 8,509,779.26

Check Register Report

Item 3D

November 2022 AP Checks

Date: 12/12/2022

Time: 2:46 pm

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CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58738	11/01/22	Reconciled		11/30/22	01650	AQUA SIERRA CONTROLS INC.	WWTP SCADA PROGRAMMING	2,442.44
58739	11/01/22	Reconciled		11/30/22	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS AUG 2022	6,795.00
58740	11/01/22	Reconciled		11/30/22	3468	CIVICWELL	STREETSCAPE CONSULTING	5,252.26
58741	11/01/22	Reconciled		11/30/22	03790	CVCWA-CENTRAL VALLEY CLEAN	SALTS/ANNUAL MEMBERSHIP	3,200.00
58742	11/01/22	Reconciled		11/30/22	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE NOV 2022	444.96
58743	11/01/22	Reconciled		11/30/22	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	233.60
58744	11/01/22	Reconciled		11/30/22	7223	GEOCON CONSULTANTS INC.	LS 5 FORCE MAIN	750.00
58745	11/01/22	Reconciled		11/30/22	7223	GEOCON CONSULTANTS INC.	WWTP SOLAR	1,310.00
58746	11/01/22	Reconciled		11/30/22	08660	HUNT AND SONS, INC.	FUEL	878.31
58747	11/01/22	Reconciled		11/30/22	12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING SEPT 2022	2,282.75
58748	11/01/22	Reconciled		11/30/22	12209	LIEBERT CASSIDY WHITMORE	LEGAL MATTER	82.50
58749	11/01/22	Reconciled		11/30/22	19390	MAR-VAL'S SIERRA MARKET	ICE	25.70
58750	11/01/22	Reconciled		11/30/22	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	92.30
58751	11/01/22	Reconciled		11/30/22	14356	NORTHERN CALIFORNIA GLOVE	WWTP RAIN GEAR	25.16
58752	11/01/22	Reconciled		11/30/22	16821	PSOMAS	WWTP CONST MANAGEMENT	10,975.00
58753	11/01/22	Reconciled		11/30/22	19391	SIERRA MEDICAL PARTNERSHIP	WWTP VACCINE	218.76
58754	11/01/22	Reconciled		11/30/22	19320	SOLENIS	WWTP CHEMICALS	5,444.02
58755	11/01/22	Reconciled		11/30/22	19780	SUNBELT RENTALS, INC.	VACTRON RENTAL	12,946.83
58756	11/01/22	Reconciled		11/30/22	06740	TYLER TECHNOLOGIES	ANNUAL SOFTWARE MAINT	5,646.84
58757	11/01/22	Reconciled		11/30/22	21500	USA BLUE BOOK, INC	WWTP CHEMICALS	740.16
58758	11/01/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	345.34
58759	11/01/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	338.63
58760	11/01/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	292.94
58761	11/01/22	Reconciled		11/30/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
58762	11/01/22	Reconciled		11/30/22	23451	WOOD RODGERS	WWTP CONST GRANT SEPT 2022	8,529.55
58763	11/06/22	Reconciled		11/30/22	03141	CALPERS	NOV 2022 HEALTH PREMIUMS	12,926.51
58764	11/08/22	Reconciled		11/30/22	30025	BORROTO, DAVID	OP II CERTIFICATION	170.00
58765	11/08/22	Reconciled		11/30/22	02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS SEPT 2022	5,985.00
58766	11/08/22	Reconciled		11/30/22	05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	7,856.90
58767	11/08/22	Reconciled		11/30/22	08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	9,636.09
58768	11/08/22	Reconciled		11/30/22	08170	HILLS FLAT LUMBER CO	SUPPLIES	444.98
58769	11/08/22	Printed			8501	HOLT RENEWABLES	WWTP SOLAR PROGRESS PAY	108,848.87
58770	11/08/22	Reconciled		11/30/22	08660	HUNT AND SONS, INC.	FUEL	1,193.37
58771	11/08/22	Reconciled		11/30/22	8661	HYDROCOMPLIANCE	WWTP MONTHLY QSP	1,800.00
58772	11/08/22	Reconciled		11/30/22	09540	INTERSTATE SALES	GUARDRAIL RPR	291.19
58773	11/08/22	Reconciled		11/30/22	18400	NAPA AUTO PARTS	ROLLER	296.07
58774	11/08/22	Printed			14307	NEXGEN ASSET MANAGEMENT	WWTP ASSET MANAGEMENT	15,000.00
58775	11/08/22	Reconciled		11/30/22	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS OCT 2022	10,615.60
58776	11/08/22	Reconciled		11/30/22	16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL MONITORING Q1 22/23	832.00
58777	11/08/22	Reconciled		11/30/22	16559	PLAZA TIRE AND AUTO SERVICE	HOT PATCH TRAILER TIRE	375.03
58778	11/08/22	Reconciled		11/30/22	18119	RDO EQUIPMENT CO.	VACTRON PARTS	1,157.70
58779	11/08/22	Reconciled		11/30/22	19037	SAFE SIDE SECURITY	CORP YARD SECURITY NOV 2022	155.00
58780	11/08/22	Reconciled		11/30/22	19037	SAFE SIDE SECURITY	WWTP SECURITY	95.00
58781	11/08/22	Reconciled		11/30/22	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	271.26

