CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR KIM DOUGLASS • MAYOR PRO-TEM TOM PARNHAM
COUNCILMEMBERS • KEN DELFINO • STEVE HARVEY • TONY HESCH

REGULAR MEETING AGENDA
September 9, 2015
Regular Session begins at 7:00 PM

1) CONVENE OPEN SESSION

1A. **Pledge of Allegiance**

1B. **Roll Call**

1C. **Approval of Agenda Order**

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

RECOMMENDED ACTION: By motion, accept the agenda as presented or amended.

2) CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

2A. **Minutes City Council Meeting of August 12, 2015**

Recommendation: Approve the Minutes of the Regular Meeting of August 12, 2015.

2B. **Cash Summary Report July 2015**

Recommendation: Receive and File.

3) PRESENTATION AND RECOMMENDED ACTION

3A. **Sierra Valley Energy Joint Powers Authority Agreement, Jenine Windeshausen, Placer County Treasurer-Tax Collector**

RECOMMENDED ACTION: Approve Resolution 35-2015 Authorizing participation of the City of Colfax in the Joint Powers Authority, Sierra Valley Energy, and Designating a City Council Representative and Alternate.

4) COUNCIL, STAFF AND OTHER REPORTS

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

4A. **Committee Reports and Colfax Informational Items - All Councilmembers**

4B. **City Operations Update – City staff**

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

5) PUBLIC COMMENT

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

6) COUNCIL BUSINESS

6A. **Administrative Policies and Procedures Updates**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATIONS: Adopt Resolution 36-2015 Adopting the City of Colfax Travel Policy, Use of City Vehicles Policy, Cell Phone Use Policy, and Technology Policy.

6B. **Animal Control Services Contract Update**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Approve and Adopt Resolution 37-2015: Authorizing the City Manager to execute an update to the agreement with Placer County Department of Health and Human Services for Animal Control and Care Services and continue to explore cost control measures.

6C. **Proposed City Impact Fee Program and General Plan Circulation Updates**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Discuss and Direct Staff as Appropriate

7) ADJOURNMENT

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

Lorraine Cassidy, City Clerk

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

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, August 12, 2015
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CALL REGULAR MEETING TO ORDER

The Regular Council Meeting was called to order at 6:59 PM by Mayor Douglass.

1A. **The Pledge of Allegiance** was led by Elaine Lieske, Business Owner.

1B. **Roll Call:**
Councilmembers present: Delfino, Douglass, Harvey, Hesch and Parnham

1C. **Approval of Agenda:**
On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council approved the agenda.
AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

2 PRESENTATION

2A. **Presentation and Discussion: Potential Joint Powers Authority (JPA) for mPower Home Energy Funding**

City Manager Miller introduced Jenine Windeshausen, Placer County Treasurer-Tax Collector. Ms. Windeshausen gave each Councilmember a packet and explained that mPower is a very successful loan program offered to Placer County and Folsom residents. The County issues loans with strict parameters to be used for energy and water conservation projects on both residential and commercial properties. Typical loans go towards solar systems, high efficiency windows, or water conservation products. Payments for the loans are added to property tax bills at 6% interest. The loans encourage job growth and sales tax revenues for Placer County jurisdictions. The County is requesting that Colfax join with Placer County in a Joint Powers Authority (JPA) to enable the County to continue the program and expand it to other localities. The JPA will not create a financial risk for Colfax. Ms. Windeshausen would like to take a proposal for the JPA to the County Board of Supervisors next Tuesday and bring a proposed agreement back to City Council in September. Council and the public discussed the loan program and the proposed JPA. Council gave direction to staff to review the potential agreement and bring it back to Council.

