



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR STEVE HARVEY • MAYOR PRO TEM TONY HESCH
COUNCILMEMBERS KIM DOUGLASS • MARNIE MENDOZA • WILL STOCKWIN



REGULAR MEETING AGENDA

August 23, 2017

Closed Session 6:00 PM

Regular Session 7:00 PM

1. CALL TO ORDER

- 1A. **Call Meeting to Order**
- 1B. **Roll Call**
- 1C. **Public Comment on Closed Session Item**
- 1D. **Closed Session**
 - 1) Conference with Real Property Negotiations pursuant to Government Code 54956.8.
Property under review: 006-066-027-000
Negotiating parties: Edward F. Marson
Under negotiation: price and terms of payment

2. CALL TO ORDER

- 2A. **Call Open Session to Order**
- 2B. **Report from Closed Session**
- 2D. **Pledge of Allegiance**
- 2E. **Roll Call**
- 2F. **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. PRESENTATIONS

- 3A. Colfax High School Project – Forgotten Soldier
Calli Genest–
- 3B. Weimar Institute Program – Volunteer Students
Narlon Edwards – Total Campus Involvement

4. CONSENT CALENDAR

Matters on the Consent Agenda 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

- 4A. **Minutes – Regular Meeting August 9, 2017**
Recommendation: Approve the Minutes of the Regular Meeting of August 9, 2017.
- 4B. **Cash Summary: July 2017**
Recommendation: Receive and File.
- 4C. **Quarterly Investment Report – Ending June 30, 2017**
Recommendation: Receive and File.
- 4D. **Audit Services**
Recommendation: Adopt Resolution 34-2107 authorizing the Interim City Manager to enter into an agreement with Richardson and Company for Audit Services for a three year contract.



- 4E. **Asphalt Hotbox**
Recommendation: Adopt Resolution 35-2017 approving the purchase of an asphalt hotbox from Falcon Asphalt Repair Equipment in an amount not to exceed \$34,500.
- 4F. **Gann Appropriation Limitation**
Recommendation: Adopt Resolution 36-2017 certifying compliance with the 2016-2017 Appropriation Limitation and establishing the Appropriation Limitation for the 2017-2018 Fiscal Year.

5. PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject matter jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; not to exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

6. COUNCIL, STAFF AND OTHER REPORTS

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.

- 6A. **Committee Reports and Colfax Informational Items - All Councilmembers**
6B. **City Operations Update – City staff**
6C. **Additional Reports – Agency partners**

7. COUNCIL BUSINESS

- 7A. **Goals Update**
Staff Presentation: Wes Heathcock, Interim City Manager
Recommendation: FYI
- 7B. **Surveying for Pond 3 Slope Damage to Embankment**
Staff Presentation: Dane Schilling, City Engineer
Recommendation: Adopt Resolution 37-2017 authorizing the Interim City Manager to execute a First Amendment to the Consultant Service Agreement with Coastland Civil Engineering, Inc. to provide survey services for Wastewater Treatment Plant Pond 3 Slope Damage.

8. GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

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

9. ADJOURNMENT

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


Lorraine Cassidy, City Clerk

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





City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, August 9, 2017
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call to Order

Mayor Harvey called the meeting to order at 6:00PM.

1B. Roll Call

Council members present: Douglass, Harvey, Hesch, Mendoza, Stockwin

1C. Public Comment

Ed Marson, Owner of Marson's of Colfax

- Mr. Marson spoke about the property adjacent to his store building and the lease agreement with the City to use the space as part of the Lots of Art. He entered into the agreement with the City in 1998. Although the City has a first right of refusal on the property, he did not remember that fact when he entered into escrow to sell the building and the lot. He prefers not to sell the parcel to the City because that would impact the escrow process and he would have to renegotiate with the buyers of the building.

Larry Hillberg, Colfax resident

- Mr. Hillberg spoke on Mr. Marson's behalf. He asked the Council not to impact Mr. Marson's contract to sell the building and keep him from retiring. If Council wants to purchase the property, then the entire escrow agreement will be up for renegotiation.

1D. Closed Session Agenda

- 1) Conference with real property negotiators pursuant to Government Code Section 54956.8. Property: Placer County Assessor's Parcel #s 006-066-027-000.
 City negotiator: Interim City Manager Wes Heathcock
 Negotiating parties: Edward F. Marson
 Under negotiation: price and terms of payment
- 2) Public employee dismissal pursuant to Government Code Section 54957.

Closed session was adjourned at 7:00PM.

2 OPEN SESSION

2A. Call to Order

Mayor Harvey called the open session to order at 7:05PM.

2B. Report from Closed Session

There was nothing to report from closed session.

2C. Pledge of Allegiance

Landon Haack, Colfax Battalion Chief, led the Pledge of Allegiance.

2D. Roll Call

Council members present: Douglass, Harvey, Hesch, Mendoza, Stockwin

2E. Approval of Agenda Order

On a motion by Councilmember Stockwin, seconded by Councilmember Douglass, the City Council approved the agenda.

AYES: Douglass, Harvey, Hesch, Mendoza, Stockwin

3 CONSENT CALENDAR**3A. Minutes – Special Meeting July 26, 2017.**

Recommendation: Approve the Minutes of the Special Meeting of July 26, 2017.

3B. Sierra Oaks Estates/Village Oaks Reimbursement Agreement

Recommendation: Adopt Resolution 32-2017 approving the Reimbursement Agreement for the Sierra Oaks Estates/Village Oaks Project.

On a motion by Councilmember Stockwin, seconded by Councilmember Douglass, Council unanimously approved the Consent Calendar.

AYES: Douglas, Harvey, Hesch, Mendoza, Stockwin

4 PUBLIC COMMENT

Benjamin Riedel, 100 Pinetop Circle #2

- Mr. Riedel informed Council that 67 families have been evicted from their homes and given no reason for the notice. There is no alternative affordable housing in Colfax. Council should have a policy of ensuring affordable housing in the City.

Jim Dion, area resident

- Mr. Dion asked Council to allow him to open his dispensary.
- He suggested Council look into moving the roundabout closer to Railroad Avenue rather than at the freeway exit.

Jennifer Johnson, 200 Pinetop Circle

- Ms. Johnson stated she has been served a 60 Day Notice to leave her apartment. She has no place to go.

Carla Jameson, 21 E Oak

- Ms. Jameson mentioned a blind spot on Oak Street. She asked if a stop sign or mirror could be installed at the corner.

Interim City Manager Heathcock stated staff will look into the issue.

Nick Mayer, 23485 Grand View Way

- Mr. Mayer lives adjacent to the Wastewater Treatment Plant. Many people use a trail on City property to access his land. He would like to install a gate to prevent trespassing.

Interim City Manager Heathcock replied he could discuss this with Mr. Mayer during regular business hours.

5 COUNCIL, STAFF, AND OTHER REPORTS**5A. Committee Reports and Colfax Informational Items – All Councilmembers**

Councilmember Mendoza

- Councilmember Mendoza enjoyed the City/County Dinner hosted by the City.
- She reported Weimar Institute is planning a “Total Community Involvement” program for their College students. Through the program, about 250 students will be volunteering in Colfax to help with projects or offer assistance to residents.
- She has met with a student from Colfax High School who would like to be a “voice for youth in government” and encourage other students to participate in

community events. She would also like to give a presentation about her “Forgotten Soldier” project.

- Councilmember Mendoza reminded Council the tours to the Chinese Memorial now include Cape Horn as stop #4.

Councilmember Stockwin

- Councilmember Stockwin stated the City/County dinner was well done. He particularly enjoyed retired Chief Paulus’ presentation.
- He commended the person who started the “Colfax rocks” phenomenon where kids paint rocks and hide them around town for others to discover. It’s a great idea for building community.

Councilmember Douglass

- Councilmember Douglass reported he also enjoyed the City/County Dinner especially the Placer County Sheriff Honor Guard and the CHP Helicopter static display.
- He represented the City at the annual school supply giveaway and festival at Colfax Baptist Church.
- He encouraged everyone to support the VFW at their 2nd Sunday Pancake Breakfast and invited the public to participate in planning the Harvest Craft Festival which is slated for October 7, 2017. The next planning meeting is Monday August 14, 2107 at 9:00AM at the Sierra Vista Community Center.
- On the 2nd Wednesday of each month, Supervisor Montgomery meets at Café Luna at 9:00AM to discuss local issues. Everyone is welcome.

Mayor Pro Tem Hesch

- Mayor Pro Tem Hesch continues to represent the City on the Placer County Transportation Planning Board and the Placer County Air Quality Control Board.

Mayor Harvey

- Mayor Harvey commended staff for the great job putting together the City/County Dinner

5B. City Operations – City Staff

Interim City Manager Heathcock

- Mr. Heathcock stated he toured Pond 3 and the Wastewater Treatment Plant with the Chief Plant Operator, Chris Clardy. Moving forward, staff will be more transparent about plant operations and issues.
- He notified Council and the public that Caltrans will be repairing guardrails and the freeway will be down to 1 west-bound lane tomorrow.

5C. Additional Reports – Agency Partners

Landon Haack, Colfax Battalion Chief

- Chief Haack stated he has just returned from 21 days on a fire command in Modoc County.
- He stated CalFire would like to do some fire reduction on City property – the Wastewater Treatment Plant and the Landfill. The state will require permission to access the property and, as Chief, he would like to be able to sign state forms on behalf of the City to grant the access.

Council unanimously agreed to allow Chief Haack and/or Interim City Manager Heathcock to sign those agreements as needed.

- Chief Haack announced the State has awarded Colfax a little over \$18,000 for the matching grant which Council directed him to apply for a few months ago. Council will need to approve a resolution accepting the grant before December.
- The new squad truck which is being built will be ready for its first inspection in about 4 weeks.
- The Colfax Fire volunteers and the engine have been available for CalFire incidents. The engine was leased by CalFire and netted about \$10,000.

Frank Klein, President Colfax Area Chamber of Commerce

- Mr. Klein stated the next Chamber Mixer will be August 22, 2017 at Sierra Storage beginning at 5:30PM.
- He explained the volunteer program which the Weimar Institute is implementing for its students. The coordinators toured Colfax with him and they would like to come to the next Council meeting to give a presentation. They do have full insurance coverage for their program.

6 COUNCIL BUSINESS

Geotechnical Services for the WWTP Pond 3 Embankment Failure

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Adopt Resolution 33-2017 authorizing the Interim City Manager to enter into a consultant services agreement with Holdrege & Kull for Geotechnical Engineering Services for the Wastewater Treatment Plant Pond 3 Embankment Failure.

City Engineer Schilling reminded Council of the fissure that appeared in the embankment of Pond 3 during the severe storms in January. The Embankment is upslope of the pond so the plant is not and was not in danger. Staff immediately called in the engineers and Placer County Office of Emergency Services for an inspection. The State (Ca OES) and Federal Emergency Management (FEMA) officials joined staff for the inspection. Staff was able to stabilize the fissure and prevent further damage from the wet weather. FEMA has agreed to reimburse the City for repair and improvement of the embankment to prevent damage in the future. The first step in the process is a Geotechnical Analysis. Staff requested an estimate from each of the 4 on-call geotechnical firms and received one reply, from Holdrege and Kull. The Holdrege and Kull estimate was determined to be adequate and cost effective. Staff recommends approving the contract for a geotechnical analysis.

Councilmember Stockwin asked if the repairs will be completed before the next rainy season.

Mr. Schilling replied that this would be unlikely.

Council would require approving the design before construction commences.

On a motion by Mayor Pro Tem Hesch, seconded by Councilmember Douglass, Council adopted Resolution 33-2017 authorizing the Interim City Manager to enter into a Consultant Services Agreement with Holdrege & Kull for Geotechnical Engineering Services for the Wastewater Treatment Plant Pond 3 Embankment Failure.

