

CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR TONY HESCH • MAYOR PRO-TEM KIM DOUGLASS
COUNCILMEMBERS • DONNA BARKLE • TOM PARNHAM

REGULAR MEETING AGENDA

December 10, 2014 · Regular Session begins at 7:00 PM

1) CONVENE OPEN SESSION

1A. **Pledge of Allegiance**

1B. **Roll Call**

1C. **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.

2) CONSENT CALENDAR

RECOMMENDED ACTION: Approve Consent Calendar

All matters listed under the Consent Agenda are considered routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City staff.

2A. **Minutes City Council Meeting of November 12, 2014**

Recommendation: Approve the Minutes of the Regular Meeting of November 12, 2014.

2B. **Minutes City Council Meeting of November 18, 2014**

Recommendation: Approve the Minutes of the Special Meeting of November 18, 2014.

2C. **Cash Summary Report October 31, 2014.**

RECOMMENDATION: Receive and File

2D. **Electrical Service Additions to Ponds 1 and 3 at the Wastewater Treatment Plant**

RECOMMENDATION: Approve Resolution 34-2014 Authorizing the City Manager to Execute an Agreement with CWS Electrical for Installation of Electrical Service Panels at the Wastewater Treatment Plant.

2E. **On-call Materials Testing and Inspection Services Contracts**

RECOMMENDATION: Approve Resolution 35-2014 Authorizing the City Manager to Execute Agreements with Four Consultants for On-call Materials Sampling/Testing and Geotech Services.

3) 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 general 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.

3A. **Committee Reports and Informational Items - All Councilmembers**

3B. **Operations Update – City staff**

3C. **Additional Reports – Agency partners**



4) PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public that are not listed on this agenda. Please make your comments as brief as possible. Comments should not 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.

5) COUNCIL BUSINESS

5A. **Results of November 4, 2014 Election**

PRESENTATION: Mick Cabral, City Attorney

RECOMMENDATION: Adopt Resolution No. 36-2014: Declaring Results Of The General Municipal Election Held On December 4, 2014.

5B. **Oath of Office and Seating of New Council Members**

PRESENTATION: Lorraine Cassidy, City Clerk

RECOMMENDATION: New Council members take Oath of Office for the City of Colfax City Council term beginning December 10, 2014 through first City Council Meeting after Certification of the November 2018 election.

5C. **Rotation of City Council Officers: Mayor and Mayor Pro Tem**

PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: By Separate Motions, Select Mayor and Mayor Pro Tem

6) ADJOURNMENT TO RECEPTION FOR OUTGOING AND INCOMING COUNCILMEMBERS

****CAKE AND REFRESHMENTS IMMEDIATELY FOLLOWING THE MEETING****

IN WITNESS THEREOF, I have hereunto set my hand and posted this agenda
at Colfax City Hall and Colfax Post Office.



Lorraine Cassidy, City Clerk



City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, November 12, 2014
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call to Order:

Mayor Hesch called the meeting to order at 6:30 pm.

1B. Roll Call:

Councilmembers present – Barkle, Douglass, Hesch, Parnham

Councilmembers absent – None

1C. Public Comment:

None

1D. Closed Session Agenda:

Conference with legal counsel - Anticipated litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9. Number of potential cases: Two

Closed Session Adjourned at 6:57 PM.

2 CALL REGULAR MEETING TO ORDER

The Regular Council meeting was called to order at 7:00 PM by Mayor Hesch.

2A. The Pledge of Allegiance was led by Will Stockwin, 525 Pine St Colfax.

2B. Roll Call:

Councilmembers present: Barkle, Douglass, Hesch, and Parnham

City Attorney Cabral stated that there were no reportable actions taken during closed session and that Mayor Hesch had properly excused himself from the item in which he had a conflict of interest.

2C. Approval of Agenda:

On a motion by Councilmember Parnham, seconded by Mayor Pro Tem Douglass, the City Council approved the agenda.

AYES: Barkle, Douglass, Hesch, and Parnham

NOES: None

3 CONSENT CALENDAR

3A. Minutes City Council Meeting October 22, 2014

Recommendation: Approve the Minutes of the Regular Meeting of October 8, 2014.

3B. Cash Summary Report September 30, 2014

RECOMMENDATION: Receive and File

Resident Will Stockwin, 525 Pine Street pulled the cash summary report from the Consent Agenda to inquire about separate billings for Sheriff Services and their utility expenses. City Manager Miller explained that the contract specifies that the City is responsible for providing the facilities for the Sheriff sub-station.

Councilmember Barkle asked why the bank charges were about \$14,000 in September. City Manager Miller responded that these were an accumulation of CalCard expenses, most of which were large items for the Wastewater Treatment Plant.

On a motion by Councilmember Barkle, seconded by Mayor Pro-tem Douglass, the City Council approved the consent agenda.

AYES: Barkle, Douglass, Hesch, and Parnham

NOES: None

4 COUNCIL, STAFF AND OTHER REPORTS

4A. Committee Reports and Informational Items – All Council Members

Councilmember Parnham

- Nothing to report

Councilmember Barkle

- Nothing to report

Mayor Pro Tem Douglass

- Met with school staff to discuss ways to involve students in local government through “Mayor for the Day” and similar programs. The School has also proposed having students design a Colfax flag.
- Requested that City staff send out letters to property owners of blighted buildings. Council discussed this and directed Staff to give notice of blight abatement procedures quickly and to address the issue at a future meeting.
- Reported that the “Meet the Candidates” event sponsored by the League of Women Voters went well, although not well attended. The League was complimentary of the event and the demeanor/preparation of the candidates. Mayor Pro Tem Douglass expressed hope that this would become a regular event for future elections.

Mayor Hesch

- Acknowledged Mayor Pro Tem Douglass for his efforts in organizing the “Meet the Candidates” night.
- Expressed his honor to represent the City at the ceremonial arrival of the Honor Flag at the Sacramento Airport. He thanked Sergeant Ty Conners for inviting him to the Ceremony. The Honor Flag flew over the rubble of the Twin Towers after 9/11 and has been present at the funerals of first responders fallen in the line of duty since that time. Sergeant Conners, received the flag from the plane and it was displayed for both Sacramento Officer Danny Oliver’s and Placer County Sheriff Detective Mike Davis’s funeral services.
- Reported that he attended an event at the High School, meeting with Juniors and Seniors about volunteer opportunities in the community. He was proud to represent the City and also the Caboose project. He felt welcomed and received good feedback from the students.

- Introduced Britni Fitzgerald, the organizer of the Chili Cook-off benefiting the restoration of the Colfax Caboose. The Cook-off was a great success. Britni presented the Placer Sierra Heritage Railroad Society (PSHRS) with a check for \$2,000 raised at the event. Many local businesses and members of the community contributed. Malcolm Frost accepted the check for the PSHRS. Mr. Frost announced a planning meeting for the 150th Anniversary of the Transcontinental Railroad. The meeting will be held at City Hall at 7:00PM on November 18, 2014.

4B. **Operations Updates – City Staff**

City Manager Miller

- Reported for Community Services Director Gabe Armstrong from the Fire Safe Council Meeting that the Fire Council has grant funding available for construction of a firebreak; which will benefit the City. Union Pacific Railroad also has funding available for Fire Safety.
- The Wastewater Treatment Plant is running well with over 100 days online.
- Council will have a special meeting on November 18 from 1:00-2:00 PM at City Hall. It will be a public informational meeting for the proposed Dollar General Retail Store.
- There will be no meeting on November 26 and a single meeting in December on the 10th.
- Maintenance worker Jeff Scott has passed his WWTP Operator II test and after 7 months of on-site experience will be able to operate the WWTP with less supervision.

4C. **Additional Reports – Agency Partners**

Sergeant Ty Conners, Colfax Sub-station Commander

- Offered congratulations on the success of the Chili Cook-off.
- Thanked Mayor Hesch for representing the City of Colfax at the Honor Flag Ceremony and explained some of the duties related to his position as the Honor Guard Commander for Placer County Sheriff's Department.
- The Sub-station has moved to the new building. The office space has been remodeled, but the rest of the building is still under construction. The Department will host a grand opening when the remodel is complete. There is a call box outside of the sub-station which the public can use to connect directly with dispatch.
- Prop 47 passed and will impact Law Enforcement as many of the drug abuse offences have been down-graded to a misdemeanor. It remains to be seen what the impact will be to Colfax.
- The "Drug Take Back" event went very well. The officers collected 78 pounds of prescription drugs, removing the risk for illegal use or a danger to the environment from improper disposal down the drain.
- The High School recently had the Honor Football Game honoring First Responders.

Frank Klein, Colfax Chamber of Commerce President

- Thanked Sergeant Connors and Mayor Hesch for representing the City at the recent sad events.
- Reported that he is in the midst of coordinating Winterfest. On December 13 from 4-9, there will be a light parade, vendors, Santa Claus, and carolers. The Soroptomist's will host a soup kitchen and Christmas Basket Give Away and the Lioness' Club will have a Coat Give Away.

5 PUBLIC COMMENT

None

6 COUNCIL BUSINESS

6A. Sales and Use Taxes

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATIONS: Information Only

City Manager Miller reported that the revenues are doing well. The City has hired a consultant with the consent of Council to analyze tax revenues. The City tax revenue may be larger than budgeted; the excess could go toward reaching the Council-set reserve fund goal.