2B. **Presentation: Malcolm Frost, President Placer Sierra Railroad Heritage Society, Railroad Days**

Mr. Frost elaborated on the activities planned for Railroad Days, September 11-13th. This will be a special celebration of the 150th Anniversary of the transcontinental railroad. Railroad Days will begin on Friday, the 11th with a dinner served by the Lion's Club. Tickets will be on sale soon at local businesses. On Saturday and Sunday, the event will feature live steam train rides for children, wooden train kits, 3 model railroads, and many other family friendly activities. He encouraged everyone to participate. Mr. Frost thanked the City and Chamber for their support.

3 **CONSENT CALENDAR**

3A. Minutes City Council Meeting of July 8, 2015 Meeting
Recommendation: Approve the Minutes of the Regular Meeting of July 8, 2015.

3B. Cash Summary Report June 2015
Recommendation: Receive and File**.**

3C. Coastland Contract for On-call Site Inspection Services
Recommendation: Adopt Resolution 29-2015 Authorizing the City Manager to execute a contract with Coastland Engineering for building site and construction inspection services on an as needed basis not to exceed $25,000.

3D. Bureau Veritas Contract for On-call Building Inspection Services
Recommendation: Adopt Resolution 30-2015 authorizing the City Manager to execute a contract with Bureau Veritas for Building Inspection services on an as needed basis not to exceed $50,000.

3E. Certify compliance with Fiscal Year 2014-2015 Appropriation Limitation and Establish Appropriation Limitation for Fiscal Year 2015-2016
Recommendation: Adopt Resolution 31-2015 certifying compliance with the 2014-2015 Appropriation Limitation and establishing the Appropriation Limitation for the 2015-2016 fiscal year

3F. Quarterly Investment Report, 2nd Quarter 2015
Recommendation: Accept and File

3G. Approval of Lift Station #2 Phase 2 Pump Upgrade
Recommendation: Authorize the City Manage to purchase two new lift station pumps in the amount of $14,419.98 and have them installed for an amount not expected to exceed $5,000.

Mr. Will Stockwin asked to pull Item 3C from the Consent Calendar. Councilmember Delfino requested Council also consider Item 3D separately.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Parnham, the City Council approved Items 3A, 3B, 3E, 3F and 3G.

AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

3C. Coastland Contract for On-call Site Inspection Services
Recommendation: Adopt Resolution 29-2015 Authorizing the City Manager to execute a contract with Coastland Engineering for building site and construction inspection services on an as needed basis not to exceed $25,000.

City Manager Miller explained that Building Inspection and Construction Site services are needed only when building activity occurs in the City, so staff is requesting approval of contracts to extend beyond the City Manager $5,000 signature limit.

Mr. Stockwin of 525 Pine Street informed Council that his experience with Coastland Engineering was frustrating and expensive. Several years ago Coastland provided Building Inspection services for the City. A single individual was not assigned to be the City Inspector. Therefore each time he needed inspection services, a new inspector was on site. This caused delays and difficulty hiring a contractor willing work in a jurisdiction using Coastland. City Manager Miller explained that Coastland is providing an engineer for Site Inspection Services and only one inspector, Travis Williams, is assigned to work under this contract. Councilmember Delfino stated that the contract should include an end date. City Manager Miller agreed that June 30, 2016 would be the end date for the

Coastland Contract. Typically, contract expenses require annual approval by City Council in the City budget process.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Parnham, the City Council approved Resolution 29-2015 Authorizing the City Manager to execute a contract with Coastland Engineering for building site and construction inspection services on an as needed basis not to exceed $25,000.

AYES: Douglass, Harvey, Hesch, Parnham
NOES: Delfino

3D. Bureau Veritas Contract for On-call Building Inspection Services

Recommendation: Adopt Resolution 30-2015 authorizing the City Manager to execute a contract with Bureau Veritas for Building Inspection services on an as needed basis not to exceed $50,000.