AYES: Douglas, Harvey, Hesch, Mendoza, Stockwin

7 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENT REGARDING THE BUSINESS OF THE CITY

Mayor Pro Tem Hesch asked City Attorney Cabral to explain why the City cannot act on the issue of housing which was brought up during public comment.

City Attorney Cabral stated landlord/tenant issues are private, civil matters which Council cannot impact. The City will address the Housing Element of the General Plan within the next year and affordable housing will be addressed.

Councilmember Douglass requested scheduling the review of leases to businesses of the City owned property for a Council meeting in October.

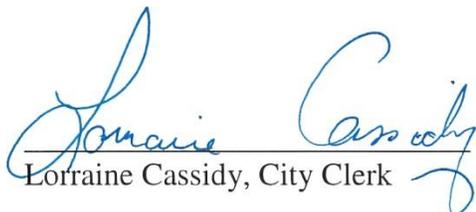
Mayor Harvey reminded everyone of the Lion's Club Car Show which will be on August 19, 2017 from 8AM-3PM in downtown Colfax.

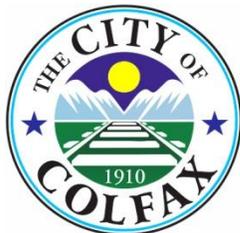
Councilmember Mendoza asked when the Goals/Priority List will be addressed. It is scheduled for the next City Council Meeting.

8 ADJOURNMENT

As there was no further business on the agenda, Mayor Harvey adjourned the meeting at 7:53PM.

Respectfully submitted to City Council this 23th day of August, 2017


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 23, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 11, 2017
SUBJECT: City of Colfax Cash Summary Report: July 2017

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and file City of Colfax Cash Summary Report: July 2017.

BACKGROUND AND ANALYSIS:

These monthly financial reports include General Fund Reserved Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports, and bank statements. Detailed budget comparisons are provided as a mid-year report and also as part of the proposed budget process each year.

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

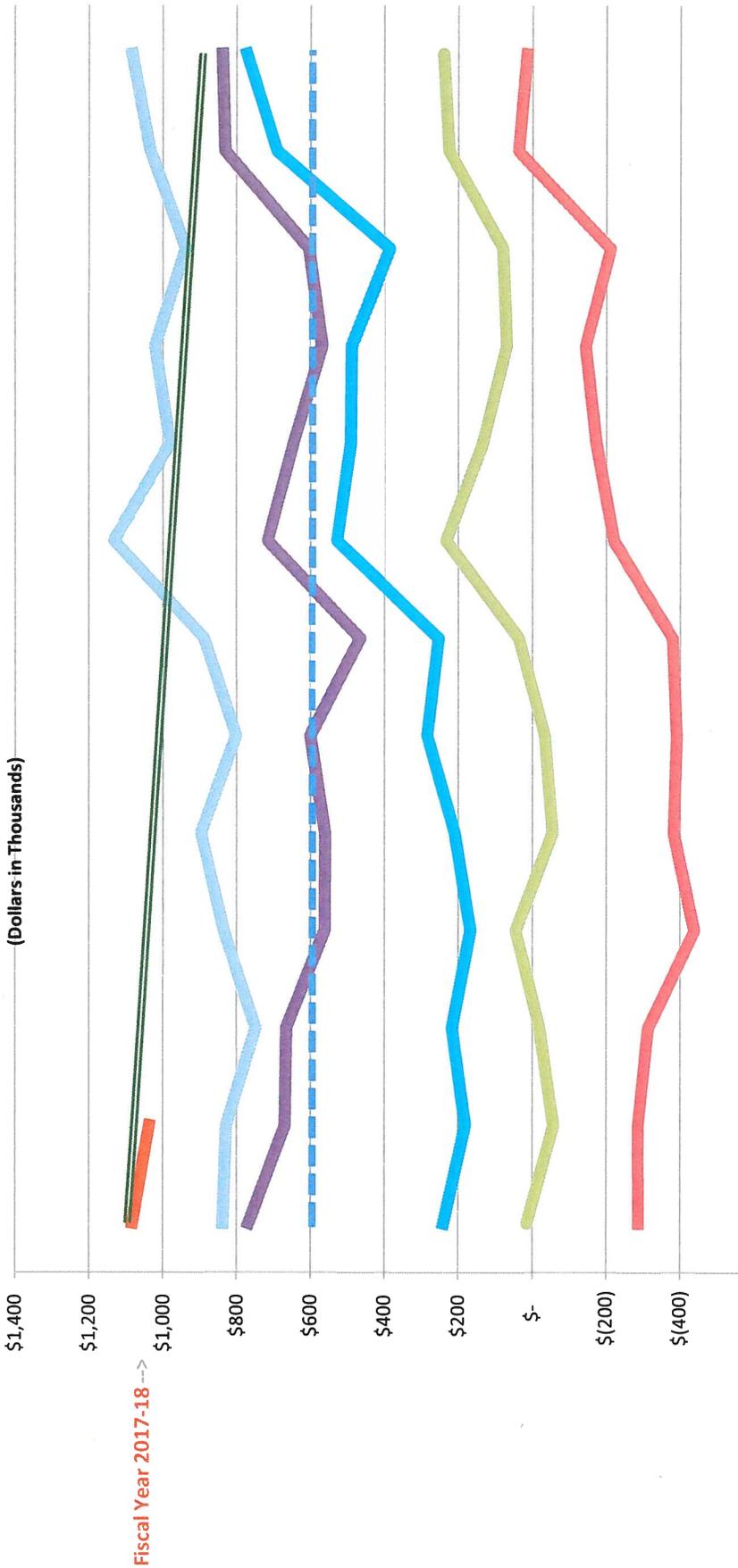
The attached reports reflect an overview of the financial transactions of the City of Colfax in July 2017. Monthly highlights include:

- Negative cash fund balances in Special Revenues and Capital project funds are due to timing of funding allocations and reimbursements.
 - Fund 250 - Streets& Roads – Fiscal year funding (via PCTPA) is generally requested and approved in 2nd quarter of fiscal year. Actual funding generally begins in 3rd quarter with final receipts in final quarter of the fiscal year.
 - Fund 370 – Capital Funds – The first reimbursement was received for project to date costs during March. The next request is anticipated to be filed in September after Notice of Completion on the project. Note: Construction costs for this project in the amount of \$217K were expended in August.
- Pending expenditures for August also include the bi-annual payment to Winner Chevrolet for property purchase - \$98K.

ATTACHMENTS:

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

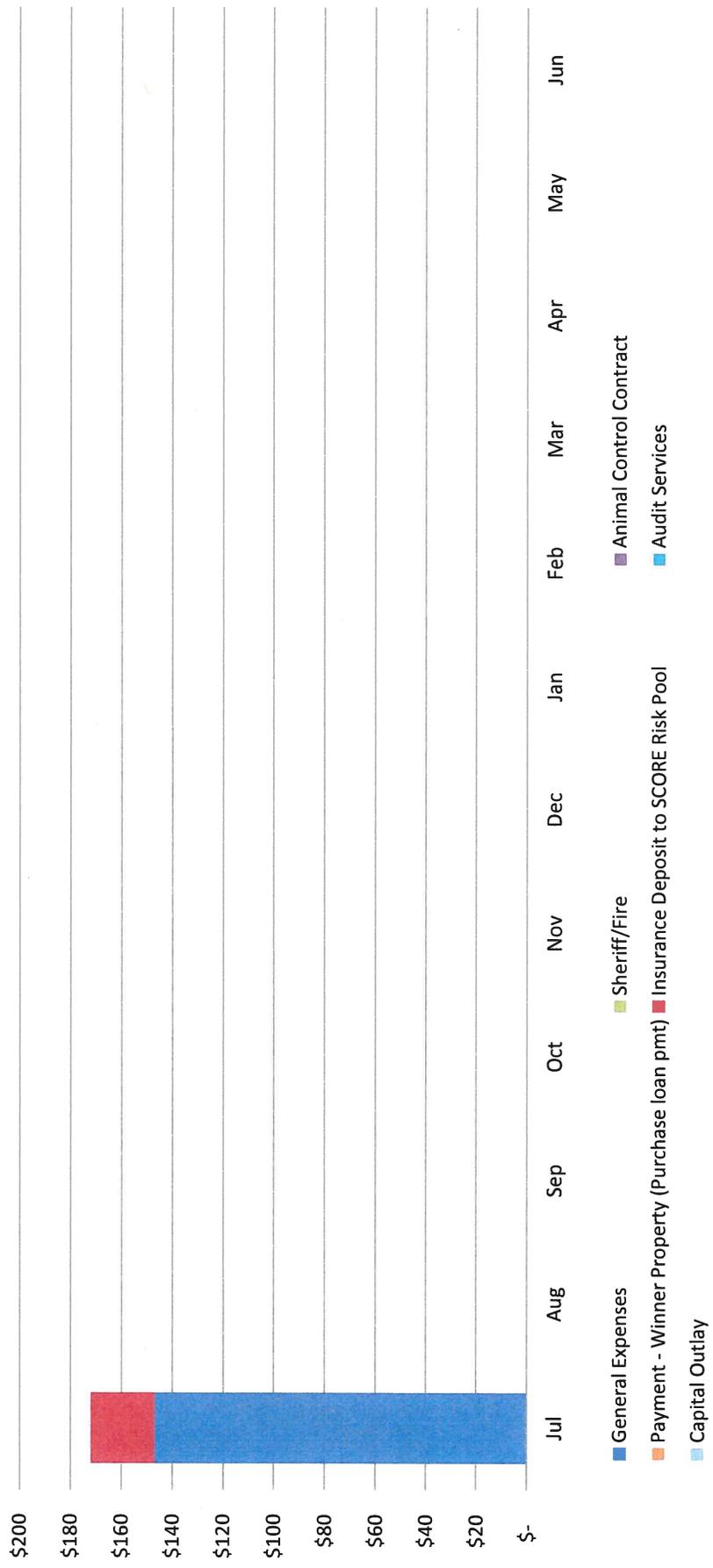
City of Colfax - July 2017 General Fund Reserved Cash Analysis



