

**COLFAX CITY COUNCIL MEETING
REGULAR SESSION AGENDA**

City Council Chambers
33 S. Main Street, Colfax, CA.

May 23, 2012

**6:00 PM (Closed Session)
7:00 PM (Regular Session)**

Last Ordinance
#517

Last Resolution
16-2012

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the building & safety director, (530) 346-2313. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibilities to this meeting.

1. OPENING

- A. Call to Order
- B. Roll Call

2. PUBLIC COMMENT

3. CLOSED SESSION

Conference with Legal Counsel—Anticipated Litigation

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9

Number of potential cases: 3

Conference with Legal Counsel—Existing Litigation

Number of Cases: 3

(Subdivision (a) of Section 54956.9)

Name of case: Edwards et.al. v. City of Colfax, Federal District Ct, Eastern Dist. Of California # 07-CV-02153-GEB-EFB

Name of case: Local 39 Trust Fund v. City of Colfax

Name of case: Sierra Vista Community Center v. City of Colfax, Placer County Superior Court #S-CV-030766

Conference with Labor Negotiators pursuant To Government Code Section 54957.6 Employee

Organization: General Employees and Bargaining Unit Represented by Operating Engineers, Local 39

City's Designated Representative: Bruce Kranz

4. OPENING

- A. Pledge Of Allegiance
- B. Announcement of Action Taken at Closed Session
- C. Approval of Agenda Order

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

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

Members of the public who addresses the Council shall do so in an orderly manner. No person shall yell or make profane or threatening remarks to any member of the Council, staff or general public. No person shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet, clapping, or other acts that unreasonably disturb, disrupt, delay or otherwise impede the orderly conduct of any Council meeting. Except as allowed by rules of order, a councilmember or staff person shall not by conversation or other means delay the Council proceedings or disturb any other councilmember or staff person while speaking.

5. PRESENTATIONS

Dedication of Public Bench in memory of Bill Mintline by retired City of Colfax City Manager, Gene Albaugh.

Dedication will take place at the East side of the Colfax Library on S. Main St. at 7:10pm.

6. CITY COUNCIL COMMITTEE REPORTS

The purpose of these reports is to provide information to the City Council and public on projects and programs that are discussed at committee meetings. No decisions are to be made on these issues. If a Council member would like formal action on any of these discussed items, it will be placed on a future Council Agenda

7. INFORMATION REPORTS FROM STAFF AND OTHERS

8. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be 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 Clerk.

**RECOMMENDED
ACTION**

- | | |
|---|---|
| A. Minutes: April 30, 2012
May 9, 2012 | <i>Receive and File</i> |
| B. Cash Balance Summary: April 30, 2012 | <i>Receive and File</i> |
| C. Consideration of Adoption of Resolution No. 17-2012: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Execute an Agreement with Sean Patrick for a Temporary Wastewater Treatment Plant Operator II | <i>Adopt Resolution No.
17-2012</i> |
| D. Consideration of Adoption of Resolution No. 18-2012: A Resolution of the City Council of the City of Colfax Authorizing the City to Enter into an Agreement with the County of Placer for Fire Department and Oversight Services from July 1, 2012 to June 30, 2013 | <i>Adopt Resolution No.
18-2012</i> |
| E. Consideration of Adoption of Resolution No. 19-2012: A Resolution Of The City Council Of The City Of Colfax Authorizing City Manager To Execute A Consultant Services Agreement For Resident Engineer/Inspection And Geotechnical Engineering Services For The WWTP Pond 3 Liner | <i>Adopt Resolution No.
19-2012</i> |

CONSENT ITEMS PULLED FOR DISCUSSION

9. PUBLIC COMMENT

At this time, members of the audience are permitted to address the City Council on matters of concern to the public 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.

10. PUBLIC HEARING

Notice to Public	
City Council, when considering a matter scheduled for hearing, will take the following actions:	
1.	Open the Public Hearing
2.	Presentation by Staff
3.	Presentation, when applicable, by Applicant or Appellant
4.	Accept Public Testimony
5.	When applicable, Applicant or Appellant rebuttal period
6.	Close public hearing (No public comment is taken hearing is closed)
7.	Council comments and questions
8.	City Council action
Public hearings that are continued will be so noted. The continued public hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.	

11. COUNCIL BUSINESS

- A. Consideration of Approval of Art Mural Project on Todd Freight Building
Recommended Action: Approve Mural

- B. Consideration of Payment to Sierra Economic Development Corporation (SEDCorp) for yearly dues.
Recommended Action: Direct Staff

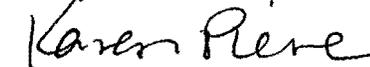
- C. Consideration and discussion of putting Sewer Charges on Property Tax Bills
Recommended Action: Discuss and direct staff

- D. Discussion of rejection of Parks Grant and direction to staff as to which options to pursue with regards to parks program
Recommended Action: Discuss and Direct Staff

12. ADJOURNMENT

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

AGENDA POSTED, May 18, 2012
at City Hall and Post Office locations



Karen Pierce, City Clerk

Minutes
 City Council Meeting
 April 30, 2012

1. OPENING AND AGENDA APPROVAL

Mayor Harvey called the regular meeting to order at 3:01pm.

Present and answering roll call were Council members Roberts, Delfino, Barkle, and Mayor Harvey.

Alan Mitchell led the Pledge of Allegiance

Councilman Alpine arrived at 3:03

2. COUNCIL BUSINESS

- A. Conduct Discussion and Adopt One of Three Alternative Resolutions Either (1) Determining That Campbell Construction Is The Lowest Responsive, Responsible Bidder On The Pond 3 Liner Project And, Waiving Any Irregularities In Its Bid, or (2) Determining that Campbell Construction's Bid on the Pond 3 Liner Project is Non-Responsive to the Invitation to Bid, Rejecting Campbell Construction's Bid as Non-Responsive and Awarding the Pond 3 Liner Project to Civil Engineering Construction as Second Low Bidder or (3) Rejecting All Bids and Re-Advertising the Pond 3 Liner Project**

City Attorney, Mick Cabral went over the staff report.

Speaking from the public was:

Mike Hogan, Civil Engineering

Brian Bertosa, Attorney representing Civil Engineering

Todd Shaw, Campbell Construction

City Engineer, Alan Mitchell went over the bid package and addendums. City Manager, Bruce Kranz updated council on the possibility of the Water Board not funding the Pond Liner Project if there is potential of law suits regarding the bids. Council discussed. A motion was made by Mayor Harvey and seconded by councilwoman Roberts to reject all bids and re-advertise the Pond 3 Project. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle and Mayor Harvey

NOES: Alpine

ABSENT:

ABSTAIN:

3. PUBLIC COMMENT

There was no public comment

4. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 3:33pm.

Minutes
City Council Meeting
May 9, 2012

1. OPENING AND AGENDA APPROVAL

Mayor Harvey called the regular meeting to order at 7:00pm.

Present and answering roll call were Council members Roberts, Delfino, Barkle, Alpine and Mayor Harvey.

Sgt. Ty Conners led the Pledge of Allegiance

Mayor Harvey noted that item 8A, Resolution No. 16-2012 needed to be added to the agenda with a 4/5 vote. A motion was made by councilwoman Roberts and seconded by councilman Delfino to approve the agenda as presented with the above noted addition. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle, Alpine and Mayor Harvey

NOES:

ABSENT:

ABSTAIN:

2. CITY COUNCIL COMMITTEE REPORTS

Councilman Delfino had questions about the SEDCorp dues, the rental of the storage room at the ball field by Little League. The City hosted the City/County Officials dinner. Councilman Delfino has concerns about City Hall being in compliance with ADA regulations. He also noted that there will be a recognition ceremony for Gertrude Paul, long time Colfax resident, who is moving from the City.

3. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Update on Grant Proposal with CDBG.
- Pond 3 Bid date is going to be extended to Mid-June due to a rule change.
- High Speed internet has been installed in the office and a designated channel on cable is available for City use.

4. PRESENTATION

Sgt. Ty Conners made presentations to Deputy's Rich Grey, Andrew Buchanan and Don Bohn as they are leaving the City. Sgt. Ty Conners also introduced Deputies Jeff Power and Stephen Barker who will be filling the vacated Colfax positions.

Mayor Harvey called a break at 7:35. Mayor Harvey called the meeting back to order at 7:47.

5. CONSENT AGENDA

ACTION TAKEN

Received and Filed

- A. Minutes: April 25, 2012
- B. Consideration of Adoption of Resolution No. 14-2012: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Execute a Construction Contract with Owens Construction for the Canyon Way Railing Repair *Adopted Resolution No. 14-2012*
- C. Consideration of Approval of Resolution No. 15-2012: A Resolution of the City Council of the City of Colfax Approving Contract # _____ With County Of Placer, Office Of Sheriff-Coroner-Marshal For Law Enforcement Services For Fiscal Year July 1, 2012 – June 30, 2015 *Adopted Resolution No. 15-2012*
- D. Approve Amendment No. 3 with HDR Engineering, Inc., for Bidding Assistance and Construction Administration, for the Pond 3 Liner project *Approved Amendment*

A motion was made by councilman Alpine and seconded by councilwoman Barkle to approve the consent agenda as presented. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle, Alpine and Mayor Harvey
NOES:
ABSENT:
ABSTAIN:

6. PUBLIC COMMENT

Tony Hesch, resident gave an update on Caboose renovations and progress.

7. PUBLIC HEARING

A. Second Reading and Adoption of Ordinance No. 517: An Ordinance of the City of Colfax Garbage Lien Ordinance

Mayor Harvey opened the Public Hearing. Bruce Kranz, City Manager went over the ordinance.

Speaking from the public was:
Ted Back

Mayor Harvey closed the Public Hearing. Council discussed. Councilman Alpine wanted it made clear that this Ordinance is not in place to take Colfax residences homes, but as a means to collect delinquent payments when the home sells. A motion was made by councilman Delfino and seconded by councilwoman Barkle to Adopt Ordinance No. 517. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle, Alpine and Mayor Harvey
NOES:
ABSENT:
ABSTAIN:

8. COUNCIL BUSINESS

A. Consideration of Adoption of Resolution No. 16-2012: A Resolution of the City Council of the City of Colfax Declaring that an Unreasonable Hardship will Result if any Order or Judgment is not Paid in Installments

City Manager, Bruce Kranz went over the resolution. This matter has recently been brought to the attention of the City and needs to be addressed in an urgent time frame. There was no public comment. A motion was made by councilwoman Barkle and seconded by councilman Delfino to adopt Resolution No. 16-2012. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle, Alpine and Mayor Harvey
NOES:
ABSENT:
ABSTAIN:

9. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 8:15pm.