Councilmember Delfino inquired why the City needs two inspection contracts for building. City Manager Miller explained that site inspection requires a different set of skills than those required by a Building Official. The Building Official that has been provided by Bureau Veritas is performing inspections and implementing systems for the Building Department to run more effectively. He is also taking on the Code Enforcement duties for the City. Councilmember Delfino noted that this contract also has no end date. He asked why the Scope of Work includes overtime rates since the contract specifically states that the City will not pay overtime to the consultant. City Manager Miller explained that on rare occasions the property owner could request an after-hours inspection and would be required to pay for the overtime. City Manager Miller stated that the contract would include an addendum to end on June 30, 2016.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Parnham, the City Council approved Resolution 30-2015 authorizing the City Manager to execute a contract with Bureau Veritas for Building Inspection services on an as needed basis not to exceed $50,000.

AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

4 COUNCIL, STAFF AND OTHER REPORTS

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

Councilmember Hesch

- Suggested that the City use the Billboard time-slot to recognize the efforts of firefighters. Council concurred with his suggestion.
- Requested that the City allow Railroad Days to advertise on the billboard earlier than the prescribed 20 days.
- Commented that the mural façades in historic downtown are looking good and would like to provide an incentive for more businesses to upgrade the murals.
- The Caboose is projected to be completed by October.
- Commented that the “energy” in town during the Railroad Crossing paving project was very refreshing.
- The I-80 ramp improvement project for the Surface Transportation Assistance Act (STAA) truck route is coming along nicely. Crispin Cider is largely responsible for the fast-track of the project which would have normally taken several more years to begin.

Councilmember Delfino

- Nothing to report

Mayor Pro Tem Parnham

- Warned everyone to be cautious about mosquitos and West Nile Virus because the drought is actually concentrating wildlife around waterholes and thus the spread of the disease.
- Commented that he is happy to see some life downtown in the evenings.

Mayor Douglass

- Attended the Placer County/City Officials Dinner in Auburn. It's a good opportunity to meet other representatives in local government.
- Attended the Chamber event.
- Commented about the success of the "Colfax Has Talent" event held at the theater with a standing room only crowd. It was nice to see so many people in town.
- The City hosted 32 French students two times as they traveled by train through Colfax.
- Courage Worldwide, which has a 40 acre ranch in Lincoln as a refuge for victims of the slave trade, will have a fundraising event at the Colfax Theater.
- Attended the Railroad Days planning meeting and suggested that railroad pushcart races would be a fun addition to the event, if the sponsors could obtain pushcarts.
- Attended the SEDCorp meeting.
- Attended the town hall meeting with Congressman LaMalfa that Councilmember Delfino organized.

Councilmember Harvey

- Nothing to report.

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

City Manager Miller

- Commended Colfax Fire Chief Chris Paulus for his outstanding job as the initial commander of the Lowell Fire. Chief Paulus has provided a map for Council which delineated the extent of the fire.
- Thanked Councilmember Delfino for his part in a new plaque from the Kiwanis Club commemorating the history of the flag in Council Chambers. The flag has the same number of stars as the flags from 1910 when Colfax was founded.
- Updated Council on the Grass Valley Street Railroad Crossing Project. The contractor, Central Valley Engineering & Asphalt, is a great contractor. The construction crew commented about how polite the people of Colfax have been to them. The road will be completely closed on Thursday, August 13 for paving. The bulk of construction will be complete on Friday.

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

Ty Conners, Placer County Sheriff's Colfax Substation Commander:

- Reported that the Lowell Fire is at 95% containment with 66 personnel finishing the "mop up". He and Officer Barker manned the command post during the height of the incident. He commented that we are very fortunate to have Chief Paulus as our first responder because, as the local man, he knew exactly how much equipment to deploy to keep the fire from coming over the ridge and impacting Dutch Flat or Colfax.