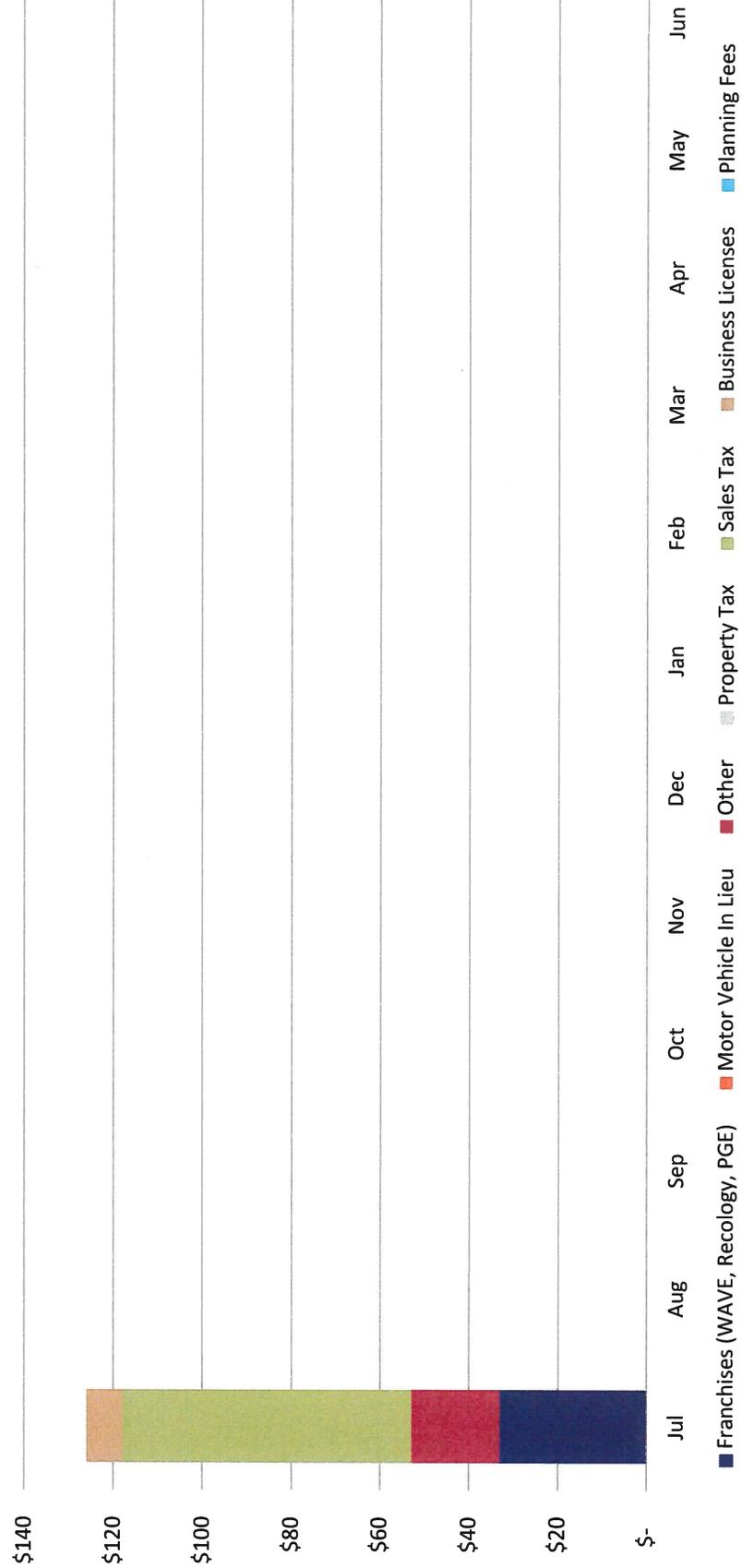
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2017-18	\$1,083	\$1,038											
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	1083
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
* Reserves (Ops, Cap, Pen)	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595	\$595
Budget FY2017-18	\$1,096	\$1,079	\$1,062	\$1,045	\$1,028	\$1,011	\$994	\$977	\$960	\$943	\$926	\$909	\$892

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

City of Colfax - July 2017 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



City of Colfax - July 2017 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



City of Colfax
Cash Summary
July 31, 2017

	Balance 06/30/2017	Revenues In	Expenses Out	Transfers	Balance 07/31/2017
US Bank	\$ 229,997.26	\$ 368,060.37	\$ (446,227.23)	\$ -	\$ 151,830.40
LAIF	\$ 4,170,566.46	\$ 9,186.14		\$ -	\$ 4,179,752.60
Total Cash - General Ledger	\$ 4,400,563.72	\$ 377,246.51	\$ (446,227.23)	\$ -	\$ 4,331,583.00
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 4,400,863.72	\$ 377,246.51	\$ (446,227.23)	\$ -	\$ 4,331,883.00

Change in Cash Account Balance - Total \$ (68,980.72)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (220,084.64)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 123,350.80
 - Payroll Checks and Tax Deposits \$ (117,848.16)
 - Utility Billings - Receipts \$ 136,214.27
 - Service Charge/Adj/Voids \$ 200.87
 - LAIF Interest \$ 9,186.14
- \$ (68,980.72) \$ -

Prepared by: Laurie Van Groning 8/17/17
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock 8/14/2017
Wes Heathcock, Interim City Manager

City of Colfax

Cash Transactions Report - July 2017

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,248,444.54	\$ 113,137.82	\$ (159,152.00)	\$ 1,202,430.36
Fund: 120 - Land Development Fees	\$ 18,886.37	\$ 600.00	\$ (12,348.55)	\$ 7,137.82
Fund: 570 - Garbage Fund	\$ (183,461.01)	\$ 11,850.10	\$ -	\$ (171,610.91)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,083,869.90	\$ 125,587.92	\$ (171,500.55)	\$ 1,037,957.27
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 29,317.26	\$ -	\$ -	\$ 29,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 780,482.08	\$ 19,705.73	\$ (12,187.27)	\$ 788,000.54
Fund Type: 1.14 - General Fund - Restricted	\$ 809,799.34	\$ 19,705.73	\$ (12,187.27)	\$ 817,317.80
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 25,214.11	\$ 59.32	\$ -	\$ 25,273.43
Fund: 211 - Mitigation Fees - Drainage	\$ 3,064.40	\$ 6.61	\$ -	\$ 3,071.01
Fund: 212 - Mitigation Fees - Trails	\$ 42,931.06	\$ 92.52	\$ -	\$ 43,023.58
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 98,313.49	\$ 211.86	\$ -	\$ 98,525.35
Fund: 214 - Mitigation Fees - City Bldgs	\$ 949.17	\$ 2.05	\$ -	\$ 951.22
Fund: 215 - Mitigation Fees - Vehicles	\$ 4,515.34	\$ 9.74	\$ -	\$ 4,525.08
Fund: 217 - Mitigation Fees - DT Parking	\$ 26,759.70	\$ 57.67	\$ -	\$ 26,817.37
Fund: 218 - Support Law Enforcement	\$ 6,024.57	\$ -	\$ -	\$ 6,024.57
Fund: 244 - CDBG Program Inc - ME Lending	\$ 205,873.86	\$ 460.79	\$ -	\$ 206,334.65
Fund: 250 - Streets - Roads/Transportation	\$ 1,919.15	\$ -	\$ (22,076.06)	\$ (20,156.91)
Fund: 253 - Gas Taxes	\$ 1,353.50	\$ 63.06	\$ (1,416.56)	\$ -
Fund: 270 - Beverage Container Recycling	\$ 17,908.16	\$ 53.11	\$ -	\$ 17,961.27
Fund: 280 - Oil Recycling	\$ 3,552.57	\$ 7.88	\$ (1,348.28)	\$ 2,212.17
Fund: 286 - Community Projects	\$ -	\$ -	\$ -	\$ -
Fund: 292 - Fire Department Capital Funds	\$ 92,481.54	\$ 199.29	\$ -	\$ 92,680.83
Fund: 342 - Fire Construction - Mitigation	\$ 2,440.85	\$ 5.26	\$ -	\$ 2,446.11
Fund: 343 - Recreation Construction	\$ 2,441.30	\$ 5.27	\$ -	\$ 2,446.57
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 535,742.77	\$ 1,234.43	\$ (24,840.90)	\$ 512,136.30
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ 5,000.00	\$ 10.78	\$ -	\$ 5,010.78
Fund: 350 - Street Improvement Projects	\$ 24,151.54	\$ 52.05	\$ -	\$ 24,203.59
Fund: 370 - North Main Street Bike Route	\$ (17,612.24)	\$ -	\$ (4,553.06)	\$ (22,165.30)
Fund Type: 1.34 - Capital Projects - Restricted	\$ 11,539.30	\$ 62.83	\$ (4,553.06)	\$ 7,049.07
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 650,044.05	\$ 143,787.67	\$ (183,210.36)	\$ 610,621.36
Fund: 561 - Sewer Liftstations	\$ 372,975.08	\$ 23,530.52	\$ (26,175.78)	\$ 370,329.82
Fund: 563 - Wastewater Treatment Plant	\$ 453,177.95	\$ 61,544.26	\$ (23,527.43)	\$ 491,194.78
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 2,225.86	\$ -	\$ -	\$ 2,225.86
Fund: 567 - Inflow & Infiltration	\$ 440,109.47	\$ 1,793.15	\$ (231.88)	\$ 441,670.74
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 1,959,612.41	\$ 230,655.60	\$ (233,145.45)	\$ 1,957,122.56
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ -	\$ -	\$ -	\$ -
Fund Type: 9.0 - CLEARING ACCOUNT	\$ -	\$ -	\$ -	\$ -
Grand Totals:	\$ 4,400,563.72	\$ 377,246.51	\$ (446,227.23)	\$ 4,331,583.00

Check Register Report

ITEM 4B

Checks Processed - July 2017

Date: 7/20/17

Time: 9:11 am

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
52730	07/06/2017	Reconciled		01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	18.51
52731	07/06/2017	Reconciled		01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	19.77
52732	07/06/2017	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	STMT 6/30/17	598.94
52733	07/06/2017	Reconciled		01772	AUBURN ACES BASEBALL TEAM	EVENT DEPOSIT REFUND	200.00
52734	07/06/2017	Reconciled		02111	BDP INDUSTRIES	BELT PRESS REPAIR	2,354.12
52735	07/06/2017	Reconciled		03120	CALIFORNIA CONSULTING	GRANT WRITING 6/15-6/30/17	1,625.00
52736	07/06/2017	Reconciled		03510	COLFAX GLASS	SPLASH PARK MIRROR	86.87
52737	07/06/2017	Printed		07591	COLFAX GREEN MACHINE	CITY 3RD OF JULY DONATION	500.00
52738	07/06/2017	Reconciled		05185	ELVIRA BIANCHI	BUS LIC RENEWAL REFUND	26.00
52739	07/06/2017	Reconciled		05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,205.66
52740	07/06/2017	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	476.67
52741	07/06/2017	Reconciled		08070	HANSEN BROS. ENTERPRISES	ROCK FOR CABOOSE	163.02
52742	07/06/2017	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 6/25/17	2,692.65
52743	07/06/2017	Reconciled		08501	HOME DEPOT CREDIT SERVICES	STMT 6/21/17	272.39
52744	07/06/2017	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT. FUEL	124.61
52745	07/06/2017	Reconciled		09455	INLAND BUSINESS SYSTEMS	COPY MACHINE MAINT.	236.78
52746	07/06/2017	Reconciled		12200	LEAGUE OF CALIFORNIA CITIES	DIVISION MEETING - MARNIE 3/3/	25.00
52747	07/06/2017	Reconciled		12209	LIEBERT CASSIDY WHITMORE	EMP HANDBOOK REVIEW	2,764.39
52748	07/06/2017	Reconciled		13560	MUNICIPAL CODE CORPORATION	CODIFICATION ADMIN FEE	225.00
52749	07/06/2017	Reconciled		16300	PCWA -PLACER COUNTY	WATER	3,013.48
52750	07/06/2017	Reconciled		16011(2)	PELLETREAU, ALDERSON & CABRAL	STMT 7/1/17	5,540.45
52751	07/06/2017	Reconciled		16035	PG&E	STMT 6/22/17	25,333.72
52752	07/06/2017	Reconciled		16040A	PITNEY BOWES	POSTAGE MACH SEALER	53.78
52753	07/06/2017	Reconciled		16500	PLACER OPERATIONAL AREA	Q4 FIRE PROTECTION	5,944.50
52754	07/06/2017	Reconciled		16559	PLAZA TIRE AND AUTO SERVICE	JOHN DEERE FRONT TIRES	297.45
52755	07/06/2017	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	6.31
52756	07/06/2017	Reconciled		19070	SCORE - SMALL CITIES ORGANIZED	WORK COMP Q1 FY18 & LIABILITY	80,599.89
52757	07/06/2017	Reconciled		21131	UNION PACIFIC RAILROAD COMPANY	LAND LEASE 7/25-7/24/18	250.00
52758	07/06/2017	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SERVICES JUNE 2017	6,056.25
52759	07/06/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	FIRE STATION PHONE	28.13
52760	07/06/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	190.89
52761	07/10/2017	Printed		03141	CALPERS	JULY 2017 HEALTH PREMIUMS	10,259.38
52762	07/17/2017	Printed		03141	CALPERS	UNFUNDED LIABILITY PYMT 2017	2,652.00
52763	07/19/2017	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	WATER CORP YARD/WWTP/CITY	519.50
52764	07/19/2017	Reconciled		01766	AT&T MOBILITY	JUNE 2017 CELL PHONES	980.07
52765	07/19/2017	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR 7/9/17	303.55
52766	07/19/2017	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BUILDING OFFICIAL SVCS 06/17	5,780.00
52767	07/19/2017	Reconciled		03121	CALIFORNIA BUILDING	BUILDING FEE REPORT Q2 2017	40.50
52768	07/19/2017	Reconciled		03401	CHOICE BUILDER	AUG 2017 PREMIUMS	697.08
52769	07/19/2017	Reconciled		03493	COASTLAND CIVIL ENGINEERING	ENGINEER SERVICES JUNE 2017	20,374.83
52770	07/19/2017	Printed		03574	COOKS PORTABLE TOILETS & RENT	CITY COUNTY DINNER POTTY	293.63
52771	07/19/2017	Reconciled		03650	CRANMER ENGINEERING, INC.	LANDFILL TESTING	4,338.00
52772	07/19/2017	Reconciled		04592	DACOMM	WWTP INTERNET	99.95
52773	07/19/2017	Reconciled		04234	DE LAGE LANDEN FINANCIAL	JULY 2017 COPY MACH MAINT	468.34
52774	07/19/2017	Printed		04253	DEPARTMENT OF GENERAL SERVICES	SB1186 Q2 - 2017	63.30
52775	07/19/2017	Reconciled		07465	GOLD MINER PEST CONTROL	FIRE DEPT 37 PEST CONTROL	144.00
52776	07/19/2017	Printed		08070	HANSEN BROS. ENTERPRISES	CABOOSE ROCK/BARK	680.07
52777	07/19/2017	Reconciled		08075	HARRIS INDUSTRIAL GASES	CABOOSE	67.32
52778	07/19/2017	Printed		08156	HIGH VOLTAGE SERVICES	TELEPHONE POLE INSTALLATION	1,250.00