6B. Governmental Fixed Assets Disposition List

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: City Council motion to accept list of assets for dissolution

City Manager Miller informed Council that Finance Director Van Groningen is doing some record keeping clean up at the advice of the auditors and requests that Council accept the items on this list for dissolution. Council discussed the list and commended staff for clean-up efforts, requesting that any useful items be made available to non-profit organizations. Council agreed that the Disposition List and an Inventory should be brought to Council annually.

On a motion by Councilmember Parnham, seconded by Mayor Pro-tem Douglass, the City Council accepted the Governmental Fixed Assets Disposition List.

AYES: Barkle, Douglass, Hesch, and Parnham

NOES: None

6C. Proposed Antenna Height Extension at Sewer Lift Station #3

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Information only

City Manager Miller presented Council with an improved image of the proposed antenna for lift station #3. Staff received two comments regarding the antenna. A raptor perch will be installed on the antenna to provide an environmental advantage and an operational benefit. Rodents will be deterred from inhabiting the area and chewing the electrical wires. The City does not plan to add an artificial tree disguise as the potential benefit does not offset the artificial look; which would be incompatible with the setting, or the additional expense.

6D. Election Update**STAFF PRESENTATION:** Lorraine Cassidy, City Clerk**RECOMMENDATION:** Information only

City Clerk Cassidy gave a brief report on the election, stating that the results that have been posted are preliminary. The county will certify the election before the December 10 meeting at which time the new councilmembers will be given their oaths of office.

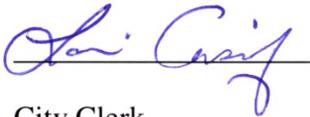
Council and the public discussed the election canvassing process and recommended that citizens go to the County to view the process or even volunteer to help.

7 ADJOURNMENT

On a motion by Councilmember Barkle and Seconded by Councilmember Parnham, Mayor Hesch adjourned the meeting at 8:04 PM.

Respectfully submitted to City Council this 10th day of December, 2014

Lorraine Cassidy



City Clerk

City of Colfax
City Council Minutes
Special Meeting of Tuesday, November 18, 2014
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CALL SPECIAL MEETING TO ORDER

The Special Council meeting was called to order at 1:01 PM by Mayor Hesch.

1A. **The Pledge of Allegiance** was led by Ken Delfino, 999 Pine St Colfax.

1B. **Roll Call:**

Councilmembers present: Douglass, Hesch, and Parnham

Councilmembers absent: Barkle

2 PUBLIC COMMENT

Ken Delfino, 999 Pine Street, announced that the Jr. Falcons defended their championship. City Manager Miller stated that this good news would be posted on the digital billboard.

3 INFORMATIONAL MEETING

• **Introduction – City Staff**

City Manager Miller reported that Dollar General has proposed a site along S. Auburn that meets their criteria to build a retail store in Colfax. This is a great opportunity for the City in terms of sales tax revenue and a new shopping location for residents. Dollar General is still in the preliminary stages of development and has sent Joshua Simon as a representative to give an informational presentation and seek input from Council and the public.

• **Informational Presentation – Joshua Simon**

Joshua Simon represents the development firm contracted by Dollar General for site development. His company has headed several of these types of projects. The proposed Dollar General Store will be 9100 sq. feet. The Company will invest about \$2 million dollars to open the store and will merchandize products similar to those in a Walgreens store without the pharmacy. Typical hours for a Dollar General are from 8am – 10pm. The developer will subcontract with local contractors to build the retail location at 951 S. Auburn. The proposed metal building will be covered with natural stone, wood and other elements in neutral colors. Dollar General was founded in 1955 and sells brand name “consumer necessities” at low prices. They are currently in forty states and focus on opening stores in small communities. The Company expects that 12 new jobs will be created with the opening of the store. Dollar General is committed to community service, donating \$86 million through their literacy foundation and other community projects.

• **Questions and Answers**

Mayor Pro Tem Douglas commented that the building is nice but plain and asked if a mural could be painted by a local artist to tie the architecture to the City. Mr. Simon answered that he could bring the suggestion to Dollar General for approval.

Councilmember Parnham inquired if the Site plan included cutting down the trees on the lot. Mr. Simon responded that the plan was to leave as many trees as possible, especially on the slope behind the store.

Mayor Hesch asked how soon the developer planned to begin work on the project, what sources would be used for building supplies and if the rumored merger would affect the proposed development. Mr. Simon hopes that he could begin construction in March or April, depending upon City approvals. The local sub-contractors will use their own supply sources. Mr. Simon's development company actually holds the lease on the land, so a possible merger will not affect the Colfax project.

Al Turner, 165 Treasurton, spoke in favor of the project and expressed concerns about the slope of the lot.

Kelly Molloy, 121 Quinns Lane, spoke in favor of the project anticipating the advantage of an alternate shopping location with longer hours.

Kathy West, 179 Treasurton, asked several questions expressing concerns of the long-term success of a Dollar General in Colfax. Mr. Simon stated that the typical Dollar General location needs at least 1400 households to sustain business which is well under the number of households in the Colfax area.

Ken Delfino, 999 Pine Street, spoke in favor of the project asserting that the traffic impact should be minimal and the \$1.5 - \$2 million dollars in annual sales will be good for Colfax. He asked when the store could be expected to open and Mr. Simon stated that groundbreaking to opening is typically 135 days – so could be in August or September.

Steve Harvey, 251 Scholtz Ave, spoke in favor of the project stating that the City needs the revenue not only from sales tax, but also development mitigation fees.

Chuck Burke, Colfax resident, spoke in favor of the project and asked the percentage of employees that could be expected to be local. Mr. Simon stated that usually all of the employees are local with the possible exception of a short term training manager to help get the store up and running upon opening.

Mayor Hesch stated that he is in favor of the project and believes it will serve the community well.

City Manager Miller remarked that no action is required today and that Staff will bring back reports as the project progresses.

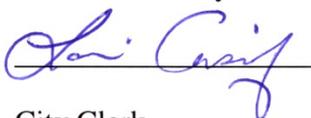
Mr. Simon stated that he is excited about working in Colfax, that staff has been a pleasure to work with and that it is good to see staff, Council and the community engaged in the development process.

7 ADJOURNMENT

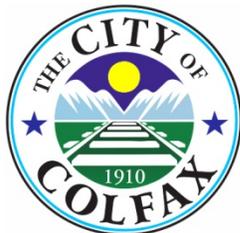
Mayor Hesch adjourned the meeting at 1:33 PM.

Respectfully submitted to City Council this 10th day of December, 2014

Lorraine Cassidy



City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 10, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: November 19, 2014
SUBJECT: City of Colfax Cash Summary Report: October, 2014

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report: October 31, 2014.

SUMMARY:

Staff recommends that the Council accepts and files the Colfax Cash Summary Report: for October 2014.

FISCAL IMPACT:

No fiscal impact

BACKGROUND AND ANALYSIS:

These monthly financial reports include General Fund Unassigned 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.

CONCLUSION:

The attached reports reflect an overview of the financial transactions of the City of Colfax in October 2014. Monthly highlights include:

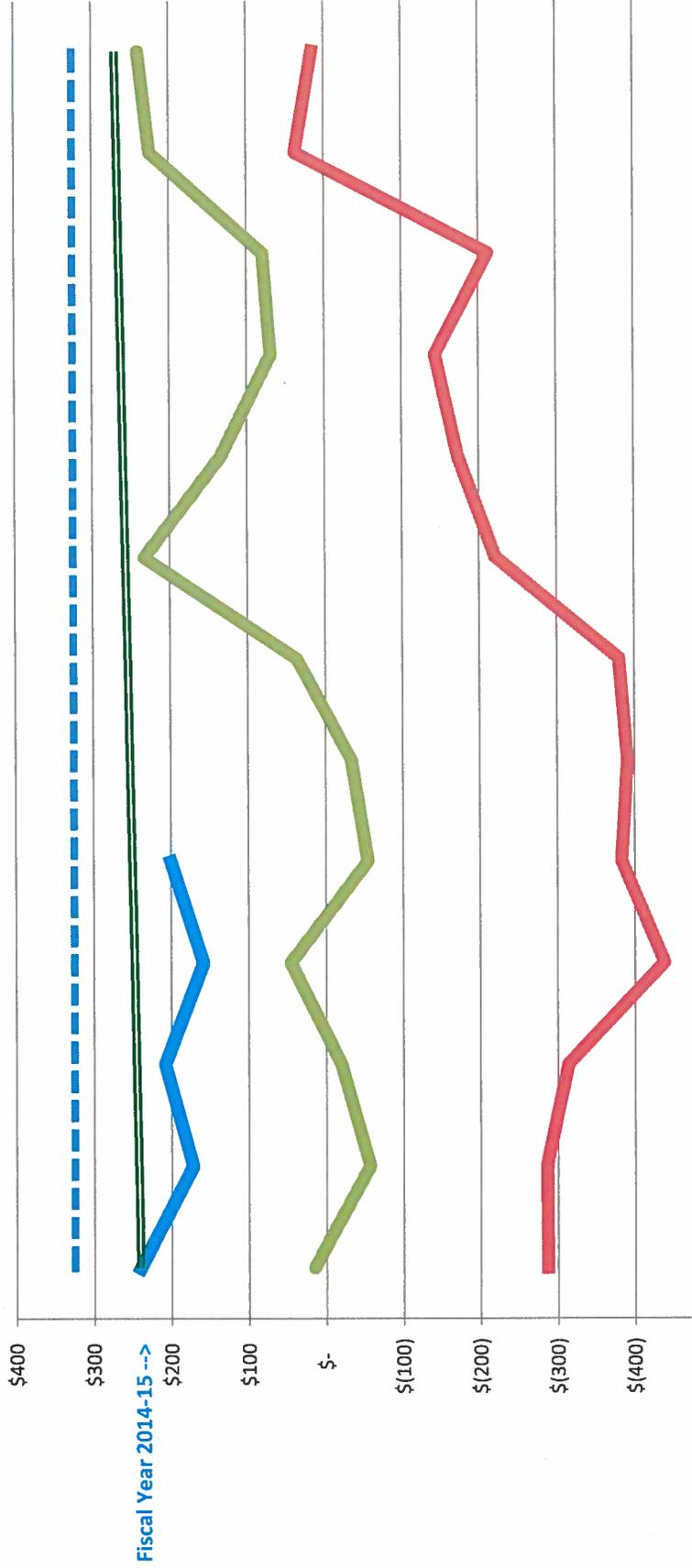
- October receipts and disbursements were fairly typical monthly amounts
- The trend for unassigned cash is consistent with previous years – with only the timing of the quarterly sheriff contract payment causing differences year over year (ie. Check generated in October last year – generated in September this year).