8B

City of Colfax
Cash Summary
April 30, 2012

	Balance 03/31/2012	Debits	Credits	Transfers	Balance 04/30/12
Bank of America - Checking	\$ 42,437.68		\$ (17.37)		\$ 42,420.31
Bank of America - Savings	\$ 33,266.83	\$ 3.00			\$ 33,269.83
US Bank	\$ 131,620.40	\$ 245,461.67	\$ (358,757.35)		\$ 18,324.72
LAIF	\$ 850,083.57	\$ 672.57			\$ 850,756.14
Collateral Deposit (BofA)	\$ 40,000.00				\$ 40,000.00
Total Cash - General Ledger	\$ 1,097,408.48	\$ 246,137.24	\$ (358,774.72)	\$ -	\$ 984,771.00
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 1,097,708.48	\$ 246,137.24	\$ (358,774.72)	\$ -	\$ 985,071.00

Change in Cash Account Balance - Total \$ (112,637.48)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (278,401.52)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 128,251.63
 - Payroll Checks and Tax Deposits \$ (39,455.48)
 - Utility Billings - Receipts \$ 76,469.00
 - Bank service charges and Interest \$ 498.89
- \$ (112,637.48) \$

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

Reviewed by: Bruce Kranz
Bruce Kranz, City Manager

CASH TRANSACTIONS REPORT

MONTH: APRIL
City of Colfax

Page: 1
5/8/2012
2:29 pm

	Beginning Balance	Debit	Credit	Ending Balance
Fund: 100 - GENERAL FUND	40,120.93	45,128.28	78,446.03	6,803.18
Fund: 120 - LAND DEVELOPMENT FEES	117.87	159.10	5,144.50	-4,867.53
Fund: 210 - MITIGATION FEE - TRAFFIC	79,016.60	53.37	0.00	79,069.97
Fund: 211 - MITIGATION FEE - DRAINAGE	2,921.30	1.98	0.00	2,923.28
Fund: 212 - MITIGATION FEE - TRAILS	45,434.04	30.69	0.00	45,464.73
Fund: 213 - MITIGATION FEE - PARK & REC	231,556.06	156.39	0.00	231,712.45
Fund: 215 - MITIGATION FEE - VEHICLES	145.44	0.10	0.00	145.54
Fund: 217 - MITIGATION FEE - D.T. PARKING	25,507.75	17.23	0.00	25,524.98
Fund: 218 - SUPPORT LAW ENFORCEMENT	3,403.11	6.09	0.00	3,409.20
Fund: 236 - CDBG - Economic Revitalization	-15,877.80	0.00	2,628.50	-18,506.30
Fund: 241 - HOUSING REHABILITATION	124,803.68	84.29	0.00	124,887.97
Fund: 244 - MICROENTERPRISE LENDING-CDBG	92,094.07	362.00	0.00	92,456.07
Fund: 250 - TRANSPORTATION	-46,884.53	36.00	9,632.66	-56,481.19
Fund: 252 - TRANSPORTATION IMPACT	61,267.66	41.38	0.00	61,309.04
Fund: 253 - GAS TAXES	72,261.54	44.46	1,691.69	70,614.31
Fund: 270 - BEVERAGE RECYCLING	18,859.92	12.74	0.00	18,872.66
Fund: 280 - Used Oil Grant UOG3-95-1432-31	-1,104.12	0.00	359.75	-1,463.87
Fund: 286 - BRICKS	5,201.56	3.52	0.00	5,205.08
Fund: 292 - FIRE CAPITAL FUND	27,008.86	18.25	0.00	27,027.11
Fund: 343 - RECREATION CONSTRUCTION	11,544.45	7.80	0.00	11,552.25
Fund: 344 - PROP 40 - POOL IMPROVEMENT	-124,442.27	0.00	0.00	-124,442.27
Fund: 347 - DINKY WAY CLOSURE	-25,178.94	0.00	0.00	-25,178.94
Fund: 350 - STREETS IMPROVEMENT PROJECTS	197,165.57	133.24	3,082.75	194,216.06
Fund: 560 - SEWER	-561,645.25	46,597.02	113,846.27	-628,894.50
Fund: 561 - SCSWAD LIFT	232,994.88	9,502.94	6,989.36	235,508.46
Fund: 563 - WASTEWATER TREATMENT PLANT	-106,712.72	17,901.44	54.00	-88,865.28
Fund: 565 - GENERAL OBLIGATION BOND	24,399.84	16.48	5,000.00	19,416.32
Fund: 567 - I & I	383,392.95	423.86	0.00	383,816.81
Fund: 569 - Pond 3 Lining- I&I Repair	7,698.33	70,535.41	85,382.72	-7,148.98
Fund: 570 - GARBAGE	-418,755.23	10,796.90	1,111.11	-409,069.44
Fund: 571 - 2% AB939	30,256.72	21.58	0.00	30,278.30
Fund: 572 - 27% LANDFILL	677,632.90	4,502.18	2,746.67	679,388.41
Fund: 998 - PAYROLL CLEARING FUND	3,203.31	39,542.52	42,658.71	87.12
Grand Totals:	1,097,408.48	246,137.24	358,774.72	984,771.00

Check Register Report

Date: 05/08/2012

Time: 10:23 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							
48295	04/06/2012	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER WWTP	12.45
48296	04/06/2012	Printed		01500	ANDERSON'S SIERRA	WWTP POND 3 DEWATERING EPA	1,043.12
48297	04/06/2012	Printed		01661	ARC	PLANS POND 3 LINER	280.70
48298	04/06/2012	Printed		01673	GABE ARMSTRONG	MEDICAL REIMBURSEMENT APRIL	660.00
48299	04/06/2012	Printed		30018	TRAVIS BERRY	MICROPHONE PATCH CABLES	79.92
48300	04/06/2012	Printed		03121	CALIFORNIA BUILDING	FEE REPORT 1/1-3/31/12	15.00
48301	04/06/2012	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP TESTING FEBRUARY	20,194.00
48302	04/06/2012	Printed		06155	FASTENAL	WWTP POND 3 DEWATERING EPA	731.02
48303	04/06/2012	Printed		07220	GENERAL WHOLESALE ELECTRIC	WWTP ELECT REPAIR POND 3 EPA	119.19
48304	04/06/2012	Printed		07460	GOLD COUNTRY MEDIA	RFP CANYON WAY RAIL REPAIR	77.60
48305	04/06/2012	Printed		07465	GOLD MINER PEST CONTROL	WWTP PEST CONTROL	210.00
48306	04/06/2012	Printed		07575	GRANITE CONSTRUCTION	STREET PATCH	695.74
48307	04/06/2012	Printed		07650	GROENIGER & COMPANY 1423	WWTP POND 3 DEWATER EPA	245.94
48308	04/06/2012	Printed		08170	HILLS FLAT LUMBER CO	SUPPLIES	668.07
48309	04/06/2012	Printed		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL SERVICES MARCH	14,244.25
48310	04/06/2012	Printed		16041	KAREN PIERCE	REIMBURSEMENT	121.61
48311	04/06/2012	Printed		18010	RACO MANUFACTURING	ALARM SERVICE LIFT STATIONS	1,287.00
48312	04/06/2012	Printed		19279	SERVICE ENGINEERING	CITY HALL/LIFT STATION REPAIR	1,110.15
48313	04/06/2012	Printed		21450	URKE SEPTIC SERVICES	EMERGENCY LIFT STATION PUMPING	450.00
48314	04/06/2012	Printed		21560	US BANK CORPORATE PMT SYSTEM	CREDIT CARD PAYMENT	3,647.35
48315	04/06/2012	Printed		21500	USA BLUE BOOK, INC	WWTP CHEMICALS	208.55
48316	04/06/2012	Printed		23101	LARRY WALKER	POND 3/NPDES PERMIT ASSISTANCE	22,254.99
48317	04/06/2012	Printed		23436	WILEY PRICE AND RADULOVICH,LLP	LEGAL SERVICES UNION ISSUE	10,976.65
48318	04/06/2012	Printed		23450	WINNER CHEVROLET, INC.	DOOR HANDLE	57.35
48319	04/10/2012	Printed		01203	ABBEY FLOORS & MORE	CITY HALL CARPET DEPOSIT	1,200.00
48320	04/16/2012	Printed		01448	AMERIGAS - COLFAX	PROPANE DEPOT	455.99
48321	04/16/2012	Printed		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS	313.65
48322	04/16/2012	Printed		02084	BRIGIT BARNES	PLANNING MARCH	8,902.50
48323	04/16/2012	Printed		30018	TRAVIS BERRY	REIMBURSEMENT	4.27
48324	04/16/2012	Printed		03164	CASH- PETTY CASH	PETTY CASH REIMBURSEMENT	239.37
48325	04/16/2012	Printed		05501	EXWIRE	INTERNET APRIL	109.95
48326	04/16/2012	Printed		07460	GOLD COUNTRY MEDIA	BILLBOARD ORDINANCE FINAL	103.52
48327	04/16/2012	Printed		08050	HACH COMPANY	POND 3 DEWATERING EPA	5,422.79
48328	04/16/2012	Printed		08660	HUNT AND SONS, INC.	GASOLINE PUBLIC WORKS	697.57
48329	04/16/2012	Printed		16035	PG&E	UTILITIES	28,125.46
48330	04/16/2012	Printed		16202	PLACER CO OES FISCAL UNIT	FIRE PROTECTION 1/1-3/31/12	5,375.00
48331	04/16/2012	Printed		16165	PLACER COUNTY ENVIRONMENTAL	CORP YARD MITIGATION	31.00
48332	04/16/2012	Printed		16200W	PLACER COUNTY SHERIFFS DEPT.	TELEPHONE MARCH	126.22
48333	04/16/2012	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING JANUARY	892.75
48334	04/16/2012	Printed		16735	POSTMASTER	PO BOX 699	220.00
48335	04/16/2012	Printed		18193	RECOLOGY AUBURN PLACER	SLUDGE REMOVAL MARCH	920.00
48336	04/16/2012	Printed		18400	RIEBES AUTO PARTS	SUPPLIES	178.38
48337	04/16/2012	Printed		30019	DOUG RINELLA	REIMBURSE MEALS GEARHART	80.52
48338	04/16/2012	Printed		19795	SWARTZ DIESEL POWER	FIRE TRUCK REPAIR	953.10
48339	04/16/2012	Printed		21695	USDA, RURAL DEVELOPMENT	LOAN PAYMENT	5,000.00

Check Register Report

Date: 05/08/2012
 Time: 10:23 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								
48340	04/16/2012	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT	4,501.25	
48341	04/16/2012	Printed		23110	WALKER'S OFFICE SUPPLIES	SUPPLIES	324.59	
48342	04/16/2012	Printed		03133	WATER POLLUTION CONTROL SERV	WWTP OPERATIONS MARCH	12,422.50	
48343	04/25/2012	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD	16.75	
48344	04/25/2012	Printed		01650	AQUA SIERRA CONTROLS INC.	POND 3 DEWATERING	5,555.97	
48345	04/25/2012	Printed		01673	GABE ARMSTRONG	MEDICAL INSURANCE APRIL	660.00	
48346	04/25/2012	Printed		03118	CALCON SYSTEMS, INC	POND 3 DEWATERING	4,968.30	
48347	04/25/2012	Printed		04575	DOWNEY BRAND	WWTP LEGAL FEES	1,418.67	
48348	04/25/2012	Printed		08050	HACH COMPANY	WWTP UV SYSTEM	703.93	
48349	04/25/2012	Printed		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	3,564.35	
48350	04/25/2012	Printed		08660	HUNT AND SONS, INC.	GASOLINE FIRE DEPT	599.79	
48351	04/25/2012	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING	1,556.79	
48352	04/25/2012	Printed		14351	NOR-CAL PIPELINE SERVICES	I & I MITIGATION	4,800.00	
48353	04/25/2012	Printed		16040A	PITNEY BOWES	POSTAGE	500.00	
48354	04/25/2012	Printed		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL	434.00	
48355	04/25/2012	Printed		06209	PLACER COUNTY REVENUE SERVICES	ANIMAL CONTROL 4/1-6/30/12	8,801.32	
48356	04/25/2012	Printed		16559	PLAZA TIRE AND AUTO SERVICE	TIRES FOR TRUCK	647.68	
48357	04/25/2012	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING MARCH	34,712.88	
48358	04/25/2012	Printed		19197	SEDD, SIERRA ECONOMIC DEVELOPMT	NOFA GRAND WRITING	3,500.00	
48359	04/25/2012	Printed		19300	SHAW ENVIRONMENTAL, INC.	UNDERGROUND TANK TESTING	3,516.05	
48360	04/25/2012	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE JUNE	7,675.00	
48361	04/25/2012	Printed		23110	WALKER'S OFFICE SUPPLIES	SUPPLIES	150.98	
48362	04/25/2012	Printed		23101	LARRY WALKER	NPDES PERMIT ASSIS/POND 3 LINE	31,609.25	
48363	04/25/2012	Printed		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL	639.78	
48364	04/25/2012	Printed		23436	WILEY PRICE AND RADULOVICH, LLP	LOCAL 39 LEGAL ISSUE	6,379.00	
Total Checks: 70							Checks Total (excluding void checks):	278,401.52
Total Payments: 70							Bank Total (excluding void checks):	278,401.52
Total Payments: 70							Grand Total (excluding void checks):	278,401.52