Check Register Report

Item 3D

November 2022 AP Checks

Date: 12/12/2022

Time: 2:46 pm

CITY OF COLFAX

BANK: US BANK

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Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58782	11/08/22	Reconciled		11/30/22	19743	WILL STOCKWIN	COLFAX CONN EDITING NOV 2022	300.00
58783	11/08/22	Reconciled		11/30/22	20092	THUMBLER	SEPT PUBLIC OUTREACH SVCS	600.00
58784	11/08/22	Reconciled		11/30/22	21560	US BANK CORPORATE PMT SYSTEM	STMT 10/24/22	2,243.94
58785	11/08/22	Reconciled		11/30/22	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS OCT 2022	9,713.75
58786	11/08/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	230.08
58787	11/08/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	286.22
58788	11/08/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	287.27
58789	11/08/22	Reconciled		11/30/22	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	18.99
58790	11/08/22	Reconciled		11/30/22	18883	WAXIE SANITARY SUPPLY	TRASH BAGS	66.78
58791	11/08/22	Reconciled		11/30/22	23450	WINNER CHEVROLET, INC.	PW TIRES	1,252.10
58792	11/16/22	Reconciled		11/30/22	01414	ALHAMBRA & SIERRA SPRINGS	WATER	189.84
58793	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	17.76
58794	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	75.29
58795	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	19.27
58796	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	DEPOT PROPANE	145.94
58797	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	SHERIFF DEPT PHONE	37.42
58798	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	CITY HALL PROPANE	88.66
58799	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	34.71
58800	11/16/22	Reconciled		11/30/22	01448	AMERIGAS - COLFAX	DEPOT PROPANE	150.79
58801	11/16/22	Reconciled		11/30/22	01766	AT&T MOBILITY	CELL PHONES OCT 2022	892.09
58802	11/16/22	Reconciled		11/30/22	03401	CHOICE BUILDER	PREMIUMS DEC 2022	253.92
58803	11/16/22	Reconciled		11/30/22	3425	CINTAS	UNIFORM SVCS OCT 2022	768.67
58804	11/16/22	Reconciled		11/30/22	3475	CLARK PEST CONTROL	PEST CONTROL	728.00
58805	11/16/22	Reconciled		11/30/22	03482	CLEAR PATH LAND EVOLVEMENT, DACOMM	WWTP I&I SURVEY	7,900.00
58806	11/16/22	Reconciled		11/30/22	04592	FENNEMORE WENDEL	WWTP INTERNET	103.45
58807	11/16/22	Reconciled		11/30/22	6203	GHD INC.	LEGAL MATTER OCT 2022	1,402.50
58808	11/16/22	Reconciled		11/30/22	14859	GOLD COUNTRY MEDIA	ENG SVCS OCT 2022	12,255.00
58809	11/16/22	Reconciled		11/30/22	07460	NORTHERN CALIFORNIA GLOVE	MWI JOB POSTING	204.00
58810	11/16/22	Reconciled		11/30/22	14356	PCWA -PLACER COUNTY	PW/WWTP JACKETS	597.83
58811	11/16/22	Reconciled		11/30/22	16300	PG&E	WATER	1,570.87
58812	11/16/22	Reconciled		11/30/22	16035	PLACER COUNTY AIR POLLUTION	ELECTRICITY	17,072.45
58813	11/16/22	Reconciled		11/30/22	16140	PSI	PER CAPITA ASSESSMENT	1,021.00
58814	11/16/22	Printed			16820	PURCHASE POWER	UTILITY BILL POSTCARDS	386.01
58815	11/16/22	Reconciled		11/30/22	16040	RAMOS OIL INC.	POSTAGE MACH REFILL	503.50
58816	11/16/22	Reconciled		11/30/22	18089	SAFE SIDE SECURITY	GENERATOR FUEL LS/WWTP	1,818.93
58817	11/16/22	Reconciled		11/30/22	19037	SHANNA STAHL	BALLPARK CAMERA BATTERIES	270.00
58818	11/16/22	Reconciled		11/30/22	19575	STANLEY CONVERGENT SECURITY	SCORE MILEAGE REIMBURSEMENT	171.25
58819	11/16/22	Reconciled		11/30/22	19591	STS AUTOMATION INCORPORATED	DEPOT SECURITY RPR	1,035.00
58820	11/16/22	Reconciled		11/30/22	19762	TRUEBLUE AUTOMATION SERVICES	WWTP DO PROBE RPR	1,161.00
58821	11/16/22	Reconciled		11/30/22	20554	UNICO ENGINEERING	LS 5 RPR	3,000.00
58822	11/16/22	Reconciled		11/30/22	21105	USA BLUE BOOK, INC	LS 5 INSPECTIONS	7,390.00
58823	11/16/22	Printed			21500	VISION QUEST	WWTP SUPPLIES	116.75
58824	11/16/22	Reconciled		11/30/22	22134	VISION QUEST	TECH SUPPORT DEC 2022	3,800.00
58825	11/16/22	Reconciled		11/30/22	22134	VULCAN MATERIALS COMPANY	TECH SUPPLIES	167.22
58826	11/16/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	437.70
58827	11/16/22	Reconciled		11/30/22	22240	VULCAN MATERIALS COMPANY	ASPHALT	166.93
58828	11/16/22	Reconciled		11/30/22	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	227.79

Check Register Report

Item 3D

November 2022 AP Checks

Date: 12/12/2022

Time: 2:46 pm

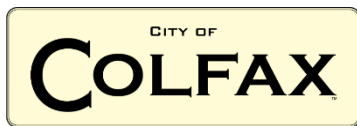
Page: 3

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
58829	11/16/22	Reconciled		11/30/22	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.42
58830	11/16/22	Reconciled		11/30/22	23301	WESTERN PLACER WASTE	WWTP SLUDGE REMOVAL OCT 2022	700.50
58831	11/18/22	Reconciled		11/30/22	2087	BASIC PACIFIC	FSA BENEFIT PYMT	50.00
58832	11/22/22	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL OCT 2022	5,760.00
58833	11/22/22	Reconciled		11/30/22	03502	COLFAX AREA CHAMBER OF	WINTERFEST CONTRIBUTION	6,500.00
58834	11/22/22	Printed			08086	HBE RENTALS	FIRE DEPT RPR	80.00
58835	11/22/22	Printed			12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING OCT 2022	773.75
58836	11/22/22	Printed			12564	LORANG BROTHERS CONSTRUCTION	LS 5 FORCE MAIN RPRS	154,137.50
58837	11/22/22	Reconciled		11/30/22	16300	PCWA -PLACER COUNTY	WATER	1,495.88
58838	11/22/22	Reconciled		11/30/22	18378	RICHARDSON & COMPANY, LLP	AUDIT SVCS FY 21/22	15,480.00
58839	11/22/22	Printed			21500	USA BLUE BOOK, INC	WWTP SUPPLIES	136.16
58840	11/22/22	Reconciled		11/30/22	23204	WATSON MARLOW INC.	WWTP REPLACEMENT PUMP	6,839.73
58841	11/22/22	Reconciled		11/30/22	23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	64.67
58842	11/22/22	Reconciled		11/30/22	18883	WAXIE SANITARY SUPPLY	SUPPLIES	33.04

Total Checks: 105**Checks Total (excluding void checks):****520,673.84****Total Payments: 105****Bank Total (excluding void checks):****520,673.84****Total Payments: 105****Grand Total (excluding void checks):****520,673.84**



Staff Report to City Council

FOR THE JANUARY 11, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Authorization to Bid – Algae Control Project and I&I Mitigation Project

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$7,774,000	Fund(s): 575
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RECOMMENDED ACTION: Adopt Resolution __-2023 authorizing the City Manager to solicit bids for construction of the following:

1. Algae Control Project with a construction cost estimate of \$3,150,000.
2. I&I Mitigation Project with a construction cost estimate of \$4,624,000.

Summary/Background

On November 29, 2021, the City of Colfax received a construction grant totaling nearly \$5.6 million 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.

Solar system construction began in early 2022 and will be substantially complete in January 2023. Design of the Algae Control Project and the I&I Mitigation Project was completed in December 2022. The design plans are available upon request from the City Clerk at 33 S. Main Street or city.clerk@colfax-ca.gov.

Algae Control Bidding 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 by sending it 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 mitigation the inhibiting effect of the algae on the treatment plant.