ATTACHMENTS:

1. General Fund Unassigned Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Summary – August 2014
 - a. Cash Transaction Report – by individual fund
 - b. Check Register Report
 - c. Daily Cash Summary Report

City of Colfax - October 2014 General Fund Unassigned Cash Analysis

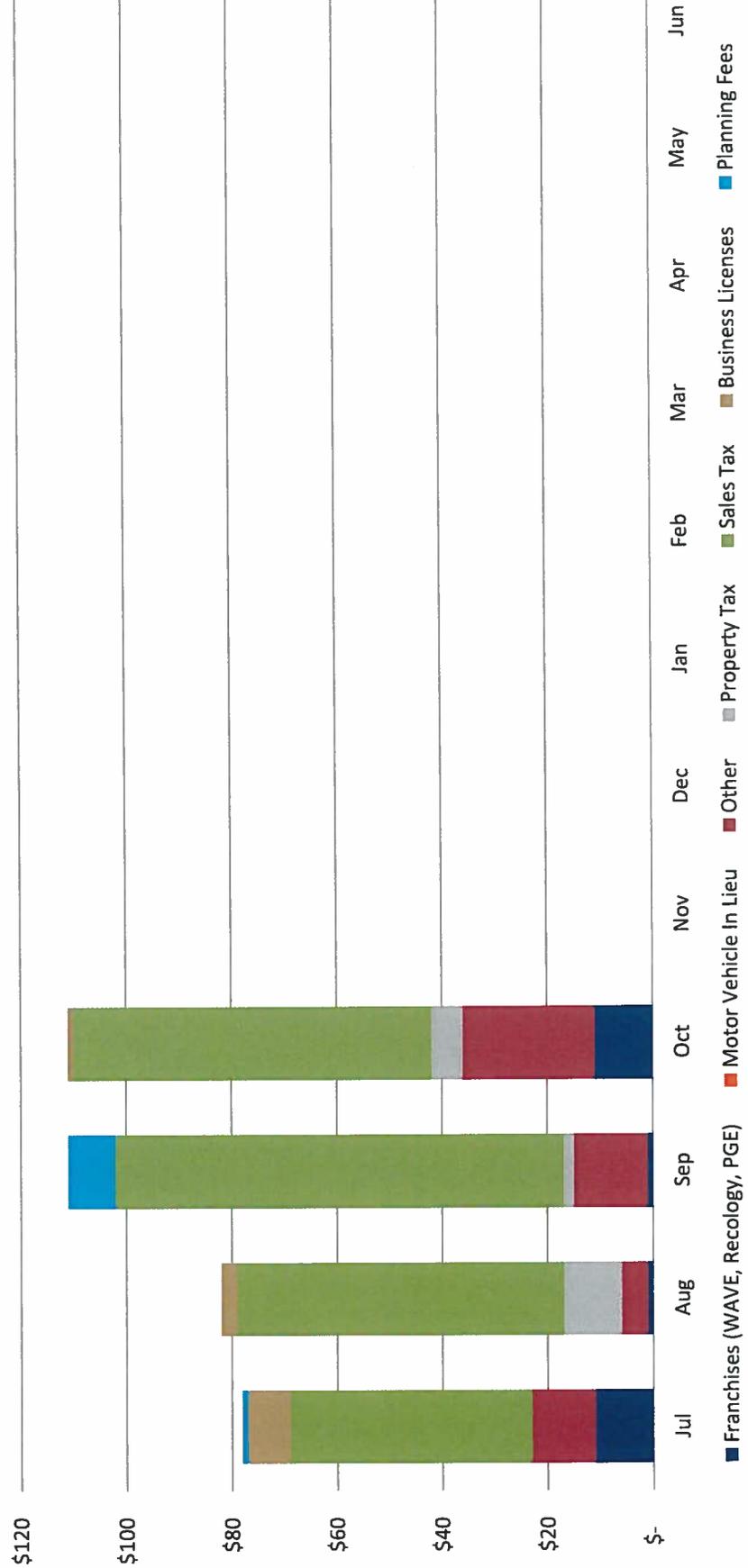
(Dollars in Thousands)



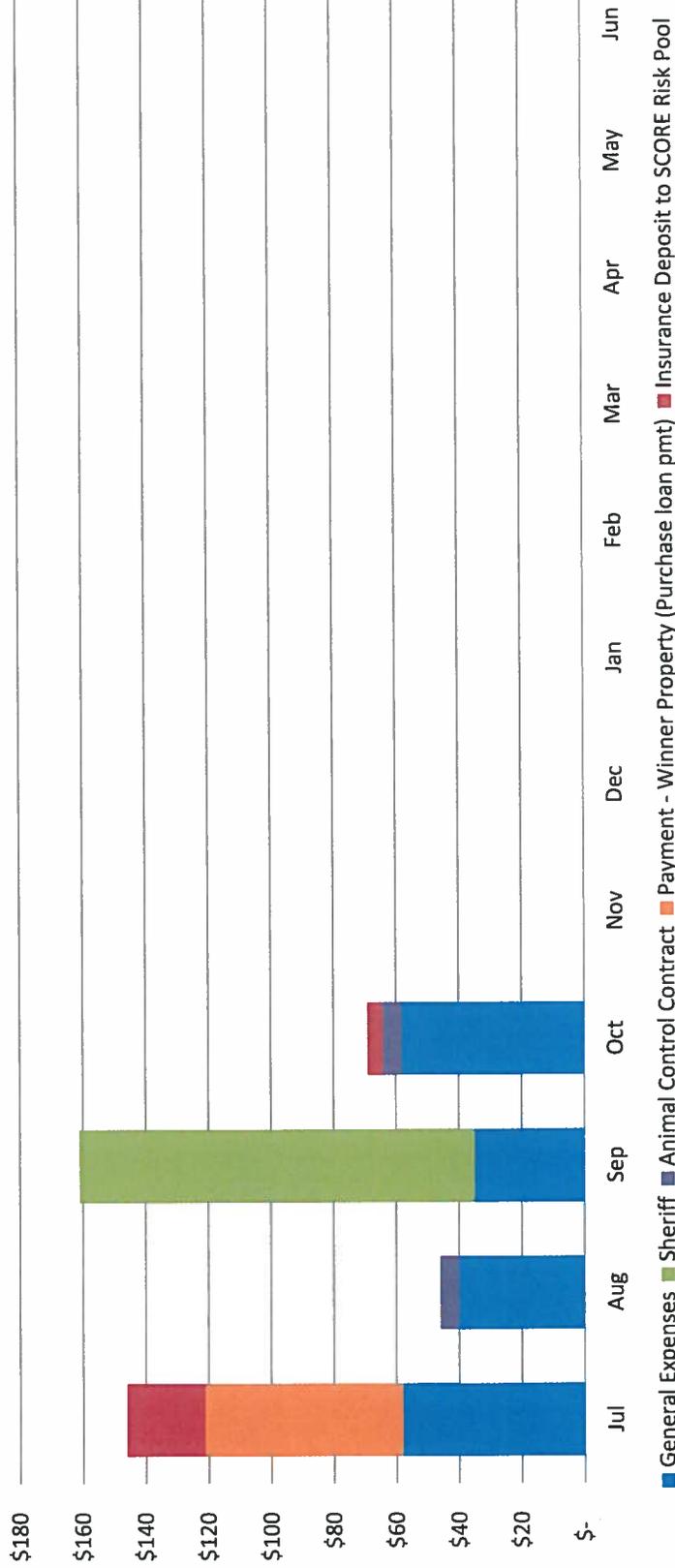
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2014-15	\$240	\$172	\$208	\$158	\$200								
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
*Reserves Target 25%	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	325
Budget FY2015	\$240	\$243	\$245	\$248	\$250	\$253	\$255	\$258	\$260	\$263	\$265	\$268	270

* Recommended General Fund (GF) Reserve Target of 25% (3 mos) of annual GF Revenues.