DAILY CASH SUMMARY REPORT

04/01/2012 - 04/30/2012

Page: 1
5/8/2012
2:37 pm

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - GENERAL FUND				
04/09/2012	Daily Totals	6,897.09	0.00	6,897.09
04/11/2012	Daily Totals	26,231.25	0.00	26,231.25
04/12/2012	Daily Totals	1,315.20	0.00	1,315.20
04/17/2012	Daily Totals	10,431.58	0.00	10,431.58
04/25/2012	Daily Totals	0.00	75.00	-75.00
04/26/2012	Daily Totals	250.00	0.00	250.00
Fund: 100 - GENERAL FUND	TOTALS:	45,125.12	75.00	45,050.12
Fund: 120 - LAND DEVELOPMENT FEES				
04/26/2012	Daily Totals	159.10	0.00	159.10
Fund: 120 - LAND DEVELOPMENT FEES	TOTALS:	159.10	0.00	159.10
Fund: 244 - MICROENTERPRISE LENDING-CDBG				
04/09/2012	Daily Totals	300.00	0.00	300.00
Fund: 244 - MICROENTERPRISE LENDING-CDBG	TOTALS:	300.00	0.00	300.00
Fund: 250 - TRANSPORTATION				
04/09/2012	Daily Totals	12.00	0.00	12.00
04/26/2012	Daily Totals	24.00	0.00	24.00
Fund: 250 - TRANSPORTATION	TOTALS:	36.00	0.00	36.00
Fund: 560 - SEWER				
04/25/2012	Daily Totals	200.00	0.00	200.00
Fund: 560 - SEWER	TOTALS:	200.00	0.00	200.00
Fund: 561 - SCSWAD LIFT				
04/17/2012	Daily Totals	407.00	0.00	407.00
04/26/2012	Daily Totals	814.00	0.00	814.00
Fund: 561 - SCSWAD LIFT	TOTALS:	1,221.00	0.00	1,221.00
Fund: 569 - Pond 3 Lining- I&I Repair				
04/09/2012	Daily Totals	2,559.95	0.00	2,559.95

DAILY CASH SUMMARY REPORT

04/01/2012 - 04/30/2012

Page: 2
5/8/2012
2:37 pm

City of Colfax

		Debit	Credit	Net Chng
04/23/2012	Daily Totals	67,975.46	0.00	67,975.46
Fund: 569 - Pond 3 Lining- I&I Repair		TOTALS:	70,535.41	0.00
Fund: 570 - GARBAGE				
04/26/2012	Daily Totals	10,750.00	0.00	10,750.00
Fund: 570 - GARBAGE		TOTALS:	10,750.00	0.00
GRAND TOTALS:		128,326.63	75.00	128,251.63

86

CITY OF COLFAX

RESOLUTION NO. 17-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SEAN PATRICK FOR A TEMPORARY WASTEWATER TREATMENT PLANT OPERATOR II

WHEREAS, the City of Colfax is in need of a temporary Wastewater Treatment Plant (WWTP) Operator II, and,

WHEREAS, as a result of this need, Sean Patrick has been selected as qualified to serve as a WWTP Operator II for the city; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes 1) the City Manager to execute the attached agreement for consultant services with Sean Patrick at the hourly rate of \$30.00 to be paid monthly and will terminate on a date not yet determined.

PASSED AND ADOPTED, this 23rd day of May, 2012, by the City Council of the City of Colfax, by the following roll call vote:

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

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 13th day of May, 2012 by and between the City of Colfax ("City") and Sean Patrick ("Consultant"). The City and Consultant may be referred to individually by their respective designations or as a "Party" and collectively as the "Parties".

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services".)

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

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

Section 1. Scope of Work.

Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's performance of the Services shall commence on or after May 13, 2012 and conclude upon termination of this Agreement.

Section 3. Compensation.

A. The compensation to Consultant for performance of the Services is set forth in Exhibit A which is attached hereto and by this reference incorporated herein. The following shall apply in addition to compensation reflected on Exhibit A:

(i) Call Back: When an operator is called to return to duty after completion of their normally scheduled shift, they shall be compensated a minimum of two hours at the rate of time and one-half their normal rate of pay. Any work performed beyond the initial two hours shall also be compensated at time and one-half for actual hours worked.

(ii) Standby Pay: An Operator who is required to be on standby outside their normal working hours will receive \$2.50 for each hour of assigned standby time.

Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City monthly for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement. City shall pay Consultant no later than thirty (30) days after Consultant submits his monthly invoice provided, however, that payment is expected to be made within 23 days after Consultant submits his monthly invoice.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits. As each payment is due, a statement describing the Services for which payment is requested shall be submitted to the City by the Consultant for review and approval by the City.

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.

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. 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.

City shall hold harmless and indemnify, including without limitation the cost to defend, the Consultant from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to Consultant's performance of the Services except to the extent that such claims, demands, damages, costs or liability arise out of the negligence, recklessness or willful misconduct of Consultant in the performance of the Services.

Section 6. Insurance.

[Section Deleted].

Section 7. Subcontracts.

[Section Deleted].

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

City or Consultant may at any time, at their sole discretion, terminate all or any portion of the Services and this Agreement upon ten (10) days written notice to the non-terminating party. 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 plus any legitimate reimbursable expenses paid or incurred prior to the date of receipt of written notice of termination. Consultant shall not be entitled to payment for any Services performed or expenses incurred after the receipt of the notice of termination unless such payment is authorized in advance by the City in writing.

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

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an employee of City. In particular, the following are specifically applicable to Consultant's performance of the Services:

- a. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.
- b. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.
- c. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager.
- d. Consultant may contract to perform services for other clients or entities.
- e. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services

according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.

f. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self employment and similar taxes from Consultant's compensation under this Agreement.

g. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

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 that relate to the Services or Consultant's performance thereof including, without limitation, 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 (hereinafter "Work Product." It is expressly understood and agreed that all Work Product is the property of the City and not the property of the Consultant and shall become the sole property of the City upon payment to Consultant for such Services. The City shall have the exclusive right to use all Work Product in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide all Work Product to City or any party the City may designate upon written request. Consultant may keep file copies of all Work Product prepared for City. Use of any Work Product 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. For purposes of this Agreement, Work Product does not include work files, computer hardware or software or other property owned or used by Consultant to perform the Services.

Section 15. Changes and/or Extra Work.

Only the City Manager 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 City Manager's 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 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 City Manager or other duly authorized City official.

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall 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 San Francisco 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 San Francisco 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 San Francisco 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.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices.

Section 22. Written Notification.

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

If to City: Bruce Kranz, City Manager
City of Colfax
33 South Main Street
Colfax, CA 95713

If to Consultant: Sean Patrick
3239 Manzanita Lane
Meadow Vista, CA 95722

Section 23. Execution.

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

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

CITY
Signature: _____
Printed Name: Bruce Kranz
Title : City Manager
Date: _____

Consultant
Signature: _____
Printed name: Sean Patrick
Title: Plant Operator – Grade II

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

EXHIBIT A

**AGREEMENT FOR CONSULTANT SERVICES
to Provide Temporary WWTP Operator II Services**

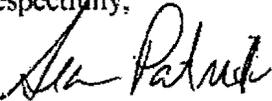
This letter is intended to outline a temporary agreement to provide the City of Colfax, California a temporary Wastewater Treatment Plant Operator II.

The term of this agreement shall commence on May 13, 2012 and terminate on a date not yet determined.

These services shall be provided at an hourly rate of \$30.00/hour. On-call shall be billed at \$2.50/hour. Since this is a part time position, there will be no overtime, holiday pay, etc. The schedule will vary, depending on the WWTP's needs and requirements.

The City will be invoiced monthly for services rendered and a time report will be included to document the actual activity for those hours. The invoice is normally sent electronically on, or near, the first day of each month and payable to Sean Patrick. Payment is expected within 30 days of receipt and is considered late at 31 days of receipt. The payment for each invoice should be sent to: 3239 Manzanita Lane, Meadow Vista, CA 95722.

Respectfully,



Sean Patrick
Plant Operator II
seanpatrick9@gmail.com
(916) 261-4959

City of Colfax

Resolution No 18-2012

A Resolution of the City Council of the City of Colfax Authorizing the City to Enter into an Agreement with the County of Placer for Fire Department and Oversight Services from July 1, 2012 to June 30, 2013

Whereas, the City has previously contracted for Fire Management and Oversight Services for the Colfax Fire Department with the County of Placer; and,

Whereas, the City Council has indicated the City's satisfaction for the services provided; and,

Whereas, the County of Placer has indicated its willingness to continue to provide said services; and,

Whereas, the City Attorney has reviewed the agreement and found the agreement to be acceptable; and,

NOW THEREFORE, the City Council does hereby resolve to:

Approve the attached agreement with the County of Placer for the Provisions of Fire Department Management and Oversight Services from July 1, 2012 to June 30, 2013.

Passed and adopted this 23rd day of May, 2011, by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk

**FIRE PROTECTION AGREEMENT
2012-2013
County of Placer and City of Colfax**

I. PARTIES TO THIS AGREEMENT:

County of Placer and the City of Colfax

II. BACKGROUND AND PURPOSE:

By its unanimous action on February 27, 2001 the Colfax City Council indicated its desire to have the County of Placer, through its fire protection provider the California Department of Forestry and Fire Protection (CAL FIRE) assume management and operational oversight of the City of Colfax Fire Department. The purpose of this document is to formalize an Agreement between the Parties for the County of Placer to provide contractual interim management and oversight of the City of Colfax Fire Department and its operations.

III. TERM:

The term of this contract is July 1, 2012 through June 30, 2013.

IV. COSTS:

The County of Placer, through its contract with CAL FIRE, will provide fire protection services to the City of Colfax. The services indicated in paragraphs V.1-4 below in the areas of fire protection management and oversight will be provided at an annual cost of \$21,500. In addition, CAL FIRE will provide Fire Marshal services (paragraph V. 5), estimated at 12 hours/month, to be billed at a rate of \$109.90/hour, the annual total cost not to exceed \$8,980. Fire Marshal services will be billed quarterly based on actual services performed. (Fire Marshal billing information, itemized by project, is to be provided to City of Colfax on a monthly basis.)

For the totality of services specified within this Agreement, the City of Colfax will reimburse the County of Placer \$30,480.

V. SCOPE OF SERVICES:

A. Safety and Training

Training will be provided to the City of Colfax Volunteer Firefighters utilizing the CAL FIRE/Placer County Fire Colfax Battalion Chief and other instructors. Training will be conducted to assure attainment of the minimum basic skill level and meet state and federal legal requirements for firefighting operations.

The City's fire facilities, vehicles, and equipment will be maintained and upgraded as resources allow.

B. Management and Administration

The Colfax City Council will retain local governance of the Fire Department.

The Fire Chief for the City of Colfax will be the CAL FIRE/Placer County Fire Colfax Battalion Chief for the duration of the contract, shall be considered the City Fire Chief, and will report directly to the Colfax City Manager. If the currently assigned individual departs for any reason, CAL FIRE/Placer County Fire will consult with the City of Colfax on his replacement. No individual will be assigned as Fire Chief without the consent of the Colfax City Manager.