The improvement plans and bid package were completed in December 2022. The plans and bid package were provided to and are currently under review by SWRCB staff. The engineer's construction cost estimate is \$3,150,000. The improvements include the following key components.

- Installation of a Suspended Air Flotation (SAF) unit for the mitigation of algae when sending Pond 3 water to the treatment process.
- Reconstruction of the Pond 3 return pump station.
- Replacement and upgrades to the WWTP control systems.
- Upgrades to the water supply system supporting WWTP and SAF processes.

It is anticipated that the cost to complete construction of the project will exceed the available CWSRF grant funds by approximately \$70,000. The project was originally estimated to cost \$886,000; however, inflation and substantial enhancements to the project during design have expanded the cost to \$3,150,000. City staff has been working with SWRCB staff and have confirmed that the State will allocate additional CWSRF grant funds to cover these costs.

While City staff is confident that the State will provide the necessary additional funding, a contingency plan has been developed if the funding is not provided as expected. Though not ideal, there are items in the project and identified in the bid documents that could be removed from the project in the case of a funding shortfall. Staff believes that removal of one or more of these items will reduce the project cost to within the existing grant funding agreement.

Based on forthcoming comment, if any, from SWRCB staff, it is anticipated that some minor adjustments to the plans and bid package will be made prior to bid advertisement and opening.

I&I Mitigation Bidding Authorization

Storm water inflow and groundwater infiltration (I&I) is caused by groundwater and street level storm water entering the sewer collection system. Once in the system, the City must treat this water at a significant cost. The goal of I&I Mitigation Project is to reduce, to the greatest extent possible, I&I. Along with treatment cost reductions, benefits include increased sewer capacity to support new development without costly upgrades to the sewer system and less wear and tear on the pipes and manholes.

Design of an I&I Mitigation Project was completed in December 2022. The plans and bid package were provided to and are currently under review by SWRCB staff. The engineer's construction cost estimate is \$4,624,000. The improvements include the following key components.

- Rehabilitation, replacement, and new construction of 6,070 feet of sewer main
- Replacement and new construction of 49 sewer manholes
- Replacement of 78 sewer services

Due to cost increases for the Algae Control Project and inflation, there are insufficient grant funds to complete this project with the current CWSRF grant funding agreement with the SWRCB. City staff has met with SWRCB staff about the funding gap, and the SWRCB staff believe they can obtain additional grant funds so that the project can proceed under the current agreement. City staff will bid this project based upon SWRCB staff assurances; however, if additional grant funding is not obtained prior to bid award then all bids will be rejected, and the project will not proceed to construction.

Conclusions and Findings

City staff is prepared to solicit bids for both the Algae Control and I&I Mitigation Projects if City Council authorizes it through the enclosed Resolution and after SWRCB staff has reviewed the plans and bid packages and provides their authorization. It is anticipated that the \$3,150,000 estimated cost of the Algae Control Project, with all bid items included, will exceed the current CWSRF grant funding agreement by approximately \$70,000. If the SWRCB is unable to allocate additional grant funding, then City staff will eliminate one or more, less critical, bid items to reduce the overall construction cost to a level at, or below, the currently available CWSRF grant funding and seek City Council's authorization to award the project.

The current CWSRF grant funding agreement is insufficient to construct the \$4,624,000 I&I Mitigation improvements without additional grant funding. If the SWRCB can allocate additional grant funds for this project after bid opening, then the project will proceed pending City Council's authorization to award. However, if additional funding cannot be obtained then City staff will request that City Council reject all bids and the project will not proceed to construction.

Fiscal Impacts

Total fiscal impact for construction of both the Algae Control and I&I Mitigation Projects is estimated at \$7,774,000.

Construction cost of the Algae Control Project is estimated to be \$3,150,000. These costs will be reimbursed by the State through the existing CWSRF funding Agreement No. D2101007 executed between the City and SWRCB on January 6, 2022.

Construction cost of the I&I Mitigation Project is estimated to be \$4,426,000. These costs will be reimbursed by the State, assuming the State allocates additional grant funds, through the existing CWSRF funding Agreement No. D2101007 executed between the City and SWRCB on January 6, 2022. If additional grant funding is not obtained, then the project will not proceed to construction and no additional costs will be incurred.

Attachments:

1. Resolution __-2023

City of Colfax

City Council

Resolution № __-2023

AUTHORIZING THE CITY MANAGER TO SOLICIT BIDS FOR CONSTRUCTION OF THE FOLLOWING:

1. ALGAE CONTROL PROJECT WITH A CONSTRUCTION COST ESTIMATE OF \$3,150,000
 2. I&I MITIGATION PROJECT WITH A CONSTRUCTION COST ESTIMATE OF \$4,624,000
-

WHEREAS, The City of Colfax received a construction grant from the State Water Resource Control Board's (SWRCB) Clean Water State Revolving Fund (CWSRF) grant funding agreement No. D2101007 (Funding Agreement) in the amount of \$5,596,191; and,

WHEREAS, The Funding Agreement provides for construction of an "Algae Control" system at the City's Waste Water Treatment Plant and rehabilitation of the City's sewer collection system for the purposes of mitigation of stormwater inflow and groundwater infiltration (I&I Mitigation); and,

WHEREAS, The improvement plans and bid documents for the Algae Control and I&I Mitigation are substantially completed for an estimated construction cost of \$3,150,000 and \$4,426,000, respectively; and,

WHEREAS, The Algae Control Project can be completed within the available CWSRF grant funds; and,

WHEREAS, The I&I Mitigation Project cannot be completed within the available CWSRF grant funds however SWRCB staff has confirmed that the State will allocate additional CWSRF grant funds to cover these costs.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to solicit bids for construction of the following:

1. Algae Control Project with a construction cost estimate of \$3,150,000
2. I&I Mitigation Projects with a construction cost estimate of \$4,624,000

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of January 2023 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marnie Mendoza, Mayor Pro Tem

ATTEST:

Marguerite Bailey, City Clerk

City of Colfax
Resolution __-2023

Authorization to Bid – Algae Control Project
and I&I Mitigation Project



Staff Report to City Council

FOR THE JANUARY 11, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
 Carl Moore, City Engineer
Subject: Notice of Completion – Colfax Hospitality Partners LLC, Best Western Hotel Project

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2023 accepting the Colfax Hospitality Partners LLC, Best Western Hotel Project as complete, authorizing discharge of faithful performance security, and authorizing the recording of the Notice of Completion.

Summary/Background

On June 13, 2018 the City Council approved Resolution 43-2018 approving a mitigated negative declaration and design review DRP-2017-03 for a Best Western Hotel located on South Auburn Street (the “Project”) The developer of the project has been installing the improvements as per the Conditions of Approval, and on December 12, 2022 all improvements were deemed to be complete and installed per City standards.