City of Colfax - September 2014 General Fund Assigned Cash - Revenues by Month (Dollars in Thousands)



City of Colfax - September 2014 General Fund Assigned Cash - Expenses by Month (Dollars in Thousands)



**City of Colfax
Cash Summary
October 31, 2014**

	Balance 09/30/14	Revenues In	Expenses Out	Transfers	Balance 10/31/14
US Bank	\$ 209,870.23	\$ 352,791.63	\$ (663,874.94)	\$ 400,000.00	\$ 298,786.92
LAIF	\$ 2,491,433.44	\$ 1,637.88		\$ (400,000.00)	\$ 2,093,071.32
LAIF - County Loan	\$ -				\$ -
Total Cash - General Ledger	<u>\$ 2,701,303.67</u>	<u>\$ 354,429.51</u>	<u>\$ (663,874.94)</u>	<u>\$ -</u>	<u>\$ 2,391,858.24</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 2,701,603.67</u>	<u>\$ 354,429.51</u>	<u>\$ (663,874.94)</u>	<u>\$ -</u>	<u>\$ 2,392,158.24</u>

Change in Cash Account Balance - Total \$ (309,445.43)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (618,243.29)
3. Cash Receipts - Daily Cash Summary Report	\$ 205,470.20
Payroll Checks and Tax Deposits	\$ (45,222.28)
Utility Billings - Receipts	\$ 147,060.97
LAIF Interest	\$ 1,637.88
Bank Service Charges	\$ (148.91)
	<u><u>\$ (309,445.43)</u></u> \$

Prepared by: Laurie Van Groningen 11/7/14
Laurie Van Groningen, Finance Director

Reviewed by: Mark Miller 12/1/14
Mark Miller, City Manager

City of Colfax

Cash Transactions Report - October 2014

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 434,647.08	\$ 100,580.37	\$ (64,717.64)	\$ 470,509.81
Fund: 120 - Land Development Fees	\$ 26,144.77	\$ -	\$ (4,187.50)	\$ 21,957.27
Fund: 570 - Garbage Fund	\$ (302,806.92)	\$ 10,750.00	\$ -	\$ (292,056.92)
Fund Type: 1.11 - General Fund - Unassigned	\$ 157,984.93	\$ 111,330.37	\$ (68,905.14)	\$ 200,410.16
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 30,767.26	\$ -	\$ -	\$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 749,167.11	\$ 19,743.12	\$ (3,996.18)	\$ 764,914.05
Fund Type: 1.14 - General Fund - Restricted	\$ 779,934.37	\$ 19,743.12	\$ (3,996.18)	\$ 795,681.31
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 3,884.07	\$ 2.26	\$ -	\$ 3,886.33
Fund: 211 - Mitigation Fees - Drainage	\$ 2,982.46	\$ 1.74	\$ -	\$ 2,984.20
Fund: 212 - Mitigation Fees - Trails	\$ 41,388.23	\$ 24.08	\$ -	\$ 41,412.31
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 91,767.30	\$ 53.38	\$ -	\$ 91,820.68
Fund: 214 - Mitigation Fees - City Bldgs	\$ 445.46	\$ 0.26	\$ -	\$ 445.72
Fund: 215 - Mitigation Fees - Vehicles	\$ 230.76	\$ 0.14	\$ -	\$ 230.90
Fund: 217 - Mitigation Fees - DT Parking	\$ 26,043.91	\$ 15.15	\$ -	\$ 26,059.06
Fund: 218 - Support Law Enforcement	\$ (25,000.00)	\$ 14,389.54	\$ -	\$ (10,610.46)
Fund: 236 - CDBG Revitalization Zone	\$ -	\$ -	\$ -	\$ -
Fund: 241 - CDBG Housing Rehabilitation	\$ 94,224.51	\$ 54.81	\$ -	\$ 94,279.32
Fund: 244 - CDBG MicroEnterprise Lending	\$ 116,657.84	\$ 367.68	\$ -	\$ 117,025.52
Fund: 250 - Streets - Roads/Transportation	\$ (32,540.48)	\$ 90.00	\$ (14,963.90)	\$ (47,414.38)
Fund: 253 - Gas Taxes	\$ 45,211.23	\$ 5,466.55	\$ (3,456.95)	\$ 47,220.83
Fund: 270 - Beverage Container Recycling	\$ 32,355.61	\$ 18.94	\$ (171.28)	\$ 32,203.27
Fund: 280 - Oil Recycling	\$ 2,851.88	\$ 1.84	\$ (199.99)	\$ 2,653.73
Fund: 286 - Bricks	\$ 5,233.50	\$ 3.05	\$ -	\$ 5,236.55
Fund: 292 - Fire Department Capital Funds	\$ 30,795.44	\$ 1,603.82	\$ (2,234.80)	\$ 30,164.46
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 436,531.72	\$ 22,093.24	\$ (21,026.92)	\$ 437,598.04
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	\$ 44,835.04	\$ 51,069.24	\$ (7,957.77)	\$ 87,946.51
Fund: 360 - Rule 20A Undergrounding	\$ -	\$ -	\$ (562.50)	\$ (562.50)
Fund Type: 1.34 - Capital Projects - Restricted	\$ 44,835.04	\$ 51,069.24	\$ (8,520.27)	\$ 87,384.01
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 639,402.79	\$ 93,168.47	\$ (549,154.65)	\$ 183,416.61
Fund: 561 - Sewer Liftstations	\$ 329,877.12	\$ 16,125.60	\$ (12,271.78)	\$ 333,730.94
Fund: 563 - Wastewater Treatment Plant	\$ 100,296.99	\$ 40,227.43	\$ -	\$ 140,524.42
Fund: 565 - General Obligation Bond 1978	\$ 21,462.46	\$ 218.03	\$ -	\$ 21,680.49
Fund: 567 - Inflow & Infiltration	\$ 190,978.25	\$ 454.01	\$ -	\$ 191,432.26
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 1,282,017.61	\$ 150,193.54	\$ (561,426.43)	\$ 870,784.72
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ -	\$ -	\$ -	\$ -
Fund Type: 9.0 - CLEARING ACCOUNT	\$ -	\$ -	\$ -	\$ -
Grand Totals:	\$ 2,701,303.67	\$ 354,429.51	\$ (663,874.94)	\$ 2,391,858.24

Check Register Report

ITEM 2C

A/P Checks - October 2014

Date: 10/07/2014

Time: 10:02 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							
50309	10/03/2014	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD/WWTP	462.72
50310	10/03/2014	Printed		01413	ALLIANT INSURANCE SERVICES,	SPECIAL EVENT INSURANCE, 100TH	81.00
50311	10/03/2014	Printed		01790	AUBURN OFFICE PRODUCTS	SUPPLIES	113.53
50312	10/03/2014	Printed		03121	CALIFORNIA BUILDING	BUILDING FEE REPORT	18.00
50313	10/03/2014	Printed		03556(2)	COLFAX RECREATION ASSOC INC	REFUND, EVENT APPLICATION,	100.00
50314	10/03/2014	Printed		04253	DEPARTMENT OF GENERAL SERVICES	SB 1186 FEES	45.30
50315	10/03/2014	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP MONITORING AUG '14	4,813.00
50316	10/03/2014	Printed		09455	INLAND BUSINESS SYSTEMS	COPY MACHINE COPY CHARGES	146.35
50317	10/03/2014	Printed		10538	KRISTINA JOHNSTON	REFUND, EVENT APPLICATION,	100.00
50318	10/03/2014	Printed		12110	LABOR READY	LABOR READY SERVICES	530.60
50319	10/03/2014	Printed		16003(2)	PACIFIC TANK ENGINEERING, INC	MAG TANK MIXER	1,761.50
50320	10/03/2014	Printed		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL FEES SEPT '14	5,223.79
50321	10/03/2014	Printed		16140	PLACER COUNTY AIR POLLUTION	PER CAPITA ASSESMENT 2014-15	999.00
50322	10/03/2014	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING AUG '14	10,866.25
50323	10/03/2014	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE NOV '14	7,400.00
50324	10/03/2014	Printed		21450	URKE SEPTIC SERVICES	VACUUM TRUCK DINKY AVENUE	540.00
50325	10/03/2014	Printed		21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	3,177.17
50326	10/03/2014	Printed		21500	USA BLUE BOOK, INC	WWTP SUPPLIES	495.06
50327	10/03/2014	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT SEPT '14	6,873.75
50328	10/03/2014	Printed		22115	VERIZON CALIFORNIA	PHONE WWTP	180.36
50329	10/03/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET/PHONE CITY HALL	298.93
50330	10/10/2014	Printed		02084	BRIGIT S. BARNES & ASSOCIATES	PLANNING SERVICES SEPT '14	483.50
50331	10/10/2014	Printed		04220	DC FROST ASSOCIATES, INC.	WWTP SENSOR	55.72
50332	10/10/2014	Printed		07460	GOLD COUNTRY MEDIA	LEGAL NOTICE,	88.80
50333	10/10/2014	Printed		07465	GOLD MINER PEST CONTROL	PEST CONTROL CHAMBER	175.00
50334	10/10/2014	Printed		08050	HACH COMPANY	WWTP TESTING	185.87
50335	10/10/2014	Printed		08170	HILLS FLAT LUMBER CO	SUPPLIES	3,672.32
50336	10/10/2014	Printed		08660	HUNT AND SONS, INC.	GAS PUBLIC WORKS	420.36
50337	10/10/2014	Printed		12110	LABOR READY	LABOR READY SERVICES	407.43
50338	10/10/2014	Printed		13562	MUNITEMPS	INTERIM CITY CLERK SERVICES	1,876.25
50339	10/10/2014	Printed		14000	NAGY PRECISION MFG, INC.	MAG MIXER MOUNTING PLATE	90.00
50340	10/10/2014	Printed		16035	PG&E	UTILITIES SEPT '14	17,986.61
50341	10/10/2014	Printed		16820	PSI	UTILITY BILLS	402.90
50342	10/10/2014	Printed		18400	RIEBES AUTO PARTS	SUPPLIES	644.46
50343	10/10/2014	Printed		19070	SCORE - SMALL CITIES ORGANIZED	WORKER'S COMP	10,345.00
50344	10/10/2014	Printed		03133	WATER POLLUTION CONTROL SERV	WWTP OPERATIONS SEPT '14	18,008.88
50345	10/16/2014	Printed		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS & SUPPLIES SEPT '14	315.92
50346	10/16/2014	Printed		01500	ANDERSON'S SIERRA	WWTP POND #3 AERATION SYSTEM	114.11
50347	10/16/2014	Printed		01673	GABE ARMSTRONG	MILEAGE REIMBURSEMENT,	130.75
50348	10/16/2014	Printed		01766	AT&T MOBILITY	CELL PHONES SEPT '14	376.92
50349	10/16/2014	Printed		30018	TRAVIS BERRY	MILEAGE REIMBURSEMENT, VARIOUS	141.96
50350	10/16/2014	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP MONITORING SEPT '14	2,506.00
50351	10/16/2014	Printed		06420	FISHER'S WASTEWATER SERVICES	WWTP OPERATIONS	5,594.88
50352	10/16/2014	Printed		07460	GOLD COUNTRY MEDIA	LEGAL NOTICE, SOQ'S ON-CALL	91.60
50353	10/16/2014	Printed		07465	GOLD MINER PEST CONTROL	PEST CONTROL WWTP	210.00
50354	10/16/2014	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING AUG '14	220.84