Volunteers serving as firefighters for the City of Colfax Fire Department shall be retained as City volunteers.

The contracted Fire Chief will take direction from the City Manager and implement the policies of the Colfax City Council.

The contracted Fire Chief will make recommendations on fire department organizational structure and personnel issues to the City Manager and City Council.

The contracted Fire Chief will pursue funding opportunities to help purchase equipment for the benefit of the Colfax Fire Department in providing public safety services.

The contracted Fire Chief will oversee and evaluate the spending practices of the fire department and make recommendations to the City Council.

C. Stability of Command and Control

As previously noted, for the duration of this contract, the City of Colfax Fire Chief shall be the CAL FIRE/Placer County Fire Colfax Battalion Chief.

The contracted Fire Chief shall have the authority to exercise those fire department management and operational duties and responsibilities commensurate with overall command of the department and its operations, as authorized by unanimous action of the Colfax City Council on February 27, 2001.

The contracted Fire Chief will assume command of those fire-related emergency incidents occurring within the City of Colfax.

D. Readiness to Respond

The contracted Fire Chief will continually evaluate the response protocols of the Fire Department and make recommendations to the City for implementation of the changes necessary to provide effective emergency services to the public.

E. Fire Marshal Services

CAL FIRE/Placer County Fire will provide fire protection planning services to the City of Colfax, as requested. The services include, but are not limited to:

- **Plans Review.**
This involves the analysis and approval of plans, specifications, and construction documents for buildings, processes, operations, and fire protection systems and equipment to ensure they meet the intent of applicable codes and standards currently in effect in the City of Colfax.
- **Fire Inspection.**
Given a performance-based design, evaluate compliance of life safety systems and building services equipment with construction documents to ensure they are installed, inspected, and tested to perform as described in accompanying engineering documents and operations and maintenance manuals. Ensure all deficiencies are identified, documented, and reported in accordance with the policies of the City of Colfax.

VI: INDEMNIFICATION AND INSURANCE

A. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CITY OF COLFAX hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CITY OF COLFAX agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CITY OF COLFAX. CITY OF COLFAX also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CITY OF COLFAX or the COUNTY or to enlarge in any way the CITY OF COLFAX'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CITY OF COLFAX'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. INSURANCE:

CITY OF COLFAX shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

1. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CITY OF COLFAX'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CITY OF COLFAX.

CITY OF COLFAX shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

2. GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CITY OF COLFAX, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CITY OF COLFAX in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CITY OF COLFAX carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CITY OF COLFAX carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
CITY OF COLFAX shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Placer County, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CITY OF COLFAX shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

3. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CITY OF COLFAX, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

4. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

5. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CITY OF COLFAX shall be responsible for all deductibles in all of the CITY OF COLFAX's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CITY OF COLFAX's Obligations - CITY OF COLFAX's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CITY OF COLFAX shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY OF COLFAX's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CITY OF COLFAX to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

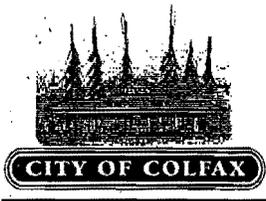
Executed as of the day first above stated:

Holly Heinzen **Date**
Interim County Executive Officer

Steve Harvey **Date**
Mayor

APPROVED AS TO FORM:

Mark Rathe **Date**
Deputy County Counsel



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 23, 2012**

Agenda Item No.

8E

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Prepared By: Alan Mitchell, City Engineer
Date: May 23, 2012
Subject: Consideration of Adoption of Resolution No. 19-2012: A Resolution Of The City Council Of The City Of Colfax Authorizing City Manager To Execute A Consultant Services Agreement For Resident Engineer/Inspection And Geotechnical Engineering Services For The WWTP Pond 3 Liner

Recommended Action: Adopt Resolution No. 19-2012

DISCUSSION:

The City is currently re-bidding the lining of the 9.7 acre pond 3 at the City's Wastewater Treatment Plant. The construction effort will include dewatering, tree removal, solids re-grading, fencing, and an HDPE liner. A construction contract should be awarded in June and the construction duration is 150 calendar days.

Since this is considered a specialty project with specific mandates for completion, and in-house resources do not have pond liner experience, staff and the Mayor deemed it prudent to solicit qualifications for experienced professionals to provide day to day oversight of the contractor, to ensure compliance with the plans and specifications.

The desired services include the following:

Resident Engineer/Inspector: Resident Engineer/Inspector (RE) will represent the City on-site to monitor and document the contractor's activities, coordinate clarifications and changes with the Design Engineer and the City, and provide

Geotechnical Engineer: Geotechnical Firm will report to the RE to provide fieldwork observation, field density testing and lab constituent testing of embankment fill, granular fill, operations layer, anchor trench and structure backfill, and liner subgrade, concrete sampling and lab testing, and retaining-wall soil and foundation inspection and testing.

Selection Process

The government code requires that private firms providing professional services be selected based on the professional qualifications necessary to perform the services at a fair and reasonable price.

In March 2012, staff sent out a Request for Qualifications (RFQ) and received eight responses – Consolidated Cm, Psomas, Geo-Logic, West Yost, CTS, ICM Group, BSK, and Cal Engineering. The qualifications were reviewed and scored against the following criteria:

1. Clear understanding of the requirements for the site and work to be performed
2. The RE/Inspector has computer software skills and ability to correspond electronically.
3. RE/Inspector has relevant experience.
4. The Geotech has relevant experience.
5. Home office support with a Licensed Engineer.
6. Single Consultant or team of consultants with experience working together.
- 7.

The eight packets were reviewed and scored by an independent panel consisting of Gabe Armstrong and Steve Harvey. The results are as follows:

FIRM:	AVE. SCORE
Consolidated CM	75.0
Geo-Logic	76.0
Psomas	84.0
West Yost	83.5
CTS	73.0
ICM Group	80.5
BSK	83.0
Cal Engineering	72.0

The top four teams were invited to an informal site visit and interview, which was held on May 1st. The four teams were interviewed by Gabe Armstrong, Steve Harvey, and Bruce Kranz, using the following criteria for selection:

1. Demonstrates a clear understanding of the requirements for site and work to be performed.
2. Demonstrates how team will provide services.
3. Relevant experience in a similar role, and technical competence with pond lining, fill, concrete, and retaining walls.
4. Panel feels comfortable with RE/Inspector, and other proposed team members.

Recommendation: Upon interviewing the four teams, the panel members reached a consensus on the following ranking:

1. Psomas
2. West Yost
3. ICM Group
4. BSK

The panel recommends that the City Council award a contract to Psomas for the Resident Engineer/Inspection and Geotechnical Engineering Services for the WWTP Pond 3 Liner project. Their team's qualifications and pertinent experience, specifically Jim Boarer the RE/Inspector, with pond lining projects, and their document management system, were determining factors in the panel's decision.

City staff negotiated a scope and fee for said services, and a Consultant Services Agreement was developed, which is attached for review and approval.

ALTERNATIVES: None recommended by staff.

FINANCIAL AND/OR POLICY IMPLICATIONS: The fee associated with the RE/Inspector and Geotechnical Services is estimated to be \$213,552, based on the scope of work and construction duration. Compensation will be based on actual time and materials expended, and the approved amount cannot be exceeded without prior city approval.

The City Engineer has reviewed the Fee and finds it fair and reasonable for the proposed services.

The cost will be covered by State Revolving Fund funds, and adequate funds are budgeted to cover the proposed Fee.

ATTACHMENTS:

Psomas Agreement for Consultant Services
Resolution No. 19-2012

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this _____ day of May, 2012 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Psomas ("Consultant".)

RECITALS

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

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

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is based on the projects duration for bidding and construction.. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule for bidding and construction. 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. Except as may otherwise be provided in Exhibits A or B, or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all inclusive compensation that shall

not exceed the amount as detailed in Exhibit B, attached hereto and incorporated herein by this reference, except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

D. Any Services performed more than one-hundred-twenty (120) 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 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 cancelled until thirty (30) days prior written notice (10 days if cancellation is due to non-payment of premium) 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 cancelled except after thirty (30) days prior written notice has been provided to the City (10 days if cancellation is due to non-payment of premium).
 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 cancelled except after thirty (30) days written notice has been provided to the City (10 days if cancellation is due to non-payment of premium).
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of

City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing

Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed

Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation

process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

within the State of California as provided in this Section.

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

If to Consultant: Ken Stram
Psomas
1075 Creekside Ridge Dr., Suite 200
Roseville, CA 95678

Section 23. Execution.

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

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

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

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

<p>CITY</p> <p>Signature _____</p> <p>Printed Name <u>Bruce Kranz</u></p> <p>Title <u>City Manager</u></p> <p>Date _____</p>	<p>CONSULTANT</p> <p>Signature _____</p> <p>Printed Name _____</p> <p>Title _____</p> <p>Date _____</p>
--	---

APPROVED AS TO FORM: _____
City Attorney

Construction Management and Geotechnical Engineering Scope of Services

Colfax WWTP Pond 3 Liner Project

As the Construction Manager the Psomas Team will monitor the project to help the City and Contractor maintain the cost, schedule and quality standards that are detailed in the project construction documents. Our scope of work starts with preconstruction services and ends with project close-out; the objective being the construction of a quality product.

Personnel

Resident Engineer	Jim Boarer, P.E., Psomas
Construction Manager (Office Support)	Ken Stram, P.E., Psomas
Administrative Assistant	Kim Yuson, Psomas
Geotechnical Engineer	Rob Fingerson, Holdrege & Kull
Material Field Testing	Robert Stiles, Holdrege & Kull
City's Project Manager	Alan Mitchell, P.E., Ponticello Enterprises
Design Engineer	Craig Olsen, P.E., HDR

Described below are the tasks and activities that will be provided for the Colfax WWTP Pond 3 Liner Project.

Project Management

Meetings - Our Resident Engineer will conduct construction progress meetings with the Contractor, Colfax WWTP staff, design engineer as appropriate and other interested project participants as invited. Our Resident Engineer will prepare construction progress meeting agendas that cover areas such as the progress of the work, outstanding project issues, submittal status, RFIs, potential claims, changes, utility issues, project safety, and public relations issues. Meeting minutes will be developed and distributed to all designated parties on an on-going basis.

Project Procedure Manual - The Resident Engineer will establish the proposed contract administration and record keeping procedures to be implemented during the construction phase of the project. Psomas' Construction Management Action Plan (CMAP) will be utilized. This is a manual with standardized procedures that are easily recognized and accepted by State and Federal oversight officials.

Review Documents/Permits - The Resident Engineer, will review all project documents including permits, agreements, easements and environmental documents, associated with the project to verify compatibility and to identify notification requirements or schedule conflicts that potentially could impact the construction sequence. Potential conflicts or problems will be documented by letter to the Colfax Project Manager with additional copies distributed to any

concerned agencies and team members, as deemed necessary. Copies of all reviews and findings will be placed into project files and incorporated into the final project record documents.

Construction Management Plan – Our Resident Engineer will work with the City of Colfax in developing a project-specific construction management plan. The plan provides a comprehensive plan for testing, inspection, and compliance with all construction contract documents.

We also will establish the document management system for managing, storing and tracking all documentation between project participants. We will use the Psomas' Construction Management Data Tracking System (CMDTS) for this purpose.

Construction Management- Pre-Construction Phase Services

Review of Design Documents - During bidding of the project, Psomas will perform a constructability review and make recommendations, if appropriate, to ensure clear, concise, and complete bid documents. The review will be provided to the City's Project Manager identifying discrepancies, ambiguities, omissions, or conflicts that may generate misinterpretation of bid documents and/or lead to disagreements between the City of Colfax and the construction Contractor.