The developer wishes to have a Notice of Completion filed for the project. The City’s Municipal Code, Section 16.48.040 – Acceptance of the Work, states that “Upon the satisfactory completion of all the improvements and other obligations under an agreement, the city shall accept and/or approve the work and discharge the faithful performance security, except for that portion of the security required for a one-year ten (10) percent guarantee and warranty of the work as authorized by the Subdivision Map Act of the state.”

In order to file the Notice of Completion, the developer needs to provide a Maintenance Bond in the amount of 10% of the installed improvements. The Subdivision Improvement Agreement obliged the Owner to deposit \$29,719.50 as security for completion of the Project improvements. The Maintenance Security is required to be in the amount of 10%, which the Developer has provided.

Staff recommends that the City Council adopt a Resolution accepting the Best Western Hotel Improvements as complete, authorize the faithful performance security to be discharged subject to the 10% maintenance security, and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

Fiscal Impacts

N/A

Attachments:

1. Resolution __-2023
2. Notice of Completion
3. Performance Bond

City of Colfax

City Council

Resolution № __-2023

**ACCEPTING THE COLFAX HOSPITALITY PARTNERS LLC, BEST WESTERN HOTEL PROJECT AS
COMPLETE, AUTHORIZING DISCHARGE OF FAITHFUL PERFORMANCE SECURITY, AND
AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION**

WHEREAS, on June 13, 2018, the City Council adopted its Resolution 43-2018 whereby it approved a mitigated negative declaration and design review DRP-2017-03 for a Best Western Hotel on South Auburn Street in the City (the “Project”); and,

WHEREAS, the developer of the Project has been installing the improvements as per the approved Conditions of Approval, and on December 12, 2022 all improvements were deemed to be complete and installed per City standards; and,

WHEREAS, the developer asked the City to record a Notice of Completion for the Project and discharge all faithful performance security in accordance with Colfax Municipal Code (“CMC”) Chapter 16.48.040; and,

WHEREAS, CMC Section 16.48.040 requires that security for a one-year period in the amount of 10% of the improvements to guarantee and warranty the work performed by the developer be provided at the time of the Notice of Completion, which the developer has provided; and,

WHEREAS, the City Council finds and determines that the Project Improvements and other obligations of the developer regarding the Project have been completed to the satisfaction of the City and that the improvements should be approved and the faithful performance security discharged, subject to the required security to guarantee and warranty the developer’s work.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax accepts and approves the Colfax Hospitality Partners, LLC. Best Western Hotel improvements, authorizes the faithful performance security on the Project to be discharged subject to the required 10% security to guarantee and warranty the developer’s work, and authorizes the recording of the Notice of Completion.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 11th of January 2023 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor Pro Tem

Marguerite Bailey, City Clerk

Recording Request by:

City of Colfax

When recorded return to:

**CITY OF COLFAX
PO BOX 702
COLFAX, CA 95713**

No Fee Per Gov. Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN pursuant to California Civil Code §9204 that Colfax Hospitality Partners, LLC. 801 S. Auburn Street Colfax, CA 95713 performed and completed for the City of Colfax the following contract, Best Western Hotel improvements, which consisted of 18-inch storm drain pipe, relocation of sanitary manhole; concrete curb, gutter and sidewalk; and asphalt concrete paving along S. Auburn St. and Whitcomb St., all within the Corporate City Limits of the City of Colfax (the "Project"). The owner of the Project and property is the City of Colfax at the above address. The Project was completed in accordance with the Project Plans and Specifications on December 12, 2022.

Verification: I, Martin Jones, depose and say: I am the Public Works Director of the City of Colfax, the Owner identified in this Notice of Completion. I have read this notice of completion and know the contents thereof. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January ____, 2023 at Colfax, California.

City of Colfax

Martin Jones, Public Works Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On January ____, 2023 before me, Marguerite Bailey, City Clerk, personally appeared Martin Jones who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marguerite Bailey, City Clerk

Bond No. 72167411

Bond Premium: \$892.00

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE Colfax Hospitality Partners LLC,
as principal, and WESTERN SURETY COMPANY as surety are held and firmly bound unto the
City of Colfax in the sum of Twenty Nine Thousand Seven Hundred Nineteen and 50/00 Dollars
(\$ 29,719.50) lawful money of the United States, for which payment, well
and truly to be made, we bind ourselves, jointly and severally, firmly by these presents

The condition of the above obligation is that if said principal as Contractor in the contract hereto annexed shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner the work of the

Best Western Hotel Site Improvements

in strict conformity with the terms and conditions set forth in the contract hereto annexed, and after a period of one year following the acceptance of the project, then this obligation shall be null and void, otherwise to remain in full force and effect; and the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any wise, affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, all court costs, expenses, and all reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

Approved as to form:

WESTERN SURETY COMPANY

Colfax Hospitality Partners LLC

By

BY: Daniel Philip Peck

BY: Remondor Sures

***SURETY Attorney-In-Fact**

CONTRACTOR

(Signature must be notarized)

(Signature must be notarized)

Date June 13, 2019

Date 6/18/19

Address

of

Surety:

151 North Franklin, 17th Floor, Chicago, IL 60606

*** ATTORNEY-IN-FACT MUST HAVE POWER OF ATTORNEY ON FILE WITH CITY CLERK OF THE CITY OF COLFAX OR INCLUDE A COPY OF POWER OF ATTORNEY WITH THIS BOND.**

☐ Acknowledgment of Principal

☒ Acknowledgment of Surety (Attorney-in-Fact)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF Fresno } ss

On June 13, 2019 before me, Amanda F. Leech, Notary Public
date here insert name and title of the officer

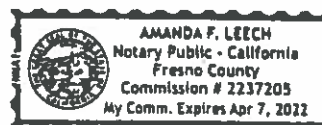
personally appeared Daniel Philip Peck,
name(s) of signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



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Staff Report to City Council

FOR THE JANUARY 11, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Carl Moore, City Engineer
Subject: Notice of Completion - Lift Station 5 Force Main Improvement Project

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2023 accepting the Lift Station 5 Force Main Improvement Project as complete and authorizing the recording of the Notice of Completion.

Summary/Background

On August 26, 2020, the City Council adopted Resolution 51-2020 authorizing the City Manager to enter into a Consultant Services Agreement with GHD Inc. for the engineering design and investigation services for Lift Station #5 Force Main Improvements in the amount of \$50,051.

On March 26, 2021, The Central Valley Regional Water Quality Board (Board) executed Order R5-2020-0507 which included a proposed fine of \$49,845. The City negotiated with the Regional Board to allow the City to use a portion of the fine for a construction project to reduce the potential for a future violation. On January 11, 2022, the City was notified by the Board that the Enhanced Compliance Action (ECA) completion date will be extended to August 1, 2022. The City paid the required portion of the Board fine in the amount \$14,119 last fiscal year. This project will satisfy the balance of the fine (\$35,726).