- Suggested that the Sheriff and City team up to hold a public workshop to inform the community about what to do in case of an evacuation.
- He strongly suggested that everyone register their cell phone with Placer Alert (https://member.everbridge.net/index/453003085611271#/login) to receive notifications of evacuations and local emergency incidents.
- Please report any homeless camps to the Sheriff's department as there may be an influx resulting from the new Placer County "no camping" ordinance.
- He thanked Foxey McCleary for her hard work watering the hanging baskets.
- Sheriff and CHP officers will help direct traffic during the road closure tomorrow.
- The substation is still a work in progress.

  Councilmember Harvey commented that Chief Paulus is indeed a wonderful asset to the town. The Chief has mentally fought every potential fire scenario dozens of times to be prepared to spring into action at anytime.

  City Manager Miller suggested that the City host a Thank You Event in October to thank Fire and Public Safety personnel for their efforts. Council agreed.

Chris Nave, Public Information Officer for Gold Run California Highway Patrol (CHP)

- Remarked that the response to the local fires, including one started by a truck on I-80 but contained to less than an acre, has been impressive.
- Please report transient camps to public safety as these often pose a great fire danger.
- CHP will assist with traffic during the road closure and with extra traffic resulting from the start of school.
- CHP will host a Car Seat event on August 29th from 9-11 at the Mar-Val Sierra Market. Parents can get their car seat installation checked and exchange the car seat if it is determined to be unsafe.
- A Bike Rodeo is planned for September/October at Colfax Elementary School.

Frank Klein, Colfax Chamber of Commerce President

- Announced that the Chamber will sponsor a one-year anniversary ribbon cutting for L'Orange Beauty Salon on Tuesday, September 18th.
- The Chamber needs hosts for the September and October mixers.
- Attended the joint mixer with Auburn and Foresthill Chambers – the three organizations are working out details for occasionally meeting together.

5 PUBLIC COMMENT

Daniel Crenshaw, 33 W Oak St

- Looking forward to Railroad Days.
- He has enjoyed seeing the town getting rejuvenated and feels it would be a perfect time for the City to spruce up, especially filling in the potholes.
- He mentioned that there is a dead limb on a pine at 340 Pleasant Street that needs to be cut.

Will Stockwin, 525 Pine Street

- He is happy to see that CALFire is here to keep Colfax safe and commented that if the State of Jefferson were to be created we would not have the resources of CALFire available in an emergency.

- Thanked Foxey McCleary for her efforts to water the hanging baskets. (General applause for Foxey)

Sue Carmichael, Friends of the Library

- Seeking support for a month long Railroad Safety program in conjunction with Railroad Days 2016.
- Requested that everyone using Amazon for online purchasing select the Friends of the Library link. Amazon sends funds directly to the Friends of the Library checking account.

Jeannie Claxton, 285 Alpine Way

- Mentioned that Chief Paulus' goal before he retires is to be sure that firebreaks are in place to protect Colfax.
- Suggested that the City re-instate the Community Clean-up Day. In the past, 20 or more people came to clean sidewalks, assist homeowners with trimming, etc.
- Thanked the City for the signs directing people to the Sierra Vista Community Center.

6 PUBLIC HEARING

The Mayor recessed the City Council meeting and convened the Planning Commission at 8:55PM.

6A. **Design Review Permit for the Canyon Creek Self Storage Facility**
STAFF PRESENTATION: Amy Feagans, Planning Director
RECOMMENDED ACTION: PLANNING COMMISSION - Adopt Resolution 33-2015 Approving the Design Review Permit for the Canyon Creek Self Storage Facility to be located on a 3.83 - acre parcel (APN 101-132-043) in the Commercial Highway (CH) Zone.

City Manager Miller introduced Amy Feagans, Colfax Planning Director, stating that she has done a very thorough job processing the permit. City Planner Feagans briefly described the project as a self-storage facility on a 3.8 acre parcel zoned Commercial Highway. A self-storage facility is a prescribed use in a Commercial Highway zone so; this hearing is not to determine if the applicant can use this site as a self-storage. This is a review of the design. This application is eligible for administrative approval, but staff chose to hold a public hearing. The project will be 14 buildings with a manager's residence. This type of facility has the lowest traffic generated for a commercial use. Landscaping details are not part of this review but the developer will comply with the City Tree Ordinance which requires a one-to-one replacement of existing trees.