Check Register Report

ITEM 4B

Checks Processed - July 2017

Date: 8/07/2017

Time: 9:11 am

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
52779	07/19/2017	Reconciled		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	3,596.52
52780	07/19/2017	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	527.40
52781	07/19/2017	Reconciled		12101	LAFCO	2017/2018 FEES	917.97
52782	07/19/2017	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	SAFETY SUPPLIES	325.72
52783	07/19/2017	Reconciled		16140	PLACER COUNTY AIR POLLUTION	WWTP EMERGENCY GENERATOR	1,403.80
52784	07/19/2017	Reconciled		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	712.00
52785	07/19/2017	Reconciled		16200	PLACER COUNTY SHERIFF DEPT.	JUNE BOOKING FEES	3,024.00
52786	07/19/2017	Reconciled		18194	RGS - REGIONAL GOV SERVICES	JUNE 2017 PLANNING SERVICES	5,600.00
52787	07/19/2017	Reconciled		18400	RIEBES AUTO PARTS	STMT 6/30/17	133.49
52788	07/19/2017	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	212.20
52789	07/19/2017	Reconciled		01790	SIERRA OFFICE PRODUCTS	STMT 7/5/17	252.41
52790	07/19/2017	Reconciled		19601	STAPLETON, JOHN	WWTP REPAIRS/SHELVES	1,360.00
52791	07/19/2017	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 06/22/17	7,004.91
52792	07/19/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
52793	07/19/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
52794	07/19/2017	Reconciled		23301	WESTERN PLACER WASTE	JUNE 2017 SLUDGE REMOVAL	857.67

Total Checks: 65

Checks Total (excluding void checks): 220,084.64

Total Payments: 65

Bank Total (excluding void checks): 220,084.64

Total Payments: 65

Grand Total (excluding void checks): 220,084.64

DAILY CASH SUMMARY REPORT

ITEM 4B

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8/7/2017
2:56 pm

07/01/2017 - 07/31/2017

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
07/01/2017	Daily Totals	1,000.00	0.00	1,000.00	
07/05/2017	Daily Totals	1,524.54	0.00	1,524.54	
07/06/2017	Daily Totals	1,400.00	0.00	1,400.00	
07/11/2017	Daily Totals	1,454.91	0.00	1,454.91	
07/12/2017	Daily Totals	5,183.51	0.00	5,183.51	
07/17/2017	Daily Totals	3,381.07	0.00	3,381.07	
07/19/2017	Daily Totals	64,825.50	0.00	64,825.50	
07/20/2017	Daily Totals	438.75	0.00	438.75	
07/21/2017	Daily Totals	321.50	0.00	321.50	
07/24/2017	Daily Totals	2,806.60	0.00	2,806.60	
07/25/2017	Daily Totals	711.84	0.00	711.84	
07/27/2017	Daily Totals	4,006.25	0.00	4,006.25	
07/28/2017	Daily Totals	1,254.15	0.00	1,254.15	
07/31/2017	Daily Totals	255.00	0.00	255.00	
Fund: 100 - General Fund		TOTALS:	88,563.62	0.00	88,563.62
Fund: 120 - Land Development Fees					
07/20/2017	Daily Totals	600.00	0.00	600.00	
Fund: 120 - Land Development Fees		TOTALS:	600.00	0.00	600.00
Fund: 560 - Sewer					
07/06/2017	Daily Totals	200.00	0.00	200.00	
07/17/2017	Daily Totals	61.33	0.00	61.33	
07/20/2017	Daily Totals	335.02	0.00	335.02	
Fund: 560 - Sewer		TOTALS:	596.35	0.00	596.35
Fund: 561 - Sewer Liftstations					
07/03/2017	Daily Totals	407.00	0.00	407.00	
07/11/2017	Daily Totals	814.00	0.00	814.00	
07/17/2017	Daily Totals	407.00	0.00	407.00	
07/28/2017	Daily Totals	407.00	0.00	407.00	

DAILY CASH SUMMARY REPORT

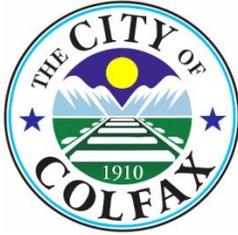
ITEM 4B

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10:04:10
8/7/2017
2:56 pm

07/01/2017 - 07/31/2017

City of Colfax

		Debit	Credit	Net Chng
Fund: 561 - Sewer Liftstations				
TOTALS:		2,035.00	0.00	2,035.00
Fund: 570 - Garbage Fund				
07/17/2017	Daily Totals	11,850.10	0.00	11,850.10
Fund: 570 - Garbage Fund				
TOTALS:		11,850.10	0.00	11,850.10
Fund: 572 - Landfill Post Closure Mainten				
07/17/2017	Daily Totals	19,705.73	0.00	19,705.73
Fund: 572 - Landfill Post Closure Mainten				
TOTALS:		19,705.73	0.00	19,705.73
GRAND TOTALS:		123,350.80	0.00	123,350.80



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 23, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 4, 2017
SUBJECT: Quarterly Investment Report – Ending June 30, 2017

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Receive and file.

BACKGROUND AND ANALYSIS:

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

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

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

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. Our investment policy dictates that the City should have liquid short term securities to meet six month’s financial obligations. The budget for fiscal year 2017-2018 reflects nearly \$4.6M in annual expenditures, therefore our target for liquid short term securities would be \$2.3M.

CONCLUSION:

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

- The investments held at June 30, 2017 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool to be the rate of .93% for the quarter ended June 30, 2017.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period July 01, 2017 through December 31, 2017.

ATTACHMENTS:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 06/30/17)
3. State of California – PMIA Average Monthly Effective Yields

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2016-2017
Report Date: 06/30/2017

Quarter Ended 06/30/2017

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average
					Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,095,566	93%	0.93%
Corporate Checking	US Bank	N/A	\$ 312,217	7%	0.19%
Total Investment Pool			\$ 4,407,784	100%	0.89%

Quarter Ended 03/31/2017

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average
					Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 3,913,180	94%	0.78%
Corporate Checking	US Bank	N/A	\$ 267,918	6%	0.19%
Total Investment Pool			\$ 4,181,098	100%	0.75%

Quarter Ended 12/31/2016

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average
					Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 3,557,161	94%	0.68%
Corporate Checking	US Bank	N/A	\$ 237,352	6%	0.19%
Total Investment Pool			\$ 3,794,513	100%	0.65%

Quarter Ended 09/30/2016

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average
					Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 3,576,677	89%	0.60%
Corporate Checking	US Bank	N/A	\$ 437,812	11%	0.19%
Total Investment Pool			\$ 4,014,489	100%	0.57%



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
06/28/17	1.01	0.93	182
06/29/17	1.01	0.93	181
06/30/17	1.03	0.93	194
07/01/17	1.03	1.03	194
07/02/17	1.03	1.03	194
07/03/17	1.03	1.03	199
07/04/17	1.03	1.03	199
07/05/17	1.04	1.03	197
07/06/17	1.04	1.03	196
07/07/17	1.04	1.04	195
07/08/17	1.04	1.04	195
07/09/17	1.04	1.04	195
07/10/17	1.05	1.04	192
07/11/17	1.04	1.04	194
07/12/17	1.05	1.04	194
07/13/17	1.05	1.04	192
07/14/17	1.05	1.04	193
07/15/17	1.05	1.04	193
07/16/17	1.05	1.04	193
07/17/17	1.05	1.04	191
07/18/17	1.05	1.04	190
07/19/17	1.05	1.04	193
07/20/17	1.06	1.04	195
07/21/17	1.06	1.04	194
07/22/17	1.06	1.05	194
07/23/17	1.06	1.05	194
07/24/17	1.06	1.05	192
07/25/17	1.06	1.05	191
07/26/17	1.06	1.05	191
07/27/17	1.07	1.05	192
07/28/17	1.07	1.05	192

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

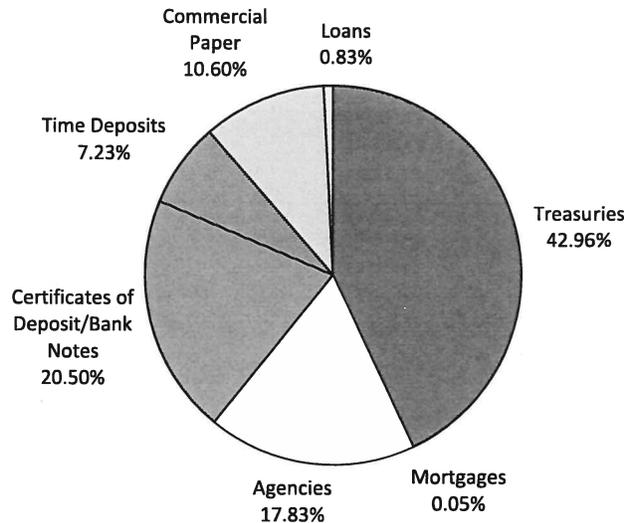
Quarter Ending 06/30/17

Apportionment Rate: 0.92%
 Earnings Ratio: .0002531309414880
 Fair Value Factor: 0.998940671
 Daily: 1.03%
 Quarter to Date: 0.93%
 Average Life: 194

PMIA Average Monthly Effective Yields

June 2017 0.978%
 May 2017 0.925%
 Apr 2017 0.884%

**Pooled Money Investment Account
Portfolio Composition
06/30/17
\$77.6 billion**





California State Treasurer
John Chiang



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



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

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



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 23, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 9, 2017
SUBJECT: Audit Services

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$ 20,900	FROM FUND: 100, 560
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RECOMMENDED ACTION: Adopt Resolution 34-2017 authorizing the Interim City Manager to execute an agreement with Richardson & Company, LLP to provide annual audit services for the Fiscal Year ending June 30, 2017 with the option to extend the contract for years two and three.