Check Register Report

ITEM 2C

A/P Checks - October 2014

Date: 8 of 10
11/07/2014

Time: 10:02 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							
50355	10/16/2014	Printed		13269	MARK MILLER	MILEAGE REIMBURSEMENT, RWQC	127.95
50356	10/16/2014	Printed		16139	PLACER COUNTY ADMINISTRATIVE	ANIMAL CONTROL	6,448.62
50357	10/16/2014	Printed		19695	STATE WATER RESOURCES CONTROL	SRF FINANCING AGREEMENT	438,973.80
50358	10/16/2014	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	PAYROLL COMPLIANCE TESTING	3,749.82
50359	10/16/2014	Printed		19793(2)	SVS-APA	PLANNING COMMISSIONER TRAINING	20.00
50360	10/16/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET CORP YARD	47.95
50361	10/16/2014	Printed		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL SEPT '14	831.30
50362	10/23/2014	Printed		04592	DWAYNE ARMSTRONG	INTERNET WWTP NOV '14	99.95
50363	10/23/2014	Printed		08159	HILL BROTHERS CHEMICAL CO.	CHEMICALS	7,136.88
50364	10/23/2014	Printed		12555	LOMEN, SEAN	REIMBURSEMENT, VOLUNTEER	1,117.40
50365	10/23/2014	Printed		12556	STEPHEN LOMEN	REIMBURSEMENT, VOLUNTEER	1,117.40
50366	10/23/2014	Printed		13187	MALCOLM WHITE CONSULTING	RULE 20A PG&E COORDINATION &	562.50
50367	10/23/2014	Printed		19390	MAR-VAL'S SIERRA MARKET	SUPPLIES	6.12
50368	10/23/2014	Printed		13269	MARK MILLER	MILEAGE REIMBURSEMENT, SCORE	70.00
50369	10/23/2014	Printed		13562	MUNITEMPS	INTERIM CITY CLERK SERVICES	948.00
50370	10/23/2014	Printed		16040	PITNEY BOWES	POSTAGE	500.00
50371	10/23/2014	Printed		18193	RECOLOGY AUBURN PLACER	WWTP DEBRIS BOX RENTAL	920.00
50372	10/23/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET CITY HALL	182.95
50373	10/31/2014	Printed		01790	AUBURN OFFICE PRODUCTS	SUPPLIES	183.19
50374	10/31/2014	Printed		03493	COASTLAND CIVIL ENGINEERING	BUILDING DEPARTMENT SERVICES,	400.00
50375	10/31/2014	Printed		04234	DE LANG LANDEN	COPY MACHINE CONTRACT	170.93
50376	10/31/2014	Printed		08159	HILL BROTHERS CHEMICAL CO.	CHEMICALS	1,185.56
50377	10/31/2014	Printed		08660	HUNT AND SONS, INC.	GAS PUBLIC WORKS	275.60
50378	10/31/2014	Printed		09455	INLAND BUSINESS SYSTEMS	COPY MACHINE COPY CHARGES	245.58
50379	10/31/2014	Printed		09513	INTERNATIONAL CODE COUNCIL	MEMBERSHIP DUES	125.00
50380	10/31/2014	Printed		16035	PG&E	UTILITIES OCT '14	19,583.14
50381	10/31/2014	Printed		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	653.60
50382	10/31/2014	Printed		16211	PLACER COUNTY TAX COLLECTOR	LOT OF ART LEASE 2014-2015	179.86
50383	10/31/2014	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE DEC '14	7,400.00
50384	10/31/2014	Printed		21131	UNION PACIFIC RAILROAD COMPANY	PEDESTRIAN XING PROJECT,	3,876.52
50385	10/31/2014	Printed		21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	1,578.42
50386	10/31/2014	Printed		22115	VERIZON CALIFORNIA	PHONE WWTP	183.27
50387	10/31/2014	Printed		23101	LARRY WALKER	NPDES/WWTP MONITORING SEPT '14	2,467.50
50388	10/31/2014	Printed		03133	WATER POLLUTION CONTROL SERV	WWTP OPERATIONS OCT '14 -	4,037.00
50389	10/31/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE FIRE DEPT	65.09
50390	10/31/2014	Printed		25205	STACIE YOUNGGREN	REFUND, CHC PLANNING	4,000.00

Total Checks: 82

Checks Total (excluding void checks):

618,243.29

Total Payments: 82

Bank Total (excluding void checks):

618,243.29

Total Payments: 82

Grand Total (excluding void checks):

618,243.29

DAILY CASH SUMMARY REPORT

ITEM 2C

October - General Cash Receipt
10/01/2014 - 10/31/2014

9 08:10
11/7/2014
2:43 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
10/02/2014	Daily Totals	85.85	0.00	85.85
10/03/2014	Daily Totals	4,856.10	0.00	4,856.10
10/08/2014	Daily Totals	2,364.53	0.00	2,364.53
10/16/2014	Daily Totals	8,155.41	0.00	8,155.41
10/24/2014	Daily Totals	2,910.27	0.00	2,910.27
10/30/2014	Daily Totals	5,973.15	0.00	5,973.15
10/31/2014	Daily Totals	75,678.66	0.00	75,678.66
Fund: 100 - General Fund	TOTALS:	100,023.97	0.00	100,023.97
Fund: 218 - Support Law Enforcement				
10/31/2014	Daily Totals	14,389.54	0.00	14,389.54
Fund: 218 - Support Law Enforcement	TOTALS:	14,389.54	0.00	14,389.54
Fund: 244 - CDBG MicroEnterprise Lending				
10/24/2014	Daily Totals	300.00	0.00	300.00
Fund: 244 - CDBG MicroEnterprise Lending	TOTALS:	300.00	0.00	300.00
Fund: 250 - Streets - Roads/Transportation				
10/24/2014	Daily Totals	90.00	0.00	90.00
Fund: 250 - Streets - Roads/Transportation	TOTALS:	90.00	0.00	90.00
Fund: 253 - Gas Taxes				
10/31/2014	Daily Totals	5,437.07	0.00	5,437.07
Fund: 253 - Gas Taxes	TOTALS:	5,437.07	0.00	5,437.07
Fund: 292 - Fire Department Capital Funds				
10/24/2014	Daily Totals	1,587.68	0.00	1,587.68
Fund: 292 - Fire Department Capital Funds	TOTALS:	1,587.68	0.00	1,587.68
Fund: 350 - Street Improvement Projects				
10/30/2014	Daily Totals	50,996.48	0.00	50,996.48

DAILY CASH SUMMARY REPORT

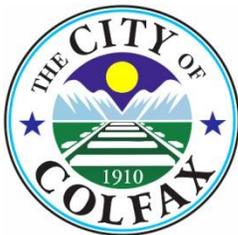
ITEM 2C

October - General Cash Receipt
10/01/2014 - 10/31/2014

Page: 2
10 of 10
11/7/2014
2:43 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 350 - Street Improvement Projects		TOTALS:	50,996.48	0.00
			50,996.48	
Fund: 560 - Sewer				
10/08/2014	Daily Totals	1,061.33	0.00	1,061.33
10/31/2014	Daily Totals	200.00	141.02	58.98
Fund: 560 - Sewer		TOTALS:	1,261.33	141.02
				1,120.31
Fund: 561 - Sewer Liftstations				
10/16/2014	Daily Totals	407.00	0.00	407.00
10/24/2014	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations		TOTALS:	814.00	0.00
				814.00
Fund: 565 - General Obligation Bond 1978				
10/31/2014	Daily Totals	218.03	0.00	218.03
Fund: 565 - General Obligation Bond 1978		TOTALS:	218.03	0.00
				218.03
Fund: 570 - Garbage Fund				
10/16/2014	Daily Totals	10,750.00	0.00	10,750.00
Fund: 570 - Garbage Fund		TOTALS:	10,750.00	0.00
				10,750.00
Fund: 572 - Landfill Post Closure Mainten				
10/16/2014	Daily Totals	19,743.12	0.00	19,743.12
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	19,743.12	0.00
				19,743.12
GRAND TOTALS:		205,611.22	141.02	205,470.20



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 10, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Travis Berry, Technical Services Administrator
DATE: November 24, 2014
SUBJECT: Electrical Service to Ponds 1 and 3 at the Wastewater Treatment Plant

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$6,985.00	FROM FUND: 560
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RECOMMENDED ACTION: Approve Resolution 34-2014 Authorizing the City Manager to Execute an Agreement with CWS Electrical for Installation of Electrical Service Panels at the Wastewater Treatment Plant.