Commissioners Harvey, Hesch, and Delfino all agreed that, in light of information from Chief Paulus regarding the overpopulation of our forested areas, the City Tree Ordinance may need to be updated. Commissioner Harvey asked Sergeant Conners if this type of development tends to be used for illegal drug trafficking/manufacture. Sergeant Conners indicated that there is minimal risk for illegal activities. Commissioner Hesch suggested that more street lighting be added to the plan. He commented that the retaining wall design looks good but would like to be sure that the walls are screened by vegetation. Commissioner Delfino suggested that excess trees for mitigation could be donated to a park area and that it would be important to choose fire resistant species.

The Chairman opened the Public Hearing for Design Review Permit for the Canyon Creek Self Storage Facility at 9:05PM.

The applicant, Andy Weinberg, addressed some of the comments from the Commission. He indicated that the project will have good lighting when built. He stated the area is currently dark because trees are blocking light from the street light. The concern regarding illegal activities will be alleviated by state-of-the-art security cameras. The project includes a home for the manager to live on site. The gates will be operated by a card key and will only be available during regular hours, not 24 hours/day. The retaining walls will be of an attractive brick with no sharp edges and screened by trees. The project will also include a fire hydrant system for adequate fire safety.

Comments from members of the public:
Carol Park of 218 Incline Drive stated that she feels the proposed driveway location will be a safety concern for the adjacent playground.
Joyce Carter, 22315 Far Far A Way, voiced concerns regarding the entrance to the facility lining up with the road. She indicated that drivers may use Incline Way to access the storage area.
Rick Mollaly, 225 Incline Drive, stated that there is not much wrong with the proposed project. It could be improved with a different entrance, perhaps at the base of Canyon Creek Drive.
Lynn Tausch, Realtor and property manager, questioned the zoning of the access on a residential street. City Planner Feagans replied that the zoning follows the parcel line, generally to the center of the street.
Tim Smith, owner of a Colfax Self Storage Facility, supports the project and suggested that the City consider a sidewalk for the street adjacent to the lower 2 buildings.
Ms. Tausch stated that she will support the facility if the access is changed. The City needs to consider the line of sight for the residents.
Shannon Anderson, resident of Cedar Ridge Apartments, stated that she is happy that the site will be a storage facility and not some other use. The developer has done a good job with the landscaping in the apartment complex and the proposed facility will also be attractive.

The Chairman closed the Public Hearing for Design Review Permit for the Canyon Creek Self Storage Facility at 9:43PM.

City Manager Miller stated that staff has looked at the site extensively. In general it is best to line driveways up with existing streets. The developer has carefully selected fencing types that will be the least impactful and modified the design of the building that can be seen from the street so that the peaked roof will mirror the residents nearby. Planner Feagans handed out a rendering of the building showing that it will be screened by the existing vegetation. Applicant Weinberger stated that moving the entrance to Canyon Creek Drive would create a fill imbalance and increased visual impact. An entrance from the major road would not only require 10 to 12 foot retaining walls, it would create an issue with site distance for driving on Canyon Creek Drive. City Manager Miller stated that sidewalks and landscaping will be part of the next level of approval.

Commissioners Delfino and Hesch expressed concern about the project based on the public comment.

Mr. Weinberg requested that the commission make a decision tonight and not continue the procedures for another month. He stated that the plan is designed to have minimum impact on neighboring properties. As the developer of the homes in the adjacent subdivision, his plan has always been to maintain the standards of living for the residents.

On a motion by Commissioner Parnham, seconded by Commissioner Hesch, the Planning Commission adopted Resolution 33-2015 Approving the Design Review Permit for the Canyon Creek Self Storage Facility to be located on a 3.83- acre parcel (APN 101-132-043) in the Commercial Highway (CH) Zone.