BACKGROUND:

The City last requested proposals for audit services in 2007. Staff has been pleased with the services provided since that time, but as previously reported to Council, determined it would be prudent after ten years to evaluate and compare available services and prices.

The City issued a request for proposals to provide professional auditing services on July 12, 2017 to nine Certified Public Accounting Firms. The list of firms was compiled from reference lists provided by similar agencies: Town of Loomis (local government), Nevada County Consolidated Fire District (Special District), and Nevada County Fire Safe Council (non-profit).

The City received proposals from two firms: Fechter & Company and Richardson and Company, LLP.

Audit services include:

1. Perform an audit of financial statements:
 - a. Evaluate internal controls and issuance of compliance and management letters.
 - b. Limited audit procedures on Management's Discussion and Analysis and supplementary information.
 - c. Prepare the basic financial statement section of the City Financial statements.
 - d. Prepare management letter addressed to City Council setting forth recommendations for improvements in the City's accounting systems.
 - e. Test compliance with Appropriation Limit Calculations.
2. Prepare Annual Financial Transactions Report to the State Controller.
3. Assist the City with calculating its share of the net pension liability deferred inflows and deferred outflows since CalPERS is not providing separate employer amounts.

ANALYSIS:

The City selection committee comprised of Interim City Manager, City Clerk, and Finance Director reviewed and discussed the technical proposals. Both of the submitted proposals covered the basic requirements (certification, licensing, and insurance) outlined in the Request for Proposal. The committee also evaluated the two firms for the following criteria:

	Fechter and Company	Richardson and Company
Staffing – depth of experience	Adequate	Superior
Similar Engagements	Special Districts, not Cities	Extensive City Experience
Peer Review Reports	Pass rating with deficiency	Pass rating no deficiencies
Presentation of Proposal	Generic with errors	Complete and error free

Staff is recommending engaging with Richardson & Company, LLP based on the following factors:

1. Completeness, presentation and accuracy of Proposal Document
Richardson and Company, LLP demonstrated a complete understanding of the City’s needs and requirements in their proposal. The proposal was tailored to the City and responded to all tasks outlined in our request. The proposal was professional and free of errors. Our review of the other respondent proposal identified lack of detail and various presentation errors.

2. Clean Quality (Peer) review letter
The Peer review letter for Richardson and Company was dated July 2015 with a “Pass Rating” (no deficiencies). The other respondent provided a Peer letter dated July 2014 with a “Pass Rating with deficiency”.

3. Similar engagements with Other Governments and specifically the number of City Clients.
Richardson and Company, LLP provided an extensive list of cities (in addition to other governmental agencies) in their current/previous client list. In addition, the staffing that would lead/participate in our Audit services have extensive City experience. The other respondent also provided an extensive list of governmental agencies – but all listed were Special Districts – no cities were included. In addition, only their audit manager listed previous City audit experience (one city) at a previous employer.

FISCAL IMPACT:

Proposed maximum cost of services are as follows:

2017 - \$ 20,900

2018 - \$ 21,345

2019 - \$ 21,785

These costs are consistent with previous years’ expenses for Audit services. Costs of audit services have been adequately budgeted for the fiscal year 2017-2018.

ATTACHMENTS:

1. Resolution 34-2017
2. Engagement letter from Richardson and Co, LLC

City of Colfax

City Council

Resolution № 34-2017

AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH RICHARDSON & COMPANY, LLP TO PROVIDE ANNUAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2017 WITH THE OPTION TO EXTEND THE CONTRACT FOR YEARS TWO AND THREE

WHEREAS, the City of Colfax is required by law to have its financial records audited on an annual basis; and

WHEREAS, the City issued a Request for Proposal for audit services to evaluate available services; and

WHEREAS, two proposals were received by the City responsive to the request; and

WHEREAS, the selection committee determined Richardson & Company, LLP was the better fit to provide audit services to the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City to engage Richardson & Company, LLP to conduct an audit of the City's financial records for Fiscal Year 2016-2017.

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

1. The City Council hereby authorizes the Interim City Manager to execute an agreement with Richardson & Co to provide auditing services for City Fiscal Year 2016-2017 in the form attached.
2. The City Council authorizes the appropriation and expenditure of \$20,900 to provide the services authorized by this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 23th day of August, 2017 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen L Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

August 15, 2017

City of Colfax
33 South Main Street
Colfax, California 95713

We are pleased to confirm our understanding of the services we are to provide for the City of Colfax (City) for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements as of and for the year June 30, 2017. Accounting standard generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budget and Actual Comparisons for Major Funds (General and Special Revenue Funds)
3. Schedule of the City's Proportionate Share of the Net Pension Liability and Schedule of Contributions to the Pension Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other

records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining financial statements for non-major governmental funds, permanent funds and agency funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement, or may withdraw from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing us of their knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued

with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the periods covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with

selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards. Because of the importance of oral and written management representations to an effective audit, the City releases and indemnifies Richardson & Company, LLP and its personnel from any and all claims, liabilities, costs and expenses attributable to any active negligence on the part of the City.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the design of the entity and its environment, including internal control, sufficient to assess the results of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will communicate to management and those charged with governance on internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration and Other

Ingrid Sheipline will serve as the engagement director and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Richardson & Company, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the California State Board of Accountancy or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. The firm will also make available its workpapers and respond to all reasonable inquiries of successor auditors and others to review workpapers of the City, upon the City's written request or consent. If requested, access to such audit documentation will be provided under the supervision of Richardson & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. All professional and administrative services and expenses relating to such access will be charged as an additional expense to the City at the rates listed in the Professional Fees section of this letter. The workpapers for this or any engagement for you will be retained for a minimum of seven years after the date the auditor's report is issued, or longer if required by generally accepted auditing standards.

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our workpapers or our personnel to respond to inquiries or serve as witnesses with respect to this or any engagement for you, you will, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, in responding to such a request. If such a request is made, and unless we are obligated by law or legal process to the contrary, we will inform you prior to providing such access.

If the City intends to publish or otherwise reproduce in any document our report on the City's financial statements, or otherwise make reference to our Firm in a document that contains other information in addition to the audited financial statements (e.g., in a debt offering circular for example), the City agrees that prior to making any such use of our report, or reference to our Firm, management will provide us with a draft of the document to read and obtain our approval for the inclusion or incorporation by reference of our report, or the reference to our Firm, in such document before the document is printed and distributed. The inclusion or incorporation by reference of our report in any such document would constitute the reissuance of our report and any request by the City to reissue our report or to consent to its inclusion or incorporation by reference in an offering or other document will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any services that would need to be performed in connection with any such request to make use of our report, or reference to our Firm; fees for such services would be based upon the rates for additional services as described in the Professional Fees section.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, if applicable, you understand that electronic sites are a means to distributed information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our Firm, as well as all other accounting firms with a significant audit practice, participates in a “peer review” program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our current peer review report accompanies this letter.

Professional Fees

Our fee for audit services for the year ended June 30, 2017 will be \$17,740, which includes the preparation of the financial statements. If the City would like to have us prepare the Annual Financial Transactions Report to the State Controller, our fee would be \$2,560 for the year ended June 30, 2017. It would be completed by the February 1, 2018 due date.

In addition, we anticipate additional time to assist the City with calculating its share of the net pension liability, deferred inflows and deferred outflows since CalPERS is not providing separate employer amounts. Our fee will be \$600 for this service.

This fee estimate is based on the assumption that the advance preparation package will be completed and all information will be available on or before the day fieldwork begins. The fee estimate is also based on anticipated cooperation from your personnel and the assumption that the City will retain the current Finance Director and that unexpected circumstances will not be encountered during the audit. This fee estimate also assumes that the City will post all normal closing entries prior to the date the audit begins, including those resulting in audit adjustments the previous year, and prepare the tables for the footnote disclosures. If a significant number of audit adjustments are proposed or if the City loses key accounting personnel before the audit is complete, such changes could have a direct impact on the audit timetable and number of hours we incur to aid the City in preparing adjustments and revising workpapers to agree to final balances as reported. To the extent possible, we will utilize your existing schedules and workpapers in our audit process. In the event that the advance preparation package is not completed on time, there are changes in key accounting personnel, normal closing entries are not posted before our audit begins and the preparation or reconciliation of schedules is necessary, or if our current understanding and/or expectations are not met and additional time is necessary for, but not limited to, any of the other preceding reasons, we will charge a fee for the additional services based on our regular hourly rates in addition to the proposed fee.

In the event that the scope of our audit has to be increased due to changes in accounting or auditing pronouncements and standards, laws or regulations, material weaknesses in the internal control environment or significant changes in operations, we will discuss the situation with you and arrive at a new fee arrangement.

City of Colfax
May 24, 2017
Page 8 of 9

Additional Services: The fee for additional services provided under this engagement letter or otherwise requested by the City, if any, will be based on a rate per hour by staff classification as follows:

<u>Classification</u>	<u>Rate Per Hour</u>
Partner	\$ 180
Senior Manager	160
Managers	140
Supervisors	120
Seniors	100
Staff	80
Administrative Staff	65

If any provision in this letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

* * * * *

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

RICHARDSON & COMPANY, LLP



Ingrid M Sheipline, CPA
Managing Partner

Response:

This letter correctly sets forth the understanding of the City.

By: _____

Title: _____



First Financial Bank Building
400 Pine Street, Ste. 600, Abilene, TX 79601
325.672.4000 / 800.588.2525 / f: 325.672.7049
www.dkcpa.com

System Review Report

July 15, 2015

To the Partners of
Richardson & Company, LLP
and the Peer Review Committee of the California Society of CPAs

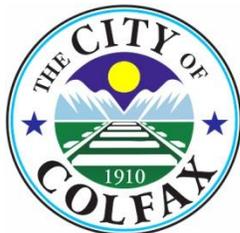
We have reviewed the system of quality control for the accounting and auditing practice of **Richardson & Company, LLP** (the firm) in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Richardson & Company, LLP** in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Richardson & Company, LLP** has received a peer review rating of *pass*.

Davis Kinard & Co, PC

Certified Public Accountants



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE August 23, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Wes Heathcock, Interim City Manager
DATE: August 16, 2017
SUBJECT: Asphalt Hotbox Equipment

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$34,500	FROM FUND: 250 (Streets & Roads)
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RECOMMENDED ACTION: Adopt Resolution 35-2017 approving the purchase of an asphalt hotbox from Falcon Asphalt Repair Equipment in an amount not to exceed \$34,500.

DISCUSSION AND SUMMARY:

Over the past two-years, staff has evaluated the Public Works operational needs to improve the efficiency and cost of infrastructure repairs. Projects for replacing hard surface over wet utilities or patch paving small areas are currently not practical with in-house equipment resources. The nearest asphalt batch plant is a thirty minute drive, which compromises the quality of the asphalt due to premature cooling. In addition, each small paving project has typically cost the City a minimum of \$5,000 in contracted services. The majority of the cost is equipment and mobilization. The asphalt hotbox will save the City in pothole repair costs during the asphalt plant operating season. The typical asphalt plant season is from March to November. During the off-season staff has been required to use an even more expensive alternative material (cold patch).

Staff recommended budgeting for a 4-ton asphalt hotbox to allow Public Works staff to fix small areas of hard surface deficiencies in-house and at multiple locations. Council approved the asphalt hotbox in the revised FY 2017/18 budget.