Pre-bid Conference – In conjunction with City of Colfax, and the design team consultants, we will attend the pre-bid conference.

Pre-Construction Conference - Psomas will facilitate a pre-construction conference with the Contractor prior to the start of construction activities on the project. Our Resident Engineer will develop an invitation list based upon discussions with the City of Colfax and project design team and the General Contractor so as to include all interested City of Colfax staff, local utilities, oversight agencies and the contractor's staffing. A project specific meeting agenda will be prepared and submitted to all interested parties. At the meeting we will review the project plan and specification requirements, highlighting areas such as project communication lines, safety issues, labor compliance, utilities, staking, material testing, scheduling of regular progress meetings, progress payments, traffic control and other salient features of this contract. The meeting will be recorded and meeting minutes will be developed by Psomas, for distribution to the City of Colfax Project Manager, the approved meeting participants and the project record files.

Geotechnical Investigation for Seepage - H&K will perform a limited subsurface investigation at the Northeast section of pond three in order to observe, document and evaluate the seepage occurring. The investigation will involve the upper 10 feet of soil profile unless refusal is met at shallower depths. H&K will provide the following services:

- Observe the excavation of multiple exploratory trenches and document the conditions encountered.
- Following completion of the above tasks, we will prepare a limited geotechnical report that will include the following:
 - Description of soil, rock and drainage conditions encountered
 - Conclusions regarding surface and subsurface conditions
 - Recommendations for construction of subdrains

Construction Management- Construction Phase Services

On-site Management and Construction Phase Communications Procedures/Construction Administration Procedures - Upon start of construction activities, our Resident Engineer will implement the agreed upon construction management procedures, policies and practices. Our Resident Engineer will serve as the point of contact with the Contractor and as the liaison between the City of Colfax, the design engineer, utilities and all other parties involved in the contract. The Resident Engineer will report to the City of Colfax Project Manager as established in the pre-construction phase. Contract administration duties will involve correspondence, project documentation records, progress and coordination meetings, necessary reporting schedules and distribution of copies of the project control reports. Progress meetings will be held with the Contractor on an agreed upon schedule. The Resident Engineer will prepare an agenda and will cover areas such as submittal status, RFIs, PCOs, CCOs, utilities and new/old items requiring resolution. Contract files will be maintained in a systematic and orderly manner. Meeting minutes will be developed and distributed to all parties and other related agencies, as appropriate. We will also be available to conduct any special coordination meetings that may become necessary.

RFI's, Shop Drawings, Samples and Other Submittals - Psomas will log submittals received from the Contractor and, when appropriate, review and respond in a timely manner. Psomas will develop a submittal distribution list to identify parties responsible for review and acceptance. In cases where the City of Colfax, utilities or the design engineer must review the submittal, we will briefly review for completeness then forward submittals to the appropriate individual for review. Upon receipt of the reviewed submittal, Psomas will forward it to the Contractor. A complete tracking log of each submittal's status (i.e. approved, approved as noted, etc.) will be maintained in the project records by the Resident Engineer. Outstanding submittal issues will be addressed at each construction progress meeting.

RFIs received from the Contractor will be logged in and then reviewed and responded to in a timely manner by the Resident Engineer. In some cases the RFIs may need to be forwarded to the City or design engineer via transmittal for response. All related transmittals/responses will be logged and reviewed at each construction progress meeting with copies forwarded to the City Project Manager.

Change Order Preparation, Negotiations and Processing - Our Resident Engineer will use a Potential Change Order (PCO) tracking system whereby issues are given a PCO number and then reviewed in detail with the City of Colfax Project Manager and responsible design engineer. The Resident Engineer will prepare a recommendation to accompany each PCO or Construction Incentive Change Proposal (CICP) upon its submittal to City of Colfax. Corresponding cost analysis, time and schedule impacts, field reports, correspondence and supporting calculations will be placed in the project files with each approved change order or potential claim issue. Approved PCO's or CICP's that result in change orders will be issued in a format acceptable to the City of Colfax. Rejected potential change orders are recorded, logged, and filed as potential claims for further evaluation. Psomas' team will investigate and offer resolution to these potential claim issues promptly. Psomas will provide prompt review of any additional cost claims from the Contractor, develop an independent estimate, and provide a recommendation to the City. Psomas will perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status. Our foremost concern is

to always protect the City's interest and resolve each issue as soon as possible while concurrently developing a reasonable, contractually supportable resolution.

Dispute Resolution - During the construction phase, we actively search for emerging problems and seek timely solutions instead of reacting to problems when presented by the contractors. We review proposed design changes and seek alternates if possible to either eliminate or mitigate any extra costs. In addition, we maintain and record in detail daily project operations, particularly regarding schedule, manpower productivity problems, deliveries and delays. Should a claim or dispute arise, we would have all of the facts necessary to review a claim or dispute in an informed manner.

We will notify the City of Colfax of any potential disputes and assist the City of Colfax in resolving the dispute in accordance with Disputes Resolution provisions in the Contractors Construction contract.

Contractor's Construction Schedule/ Recovery Schedules – Psomas' Resident Engineer will be responsible for reviewing and monitoring the Contractor's actual progress in relation to their submitted CPM baseline schedule and the requirements of the Master Schedule. During the review of the Contractor's submitted baseline CPM, our Resident Engineer will verify that the schedule has the sufficient detail necessary to determine impacts, should they occur, and that the Contractor's entitlement to additional time or monies due to unforeseen delays or changes can be properly evaluated. The Contractor will be advised of any schedule slippage. CPM updates and recovery schedules are required from the Contractor whenever appropriate or as specified in the contract special provisions.

As-Built Schedule/Maintain As-Built Drawings- Psomas will maintain "As-Built" drawings to keep an accurate record of daily changes in the plans and specification including those under Change Orders, Requests for Information, addendum, and any additional details needed for the construction of the project but not shown on the plans. It is very important that changes to the contract drawings are documented as the project proceeds.

Psomas will work with the Contractor to maintain an updated set of as-built drawings denoting deviations from the design drawings during construction. Psomas will review and compile these drawings which will be transmitted to City of Colfax at the end of the project.

Progress Payments - Each month our Resident Engineer will prepare quantity estimates for all contract item work performed during the monthly pay period. Each quantity of item work performed will be calculated and verified on a separate item sheet and filed according to pay item number in the project files. Pay item quantities will be developed using identified locations, stationing limits, dates measured, and other notations as required to fully document all pay items properly performed for monthly progress pay estimates. Once negotiated and approved by the contractor, Psomas will submit to the Project Manager for approval in the City of Colfax desired format.

Construction Administration Services/ Field Office Assistance - The Resident Engineer will implement project administrative procedures, project documentation, tracking and documentation of all submittals, RFI's, change orders, labor compliance, correspondence, progress pay estimates, material sampling/testing coordination, utility coordination, and as-built documentation.

Quality Review - During the construction phase, our construction management quality control methods include:

- Reviewing of the scope of work, details, and required quality with each contractor/subcontractor prior to actual start of work.
- Providing procedures, laboratory testing, field-testing, coordination checks, and construction inspection activities for all project features, equipment and materials.
- Monitoring of installation, with quality concerns served in written form on a regular basis to the contractor and discrepancies promptly corrected.
- Coordinating and administering all required testing work carried out by H&K. We keep records of all test inspections conducted, findings and test reports and advise our client of each condition.

Our goal is to communicate fully with all project team members so that there are "no surprises." To achieve this goal, we work with the client, design team, consultants and contractor to facilitate regular and frequent communication techniques.

Photographs and Videos (prior to and during construction) – The Resident Engineer will document pre-construction conditions using photographs, written notes and video recordings. This documentation is extremely helpful by providing a visual record of the condition of the project site and surrounding area prior to the start of construction activities. This record then can be used to require the Contractor to restore disturbed areas and helps to protect the City of Colfax against potential claims from the Contractor, impacted businesses, local residents, utilities, or other outside agencies. Any damage attributable to the Contractor's actions will be documented and tracked until the Contractor repairs the damage to pre-project conditions or to the requirements of the contract plans and specifications. The entire site will be videotaped including any off-site areas that may be affected by project construction activity. Special or sensitive areas will be noted and extra documentation will be provided.

During construction our Resident Engineer will document all special situations with digital photographs or video depending on what is most appropriate. Digital photographs will be taken on a regular basis to document the progress of the project and will be stored and provided to City of Colfax in digital format on a regular basis or at the close of the project along with all other digital data.

Shop Inspection Services – None provided.

Field and Laboratory Testing Services – Psomas will schedule, coordinate and observe all testing performed by our sub-consultant Holdrege & Kull. The Holdrege & Kull scope of services will include:

At pond three H&K will provide the following services as requested:

- Continuous field moisture/density testing during construction of the embankment fills from station 0+00 to 11+00.
- Periodic field moisture/density testing during construction of the 1:12 access ramp.
- Periodic field moisture/density testing during construction of subgrade for the perimeter access road.
- Periodic field moisture/density testing during construction of liner subgrade.

- Periodic field sampling and testing of structural concrete.
- Perform laboratory testing to support the materials testing being completed in the field.
- Prepare and distribute field and/or laboratory reports detailing the results of testing performed.

We will verify that appropriate methods, as specified in the contract documents are used, and will review all test reports to substantiate contract compliance. A log will be prepared for test results to identify trends, and requirements for re-testing will be tracked and followed up on. We will require the Contractor to correct any deficiencies in accordance with the contract documents. See separate scope / fee for Holdrege & Kull.

In regards to the HDPE liner and the Geotextile cushion our Resident Engineer will obtain and verify all of the manufacturers QAQC laboratory certifications; inspect all field deliveries of the materials; inspect all sub-grade compaction testing; participate in sub-grade field inspection for sharp objects; witness field seam welding; witness all destructive seam testing; witness all patch panel welding; witness air seam testing, vacuum testing, spark testing and compile the testing material into a summary document.

Coordination of Other Independent Consultants – Psomas' Resident Engineer will coordinate any specialty or technical inspection and testing performed by other independent consultants. Psomas will obtain, and distribute as necessary, a copy of all inspection and testing reports on the day of such inspection or testing.

Resident Engineering - Our Resident Engineer will provide construction administration of the project to facilitate construction efforts and maintain State, County, City of Colfax regulations. Specifically, our Resident Engineer will administer the construction contract in conformance with the requirements set forth in the approved drawings, specifications and special provisions.

Our Resident Engineer will check the quality and quantity of the work performed by all trades and to verify provisions of the contract documents are being fulfilled. Psomas Resident Engineer will inspect construction materials, methods, techniques, and sequences to evaluate the Contractor's compliance with the construction documents. The Resident Engineer will mark up a field blueline set of drawings to incorporate Contractor record drawing markups, prepare punch lists, coordinate and conduct the final inspection, and assist with equipment testing and startup. The Resident Engineer will review the monthly progress payment.

The Resident Engineer will document all special situations with digital photographs or video depending on what is most appropriate. Digital photographs will be taken on a regular basis to document the progress of the project and will be stored and provided to the City in digital format on a regular basis or at the close of the project along with all other digital data.

Labor Code Compliance/Certified Payroll Review - Psomas will conduct periodic labor compliance interviews using accepted forms, review the certified payrolls and apprenticeship documents, investigation of prevailing wage violation complaints, processing and reconciliation of contractor pay request applications, facilitating the project closeout process and provision of technical assistance and administrative support to staff, management and contractors related to labor compliance.