AYES: Douglass, Harvey, Hesch, Parnham
NOES: Delfino

The Planning Commission adjourned and the City Council reconvened for the remainder of the meeting.

7 COUNCIL BUSINESS

7A. Process Recommendation for Encouraging Downtown Building Murals

STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATIONS: Discuss and Direct Staff

City Manager Miller commented that the painting of façade murals above two downtown businesses has improved the look of downtown and turned the discussion over to Councilmember Hesch.

Councilmember Hesch proposed that, as an incentive to other businesses, Council refund the permit fees paid by those two businesses and suspend fees for other businesses until December 31, 2015. Councilmember Hesch also offered to donate $100 to business owners who gain design approval and have murals painted by the end of the year. Foxey McCleary stated that this reduction will be helpful in obtaining the equipment for the painter and encourage applications. Councilmember Harvey asked if this would engender a liability for the City. City Attorney Cabral replied that it would not.

On a motion by Councilmember Hesch, seconded by Councilmember Delfino, the City Council approved waiving the application fee for murals submitted before December 31, 2015 and authorized refunding the fees for the two recent mural applications.

AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

7B. Grand Jury Response

STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Approve Letter of Response

City Manager Miller explained that the Grand Jury inquiry is a reoccurring event. The Grand Jury examined City policies and noted that some of the current City policies should be in writing. Council is asked to approve the response letter to the Grand Jury delineating when the City will comply with its findings. City Clerk Cassidy stated that staff is in the process of updating the policies and will bring them back to Council for approval in September, but in the meantime the response letter will be mailed to the Grand Jury to inform them of the City timeline for compliance.

On a motion by Councilmember Delfino, seconded by Mayor Pro Tem Parnham, the City Council approved the response letter to the Grand Jury.

AYES: Delfino, Douglass, Harvey, Hesch, Parnham
NOES: None

7C. **Recruitment Status, Job Descriptions and Salary Schedules for Chief Plant Operator, Technical Services Administrator, Community Services Director and Administrative Assistant**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Receive staff presentation, discuss and approve Resolution 34-2015 as appropriate.

City Manager Miller stated that staff has several personnel positions for Council to address. The Wastewater Treatment Chief Plant Operator position is ready for recruitment with a 20% salary increase to recruit a good pool of applicants. Staff would like to advertise for 30 days. The salary increase for the Technical Services Manager is not a recruitment but a reflection of the duties that the position now encompasses. The new Community Services Director, Wes Heathcock, will begin with the City on August 17, 2015 at the new salary range. Staff is conducting an equity study for the upcoming Union negotiations.

Councilmember Harvey commented that the job description updates had some missing duties. City Manager Miller agreed to bring back the job description updates. Councilmember Harvey will communicate with City Manager Miller via email. Councilmember Delfino inquired why the job description for Community Services Director doesn't require certificates. City Manager Miller explained that the Community Services Director position is a management position which requires no certificates to oversee employees. City Manager Miller requested that the Council approve the salary schedules for Wastewater Treatment Chief Plant Operator, Technical Services Manager and Community Services Director.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Parnham, the City Council approved Resolution 34-2015 approving the salary schedules.

AYES: Douglass, Harvey, Hesch, Parnham
NOES: Delfino

Councilmember Delfino stated that he felt it would be better to have one individual who could do building and site inspections as well as manage the Community Services Department.

Mayor Douglass adjourned the meeting at 10:36PM.

Respectfully submitted to City Council this 9th day of September 2015.

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 9, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 21, 2015
SUBJECT: City of Colfax Cash Summary Report: July 2015

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report: July 2015.

SUMMARY:
Staff recommends that the Council accepts and files the Colfax Cash Summary Report: for July 2015.