Staff solicited several vendors for demonstrations and quotes. PMSI, Falcon Asphalt Repair Equipment, and Hard Surface Products Distribution Inc. responded to the City's solicitation. Two of the competitors provided the City with an opportunity to demonstrate their equipment – PMSI and Falcon Asphalt Repair Equipment. After viewing the demonstrations, staff's opinion is the Falcon Asphalt Repair Equipment was better suited for our needs based on design and warranty services. The cost breakdown is as follows:

Vendor	Product	Cost
Hard Surface Products Distribution Inc.	Kasi Infrared	\$50,165
Hard Surface Products Distribution Inc.	KM International	\$38,875
Falcon Asphalt Repair Equipment	Falcon Asphalt Equip.	\$32,835
PMSI	KM International	\$30,815

FINANCIAL AND/OR POLICY IMPLICATIONS:

The cost for the recommended Falcon Asphalt Equipment is slightly higher than the lowest quote. The Falcon comes with more options, which is notable on the attached quotes.

The cost of the equipment is \$32,835 with a \$1,625 contingency 5% request totaling \$34,500 from the capital expenditure 250 Fund.

ATTACHMENTS:

- 1) Resolution 35-2017
- 2) Quotes

City of Colfax
City Council

Resolution № 35-2017

APPROVE THE PURCHASE OF AN ASPHALT HOTBOX FROM FALCON ASPHALT REPAIR EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$34,500.

WHEREAS, the City Council approved the asphalt hotbox in the Fiscal Year 2017/18 budget; and,

WHEREAS, City staff solicited quotes from various asphalt hotbox vendors; and,

WHEREAS, Falcon Asphalt Repair Equipment was determined to have the most effective product and warranty services; and,

WHEREAS, City staff is recommending approving the purchase of the asphalt hotbox from Falcon Asphalt Repair Equipment in an amount not to exceed \$34,500.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax approves the purchase of the asphalt hotbox equipment in an amount not to exceed \$34,500.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of August, 2017 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen L. Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Quotes from
Hard Surface Products Distribution, Inc.

Kasi Infrared
and
KM International

R. Filion Manufacturing INC,
 P.O.Box. 895 Claremont N, H, 03743
 Tel: 603-865-1893
 Fax: 603-865-1896



Infrared Asphalt Equipment Specialist
 For Sales, Parts, service & Tech
 Support
 (800) 450-8602

DATE **QUOTE#**
 08/03/2017 0803173

ITEM	PRICE
1. 2017 4 TON 4R Trailer Mounted Diesel Re-Claimer	\$37,500.00
A. 4 Ton Re-Claimer W Hydraulic Top Loading Doors	S
B. 12V Battery	S
C. LED Lighting	S
D. Three Hydraulic Rear Shovel Doors	S
F. One 100 LB Multivalve DOT LPG Tanks	\$ 270.00
G. Two 8,000 LB Dexter Axles	S
H. Electric Brakes	S
I. 20 AMP Marine Battery Charger <u>Maintainer</u>	S
J. Hydraulic Top Loading Doors and Hydraulic Dump	\$ 6,995.00
K. Heated 30 Gallon Tack Tank with Spray System	\$ 3,100.00
L. LED Arrow Bar and Strobes	\$ 2,300.00

TOTAL \$50,165.00

FOB: NEWPORT, NH 03773
DEPOSIT: TBD
BALANCE DUE: UPON SHIPMENT
BUILD TIME: 4-6 WEEKS

Hard Surface Products Distribution, Inc.

6561 Bernie Kohler Dr
MI 48461

Quote

Date	Quote #
8/1/2017	16

Name / Address
CITY OF COLFAX COLFAX,CA 95713

Rep	Project

Description	Qty	Total
KM 8000TEDD - 4 TON ASPHALT HOTBOX/RECLAIMER TRAILER W/ ELECTRIC BRAKES, DIESEL BURNER, DUMP FEATURE	1	27,100.00T
30 Gallon Heated Tack Tank 10,000 Btu Propane Burner	1	3,950.00T
¾ Roper Pump, Spray Wand and 5.5 HP Honda Engine	1	3,200.00T
Amber Strobe Light, Mounted and Switched	1	275.00T
Directional Arrow Board & Controller - Mounted on Unit	1	1,400.00T
OUTBOUND FREIGHT COSTS-THIRD PARTY DROP SHIP		2,800.00T
LOADING/CRATING FEE	1	150.00T
Sales Tax		0.00
Total		\$38,875.00

Quote from

FALCON APHALT REPAIR EQUIPMENT.

Total with Freight

\$32,835

Plus Applicable Sales Tax

Why Falcon?

It's Versatile

- Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)
- Transport asphalt and keep it hot all day and hold it overnight
- Heat and re-heat cold patch

It's Cost-Effective

- When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed
- When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement
- Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift

It's Reliable

- VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage
- A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
- Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
- Standard 2-year machine warranty and lifetime frame warranty

It's a Falcon

Quote from

PMSI



6165 W. Detroit St.
 Chandler, AZ 85226
 (602) 276-0406 (800) 528-8242
 FAX: (480) 940-0313

QUOTE # AAAQ20650

Date Quoted 7/26/2017
 EXPIRATION DATE 8/25/2017

Quote To: Account Code: 924473 Ship To:

City of Colfax
Wes Heathcock
 250 Rising Sun Rd.
 Colfax, CA 95713
 United States of America

City of Colfax
 250 Rising Sun Rd.
 Colfax, CA 95713
 United States of America

Phone: 530-346-8640
Fax: 530-346-6214
Email: wes.heathcock@colfax-ca.gov

Wes Heathcock/Treggan Mullenix
 530-346-8640 wes.heathcock@colfax-ca.gov

Project Title:

Bid Date:
Bid Number:
Project Start Date:
Ship Before:
Quote Effective Dates: 7/26/2017 TO 8/25/2017

Terms: net 30 days
F.O.B.: Michigan
Ship Via: Truck/Common Carrier
Sales Group:
Quoted By: Christopher Ring
Sales Office: PMSI - WEST

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: City of Colfax **Quote Number:** AAAQ20650
Project Title: **Date:** 07-26-17

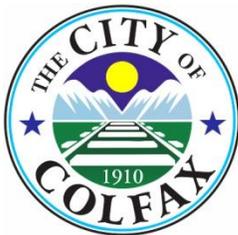
SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
KM 8000TEDD CIMI	4 Ton Trailer Mount-Elec brake-Diesel-Dump	ea	1	\$22,400.0000	\$22,400.0000
30 Gal Tack	30 Gallon Heated Tack Tank 10,000 Btu Burner	ea	1	\$3,950.0000	\$3,950.0000
Light Bar	Directional Arrow Board & Controller-Mounted on Unit	ea	1	\$1,400.0000	\$1,400.0000
Strobe Light	Amber Strobe Light - Mounted on Unit	ea	1	\$275.0000	\$275.0000
Tool Rack	4-6 Hole Tool Rack - Mounted on Unit	ea	1	\$290.0000	\$290.0000

Sales Tax	\$0.00
Sub Total	\$28,315.00
Shipping Charges	\$2,500.00
Total	\$30,815.00

COMMENTS:

Here is the quote you requested.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 23, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 14, 2017
SUBJECT: Gann Appropriation Limit

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 36-2017 certifying compliance with the Fiscal Year 2016-2017 Appropriation Limitation and establishing the Appropriation Limitation for the Fiscal Year 2017-2018.

SUMMARY:

In 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the *California Constitution*. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the *Government Code*, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the *Constitution*. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year and certify actual appropriations limit for the preceding year.

The data required to complete the calculation is provided by the State of California, Department of Finance.

BACKGROUND AND ANALYSIS:

The appropriation limit is calculated based on two factors: a percentage change in population in conjunction with a change in the cost of living, or price. Under Proposition 111, there are options available for each of the calculation factors:

- Population Factor – The City can elect to utilize the percent growth in City population or the percent growth in County population
- Price Factor – The City can elect to use the percent growth in State per capita personal income or the percent change in assessed valuation in new non-residential construction.

For the population factor, the percent growth in Placer County population of 1.76% is more favorable than the City percent growth of .78%, and has therefore been used in the annual calculation. For the price factor, the percentage change in State per capita income of 1.0369 is used to calculate the limitation. The population and price factors are multiplied together for a combined factor of 1.055. The combined factor is applied to the fiscal year 2016-2017 limit of \$2,119,984 to determine the fiscal year 2017-2018 limit of \$2,236,900.

FISCAL IMPACT:

There is no financial impact. Based on the Fiscal Year 2017-2018 approved/amended budget the City will be well under its spending limit.

ATTACHMENTS:

- 1) Resolution 36-2017
- 2) Attachment 1 – Actual appropriations for the fiscal year 2016-2017
- 3) Attachment 2 – Appropriation Limit Calculation for the fiscal year 2017-2018
- 4) Department of Finance Price and population information for use in calculations for fiscal year 2017-2018 appropriations limit.

**City of Colfax
City Council**

Resolution № 36-2017

**CERTIFYING COMPLIANCE WITH THE 2016-2017 APPROPRIATION
LIMITATION AND ESTABLISHING THE APPROPRIATION
LIMITATION FOR THE 2017-2018 FISCAL YEAR**

WHEREAS, the City Council of the City of Colfax hereby certifies that the estimated actual appropriations for the Fiscal Year 2016-2017 will fall within the appropriation limitation for the 2016-2017 Fiscal Year as demonstrated in Attachment 1; and

WHEREAS, the City Council of the City of Colfax must establish the appropriation limitation for the fiscal year 2017-2018, as calculated in Attachment 2;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Colfax that the 2016-2017 Fiscal Year expenditures fall within the established limitations and the limitations for the 2017-2018 Fiscal Year are hereby established at \$2,236,900.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED, at a regular meeting of the City Council of the City of Colfax held on the 23th day of August, 2017 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen L. Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

CITY OF COLFAX
PROP 4 - GANN APPROPRIATION LIMIT CALCULATION
Attachment 1

	2016-2017		2017-2018
	Budget	Actuals*	Budget
<i>Tax Revenues to be included in calculation:</i>			
100-000-4010 Property Taxes	\$ 319,300	\$ 325,000	\$ 329,600
100-000-4020 Sales and Use Taxes	\$ 927,000	\$ 1,000,000	\$ 1,050,000
100-000-4040 Transient Occupancy Taxes	\$ 18,000	\$ 18,000	\$ 18,000
100 (572)-000-4100 Franchises	\$ 90,000	\$ 80,000	\$ 85,000
100-000-4200 Business Licenses	\$ 29,000	\$ 29,000	\$ 29,000
100-000-4700 State Motor Vehicle License		\$ -	
100-000-4710 Motor Vehicle In Lieu	\$ 113,000	\$ 113,000	\$ 131,000
565-000-4060 Voter's Approved	\$ 185	\$ 64	\$ 100
Total Tax Revenue	\$ 1,496,485	\$ 1,565,064	\$ 1,642,700
Calculated Appropriation Limit	\$ 2,119,984	\$ 2,119,984	\$ 2,236,900
<i>Remaining appropriation limit capacity</i>	\$ 623,499 29%	\$ 554,920 26%	\$ 594,200 27%

*Estimate as of 08/15/17

City of Colfax
Appropriation Limit Calculation
 Attachment 2

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Computed Gann Limit - Prev Yr	\$ 1,628,747	\$ 1,666,214	\$ 1,716,041	\$ 1,770,954	\$ 1,848,010	\$ 1,934,858	\$ 1,940,060	\$ 2,008,127	\$ 2,119,984
Cost of living factor	1.0062	0.9746	1.0251	1.0377	1.0512	0.9977	1.0382	1.0537	1.0369
Change in California per capita	1.0197	1.0567	1.0072	1.0056	0.996	1.005	0.997	1.0019	1.0176
Population Adjustment Factor*									
Computed limitation	\$ 1,671,130	\$ 1,715,967	\$ 1,771,779	\$ 1,848,010	\$ 1,934,858	\$ 1,940,060	\$ 2,008,127	\$ 2,119,984	\$ 2,236,900
		102.7%	103.3%	104.3%	104.7%	100.3%	103.5%	105.6%	105.5%

Note: Fiscal year 2017-2018 elected to use population factor for Placer County versus City of Colfax.