SUMMARY:

Staff proposes installing new electrical service panels on Ponds 1 and 3 to facilitate operational efficiency and increase safety. During the summer of 2014 City Council authorized converting a portion of the storage in Pond 1 into an Equalization Basin (EQ) in order to increase the wastewater treatment plant's (WWTP) ability to handle irregular loads of influent. The existing electrical power connections at Pond 1 have been adequate to facilitate the basic needs of the EQ basin during dry weather. However, during wet-weather flows, the WWTP does not have the capacity to process influent as quickly as it arrives at the WWTP. Surplus water must be stored. When high flows subside the surplus must be stirred and then pumped into the EQ basin. Also, if a prolonged period of high-volume flow persists, the water will need to be moved to other storage ponds. Pond 1 does not have sufficient electrical power to operate the requisite pumps.

To maintain compliance with the NPDES permit, the WWTP Chief Plant Operator recommends the ability to pump at least 400 gallons per minute (gpm) out of Pond 3, up from the current capacity of only 150gpm. An electrical panel near Pond 3 would facilitate using the existing Pond 3 aeration system pump to increase water flow to optimum levels. In addition, a permanent electrical service panel will allow the floating aeration system to be relocated when necessary to accommodate water levels without the inefficiency and expense of purchasing extension cables.

Staff requested bids from five companies to provide parts and labor to install the required service panels. Two bids were received. The lowest bid was received from CWS Electrical of Nevada City in the amount of \$6,985.00.

CONCLUSION:

Staff recommends that City Council authorize the City Manager to execute an agreement with CWS Electrical for installation of electrical service panels at the City's wastewater treatment plant.

ATTACHMENTS:

- 1) Resolution 34-2014
- 2) Bid from Gilwee Electric
- 3) Bid from CWS Electrical

City of Colfax

City Council

Resolution № 34-2014

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
CWS ELECTRICAL FOR INSTALLATION OF ELECTRICAL SERVICE PANELS AT
THE WASTEWATER TREATMENT PLANT

Whereas, the City of Colfax owns and operates a Wastewater Treatment; and,

Whereas, the Colfax City Council has determined that it is in the best interest of the City to upgrade the electrical power at two storage ponds; and

Whereas, City staff has obtained two quotes for the installation of electrical panels at Ponds 1 and 3; and,

Whereas, CWS Electrical of Nevada City has returned the most economical quote,

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the City Manager is hereby authorized to execute an agreement with CWS Electrical for parts and labor to install 2 electrical panels at the Wastewater Treatment plant for a cost not to exceed \$6,985.00.

Passed and Adopted this 10th day of December by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Tony Hesch, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

To Whom It May Concern;

11-22-14

The following description is related to the Colfax Wastewater Treatment Plant, electrical upgrade.

(Revision 1)

We are pleased to have the opportunity to submit the following budget for the electrical upgrade as discussed during our field meeting at the plant site on 11-3-14. The budget is based on the following:

- **Site 1: 100 amp site with 2-15 HP and 2-not to exceed 20 HP motors.**
 - Pole mounted overhead riser that will tie into the existing 480v, 3 phase electrical supply.
 - It is the responsibility of the district to insure there is sufficient source electrical power for the added load.
 - The district will supply a motorized lift for connection to the existing overhead electrical feeder conductors at a prescheduled time so extra trips to the site by contractor will not be required.
 - One main disconnect rated at 100 amps, 480 volts, 3 phase with fusing and grounding to be mounted on backboard as required by National Electric Code.
 - The backboard is to be constructed by the district and plans to be provided by contractor for the construction of the backboard
 - The load related to this budget is calculated at 2, 15 hp pumps and up to 2, 20 hp pumps.
 - An electrical feed would then be supplied to an electrical gutter for distribution to the four pump panels. Two of the pump panels would be rated for 15 hp and two would have a maximum rating of 20 hp.
 - Connection to aerators and/or submersible pumps would be by district.
 - Materials described above, labor to install, and coordination of purchasing and design are included in the following price for this site:
 - **Site 2: 100 amp site, at this time 1-15 HP pump panel installed with provisions for future.**
 - Same as above
 - Distribution system for future expansion will be supplied
 - One 5 hp pump panel will be mounted on the backboard that is supplied and built by the district.
- **Total cost for both sites: \$6985.00**

If you have any questions please feel free to contact us for further information.

The suggested design is the sole intellectual property of CWS Electrical and Rogers Contracting and may not be distributed to other entities for the purpose of creating an electrical budget that competes with this project.

Payment requirements are to receive payment not more than 30 days from completion of project, or the closest normal billing cycle for the district, whichever is sooner. Payment would be made for amount billed to CWS Electrical.

No permits or government fees, of any type, have been calculated into this budget. If there are fees to be paid, they will need to be added to the cost.

Respectfully Submitted:

CWS Electrical

Rogers Contracting

Estimate

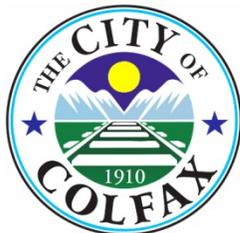


Gilwee Electric
P O Box 461
Meadow Vista, CA 95722
Office 530-878-1314
Fax 530-878-1776
CA Lic #924787

Date	Estimate #
11/10/2014	580

Name / Address
City of Colfax C/O Travis Berry

Description	Total
<p>Work to be done at water treatment facility:</p> <p>Provide and install one 200 amp nema 3R - 480 volt 3 phase panel and 4 - 3 pole 50 amp breakers.</p> <p>Provide and install one 100 amp nema 3R - 480 volt 3 phase panel and 2 - 3 pole 50 amp breakers.</p> <p>Provide 400 amp adjustment plug for existing ITE breaker at main switch gear.</p> <p>Concrete pads by others.</p> <p>Existing 480 lines to be tapped.</p> <p>Labor and Material</p>	12,990.00
Total	\$12,990.00



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 10, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED: Alan Mitchell, City Engineer
SUBJECT: On-Call Materials Testing and Inspection Services Contracts

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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RECOMMENDED ACTION: Adopt Resolution No. 35-2014.

ISSUE STATEMENT AND DISCUSSION:

The City undertakes a limited number of private development and/or capital road and utility improvement projects each year, using a variety of private, local, state and federal funding sources. Since the City does not have the in-house facilities or staff to complete materials sampling, testing, and inspection services, City staff determined that having one or more geotechnical engineering firms available on an on-call basis would be beneficial and cost-effective. These firms would perform professional and technical services required to support the City in the development and construction of projects, on an “as-needed” basis.

On October 1, 2014, the City Engineer issued a Request for Qualifications (RFQ) to qualified Geotechnical Engineering and Testing firms located in the Sacramento area, for on-call Materials Sampling/Testing, and Geotechnical Engineering services, with the intent to enter into a three-year on-call contract with one or more firms. The City received four responses to the RFQ – Matriscope, Wallace-Kuhl, Construction Testing Services, and Holdrege & Kull. The qualifications were reviewed by Jim Fletter, Gabe Armstrong, and Mark Miller, using the following criteria: Understanding of the work, Experience with similar work, Quality of staff, Capability of innovation and advanced techniques, Familiarity with state and federal procedures, Financial responsibility, and Demonstrated technical ability. Based on the review, the panel concurred that all four firms were highly qualified. They all have qualified staff, have performed services with state and federal funding, and they provide similar on-call services to other public agencies.

Staff recommends approval of Resolution No. 35-2014, to authorize the City Manager to execute on-call contracts with Matriscope, Wallace-Kuhl, Construction Testing Services, and Holdrege & Kull, for a period of three years from execution. The services will alternate between the firms, based on their availability, qualified staff and cost. Work Orders will be issued specific to each project.

FINANCIAL AND/OR POLICY IMPLICATIONS

No impact to the general fund. The costs associated with the Contracts will be funded with project-specific funds approved by the City Council.