Contractor's Safety Program - Psomas will maintain awareness of health and safety requirements and will enforce contract provisions for protection of public and project personnel in and around the construction site. As always, Psomas cannot be responsible for the construction Contractor's means, methods, or techniques, or for safety measures, precaution or programs at the project site. However, we will stress to the Contractor that the safety of the public, the workers, and all project participants will be monitored at all times. Should safety issues develop during construction, Psomas will notify the City of Colfax of the necessary course of action and document the issue as thoroughly as possible.

Traffic Control and Public Safety - Maintaining current traffic patterns and minimizing impacts from construction activities to area motorists, pedestrians, bicycles, local residences, and the operations of the Colfax Wastewater Treatment Plant will be the prime objective in our review and approval of the Contractor's required traffic control plans. Traffic plans, including contingency plans will be thoroughly reviewed and analyzed by our Resident Engineer, with input from the City of Colfax's Project Manager, prior to approval. In addition, if special conditions develop or unforeseen impacts occur our Resident Engineer can initiate the necessary modifications to the approved plans. Our Resident Engineer will verify that the Contractor complies with the established speed limits within the residential areas and within the Colfax Wastewater Treatment Plant property.

Public Awareness Program – The Resident Engineer will develop a letter, for the City Manager's signature, that will explain the project to any local residents, businesses and others that may be affected by the construction activities and will provide the residents with the RE's contact information so that they can contact him with any concerns during the construction process. We believe that an informed public is more likely to be supportive of construction activities if advised in advance of the activities that may affect their neighborhoods and businesses.

Final Acceptance/Closeout Services

Consultant Management - Psomas' Resident Engineer will monitor and coordinate the efforts of the design engineer and any specialty consultants to facilitate final acceptance and project closeout.

Final Inspection and Punchlist - Generation of project punch lists and the completion of deficient work in an important element to our overall quality control plan for each and every project we manage. For all contract item work that approaches completion, our Resident Engineer will generate a punch list of any and all deficiencies. Punch lists shall be generated for work identified by milestones, such as a completion of a construction stage, completion of a facility in its' entirety, portions of work the Contractor is requesting relief of maintenance on, and project completion. If a Contractor requests a punch list before substantial completion of the work, the list shall be labeled "preliminary" and the Contractor informed that additional punch list items may and will follow. After substantial acceptance, Psomas will schedule a "walk-through" with designated City of Colfax and appropriate project stakeholder representatives and prepare a preliminary punch list, which will include all items required to be furnished or corrected before project acceptance.

Exhibit A

After the Contractor has completed the correction of all deficient items noted in the preliminary punch lists, our Resident Engineer will coordinate and lead a final "job walk" through of the project. Once all items are complete, Psomas will submit a letter, Notice of Final Completion, to the City of Colfax stating that to the best of our knowledge and belief, the project has been completed in accordance with the Construction Contract Documents and recommend City of Colfax acceptance.

Construction Approval/Acceptance - A Notice of Final Completion establishes the following:

- The date on which the Contractor's material and workmanship warranty for the project begins
- The date of any equipment or material warranties for which the warranty "clock" has not yet started
- The date the City assumes responsibility for maintenance, security and safety of the project
- The date from which all suppliers and subcontractors have 30 days under California Lien Law to file a Stop Notice if they have not been paid for their materials or services

Final Payment – Psomas will perform a final review to ensure that all items necessary for contract close-out are complete and recommend issuance of the Contractor's final payment. Final payment will be made to the Contractor in accordance with the contract documents and the City of Colfax's procedures.

Start-up Coordination - Psomas' Resident Engineer is very knowledgeable of the standards for testing and startup of process equipment . We will verify that the testing requirements are clearly delineated such that the contractor will know exactly what will be expected.

Project Close-out - Upon final completion, we will transmit for the City of Colfax's files one complete set of all project documentation including all records, maps, plans, shop drawings, submittals, manufacturers literature, survey notes and records, photographs (annotated and bound chronologically), including any pre-construction and progress video tape. A red-lined set of full sized contract plans will be transmitted to the project design team for production of the final record drawings on revised mylars. All original documents generated during the project will be provided to the City of Colfax including daily inspection reports, summaries, reports, testing documents, meeting minutes, agendas, meeting tape-recordings, clarifications, schedules, correspondence, and all other documents generated.

In addition, all digital documentation, including photographs in JPEG (.JPG) format, will be transmitted to the City of Colfax at closeout or upon request. All documentation will be in Microsoft Office compatible or PDF format.

OPTIONAL ADDITIONAL SERVICES

Warranty Inspection/Coordination – Psomas' Resident Engineer will participate in warranty inspections and any corrective work during the warranty period of the projects as requested by the City of Colfax. Psomas' services for warranty work will be provided on a time and materials basis as approved by the City of Colfax.

**City of Colfax
WWTP Pond 3 Liner**

Exhibit B

Budget Summary

1)	PSOMAS LABOR			
	<u>NAME</u>	<u>FIRM</u>	<u>RESPONSIBILITY</u>	
	Ken Stram, PE	PSOMAS	Construction Manager	\$ 7,525
	James Boarer, PE	PSOMAS	Resident Engineer/Inspector	\$ 137,950
	Kim Yuson	PSOMAS	Administrative Support	\$ 9,100
		SUBTOTAL:		\$ 154,575
2)	SUBCONSULTANT SUPPORT			
	Holdrege and Kull	Mat'l Sampling & Testing		\$ 53,835
	Subconsultant Administration Fee @ 5%			\$ 2,692
		SUBTOTAL:		\$ 56,527
3)	OTHER DIRECT COSTS (ODC's)			\$ 2,450
	GRAND TOTAL:			\$ 213,552

CITY OF COLFAX

RESOLUTION NO. 19-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT FOR RESIDENT ENGINEER/INSPECTION AND GEOTECHNICAL ENGINEERING SERVICES FOR THE WWTP POND 3 LINER

WHEREAS, the Council of the City of Colfax, in March of 2012 the City sent out a Request for Qualifications (RFQ) for Resident Engineer/Inspection and Geotechnical Engineering Services for the WWTP Pond 3 Liner; and,

WHEREAS, the city received eight responses and were reviewed and scored by staff and Mayor Harvey; and,

WHEREAS, On May 1, 2012 the top four firms were invited to an informal site visit and interview by staff and Mayor Harvey and by consensus ranked Psomas as best choice; and,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby authorizes 1) the City Manager to execute a construction contract with Psomas for Resident Engineer/Inspection and Geotechnical Engineering Services for the WWTP Pond 3 Liner project; and 2) expenditures to said contractor not to exceed \$213,552.

PASSED AND ADOPTED, this 23rd day of May, 2012, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

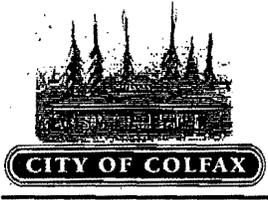
ABSENT:

ABSTAIN:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 23, 2012**

Agenda Item No.

11A

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: May 17, 2012
Subject: Consideration of Approval of Art Mural Project on Todd Freight Building

Recommended Action: Discuss and approve project

ISSUE STATEMENT AND DISCUSSION:

Local Artist, Jim Bowers has requested this item be brought before council for approval. He would like to paint a mural of the late Gary Todd on the side of the Todd Freight Building. Mr. Bowers will be in attendance to describe this project.

FINANCIAL AND/OR POLICY IMPLICATIONS:

None to the City



PERMANENT SIGN PERMIT APPLICATION

To Applicants: The following information must be submitted for application processing. Some information may not apply to your project or individual application. If you are not sure, ask planning staff. Omitted information may prevent or delay processing your application. Three (3) signs are allowed per business in the Historic District, four (4) signs are allowed in all other Districts. All lighting must be indirect or downcast pursuant to municipal codes.

Material Requirements for Sign Application Submittal

- Property owner and applicant when applicable (must sign complete Application Form)
- Application Fee: \$100
- Three (3) color drawings (or color samples) not smaller than 8.5'x11' or folded to 8.5' x 11"

All plans must contain:

- Applicant's name, address, and phone number
- Zoning District
- Assessor's Parcel Number
- Street Address
- Land Use activity (business type)
- Total lineal feet of business building frontage (street access)
- Sign value (cost of sign)
- Proposed date of installation
- Dimensions
- Total square feet of each sign
- Sign height
- Sign type (wall, projecting, awning)
- Font typeface (Bookman, Bostonian, etc)

Freestanding sign plans shall include:

- Dimensioned property boundaries
- Location of the proposed sign
- Public and/or private adjacent street, rights-of-way, and easements
- Site accesses, circulation and on/off-street parking locations
- Dimensioned existing and proposed buildings and any ancillary structures
- Location of walls, fencing, exterior lighting fixtures
- Dimensioned sign landscaped area (when applicable)
- Detail of design, materials, color samples, and selected letter type font and letter size (height)
- Copy/text message, which will appear on each sign
- Dimensions and square footage of sign face area, support structures and overall sign height

All other sign plans shall include:

- Dimensions and square footage of sign face area, building face area, building, walls, or window on which signs are to be located
- Dimensions of sign face area and height clearance/overhang for awning or projecting signs
- Location and type of sign illumination, if any
- Detail of design, materials, color samples, and selected letter type font and letter size (height)
- Copy/Text message, which will appear on each sign
- Method of attachment to walls, ceilings, awning, and/or overhang
- Any additional information by staff to justify code compliance of sign ordinance

SIGNS MAY REQUIRE A BUILDING PERMIT FOR STRUCTURAL/ELECTRICAL COMPLIANCE. CONTACT THE BUILDING OFFICIAL FOR CONFIRMATION.

P.O. Box 702
33 S. Main Street
Colfax, CA 95713



Office: (530) 346-2313
Fax: (530) 346-6214



MURAL

This application shall be accompanied by dimensioned drawings as required by the Building & Sign Codes and any requested materials for Colfax Municipal Codes compliance.

Name of Applicant: JIM BOWERS / FOXEY MCCLEARY Phone: 916-521-4489

Mailing Address: PO BOX 288 COLFAX CA 95713

Name of Property Owner: PENNE TODD Phone: (530) 637-5542

Mailing Address: -

Street Address of Sign: 6 NORTH MAIN - JUNCTION BUILDING. (REAR)

Assessor's Parcel Number: _____ Zone District: _____

Land Use: _____ Sign Value Cost: 0

Lineal Feet of Building Frontage: _____ Lineal feet of property frontage: _____

Number of Signs Requested: 1 Propose Date of Installation: 5/10 Number of Existing Signs: 0

"COMMEMORATIVE MURAL - "GARY TODD"

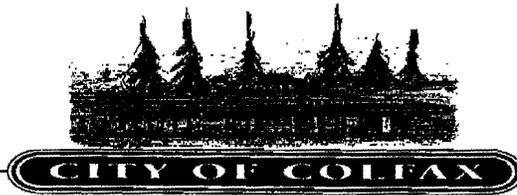
Please Select the Type of Sign This Is:

PROPOSED sign EXISTING sign

	Size-sq. ft.	Height
<input type="checkbox"/> Window	_____	_____
<input type="checkbox"/> Banner	_____	_____
<input type="checkbox"/> Sandwich Board	_____	_____
<input type="checkbox"/> Flags/Pennants	_____	_____
<input type="checkbox"/> Inflatable Display	_____	_____
<input type="checkbox"/> Offsite Subdivision	_____	_____
<input type="checkbox"/> Future Tenant Identity	_____	_____
<input type="checkbox"/> Political	_____	_____
<input type="checkbox"/> Special Event	_____	_____
<input type="checkbox"/> Agriculture	_____	_____
<input type="checkbox"/> Directional	_____	_____
<input type="checkbox"/> Roof	_____	_____
<input checked="" type="checkbox"/> Other: <u>MURAL</u>	<u>6'</u>	<u>6'</u>