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. ■ GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2017

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2017, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2017-18. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2017-18 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2017.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

May 2017

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2017-18 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2017-18	3.69

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2017-18 appropriation limit.

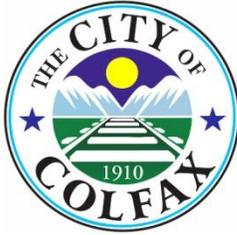
2017-18:

Per Capita Cost of Living Change = 3.69 percent
 Population Change = 0.85 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.69 + 100}{100} = 1.0369$

Population converted to a ratio: $\frac{0.85 + 100}{100} = 1.0085$

Calculation of factor for FY 2017-18: $1.0369 \times 1.0085 = 1.0457$



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE August 23, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Wes Heathcock, Interim City Manager
DATE: August 23, 2017
SUBJECT: Council Goals Update

N/A FUNDED UN-FUNDED **AMOUNT:** **FROM FUNDS:**

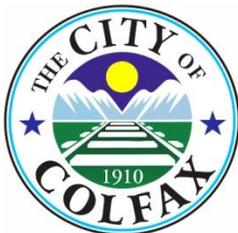
RECOMMENDED ACTION: For information only.

COUNCIL GOALS

Council hosted a workshop on January 25, 2017 to prioritize staff resources. The meeting was very productive and established a hierarchy of priorities for the City to achieve. The matrix below outlines the priorities and the defined timelines. Staff is providing a general update to Council on the progress of the tasks.

Priority Tier	Project	Projected Completion	Comments
I	ADA Transition Plan	July 1, 2017	Completed
I	Sewer Rate Study	6 months	RFP issued August 22 nd - Award of contract on October 25 CC agenda
I	CDBG – Current funds	6 months	PI waiver anticipated by December 31 st 2017
I	Hotel Process	Every 2 weeks	N.O.V. issued in June 2017. Fines are accumulating and the Building Official will apply fines to property quarterly
I	Employee Handbook	June 2017	Completed
I	Streets/Roads Feasibility Study	6 months	Council review in October 2017
I	City Tenants Rent Values	October 2017	No change
II	Update Emergency Plan	1 year	No change
II	Gateway Signs	1 year	No change
II	General Plan – Zoning	1 year	Zoning change for the Maidu Village parcels at the time of planning application
II	General Plan – Land Use	1 year	No change
II	General Plan – Circulation	1 year	No change
II	National Historic Designation	1 year	No change
II	Municipal Code update	1.5 years	No change
III	Sphere of Influence Expansion	1.5 years	Staff is identifying challenges related to service limitation
III	Downtown Revitalization	1.5 years	Ongoing

It is worth noting that Council added a priority tier I item at the August 9th City Council meeting to evaluate city tenants rent and recommend fair market value. The item was given an October 2017 deadline.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 23, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Dane Schilling, City Engineer and Lorenzo Hernandez, Junior Engineer
DATE: August 16, 2017
SUBJECT: Surveying for Wastewater Treatment Plant Pond 3 Slope Damage

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$11,500	FROM FUND: Reimbursable
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RECOMMENDED ACTION: Adopt Resolution 37-2017 authorizing the Interim City Manager to execute a First Amendment to the Consultant Service Agreement with Coastland Civil Engineering, Inc. to provide survey services for Wastewater Treatment Plant Pond 3 Slope Damage.

SUMMARY:

On August 9, 2017 the City Council authorized the City Manager to execute an agreement with Holdrege & Kull for geotechnical engineering services for the Wastewater Treatment Plant Pond 3 Embankment Slope Damage. The investigation and report will address the extent of the slope damage, potential causes, recommended repairs and provide cost estimates for the recommended repairs.

The investigation phase of the WWTP Pond 3 slope damage requires a detailed survey of the site. The survey would show the existing site conditions, help determine the extent of damage and extent of potential future failures. Coastland requested a proposal for survey services from Dundas Geomatics, Inc., one of the company's sub-consultants. Dundas Geomatics, Inc. responded to Coastland with the attached proposal.

Staff recommends the City Council authorize the Interim City Manager to execute a First Amendment to the Consultant Service Agreement with Coastland Civil Engineering, Inc. in the amount of \$11,500 for sub-consultant services with Dundas Geomatics, Inc.

FISCAL IMPACT:

Staff expects no net impact to the general fund. The costs associated with the contract and Coastland staff time will initially come from Fund 560 – Sewer Operations. The City may be eligible to receive reimbursement through FEMA disaster mitigation funding. If it is determined to be a design related issue or a construction related defect the City may pursue reimbursement of this investigation through the responsible parties.

ATTACHMENTS:

1. Resolution 37-2017
2. Dundas Geomatics, Inc. proposal
3. Coastland Civil Engineering, Inc. executed consultant service agreement

City of Colfax

City Council

Resolution № 37-2017

AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A FIRST AMENDMENT
TO THE CONSULTANT SERVICES AGREEMENT WITH COASTLAND CIVIL
ENGINEERING, INC. TO PROVIDE SURVEY SERVICES FOR THE WWTP POND 3
SLOPE DAMAGE

WHEREAS, on August 9, 2017 the City Council of City of Colfax authorized the City Manager to execute an agreement with Holdrege & Kull for geotechnical engineering services for the Wastewater Treatment Plant Pond 3 Embankment Slope Damage; and

WHEREAS, the investigation phase of the WWTP Pond 3 slope damage requires a detailed survey of the site; and,

WHEREAS, Coastland Civil Engineering, Inc. requested a proposal for survey services from Dundas Geomatics, Inc., one of the company's sub-consultants. Dundas Geomatics, Inc.; and,

WHEREAS, Dundas Geomatics, Inc. proposal was reviewed by the City Engineer and determined to be appropriate and necessary for the investigation.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax

1. The Interim City Manager is authorized to execute a First Amendment to the Consultant Service Agreement with Coastland Civil Engineering, Inc. survey services for the Pond 3 slope damage investigation in the format attached.
2. The Interim City Manager is authorized to appropriate and encumber sufficient funds from Fund 560-Sewer Operations to pay for the services provided for in said agreement;
3. The City Manager is authorized to submit claims for reimbursement to the appropriate agencies including FEMA, Cal OES and Placer County.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 23rd day of August 2017 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Stephen L. Harvey, Mayor

Lorraine Cassidy, City Clerk

DUNDAS GEOMATICS, INC.

GEOMATIC & CIVIL ENGINEERS

August 7, 2017

Coastland Engineering
 Attention: Lorenzo Hernandez, Jr. Engineer
 11865 Edgewood Road
 Auburn, CA 95603

RE: Colfax Sewer Pond #3 Settlement Survey (DDGEO # 2017-09.03)

Dear Lorenzo:

We are pleased to submit this proposal for Geomatic Surveying services on the above referenced project.

In accordance with the list of general specifications and the supplemental information you provided to us last week, we anticipate that this surveying project will require 3 days of effort utilizing a 3-man survey crew. This is a somewhat unusual crew size for a project of this scope, but we feel that with the complexity of surveying the below water liner surfaces (which will require staging from a boat or other floating platform) and the slippery nature of working on the HDPE lined pond slopes, that a third person will be needed to facilitate the movement and positioning of the pontoon boat and to belay the person working on the HDPE lined pond slope.

Given the above need for a 3-man mobilization we see an estimated cost to perform this work as at our published rates, as follows:

24 hrs. 3-man crew @ \$370/hr. (prevailing wage)	=	\$8880.00
6 hrs. LS @ \$150.00	=	900.00
8 hrs. drafting @ \$75.00	=	600.00

Boat rental (estimated)	=	500.00
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Total:	=	\$10,880.00
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149 Crown Point Ct "D"
 Grass Valley, CA 95949
 USA

PHONE (530) 274-1616
 CELL (530) 913-5870
 EMAIL rdundas@ddgeo.com

The above estimate is predicated upon the assumption that we'll be able to recover the original project survey control as is depicted upon the construction drawing by HDR, you provided to us.

In summary, factoring in the discount we like to offer Coastland, I'd suggest that you budget \$10,000.00 for this project. As previously discussed, we can start this work within two weeks.

Thank you for the opportunity to submit this proposal.

Sincerely,

Ronald S. Dundas(electronic)

Ronald S. Dundas PLS CEO

City of Colfax

City Council

Resolution № 43-2016

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH COASTLAND CIVIL ENGINEERING, INC. FOR CITY ENGINEERING SERVICES

WHEREAS, the City is currently operating with insufficient City Engineering services resources due to the lack of expertise and knowledge provided through the existing engineering contract; and,

WHEREAS, City staff solicited for Statements of Qualification from engineering consultants on August 23, 2016 for City Engineering services; and,

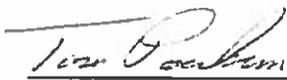
WHEREAS, the City received six Statements of Qualifications on September 13, 2016 and determined, through a multi-level evaluation process, Coastland Civil Engineering, Inc. is the best suited organization to meet the City's Engineering needs; and,

WHEREAS, the Scope of the Services provided by Coastland is to develop and deliver various programs and projects associated with private development projects, capital improvement projects and regulatory reporting for wastewater, streets, drainage, traffic engineering, closed landfill, parks, and public facilities in an estimated amount of \$150,000 during a 3-year term.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax authorizing the City Manager to enter into a Contract Agreement with Coastland Civil Engineering, Inc. for City Engineering services for a term of three years with an option for a two year extension.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 28th day of September, 2016 by the following vote of the Council:

AYES:	Douglass, Harvey, Hesch, Parnham
NOES:	None
ABSTAIN:	None
ABSENT:	None



Tom Parnham, Mayor

ATTEST:


Lorraine Cassidy, City Clerk

CITY OF COLFAX
CONSULTANT SERVICES AGREEMENT

**WITH COASTLAND CIVIL ENGINEERING, INC. TO PROVIDE CITY
ENGINEERING SERVICES**

This Agreement is made by and between the City of Colfax, a municipal corporation ("City") and Coastland Civil Engineering, Inc., a California corporation ("Consultant" or "City Engineer"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.
2. Contract Period. Contract work will begin October 1, 2016
3. Payment. Exhibit B is the negotiated Rate Schedule for services and expenses. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, in accordance with the terms in Exhibit B, for services rendered pursuant to this Agreement at the times and in the manner set forth.

Maximum Monthly Payment shall not exceed \$5,000 for Task A – General Engineering Services, set forth in Exhibit A. Consultant shall provide an itemized description of services based on the City's allocation of accounts. This monthly amount shall not be exceeded without the prior consent of the City. Consultant agrees that it can reliably provide General Engineering Services, based on previous experience, within this budgeted amount. Both parties agree that the total monthly payment may exceed this amount but must be covered by other funding sources for Task B – Other Engineering Services and Project-Specific Tasks, set forth in Exhibit A.

4. Facilities, Equipment and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment and other materials that may be required for furnishing services pursuant to this Agreement. City shall not furnish to Consultant office space for on-site use.
5. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provision.
6. Exhibits. All exhibits referred to herein area attached hereto and are by this reference incorporated herein.