On October 27, 2021, the City Council adopted Resolution 53-2021 accepting the design and specifications, prepared by GHD Inc., and authorizing the City Manager to solicit bids for the construction of the Lift Station 5 Force Main Improvement Project.

On February 9, 2022, the City Council adopted Resolution 06-2022 authorizing the City Manager to award a construction contract to Lorang Brothers Construction, Inc. in the amount of \$449,500 with a 15% contingency for a total amount not to exceed \$516,925 for the Lift Station 5 Force Main Improvement Project.

Final inspection of the project was performed on December 8, 2022. Staff has determined that the work performed by Lorang Brothers Construction, Inc. is complete and in conformance with the contract terms.

The project included one Project Change Order (PCO) as described below:

- PCO #1 - \$4,015.00 – Columbus Day Standby Time due to City holiday and unavailable staff.

Fiscal Impacts

This project was funded from Fund 564 – Sewer Connection Fees and Fund 202 - ARPA (American Rescue Plan Act). The final costs for the Lift Station 5 Force Main Improvement Project are outlined in the chart below:

	Fund - 585 LS#5 Force Main Repair				
	564 - SWR Conn	ARPA	Total	Budget	Balance
Preliminary Engineering	\$ -	\$ 53,758	\$ 53,758	\$ 57,826	\$ 4,068
Construction	\$ 117,548	\$ 335,967	\$ 453,515	\$ 516,925	\$ 63,410
Project Management	\$ 3,695	\$ 12,869	\$ 16,564	\$ 8,000	\$ (8,564)
Total Expenses	\$ 121,243	\$ 402,593.70	\$ 523,837	\$ 582,751	\$ 58,914
Project Budget	\$ 181,117	\$ 401,634	\$ 582,751		
Balance Remaining	\$ 59,874	\$ (960)	\$ 58,914		

Staff recommends that the City Council adopt a Resolution accepting the Lift Station 5 Force Main Improvement Project as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

Attachments:

1. Resolution __-2023
2. Notice of Completion

City of Colfax

City Council

Resolution № __ - 2023

ACCEPTING THE LIFT STATION 5 FORCE MAIN IMPROVEMENT PROJECT AS COMPLETE AND
AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, On February 9th, 2022 the City Council approved Resolution 06-2022 authorizing the City Manager to award a construction contract to Lorang Brothers Construction, Inc. to install three inspection vaults including maintenance and monitoring piping and equipment, removal of existing roadway sections and replacing with asphalt concrete, installation of a new air release valve (ARV) and vault, replacement of an existing ARV, and installation of a pressure gauge with modifications to the City SCADA system in an amount not to exceed \$516,925 which included a 15% contingency; and,

WHEREAS, staff has determined that the work performed by Lorang Brothers Construction, Inc. is complete and in conformance with the contract terms; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax, accepts the Lift Station 5 Force Main Improvement Project as complete and authorizes the recording of the notice of completion.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th of January 2023 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marnie Mendoza, Mayor Pro Tem

ATTEST:

Marguerite Bailey, City Clerk

Recording Request by:

City of Colfax

When recorded return to:

**CITY OF COLFAX
PO BOX 702
COLFAX, CA 95713**

No Fee Per Gov. Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN pursuant to California Civil Code §9204 that Lorang Brothers Construction, Inc., 1175 S. Auburn St., Colfax, CA 95713 performed and completed for the City of Colfax the following contract, Lift Station 5 Force Main Improvements which consisted of installation of 3 inspection vaults including maintenance and monitoring piping and equipment, removal of existing roadway sections and replacing with asphalt concrete, installation of a new air release valve (ARV) and vault, replacement of an existing ARV, and installation of a pressure gauge with modifications to the City SCADA system, all within the Corporate City Limits of the City of Colfax (the "Project"). The owner of the Project and property is the City of Colfax at the above address. The Project was completed in accordance with the Project Plans and Specifications on December 8, 2022.

Verification: I, Wes Heathcock, depose and say: I am the City Manager of the City of Colfax, the Owner identified in this Notice of Completion. I have read this notice of completion and know the contents thereof. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January ____, 2023 at Colfax, California.

City of Colfax

Wes Heathcock, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Placer

On January ____, 2023 before me, Marguerite Bailey, City Clerk, personally appeared Wes Heathcock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE JANUARY 11, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Martin Jones, Public Works Director
Subject: Agreement with Pelayo Construction for City Facility Repairs

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$19,380	Fund(s): 292 Fire Capital Fund and 100-500 General Fund Building Maintenance
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RECOMMENDED ACTION: Adopt Resolution __-2023 authorizing the City Manager to enter into an agreement with Pelayo Construction for City facility repairs in an amount not to exceed \$19,380.

Summary/Background

Staff has determined that there are needed facility repairs at the following city owned properties:

1. CalFIRE Station #36 – 33 Church Street
2. Placer County Sheriff Substation – 10 Culver Street

During flooring renovations at the CalFIRE Station #36 located at 33 Church Street, Public Works staff was contacted by CalFire to assess possible mold damage on the subfloor by the restrooms and kitchen area. It was determined that portions of the existing subfloor and wood panel wall covering in the kitchen and restroom requires replacement.

Through additional facility inspections, it has been determined that repairs are needed to the South and West exterior walls on the Placer County Sheriff Substation located at 10 Culver Street. The West wall has approximately 64 square feet of dry rot that requires replacement with new wood siding. The South wall has extensive dry rot to the siding that needs to be removed entirely and replaced with a more durable material (stucco) to combat the inclement weather exposure.

Staff contacted three general contractors to provide quotes for the facilities repairs – Eggeman Construction, T. Motto Construction and Pelayo Construction. No reply was received from Eggeman and Motto. Pelayo Construction provided a quote of \$10,507 for the Placer County Sheriff Substation repairs and a quote of \$7,111 for the CalFire Station #36 repairs, which includes replacement of flooring in the kitchen and restroom area in addition to wall panel replacement between the restroom and kitchen.

Based on the information provided, staff recommends City Council authorize the City Manager to utilize monies from the Fund 292 - Fire Capital Fund and Fund 100-500 General Fund - Buildings Maintenance to contract with Pelayo Construction to complete repairs to the Placer County Sheriff Substation and CalFIRE Station #36 in an amount not to exceed \$19,380 that includes a 10% contingency.

Fiscal Impact

This facility repair work was not specifically budgeted in the fiscal year operating budget. It is recommended that the repairs are funded as follows:

Activity	Fund	Fund Description	Amount
Fire Station #36 Repairs	292	Fire Department Capital Fund	\$ 7,111
Sheriff Substation Repairs	100-500	General Fund - Building Department	\$ 10,507
		10% Contingency	\$ 1,762
		Total	\$ 19,380

These repair costs will be included in the Mid-Year Budget review.