SUPPORTING DOCUMENTS

Resolution No. 35-2014
 Agreement template

City of Colfax

City Council

Resolution № 35-2014

AUTHORIZING THE CITY MANAGER TO EXECUTE CONSULTANT SERVICES AGREEMENTS WITH MATRISCOPE, WALLACE-KUHL, CONSTRUCTION TESTING SERVICES, AND HOLDREGE & KUHL, FOR ON-CALL MATERIALS TESTING/SAMPLING AND GEOTECHNICAL ENGINEERING SERVICES

Whereas, the City needs the services of a geotechnical firm for materials testing, sampling, and inspection for capital and private infrastructure projects; and

Whereas, the City Engineer issued a Request for Qualifications (RFQ) to qualified Geotechnical Engineering and Testing firms located in Northern California, for on-call materials testing/sampling and geotechnical engineering services; and,

Whereas, four firms responded to the solicitation with Statements of Qualifications (SOQ); and

Whereas, a selection panel independently reviewed the SOQ's and scored them against criteria, and concluded that all four firms were highly qualified.

Now Therefore, Be It Resolved And Declared by the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.

2. The City Manager is authorized to execute on behalf and in the name of the City of Colfax an Agreement for Consultant Services, for on-call materials testing/sampling and geotechnical engineering services, with Matriscope, Wallace-Kuhl, Construction Testing Services, and Holdrege & Kuhl.

3. The City Manager is authorized to appropriate and encumber sufficient funds to pay for the services provided for in said agreements.

Passed and Adopted this 10th day of December by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Tony Hesch, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

**CITY OF COLFAX
ON-CALL MATERIALS SAMPLING/TESTING AND
GEOTECHNICAL ENGINEERING SERVICES**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this ____ day of _____, 2015 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and _____ (“Consultant”).

RECITALS

A. The City desires to retain Consultant to provide On-Call Materials Sampling/Testing and Geotechnical Engineering Services for City Capital Projects and Private Development Projects, at various locations within the City of Colfax in Placer County, CA (“Services”), subject to the terms and conditions of this Agreement.

B. The City prepared a Request for Qualifications, dated October 1, 2014, and the Consultant submitted a Statement of Qualifications for said Services. Both are on-file with the City and are incorporated into this Agreement by reference.

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

D. Consultant shall provide said Services for a period of three (3) years from the date of execution of this Agreement.

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

Section 1. Services.

Subject to the terms and conditions set forth in this Agreement, The City will issue a Work Order and the Consultant shall furnish and perform any of the Services described in Exhibit A hereto and incorporated herein by this reference (the “Services”) to the satisfaction of the City. Consultant may be asked to perform other tasks with the written authorization from the City.

Section 2. Time of Completion.

Consultant’s schedule for performance of the Services shall be determined with each project. Consultant shall commence performance of the Services promptly upon receipt of the Work Order from the City. Performance of the Services shall progress and conclude in accordance with the schedule set forth in the Work Order. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. The Work Order shall include a budget for said services. Except as may otherwise be provided in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by the City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services, in accordance with the attached Fee Schedule (Exhibit B).

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.

D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.

2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.

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

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.

5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.

F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, the City may either terminate this Agreement for that breach, or the City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

Contract altered for this agreement only

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

Section 16. Alternative Dispute Resolution

A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (“JAMS”). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case,

the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

Section 17. Severability.

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

Section 18. Entire Agreement; Amendment.

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

Section 19. Time of the Essence.

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

Section 20. Written Notification.

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

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

If to Consultant: _____

Section 21. Execution.

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

Section 22. Successors.

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

Section 23. Attorney's Fees.

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

Section 24. Compliance with Federal, State and Local Laws.

A. 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. The City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

B. Federal and/or State prevailing wage rates apply to portions of the work.

C. During the performance of Services, consultant and any subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age(over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

D. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". The City has not established a DBE goal for this contract. However, consultants who obtain DBE participation for this contract are requested to report it using Exhibit 10-02.

E. The Consultant shall have an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. The consultant must be able to certify that all costs included in the contract are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 and that the cost proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

F. NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Consultant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

G. DEBARMENT AND SUSPENSION CERTIFICATION

1. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the LOCAL AGENCY.

2. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

H. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the CITY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, the CITY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested

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

CITY
Signature _____
Printed Name _____
Title _____
Date _____

CONSULTANT
Signature _____
Printed Name _____
Title _____
Date _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - SCOPE OF SERVICES

A. PURPOSE OF WORK

The City undertakes a limited number of private development and/or capital road improvement projects each year, using a variety of private, local, state and federal funding sources. Because the City does not have the in-house facilities or staff to complete the following services, the successful firm will have the capability to perform professional and technical services required to support the City in the development and construction of projects, on an “as-needed” basis.

The on-call quality assurance material testing work consists, in general, of performing Caltrans standard field and laboratory testing to evaluate the construction contractor’s compliance with the project specifications. *For all testing work on federal and state aided projects, the laboratory and testing personnel must be certified by the Caltrans Independent Assurance Program.*

The on-call road structure evaluation and design work consists, in general, of performing field and laboratory testing necessary to evaluate the remaining service life of an existing road’s structural section. The results of this work may be used by City staff in pavement design work. If specialized geotechnical analysis is requested by the City, this work may also include the preparation of a design report by a licensed geotechnical or civil engineer, with recommendations for rehabilitation alternatives.

Other geotechnical, design, and construction assistance services related to the tasks described above may also be required, as agreed to in writing by the City Engineer.

B. LOCATION OF WORK

Field work will be performed at various road and bridge construction sites in the unincorporated County, or material supply sites throughout the region. Laboratory testing will be performed at the consultant’s facilities.

C. REQUIRED SERVICES

All work under this task shall be performed in accordance with the directives given by the City Contract Administrator, or designee.

For each project where services under this contract are required, the City will issue a Work Order (WO) and shall request that the consultant prepare a Proposal. The Contract Administrator shall confer with the consultant to identify and refine the scope of services required. The Proposal shall detail the tasks required for a particular project, the schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The City Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project, and to establish the completion date. Consultant will only perform work that is assigned in an authorized WO, and award of a contract does not guarantee that any WO will be issued. Work shall not begin until a WO has been approved by the City Contract Administrator and/or City Engineer.

TASK 1 – ON-CALL QUALITY ASSURANCE TESTING SERVICES

- a. Quality assurance materials sampling and testing work consists of performing Caltrans or ASTM test methods to evaluate a construction contractor's compliance with the project specifications.
- b. The range of tests that may be required for City's projects, typically include one or more of the following:

Direct Shear Test (at Natural Moisture--One Point)

Direct Shear Test (Saturated and Consolidated--One Point)

Direct Shear Test (Remolded, Saturated and Consolidated--Three Points)

Consolidation Test (Without Rate Data)

Consolidation Test-Rate Data on Single Load Increment

Unconfined Compression Test (Tube Samples)

Unit Dry Weight-Moisture Content (Undisturbed Samples)

Moisture Content

Specific Gravity - Fine Grain (ASTM D854)

Specific Gravity - Bulk Soils (ASTM C97)

Maximum Dry Density-Optimum Moisture (AASHTO T-99, ASTM D698)

Maximum Dry Density-Optimum Moisture (AASHTO T-180, ASTM D1557)

Maximum Dry Density-Optimum Moisture (CTM 216)

Grain Size Analysis (ASTM C136)

Grain Size Analysis-Wet Sieve (Coarse or Fine Series - CTM 202)

Wash-Minus 200 Sieve (ASTM D1140)

Hydrometer Grain Size Analysis (ASTM D422)

Sand Equivalent (CTM 217)

Plasticity Index (Includes Liquid & Plastic Limits - ASTM D4318)

Shrinkage Limit

Expansion Test (Undisturbed Samples)

Expansion Index Test (Remolded - UBC 29-2)

Corrosivity Test (pH/Minimum Resistivity - CTM 643)

Corrosivity Test (CTM 532)

Resistance Value (CTM 301)

Los Angeles Abrasion Test

Durability Index (Coarse and Fine - CTM 229F)

Triaxial Compression (Unconsolidated, Undrained)

Triaxial Compression (Consolidated, Undrained)

Permeability (Fixed Wall)

Permeability (Flexible Wall)
 Concrete Cylinder Compression (Break or Hold)
 Compressive Strength, Cast Cylinders (C39)
 Compressive Strength, Cores (C42)
 Sodium/Magnesium Sulfate Soundness (ASTM D5240)
 Stabilometer Value (CTM366)
 Bitumen Content, Ignition Furnace (CTM310, CTM382)
 Bitumen Content (ASTM D2172)
 Unit Weight of Compacted Asphalt (ASTM D2726)
 Marshall Compaction, set of 3 (ASTM D1559)
 Marshall Flow and Stability, per point (ASTM D1559)
 Maximum Theoretical Specific Gravity (ASTM D2041)
 Moisture Content of Soil and Rock by Mass (ASTM D2216)
 Percentage of Crushed Particles (CT 205)
 L.A. Rattler (CT 211)
 Bulk Specific Gravity and Density (CT 308)
 Theoretical Maximum Specific Gravity and Density (CT 309)
 Field Compaction Testing (CT 375)
 Method of Tests for Mechanical and Welded Reinforcing Steel Splices (CT 670)
 Full Depth Recycling Strength Testing
 AWS Certified Welding Inspector (CWI)
 Nondestructive Testing (NDT) Technician certified in conformance with the requirements of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A

Deliverables:

As agreed upon by City and consultant in a WO for each project.

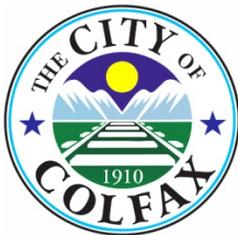
TASK 2 - OTHER ON-CALL GEOTECHNICAL SERVICES

Geotechnical engineering and technical services required to support the City in the development and construction of City projects, on an “as-needed” basis. A couple of examples are: 1) roadway structural analysis and design recommendations; and 2) peer review of city or developer roadway design; and 3) environmental site assessments (Ph I and II).