- 7. Time for Performance. Consultant shall devote such resources pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
- 8. Conflict of Interest. Consultant states that no City officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the City.

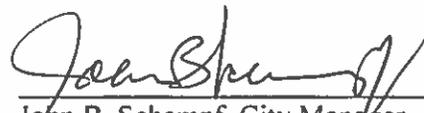
Executed as of the day first above stated.

COASTLAND CIVIL
ENGINEERING, INC.
A California Corporation

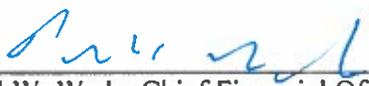
CITY OF COLFAX A
A Municipal Corporation



John L. Wanger, Chief Executive Officer



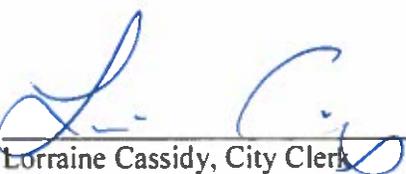
John B. Schempf, City Manager



Paul W. Wade, Chief Financial Officer

ATTEST:

APPROVED AS TO FORM:



Lorraine Cassidy, City Clerk



Alfred Cabral, City Attorney

CONSULTANT SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

DESCRIPTION OF SERVICE

The City of Colfax is requesting the services of an engineering firm to provide on-call city engineering services under contract. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction of such services will come from the City Manager or designee.

The City is in need of a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of new development, infrastructure, funding and project implementation. Dane Schilling, PE will be designated as the City Engineer and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations and financing options pertaining to engineering matters. Coastland Civil Engineering, Inc., (“City Engineer” or “Consultant”) will assist the City in developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, Consultant will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

SCOPE OF SERVICES

A. General Engineering Services

1. City Engineer will respond to engineering related questions and problems relating to City facilities that arise during the day-to-day operation of the City. City Engineer will coordinate directly with operations staff, building officials, and/or sanitary engineering consultants.
2. City Engineer will respond to engineering related questions and problems relating to potential development that arise during the day-to-day operation of the City.
3. City Engineer will assist operations staff with condition-assessment and problem solving of existing City infrastructure and provide recommendations as requested.
4. City Engineer will assist the City, in conjunction with the local Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation projects.
5. City Engineer will coordinate with other Departments, and outside agencies, to refine the

annual list of capital projects, to make sure the project is needed in that year and the budget is available. City Engineer will submit the annual capital improvement and maintenance budget to the City Manager or designee for Council approval.

6. City Engineer will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.
7. City Engineer will attend staff meetings and council meetings as requested by the City Manager or designee.

B. Other Engineering Services and Project-Specific Tasks

1. City Engineer will assist the City Manager or designee and Planning Director in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and Master Plans, all in accordance with the Subdivision Map Act of California, the General Plan and local Master Plans and ordinances. City Engineer will assist in establishing and enforcing conditions of approval, subdivision agreements and development agreements for Council approval.
2. City Engineer will develop a Capital Improvement Program (CIP) for public infrastructure. City Engineer will assist the City in establishing a multi-year CIP and annual budget. City Engineer will assist in development of street, storm water and other public infrastructure projects, cost estimates, funding and staging and will work in conjunction as necessary with the City's sanitary engineers on wastewater treatment and collection system project coordination into the overall CIP. In addition, Master Plans, engineering reports and discussions with other agencies will be used to determine what additional projects are necessary to meet the needs of the community. City Engineer will compile the project lists into a multi-year CIP for review and Council approval. City Engineer will develop a Project Budget Sheet for each capital project.
3. City Engineer will review and assist in updating the City's Mitigation Impact Fee Program and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.
4. City Engineer will assist or supplement the City's Planning Director when environmental assessment/documentation services are necessary for projects. City Engineer will work with the City's consultant(s) to determine the type of environmental document required and identify the resources for completing the work.
5. Upon request by the City, City Engineer will provide engineering design services for those projects for which City Engineer has the qualifying engineer experience and staff resources.
6. City Engineer will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. City Engineer will establish the implementation schedule and determine what resources are necessary to provide environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS)

process. The designated City Engineer project manager will administer projects through completion. City Engineer will coordinate with other departments during development and execution of their specific projects to ensure their needs are met. City Engineer will provide peer review and plan checking as necessary. City Engineer will handle budgets and prepare requests for additional funds if justified. City Engineer will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

7. City Engineer will review and approve all improvement plans for development of residential, commercial or industrial projects. City Engineer will assist the City in obtaining compliance with engineering standards and conditions of approval. City Engineer will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review and updating of master planning documents. City Engineer will assist the City in establishing and collecting plan check and inspection fees and construction security bonds as necessary.
8. Upon request by the City, City Engineer will update the City's Design and Construction Standards. City Engineer will utilize other agency standards plus City staff discussions to determine essential revisions to the standard plans. Recently completed updates to standard plans from other Northern California public agencies may be used in the City of Colfax along with any City-specific revisions, resulting in timely, cost-effective updates.
9. The City may periodically need the services of a licensed land surveyor and survey crew. City Engineer will contact local surveying firms to determine their availability to provide on-call surveying support. In addition, City Engineer will work with a qualified land-surveying firm on large design and construction projects.
10. Upon request by the City, City Engineer will provide resident engineering and/or inspection services for those projects for which City Engineer has the qualifying engineering experience and staff resources. These services are subject to mutual agreement between the City and City Engineer and the availability of City Engineer staff resources. The City reserves the right to contract separately for these services.

CONSULTANT SERVICES AGREEMENT

EXHIBIT B

TIME AND MANNER OF PAYMENT

1. The General Engineering Services will be paid based on actual time and materials required, at the consultant's rates, up to the agreed maximum monthly amount as set forth in this Agreement.
2. City Engineer shall only undertake the Other Engineering Services and Project-Specific Tasks itemized in Section B above after a budget has been developed and approved by the City Council, City Manager or designee. City Engineer shall not incur costs in excess of the budgeted amounts without prior written authorization of the City Council, City Manager or designee.
3. The City Manager or designee is not authorized to permit expenditures in excess of \$5,000. Any expenditure in excess of \$5,000 will require pre-approval by the City Council. Any costs incurred without proper approval shall not be a legal obligation of the City. Any work authorized by the City Manager or designee within the \$5,000 limit shall be reported to the City Council on the next available Council agenda. In the event of an emergency situation, this limit does not apply and the City Manager or designee is authorized to take necessary action to address the emergency.
4. Reimbursable projects shall be charged at regular rates but the charges shall be subject to review by the City Manager or designee and a prior budget may be required.
5. Invoices will be scheduled for payment on receipt by the City in its normal warrant payment schedule and will in no event be paid later than 30 days from receipt, unless disputed. However, on any project for which as-built drawings are required to be prepared by any contractor, subcontractor or consultant, final payment to Consultant shall be made upon the City's receipt of as-built drawings reasonably acceptable to the City.
6. Consultant shall provide fully itemized billing by period showing services performed, the individuals performing the services, and the total charge billed for that entry. A detailed description of the work performed for that period, and the amount of time spent, will be made available to the City Manager or designee upon request. The billing shall also include the remaining budget if applicable.
7. The engineering services to be provided are based on a 12-month period, at the staff levels and hourly rates identified in the Rate Schedule. City Engineer reserves the right to negotiate adjustments to hourly rates for follow-on years to compensate for labor cost increases, employee benefits and other increased due to inflationary trends.

(1) Both parties agree that weekly meetings and staffing at City offices may not be necessary to provide City engineering services. When weekly planned meetings or

staffing are required, City Engineer agrees to provide travel time and mileage for the City Engineer, from Consultant's office at no cost to the City, based on a maximum one trip per week.

Travel time from consultant's office to the City's offices for project-specific meetings or activities will be paid based on the hourly rate of the individual.

- (2) Mileage. Vehicle mileage is invoiced based on the Internal Revenue Service's current rate, for all trips. Vehicle mileage is charged for travel from the consultant's office for project-specific meetings or activities.
- (3) Use of reimbursable supplies and printing will be minimized by making use of City resources whenever efficiency dictates.

CONSULTANT SERVICES AGREEMENT

EXHIBIT C

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses, Permits, etc. Consultant represents to City that it has all licenses, permits, qualifications and approval of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses permits and approval which are legally required for Consultant to practice its profession at the time the services are performed.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
4. Indemnification. Consultant shall hold harmless and indemnify, including without limitation the cost and duty to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance.
 - (1) General Liability. During the term of this Agreement, Consultant shall maintain in full force and affect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (2) Automobile Liability. During the term of this Agreement, Consultant shall maintain in full force and affect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

- The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.
 - Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- (3) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors or sub-consultants. The amount of this insurance shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims-made annual aggregate basis.
- (4) Cancellation. Each insurance policy or certificate of insurance required in this paragraph shall not be canceled except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.
6. Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.
7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
11. City Representatives. The City Manager or designee is the representative of the City and will administer this Agreement for the City.
12. Termination. This Agreement may be canceled upon 30 days written notification by either party without cause. Consultant shall be entitled to receive full payment for all services performed and all costs incurred to the date of termination of the contract. Consultant shall be entitled to no further compensation for work performed after the date of termination of the contract. All completed and uncompleted products up to the date of termination of the contract shall become the property of the City.
13. Non-Discrimination. Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations
14. Ownership of Information. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer portable storage device, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

15. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.
16. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification or amendment of this Agreement shall be binding unless executed by all parties in writing.
17. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
19. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
20. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

MEDIATION/ARBITRATION OF DISPUTES

Any controversy between the parties involving the construction, application or performance of any of the terms, provisions or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action or arbitration.

If the mediation is unsuccessful, either party may, within five (5) days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances: the matter is justifiable in small claims court, than the dispute shall be resolved through that court.

If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.

The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be unduly burdensome or delay the hearing.

Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay its share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The Arbitrator may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorney's fees and expenses between the parties in such proportions as the Arbitrator decides is just and reasonable.

The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial: Consultant *JW* *ACL* City *PH*



CITY OF COLFAX CITY ENGINEERING
HOURLY RATES FOR PROPOSED PERSONNEL

July 01, 2016 through June 30, 2017

Dane Schilling – City Engineer	\$175/ hour
SP Mann – Assistant City Engineer/Project Manager	\$160/ hour
John Griffin – Supervising Engineer Water/Waste Water	\$160/ hour
Travis Williams – Construction Manager/Inspector	\$140/ hour
Marc Fernandez – Assistant Project Engineer	\$125/ hour



SCHEDULE OF HOURLY RATES
July 01, 2016 through June 30, 2017

PROFESSIONAL SERVICES

Principal Engineer	\$180-200/hour
Supervising Engineer	\$155-180/hour
Senior Engineer	\$140-160/hour
Associate Engineer	\$125-140/hour
Assistant Engineer	\$100-125/hour
Junior Engineer	\$95-115/hour
Principal Designer	\$135-145/hour
Engineering Assistant	\$105-135/hour
Senior Engineering Technician	\$120-135/hour
Engineering Technician	\$100-120/hour
Engineering Aide	\$85-95/hour
Resident Engineer	\$140-165/hour
Construction Manager	\$135-150/hour
Construction Inspector*	\$115-125/hour
Construction Administrator	\$75-85/hour
Building Official	\$135-160/hour
Building Plan Check Engineer	\$135-155/hour
Plans Examiner	\$95-125/hour
Building Inspector	\$90-115/hour
Building Technician	\$75-85/hour

CLERICAL	\$75-85/hour
VEHICLE	\$14-18/hour
MILEAGE	\$0.65/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.
- * Includes services subject to prevailing wage rates.
- ** Mileage rates are subject to change based on fuel cost increases