Attachments:

1. Resolution __-2023
2. Pelayo Construction Agreement
3. Exhibit A – Scope of Work

City of Colfax

City Council

Resolution № __-2023

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PELAYO CONSTRUCTION FOR CITY FACILITY REPAIRS IN AN AMOUNT NOT TO EXCEED \$19,380

WHEREAS, Staff has determined that there are needed facility repairs for CalFIRE Station #36 and Placer County Sheriff Substation; and,

WHEREAS, Staff contacted three general contractors to provide quotes for the facilities repairs – Egge-man Construction, T. Motto Construction, and Pelayo Construction; and,

WHEREAS, Pelayo Construction was the only contractor that submitted quotes for the requested facility maintenance; and,

WHEREAS, Staff recommends City Council authorize the City Manager to utilize monies from the Fund 292 - Fire Capital Fund and Fund 100-500 General Fund - Buildings Maintenance to contract with Pelayo Construction to complete repairs to the Placer County Sheriff Substation and CalFIRE Station #36 in an amount not to exceed \$19,380 that includes a 10% contingency.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Pelayo Construction for City facilities repairs in an amount not to exceed \$19,380.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th day of January 2023 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Marnie Mendoza, Mayor Pro Tem

Marguerite Bailey, City Clerk

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this **12th day of January, 2023** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Pelayo Construction**. (“Contractor”.)

RECITALS

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

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

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

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

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

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

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

Pelayo Construction
200 Coyote Street, Suite 593
Nevada City, CA 95959

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

Pelayo Construction Scope of Work

Exhibit A



PELAYO CONSTRUCTION

CA License Number 833009

www.pelayobuilt.com

(530) 913-1027

PROPERTY ADDRESS: City of Colfax Fire Station #36

JOB DESCRIPTION: Subfloor Repair

Please Note- Prior to the commencement of work an independent certifiable test for asbestos, lead and mold must be conducted at work area. A negative test will allow for work to be conducted immediately. A positive test for contaminants may require abatement of contaminants prior to the commencement of work. The cost for testing is not included within this estimate but can be included at owner/agents request. Potential contaminants remediation and or abatement costs are not included within this estimate.

SCOPE OF WORK

0.1- Procure and deliver all job materials

1.1- Plastic off work area at doorways for dust control

1.2- Demolish and dispose of approximately 182 square feet of existing subfloor and riser board.

[Note-existing subfloor under existing cabinets to remain]

2.1- Install 2x block line and/or floor joist at existing cabinet edges.

2.2- Treat new subfloor panel undersides with copper-green wood preservative.

2.3- Install approximately 182 square feet of new tongue and groove subfloor to existing joists. Subfloor is to be glued with construction grade adhesive and fastened to joists with screws.

3.1- Remove and replace approximately 32 sq ft of wainscoting type wall covering.

3.2- Prime and 2 coats of paint 32 sq ft of wall paneling.

4.1- Clean work area and dispose of construction related debris

SUB-TOTAL ESTIMATED PRICE: \$6,464.00

CONTRACTOR MARKUP 10%: \$646.40

TOTAL ESTIMATED PRICE: \$7,110.40

Duration of Project will be 30 days from start date.

NOTE: This estimate encompasses all presumed costs to complete tasks listed. Allowances are given for materials and may adjust higher or lower at time of purchase.



PELAYO CONSTRUCTION

CA License Number 833009

www.pelayobuilt.com

(530) 913-1027

PROPERTY ADDRESS: City of Colfax Sheriff Building

JOB DESCRIPTION: Exterior Wall Stucco & Siding Repair

SCOPE OF WORK [South Wall]

- 1.1- Material procurement and delivery
- 2.1- Demo existing trim at south wall
- 2.2- Nail existing siding where necessary
- 2.3- Install new vapor barrier over existing siding.
- 3.1- Install galvanized or equal J-trim with weep holes at base of wall.
- 3.2- Coat wall with three-coat stucco covering approximately 260 square feet.
- 4.1- Caulk and paint prep.

4.2- Prime new stucco wall with 2 coats of primer and paint wall with 2 coats of exterior paint.

5.1- Repair approximately 3 linear feet of 2x fascia, prime and paint.

6.1- Clean work area and dispose of construction related debris.

Sub-Total Cost South Wall \$5902.00

Contractor Markup \$590.00

SCOPE OF WORK [West Wall]

7.1- Cut and remove existing siding at window sill level approx. 64 square feet.

7.2- Remove and replace existing vertical trim boards and replace with new. [Corner trim to be re-used if possible]

7.3- Install new Z-bar flashing at new siding joint approx. 16ft 1 inch.

7.4- Install new vapor barrier at repair area approx. 64 sq ft.

7.5- Install new sheet siding at base of wall approx. 64 sq ft.

8.1- Caulk trim to siding with “big stretch” brand caulking.

8.2- Prime entire wall and trim with 2 coats of primer approx. 128 sq ft.

8.3- Paint wall with 2 coats of exterior grade paint approx. 128 sq ft.

9.1 Clean up and dispose of any construction related debris.

Temporary plywood/lumber tunnels at doorways for egress safety prior to commencement overhead work may be required.

Please Note- Cost of safety tunnels would be billed separately on a time and materials basis of \$99.00 per man hour plus materials cost if deemed required by contractor or Owner/Agent.

Duration of project will be 60 days from start date.

Sub-Total West Wall \$3650.00

Contractor Markup \$365.00

TOTAL ESTIMATED PRICE: \$ 10,507.00

NOTE:

This estimate encompasses all presumed costs to complete tasks listed. Allowances are given for materials and may adjust higher or lower at time of purchase.

Staff Report to City Council

FOR THE JANUARY 11, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Ordinance Amending Colfax Municipal Code Title 15 By Adding Chapter 15.40 To Establish Procedures for Expediting the Permit Process for Electric Vehicle Charging Stations.

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Introduce the proposed ordinance by title only, conduct a public hearing, waive the first reading and schedule the proposed ordinance for adoption at the next regular City Council meeting currently scheduled for January 25, 2023, to be effective 30 days after adoption.

Summary/Background

The proposed ordinance, if adopted, will establish an expedited, streamlined permitting process for electric vehicle charging stations. Government Code Section 65850.7 requires the City to adopt an ordinance of this nature. The draft before Council is derived from a “model” ordinance adopted by other jurisdictions.

Assembly Bill (“AB”) 1236, enacted in 2015, added Government Code Section 65850.7 to require cities to adopt an ordinance to create an expedited, streamlined permitting process for electric vehicle charging stations on or before September 30, 2017. It was not clear whether that law applied to charter cities or small jurisdictions. That ambiguity was cured by AB970 which amended Government Code Section 65850.7(a)(1) to say “...this section applies to all cities, including charter cities.” There is no exception for small cities, so cities with populations of less than 200,000 residents are required to adopt a compliant ordinance by January 1, 2023.