Deliverables:

As agreed upon by City and consultant in a WO for each project.

EXHIBIT B - (Attached Fee Schedule)



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 10, 2014 COUNCIL MEETING

FROM: Mick Cabral, City Attorney
PREPARED By: Lorraine Cassidy
DATE: November 24, 2014
SUBJECT: Results of November 4, 2014 Election of City Council Members

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$ N/A	FROM FUND: N/A
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RECOMMENDED ACTION: Adopt Resolution No. 36-2014: Declaring Results Of The General Municipal Election Held On November 4, 2014.

BACKGROUND:

A general municipal election was held on November 4, 2014. That election was consolidated with the statewide general election as allowed by law.

In Colfax, 1037 votes were cast for the office of City Council Member. Eight candidates ran to fill three seats. The result of the official canvass of the votes is:

Candidate	Number of Votes
Kenneth A Delfino	210
Stephan L Harvey	172
Tony Hesch	166
William H Stockwin	152
Kelly K Molloy	143
Christopher Charles Flaten	84
Charles Burke	62
William G Wortell	40

Eight (8) votes were cast for write-in candidates.

The official canvass of the votes establishes that Kenneth A. Delfino, Stephen L. Harvey and Tony Hesch were duly elected to the office of Member of the Colfax City Council. The official canvass of the votes was timely submitted as required by law.

California law requires the City Council to adopt a resolution declaring the fact of the election, the total votes cast, the names of the persons voted for, the office for which each person was voted for and the number of votes given to each person. See Elections Code Section 10263. The Resolution must be adopted before the new Council Members are administered the oath of office. The attached Resolution meets all legal requirements.

Since this was a consolidated election, the City Council is required to declare the results of the election no later than its first regular meeting after the official canvass of election returns. December 10 is the first regular City Council meeting after the official canvass and is the appropriate time to adopt the proposed Resolution.

It is recommended that the Council adopt the proposed Resolution and then administer the oath of office to the successful candidates

ATTACHMENTS:

Resolution № 36-2014

Results Sheet Provided by the County

City of Colfax

City Council

Resolution No 36-2014

COLFAX DECLARING RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014

Whereas, a General Municipal Election was held in the City of Colfax on Tuesday, November 4, 2014 as required by law; and

Whereas, notice of said election was duly and regularly given, voting precincts were properly established and furnished, and in all respects said election was held and conducted and the votes cast thereat received and canvassed and the returns thereto made, determined and declared in time, form and manner as required by the laws of the State of California providing for and regulating municipal elections in general law cities; and

Whereas, the City Council has received the certification of the County Clerk certifying the results of said election and finds that the number of votes cast, the names of the persons voted for and other matters required by law, to be as hereinafter stated.

Now, Therefore, Be It Resolved And Declared by the City Council of the City of Colfax as follows:

1. A General Municipal Election was held and conducted in the City of Colfax on Tuesday, the 4th day of November 2014 in time, form and manner as required by law with the following results.

2. There were 2 voting precincts established in the City of Colfax for the purpose of holding said election.

3. The total number of votes cast in the City of Colfax at said election was 1037 for members of the City Council.

4. The names of the persons receiving votes, the offices for which they received votes and the number of votes received by each of said persons are as follows:

Candidate	Number of Votes
Kenneth A Delfino	210
Stephan L Harvey	172
Tony Hesch	166
William H Stockwin	152
Kelly K Molloy	143
Christopher Charles Flaten	84
Charles Burke	62
William G Wortell	40
Write – in votes	8

5. At the General Municipal Election held in the City of Colfax on November 4, 2014, Kenneth A Delfino, Stephen L Harvey and Tony Hesch were duly elected to the office of City Council Member for the full term of four (4) years from and after November 4, 2014 and until their successors are elected and qualified, as determined by a majority of the votes cast.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 10th of December by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tony Hesch, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

PLACER COUNTY
OFFICIAL ELECTION RESULTS
November 4, 2014

Date:11/24/14

Time:15:02:38

Page:4 of 7

Registered Voters 200402 - Cards Cast 115547 57.66%

Num. Report Precinct 369 - Num. Reporting 369 100.00%

PLACER HILLS UNION SCHOOL DISTRICT	Total	
Number of Precincts	17	
Precincts Reporting	17	100.0 %
Vote For	3	
Total Votes	10432	
JOYCE G. BRADSHAW	2451	23.50%
MELODY M. THOMASSO	1775	17.01%
ANDREW ROBERT DRYs	1754	16.81%
NORMA J. TAYLOR	1571	15.06%
CHRISTENE M. SUNDINC	1476	14.15%
AMBER JANTZ	1362	13.06%
Write-in Votes	43	0.41%

PLEASANT GROVE JOINT UNION SCHOOL DISTRICT	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Vote For	2	
Total Votes	55	
JOHN A. COOPER	19	34.55%
LEO HOYT	18	32.73%
JOSEPH GUTIERREZ	18	32.73%
Write-in Votes	0	0.00%

ROSEVILLE CITY SCHOOL DISTRICT	Total	
Number of Precincts	61	
Precincts Reporting	61	100.0 %
Vote For	3	
Total Votes	42689	
SUSAN ELIZABETH DUA	11944	27.98%
HALLIE ROMERO	11099	26.00%
JAMES VLAHOS	11023	25.82%
DARIN HUGHES	8373	19.61%
Write-in Votes	250	0.59%

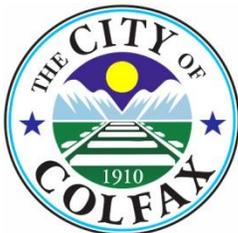
CITY OF AUBURN MEMBER OF CITY COUNCIL	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	3	
Total Votes	11168	
MATT SPOKELY	3087	27.64%
BRIDGET POWERS	2961	26.51%
DANIEL BERLANT	2644	23.67%
MIKE HOLMES	2392	21.42%
Write-in Votes	84	0.75%

CITY OF COLFAX MEMBER OF CITY COUNCIL	Total	
Number of Precincts	2	
Precincts Reporting	2	100.0 %
Vote For	3	
Total Votes	1037	
KENNETH A. DELFINO	210	20.25%
STEPHEN L. HARVEY	172	16.59%
TONY HESCH	166	16.01%
WILL STOCKWIN	152	14.66%
KELLY K. MOLLOY	143	13.79%
CHRISTOPHER FLATEN	84	8.10%
CHUCK BURKE	62	5.98%
WILL WORTELL	40	3.86%
Write-in Votes	8	0.77%

CITY OF LINCOLN MEMBER OF CITY COUNCIL	Total	
Number of Precincts	28	
Precincts Reporting	28	100.0 %
Vote For	2	
Total Votes	25862	
STAN NADER	8336	32.23%
GABRIEL HYDRICK	4283	16.56%
CHRISTINE COLVIN	4089	15.81%
DAN CROSS	3936	15.22%
KEELA RODRIGUEZ	2905	11.23%
BILL LYONS	2165	8.37%
Write-in Votes	148	0.57%

TOWN OF LOOMIS MEMBER OF TOWN COUNCIL	Total	
Number of Precincts	9	
Precincts Reporting	9	100.0 %
Vote For	3	
Total Votes	5117	
BRIAN BAKER	1376	26.89%
ROBERT BLACK	1193	23.31%
MIGUEL UCOVICH	1080	21.11%
SANDY CALVERT	724	14.15%
VIC MARKEY	705	13.78%
Write-in Votes	39	0.76%

CITY OF ROSEVILLE MEMBER OF CITY COUNCIL	Total	
Number of Precincts	80	
Precincts Reporting	80	100.0 %
Vote For	2	
Total Votes	50734	
SUSAN ROHAN	21560	42.50%
TIM HERMAN	16259	32.05%
RENE AGUILERA	9151	18.04%
YURIY SERETSKIY	3531	6.96%
Write-in Votes	233	0.46%



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 10, 2014 COUNCIL MEETING

FROM: Mick Cabral, City Attorney

PREPARED By: Lorraine Cassidy

DATE: October 29, 2014

SUBJECT: Rotation of City Council Officers: Mayor and Mayor Pro Tem

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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RECOMMENDED ACTION: By Separate Motions, Select Mayor and Mayor Pro Tem

BACKGROUND:

In December, 2002, the Council adopted a policy whereby the rotation occurs by seniority on the Council, excepting those who have already served. That policy provides, in relevant part:

“...the Office of the Mayor is rotated yearly according to seniority on the Council with the exception of those already having served, while this Council sits.”

The policy was reiterated in the December 14, 2004 minutes and was written into the agenda for the December 12, 2006 meeting. The only deviation from the policy occurred in December 2005, when a resolution was adopted honoring the request of the then Mayor Pro Tem not to rotate into the Mayor’s seat. The December, 2005 resolution provides that the established rotation policy was not being modified on a permanent basis.

Mayor Pro Tem Kim Douglass and Councilmember Tom Parnham have the same seniority on the Council, then order falls to number of votes received. By that Mayor Pro Tem Douglass is next in line to rotate into the Mayor’s position. Councilmember Tom Parnham is next in line to rotate into the Mayor Pro Tem position. Motions and votes of the City Council are required to formally seat the Mayor and Mayor Pro Tem.