Applicant's Signature: _____ Date: 5/1/2012

Property Owners Signature: APPROVED AS PER PENNE TODD Date: 4/15/2012



STAFF USE ONLY

Fee Paid: _____ Check Number: _____ Cash: _____

Zone District: _____ Other Approvals Required: Yes No

Number of signs: _____ Value of Sign: _____ Proposed Date of Installation: _____

Conditions of Approval: _____

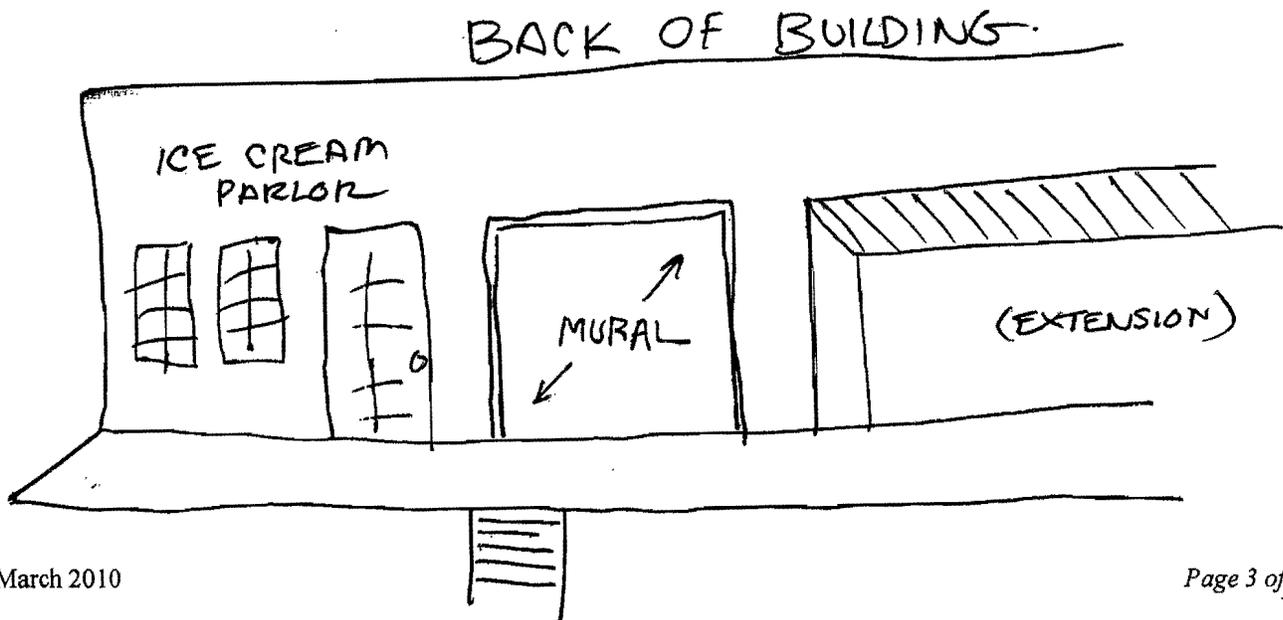
Permit Number: _____ Effective Date: _____

THIS SIGN PERMIT IS ISSUED MAKING ALL OF THE FOLLOWING FINDINGS: (1) THE PROPOSED SIGN IS CONSISTENT WITH THE GOALS AND POLICIES OF THE COLFAX GENERAL PLAN, AND DOES COMPLY WITH ALL APPLICABLE MUNICIPAL CODES AND ORDINANCES. (2) THE PROPOSED SIGN DOES COMPLY WITH APPLICABLE DEVELOPMENT STANDARDS AND WILL NOT BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, OR WELFARE. (3) THE PHYSICAL LOCATION OR PLACEMENT OF THE SIGN IS COMPATIBLE WITH THE SURROUNDING NEIGHBORHOOD.

THIS SIGN PERMIT APPLICATION IS DENIED MAKING ANY OR ALL THE FOLLOWING FINDINGS: THE PROPOSED SIGN IS NOT CONSISTENT WITH THE GOALS AND POLICIES OF THE COLFAX GENERAL PLAN, AND PROPOSED SIGN DOES NOT COMPLY WITH ALL APPLICABLE MUNICIPAL CODES AND ORDINANCES. THE PROPOSED SIGN DOES NOT COMPLY WITH APPLICABLE DEVELOPMENT STANDARDS AND THE SIGN WILL BE DETRIMENTAL TO THE PUBLIC HEALTH, SAFETY, OR WELFARE. THE PHYSICAL LOCATION OR PLACEMENT OF THE SIGN IS NOT COMPLATIBLE WITH THE SURROUNDING NEIGHBORHOOD.

Building Official Signature: _____ and/or

Planning Director Signature: _____



Recommended Typefaces for Colfax Signage

Suggested Type Styles courtesy Joseph Hatton, Printer, Colfax

COLFAX CITY HALL Bostonian

COLFAX CITY HALL Hastler Circus

Colfax City Hall Playbill

COLFAX CITY HALL Mesquite

Colfax City Hall Wide Latin

Colfax City Hall Bookman Bold

Colfax City Hall Barclay Expanded Ultrabold

COLFAX CITY HALL Ironwood

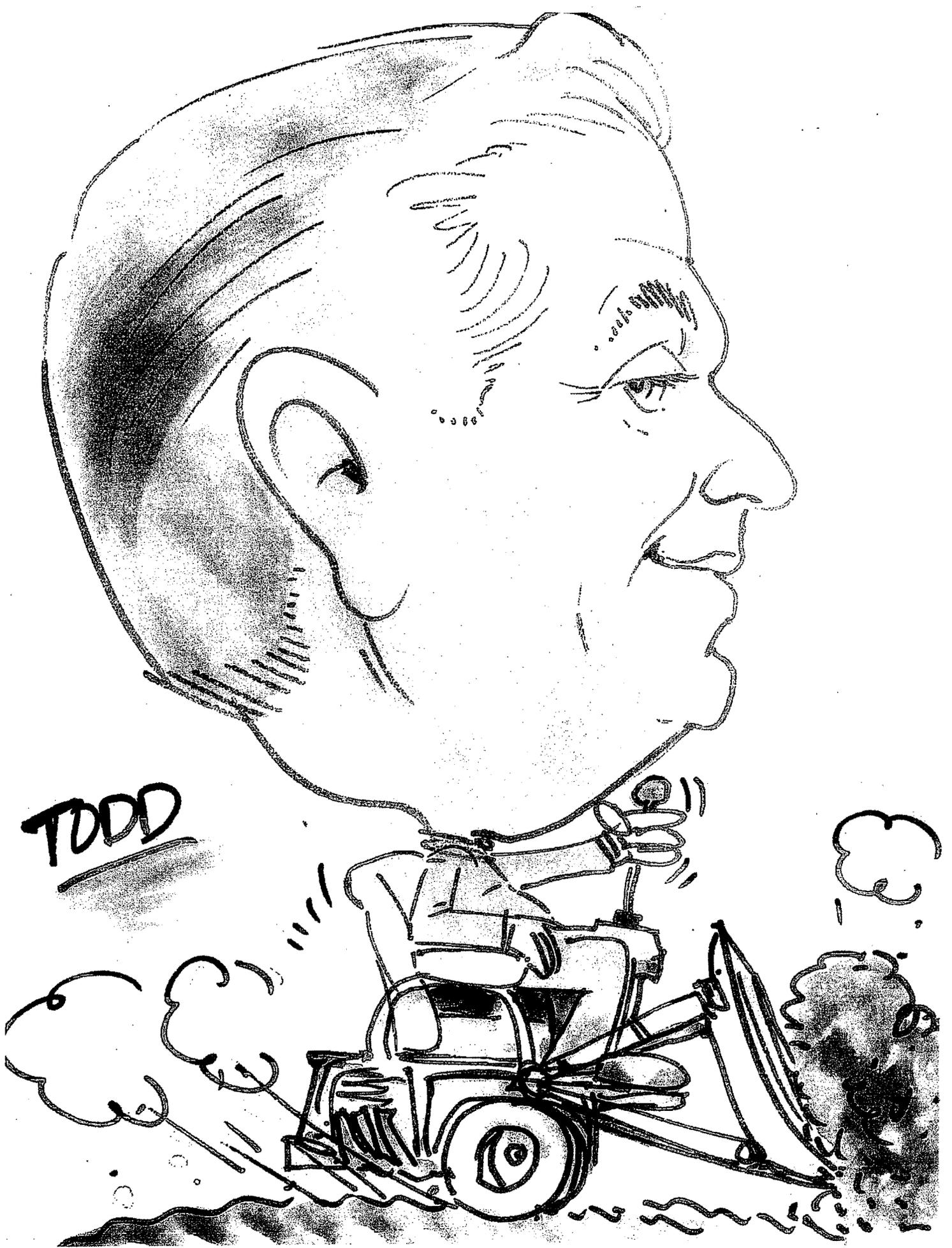
Colfax City Hall Runic

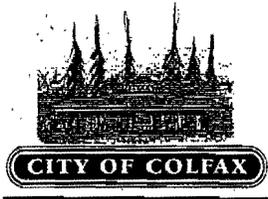
Colfax City Hall Clerendon

Colfax City Hall Onyx

Colfax City Hall Franklin

Colfax City Hall Cheltenham Bold





**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 23, 2012**

Agenda Item No.

11B

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: May 17, 2012
Subject: Consideration of Payment to Sierra Economic Development Corporation (SEDCorp) for yearly dues.

Recommended Action: Discuss and direct staff

ISSUE STATEMENT AND DISCUSSION:

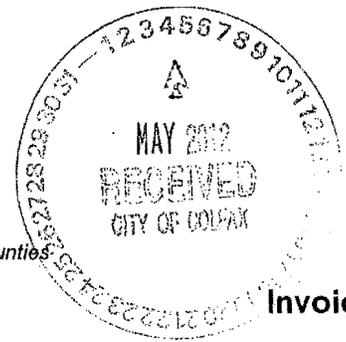
Councilman Delfino requested that this item be brought before council for discussion. The SEDCorp dues is based solely on proportionate shares by population with a minimum dues of \$500 based on "good faith" value. The City of Colfax is one of the smaller jurisdictions whose calculations were rounded up to \$500 from the Proportionate Contribution of \$120.37.