The law, and therefore the proposed ordinance, will require Colfax to administratively approve an application to install an electric vehicle charging station through the issuance of a building permit or similar nondiscretionary permit subject only to limited review by the City’s building official. A discretionary use permit can be required only if the City’s building official finds that the station could have a specific adverse effect upon the public health or safety, and prohibits the City from denying the application for a discretionary use permit unless it makes written findings that the proposed installation would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

The law, and therefore the proposed ordinance, also requires that the City adopt a checklist such that an application that satisfies the information requirements in the checklist is deemed complete and therefore eligible for expedited review. A proposed checklist that is consistent with the checklist adopted by other local agencies is included in the agenda materials and has been approved by the City’s building inspector.

Applications that are not administratively deemed complete or determined to be incomplete within the applicable legal time constraints, which depend upon the number of proposed installations, will be deemed complete. Applications that are not administratively approved or rejected within the applicable legal time constraints, which depend upon the number of proposed installations, will be deemed approved.

If an approved charging station impacts the required parking spaces for existing uses, the number of parking spaces required for the existing use must be reduced to accommodate the charging station and associated

equipment. The proposed ordinance and law do not expand or restrict PG&E's role or responsibility in providing new electric service.

Staff will be available to answer questions or provide additional information.

Fiscal Impacts

Adopting the proposed ordinance will not create an immediate financial impact or require budget amendment or augmentation.

Attachments:

1. Proposed ordinance.
2. Checklist

CITY OF COLFAX

ORDINANCE NO. 551

**AN ORDINANCE OF THE CITY OF COLFAX ESTABLISHING PROCEDURES FOR
EXPEDITING PERMIT PROCESSING FOR
ELECTRIC VEHICLE CHARGING STATIONS**

The City Council of the City of Colfax does ordain as follows:

Section 1:

Colfax Municipal Code Title 15 is hereby amended by adding Chapter 15.40 in the form and substance contained in the Ordinance attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Superceding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous Ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. California Environmental Quality Act Findings

The City of Colfax finds that, if the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (hereinafter "CEQA") apply, the title of this ordinance would constitute a brief description of the "Project" as required by Section 15062(a)(1) of the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (the "CEQA Guidelines").

FINDING OF NO PROJECT

The City of Colfax finds that adoption of this ordinance does not constitute a "Project" as that term is defined by or used in CEQA, the CEQA Guidelines or any court or attorney general opinion construing the same. Accordingly, the City of Colfax finds that the provisions of CEQA and the CEQA Guidelines are not applicable to said action.

FINDING OF EXEMPTION

In the event that it is found that the said action constitutes a "Project" as defined by or used in CEQA or the CEQA Guidelines, which finding would be contrary to the City's opinion of its action, the City of Colfax hereby finds that said action is exempt from compliance with CEQA and the CEQA Guidelines, for the following reasons: The action falls within the exemptions provided by Senate Bill 94, and within the "common sense" CEQA exemption provided in 14

CCR 15061(b)(3) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the action may have a significant effect on the environment, the action is not subject to CEQA. CEQA Guidelines, Section 15061(b)(3). It can be seen with certainty that adoption of this ordinance and its provisions cannot possibly have a significant effect on the environment.

Section 5. Effective Date

This Ordinance, and all of its provisions, shall take effect thirty (30) days after its adoption and shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing Ordinance was introduced at a duly held regular meeting of the City Council of the City of Colfax held on the 11th day of January, 2023, and passed and adopted at a duly held regular meeting of the City Council held on the 25th day of January, 2023, by the following vote:

AYES:

NOES:

ABSENT:

Trinity Burruss, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Marguerite Bailey
City Clerk

EXHIBIT A

CITY OF COLFAX

ORDINANCE NO. 551

**AN ORDINANCE OF THE CITY OF COLFAX ESTABLISHING PROCEDURES FOR
EXPEDITING PERMIT PROCESSING FOR
ELECTRIC VEHICLE CHARGING STATIONS**

Colfax Municipal Code Title 15, Chapter 15.40, is hereby added to the Colfax Municipal Code to read as follows:

15.40.010. Purpose.

(a) The State of California and the City of Colfax have consistently promoted and encouraged the use of fuel-efficient electric vehicles.

(b) Creation of an expedited, streamlined permitting process for electric vehicle charging stations will facilitate convenient charging of electric vehicles throughout the city.

(c) Electric vehicle charging stations which qualify for expedited administrative permit processing pursuant to California Government Code Section 65850.7, as may be amended or replaced from time to time, shall be subject to the permitting procedures set forth in this chapter.

15.40.020. Definitions.

The following words and phrases used in this chapter shall have the following meanings ascribed to them. If the definition of any such word or phrase is changed by an amendment to or replacement of any statute or publication referred to in this ordinance, then the following meanings shall have the same meaning and interpretation as that word, phrase or publication has as amended or replaced.

(a) “A feasible method to satisfactorily mitigate or avoid the specific, adverse impact” includes, but is not limited to, any cost-effective method, condition, or mitigation imposed on another similarly situated application in a prior successful application for a permit.

(b) “Applicable time period” for purposes of Section 15.40.060 shall mean either of the following:

- (i) Five (5) business days after submission of the application to the city if the application is for at least one (1) but not more than twenty-five (25) electric vehicle charging stations at a single site.
- (ii) Ten (10) business days after submission of the application to the city if the application is for more than twenty-five (25) electric vehicle charging stations at a single site.

(c) “Association” means a non-profit corporation or unincorporated association created for the purpose of managing a common interest development.

(d) “Electronic submittal” means the utilization of one or more of the following: email, the internet, facsimile or other utilization of the city’s electronic permitting system, if any.

(e) “Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, as may be amended or replaced from time to time, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(f) “Specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

15.40.030 Expedited Review Process.

Consistent with Government Code Section 65850.7, the city’s building official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Governor’s Office of Planning and Research. The city’s adopted checklist shall be published on the city’s website.

15.40.040 Electronic Submittals.

Consistent with Government Code Section 65850.7, the building official shall allow for electronic submittal of permit applications covered by this chapter and associated supporting documentations. In accepting such permit applications, the building official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

15.40.050 Association Approval.

Consistent with Government Code Section 65850.7, the building official shall not condition the approval of any electric vehicle charging station permit on the approval of such a system by an association.

15.40.060 Permit application processing.

(a) A permit application that satisfies the information requirements in the city’s adopted checklist shall be deemed complete and shall be promptly processed. Upon confirmation by the building official that the permit application and supporting documents meets the requirements of the city’s adopted checklist, and is consistent with all applicable laws, rules and regulations, the building official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the city. If the building official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(b) An application to install an electric vehicle charging station submitted to the city's building official shall be deemed complete if, after the applicable time period has elapsed, both of the following are true:

- (i) The city building official has not deemed the application complete, consistent with the checklist created by the city pursuant to California Government Code Section 65850.7(g); and
- (ii) The city building official has not issued a written correction notice detailing all deficiencies in the application and identifying any additional information explicitly necessary for the city building official to complete a review limited to whether the electric vehicle charging station meets all health and safety requirements of local, state, and federal law, consistent with California Government Code Sections 65850.7 (b) and (g).

(c) An application to install an electric vehicle charging station submitted to the city's building official shall be deemed approved if, after the applicable time period has elapsed, all of the following are true:

- (i) The city's building official has not administratively approved the application;
- (ii) The city's building official has not made a finding, based on substantial evidence, that the electric vehicle charging station could have a specific adverse impact on the public health or safety or required the applicant to apply for a use permit pursuant to California Government Code Section 65850.7(b);
- (iii) The city's building official has not denied the permit application pursuant to California Government Code Section 65850.7(c); and
- (iv) An appeal has not been made pursuant to California Government Code Section 65850.7(d).

(d) If an electric vehicle charging station and any associated equipment interfere with, reduce, eliminate, or in any way impact the required parking spaces for existing uses, the city shall reduce the number of required parking spaces for the existing uses by the amount necessary to accommodate the electric vehicle charging station and any associated equipment.

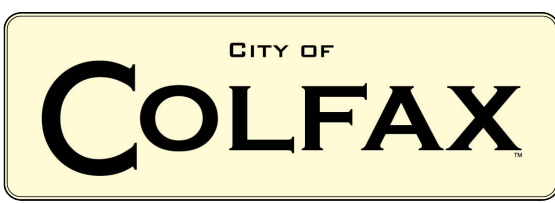
(e) If the electric vehicle charging station is being installed in an area that receives electric service from a local publicly owned electric utility, this section does not expand or restrict the local publicly owned electric utility's role and responsibility in providing new electric service to the electric vehicle charging station in a manner consistent with safety, reliability, and engineering requirements.

(b) Nothing in this chapter shall modify or remove any obligation of the permit applicant or operator of an electric vehicle charging station to comply with any electric utility's reasonable and feasible safety, reliability, and engineering interconnection policies.

15.40.070 Technical review.

It is the intent of this chapter to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not

supersede the building official's authority to address higher priority life-safety situations. If the building official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the city may require the applicant to apply for a use permit.



<i>This Section to be Completed by City Staff Only</i> <small>Item 6A</small>
Submittal Date:
Permit Number:
Issued Date:
APN: _____ - _____ - _____ - 000

2019 California Building Standards Code of Regulations Title 24

**RESIDENTIAL
ELECTRICAL VEHICLE CHARGING STATION
CHECKLIST**

- ☐ Completed Building Permit Application.
- ☐ Completed plans, including floor plan and panel location.
- ☐ Completed Electrical Vehicle Charging Station Checklist.
- ☐ Completed Electrical Load Worksheet if required below.
- ☐ Equipment Manufacturer’s Installation Instructions.

General Requirements:

Level of EV charging:
☐ Level 1 (120V) ☐ Level 2 (240V)

Type of equipment being installed:
☐ NEMA 14-50 ☐ NEMA 5-15 ☐ NEMA 5-20 ☐ Other _____

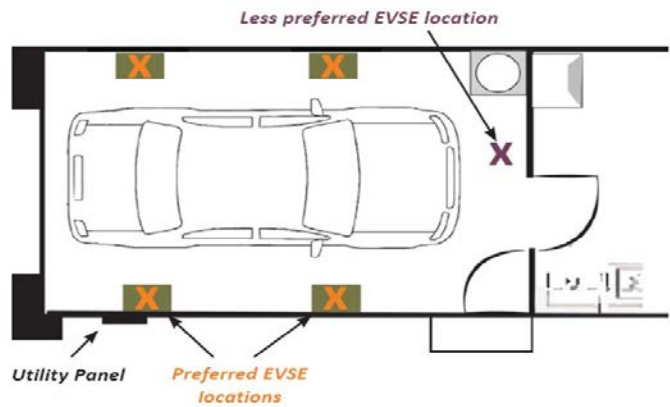
Equipment Overcurrent Protection Rating:
☐ 50A ☐ 15A ☐ 20A ☐ Other _____

Existing Electrical Service (If less than 150A, provide Electrical Load Worksheet):
☐ 100A ☐ 125A ☐ 150A ☐ 200A

Branch Circuit Distance:
☐ 100 Feet or less ☐ More Than 100 Feet

Conductor Size:
☐ #14 Cu ☐ #12 Cu ☐ #6 Cu ☐ Other _____

Circle the Approximate Location of Charging System (less preferred location requires a Ballard)



Applicant/Representative Name	Applicant/Representative Signature	Date
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Submittal Date:

Permit Number:

Issued Date:

APN: _____ - _____ - _____ - 000

2019 California Building Standards Code of Regulations Title 24

**COMMERCIAL
ELECTRICAL VEHICLE CHARGING STATION
CHECKLIST**

- ☐ Completed Building Permit Application.
- ☐ Three copies of site plan.
- ☐ Three copies of electrical plan.
- ☐ Completed Electrical Vehicle Charging Station Checklist.
- ☐ Equipment Manufacturer's Installation Instructions.

Plan Requirements:

Site Plan:

- ☐ Building footprints and landscaped areas.
- ☐ Parking and circulation areas.
- ☐ Show locations of any existing and all proposed EV stations, panels, and other service equipment.
- ☐ Demonstrate compliance with accessibility provisions CBC 11B-228.3.
- ☐ Wheel stops or ballards to protect equipment when in vehicle path.

Electrical Plan:

- ☐ Electrical and equipment layout.
- ☐ Single line diagram.
- ☐ Electrical Load Calculations (Existing + New) and Panel schedule.
- ☐ Demonstrate compliance with accessibility provisions.

Total Number Of EVCS At Facility	Minimum Number (by type) Of EVCS Required		
	Van	Standard	Ambulator
1-4	1	0	0
5-	1	1	0
26-	1	1	1
>50	See CBC Table 11B-		

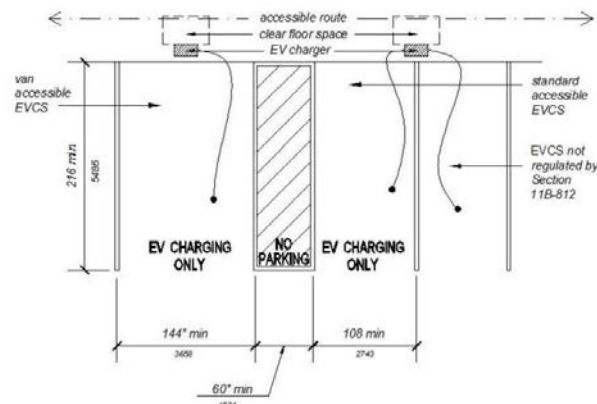


FIGURE 11B-812.9
SURFACE MARKING

Applicant/Representative Name

Applicant/Representative Signature

Date