FINANCIAL AND/OR POLICY IMPLICATIONS:

\$500 for 2012/2013 Dues



Sierra Economic Development Corporation
 Serving El Dorado, Sierra, Nevada, Placer, Plumas, Lassen and Modoc Counties



Invoice

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

Date	Invoice #
5/3/2012	2012-13

Terms	Project
Due on receipt	City of Colfax (SEDCorp Member)

Description	Amount						
SEDCorp Member Contributions for Fiscal Year 2012-2013	500.00						
<table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td>Description</td> <td>Approved</td> </tr> <tr> <td>Fund</td> <td>Department</td> </tr> </table>				Description	Approved	Fund	Department
Description	Approved						
Fund	Department						
Brent Smith, Chief Executive Officer	Total \$500.00						

Brent Smith

Matching funds requirement:		\$ 52,889	minus contributions from utilities, etc. =		\$42,889		
Counties	Population	% of total	Proportionate Contribution		% of remainder	Revised Contribution	
Alpine	1,262	0.001944	\$ 83.37	\$500			
El Dorado	138,998	0.214099	\$ 9,182.49		0.223682707	\$8,587	
Placer	104,689	0.161253	\$ 6,915.97		0.168470906	\$6,467	
Nevada	67,242	0.103573	\$ 4,442.14		0.108209273	\$4,154	
Sierra	2,650	0.004082	\$ 175.06	\$500			
Plumas	19,061	0.02936	\$ 1,259.21		0.030673938	\$1,178	
Lassen	17,131	0.026387	\$ 1,131.71		0.027568083	\$1,058	
Modoc	6,862	0.01057	\$ 453.32	\$500			
Cities							
South Lake Tahoe	24,059	0.037058	\$ 1,589.39		0.038716976	\$1,486	
Placerville	10,350	0.015942	\$ 683.74		0.016655751	\$639	
Roseville	102,191	0.157405	\$ 6,750.95		0.164450996	\$6,313	
Rocklin	50,494	0.077776	\$ 3,335.74		0.081257533	\$3,119	
Lincoln	27,356	0.042137	\$ 1,807.19		0.044022678	\$1,690	
Loomis	6,274	0.009664	\$ 414.47	\$500			
Auburn	12,849	0.019791	\$ 848.83		0.020677269	\$794	
Colfax	1,822	0.002806	\$ 120.37	\$500			
Grass Valley	13,006	0.020033	\$ 859.20		0.020929922	\$803	
Nevada City	3,050	0.004698	\$ 201.49	\$500			
Truckee	15,657	0.024117	\$ 1,034.33		0.025196047	\$967	
Loyalton	888	0.001368	\$ 58.66	\$500			
Portola	2,170	0.003342	\$ 143.35	\$500			
Susanville	18,324	0.028225	\$ 1,210.52		0.02948792	\$1,132	
Alturas	2,838	0.004371	\$ 187.48	\$500			
total	649,223	1	\$ 42,889.00	\$4,500	1.00	\$38,389	
			remainder	\$38,389			
			remainder pop.	621,407			

	number	rate	total
Utilities	16	\$ 500	\$ 8,000
Banks/Fin	4	\$ 500	\$ 2,000
			\$ 10,000
Rural/Ag/Spec. Dist/Forestry		non-paying	
Chambers		non-paying	
Businesses		tbd	\$ -

RESOLUTION 12-04-P

of the

SIERRA PLANNING ORGANIZATION

REGARDING THE CALCULATION OF MEMBER CONTRIBUTIONS

AND

MEMBER CONTRIBUTIONS OF MATCHING FUNDS FOR FY2011, FY2012 AND FY2013

WHEREAS, a Joint Powers Agreement between the founding members created the Joint Powers Agency now known as the Sierra Planning Organization (SPO), and the Bylaws of that organization require SPO approval of the annual budget of the Sierra Economic Development Corporation and all financial policies related thereto; and

WHEREAS, clear policy has been lacking with regard to the rationale and methodology to be used for the calculation of annual federal funds matching requirements and the member contributions thereto.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SIERRA PLANNING ORGANIZATION DOES HEREBY ESTABLISH THE FOLLOWING POLICIES:

1. Member contributions toward meeting annual federal funds matching requirements shall be based proportionately on the populations of the potential member jurisdictions except that, in no case, shall a member's contribution be less than five hundred dollars (\$500) per year; and
2. The total federal matching fund requirement to be met by the members may be adjusted by subtracting the total of estimated contributions from non-public members from the total federal matching fund requirement and/or in accordance with such additional direction as shall be given by the Board of Directors of the Sierra Economic Development Corporation and affirmed by the Board of Directors of the Sierra Planning Organization.

FURTHER, THE BOARD OF DIRECTORS OF THE SIERRA PLANNING ORGANIZATION DOES HEREBY STIPULATE AND AFFIRM THAT THE MEMBER CONTRIBUTIONS FOR FY2010 AND FY2011 WERE IN ACCORDANCE WITH THESE POLICIES AND THE INTENT OF THE BOARD OF DIRECTORS BOTH THEN AND NOW.

FURTHER, THE BOARD OF DIRECTORS OF THE SIERRA PLANNING ORGANIZATION HEREBY APPROVES THE RECOMMENDATION OF THE BOARD OF DIRECTORS OF THE SIERRA ECONOMIC DEVELOPMENT CORPORATION TO CONTINUE THE

CONTRIBUTION AMOUNTS USED FOR THE FY2011 AND FY2012 BUDGETS, FINDING THAT THE BASES FOR THE CALCULATION OF MEMBER CONTRIBUTIONS USED FOR THE CONTRIBUTIONS TO THE FY2011 AND FY2012 BUDGETS REMAIN VALID FOR THE CONTRIBUTIONS TO THE FY2013 BUDGET.

ADOPTED THIS ____ DAY OF _____, 2012.

BOARD CHAIRPERSON

ATTESTED.

BOARD SECRETARY

MEMORANDUM

Date: April 24, 2012
To: Board Members
From: Brent Smith
Subject: Agenda Item 11, Member Contributions for FY13, Amendment of SEDCorp Bylaws regarding member contributions, and adoption of SPO policy regarding member contributions

At this time last year, the very uncertain economy and budgetary environment made it impossible to submit a proposed budget for FY 12 in the middle of the fiscal year as had previously been the practice. The preliminary FY12 budget was submitted to the Board in August, and the final budget was approved by the Board at the September 2011 Board meeting. Projecting a budget for the next fiscal year six months in advance of the start of that fiscal year continues to be problematic. However, there is an immediate need for input to the public members' budgetary process for the respective contributions to SEDCorp's matching fund requirements. In addition to providing that input, it has become important to document the method and rationale behind the contribution shares recommended to the Board. This memo, then, is intended to recommend member contribution levels for FY13 and provide an audit trail of authority and calculations by which the share amounts were reached.

Member contributions for FY13: For the third year in a row, staff recommends no increases to the member contribution amounts. The primary justification for this recommendation is that the SBA and EDA funding levels that require local matching funds have remained relatively constant for the last three years. The recommended contributions are shown in the last column of the attached spreadsheet.

Authority for member contributions:

The foundation for member contributions was established in the Joint Powers Agreement originally adopted in July 1969 that said, in part, "...the Joint Powers Agency shall fund an Economic Development District..." The mentioned Joint Powers Agency was later named the Sierra Planning Organization (SPO). When the SPO created the Sierra Economic Development District (SEDD, since renamed the Sierra Economic Development Corporation, SEDCorp) a few months later, it also created Bylaws that included the following elaboration on funding the organization(s): "The Board of Directors shall adopt an annual budget for this Corporation, taking into account *federal cost sharing* (emphasis added) and contributions of local funds and services from member counties which share shall be appropriate to meet the needs of this

Corporation's work program and with costs to member counties to be *proportionate based upon the assessed valuation of each county* (emphasis added) as estimated by the California Department of Finance for the previous year." [Article VI, Section 1] This was all the written rationale for member share calculations that existed until, at the April 2009 Board meeting, the Board began a process of reconsidering the membership of the Board and how member contributions would be calculated; discussion of potential changes continued through the remaining Board meetings in 2009.

At the December 2009 Board meeting, staff presented a recommended revised approach to membership and contributions that would decrease the contributions from the county members by increasing the number of potential contributing Board members, making provision for additional county members from those counties served by the SEDCorp loan programs and opening membership to other organizations such as utility companies, banks and other financial institutions, special districts, chambers of commerce and, potentially, others. A new methodology for calculating shares was also recommended that (1) clarified the basis for the amount of federal funds to be matched and (2) calculated contribution shares based on the populations of the member cities, counties and other membership categories. The corresponding recommended share amounts were captured in the attached spread sheet distributed with the December 2009 Board packet. The recommended revised membership and contributions was again discussed at the February 2010 Board meeting and, at the March 2010 Board meeting, the Board approved the contribution amounts for the FY11 SEDCorp budget as shown in the attached spreadsheet, giving implied approval of the calculation methodology. In March 2011, the Board approved staff's recommendation of the same contribution amounts for the FY12 SEDCorp budget as there were only minor differences in the matching funds requirement and the populations of the member jurisdictions. That approval reinforced the implied approval of the calculation methodology used to create the attached spreadsheet.

Member share calculation methodology:

The attached spreadsheet begins (at the top) with the amount of local funding required to meet the SBA and EDA federal matching funds requirement. From that number, the estimated contributions from utility companies, banks, financial institutions or other members is subtracted. As shown at the lower left of the spread sheet, those contributions were estimated to total \$10,000. Though no such funds have been received, staff has been able to make up the amount from loan program and contract/project earnings and has not had a need to revise the calculations and consequently increase the recommended member shares from the cities and counties. During deliberations of the revised methodology, the Board concluded that membership in SEDCorp has a "good faith" value to even small jurisdictions of at least \$500 per year. Using that criterium, an initial calculation of member shares was completed based solely on proportionate shares by population. For those jurisdictions whose small populations resulted in a preliminary contribution of less than \$500, their contribution was adjusted upward to \$500. Contributions from the remaining city and county members were then calculated by distributing

the remaining amount needed to meet the matching fund requirement between the jurisdictions proportional to their populations. The result is shown in the spreadsheet's far right column.

Recommended Board action:

In keeping with the history and rationale provided above, staff requests the following actions:

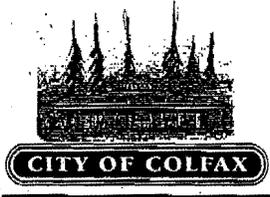
1. By motion, second and majority vote, SEDCorp Board approval of amendment to Section 1, Article VI of the Bylaws to read as follows (altered or added wording shown in italics):

"The Board of Directors shall adopt an annual budget for this Corporation, taking into account federal cost sharing and contributions of local funds and services from member organizations, which share shall be appropriate to meet the needs of this Corporation's work program, and with costs to member public jurisdictions to be proportionate based upon the population of each public jurisdiction as estimated by the California Department of Finance for the previous year except that, in no case, shall a member's contribution be less than five hundred dollars (\$500) per year. The total federal matching fund requirement to be met by the members may be adjusted by subtracting the total of estimated contributions from non-public members from the total federal matching fund requirement and/or in accordance with such additional direction as shall be given by the Board of Directors of the Sierra Economic Development Corporation and affirmed by the Board of Directors of the Sierra Planning Organization. Said budget shall be subject to review and approval by the Sierra Planning Organization. The proposed budget shall be drafted by the Budget Committee and shall be distributed to the members of the corporation no later than the last Wednesday of July of each year."

2. By motion, second and majority vote, SEDCorp Board recommendation of the continuation of the last two years' contribution amounts as the members' contributions for the FY13 budget; and
3. By motion, second and majority vote, SPO Board approval of the attached Resolution that will (a) formally memorialize Board policy regarding the calculation of member contributions, including those contributions for the FY11 and FY12 SEDCorp budgets, and (b) approve the SEDCorp Board's recommendation of contributions for the FY13 SEDCorp budget.

2 Attachments: member contributions spreadsheet

SPO Resolution 12-04-P



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
May 23, 2012**

Agenda Item No.

11C

To: Honorable Mayor and Members of the City Council
From: Bruce Kranz, City Manager
Date: May 17, 2012
Subject: Consideration and discussion of putting Sewer Charges on Property Tax Bills

Recommended Action: Discuss and direct staff

ISSUE STATEMENT AND DISCUSSION:

This subject has been brought up many times in the past and after significant research City Attorney, Mick Cabral has stated that the City of Colfax Municipal Code allows the City to collect Sewer Charges on the Placer County property tax bills. It is not subject to Proposition 218 and does not need to be put onto the ballot for vote by the citizens as stated in the past.

This process would eliminate the Bi-Monthly bills and the city would be paid by Placer County for the Sewer Charges at the same time the County pays the city for property taxes. This would also remove any question of the Property Owners getting the bills. City Attorney, Mick Cabral will be able to explain this process in detail.

FINANCIAL AND/OR POLICY IMPLICATIONS:

No changes in revenue except payments would be received four times a year rather than on going.