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

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

CONCLUSION:
The attached reports reflect an overview of the financial transactions of the City of Colfax in June 2015.

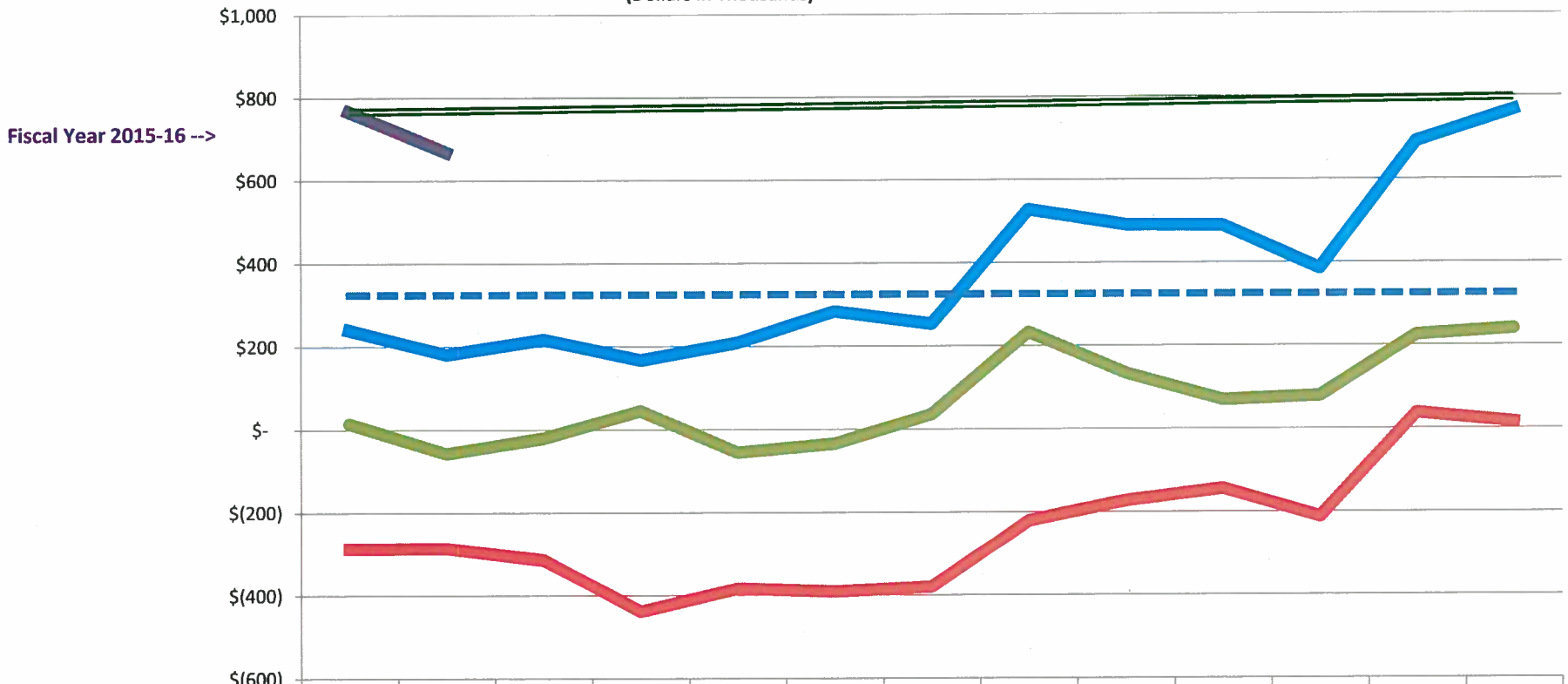
Monthly highlights include:

- General Fund Reserved Cash is tracking consistently with previous years and our General Fund Reserve balance has been met consistently for the past six months. The decrease in Fund Balance is primarily due to the payment for quarterly Sheriff contract costs.

ATTACHMENTS:

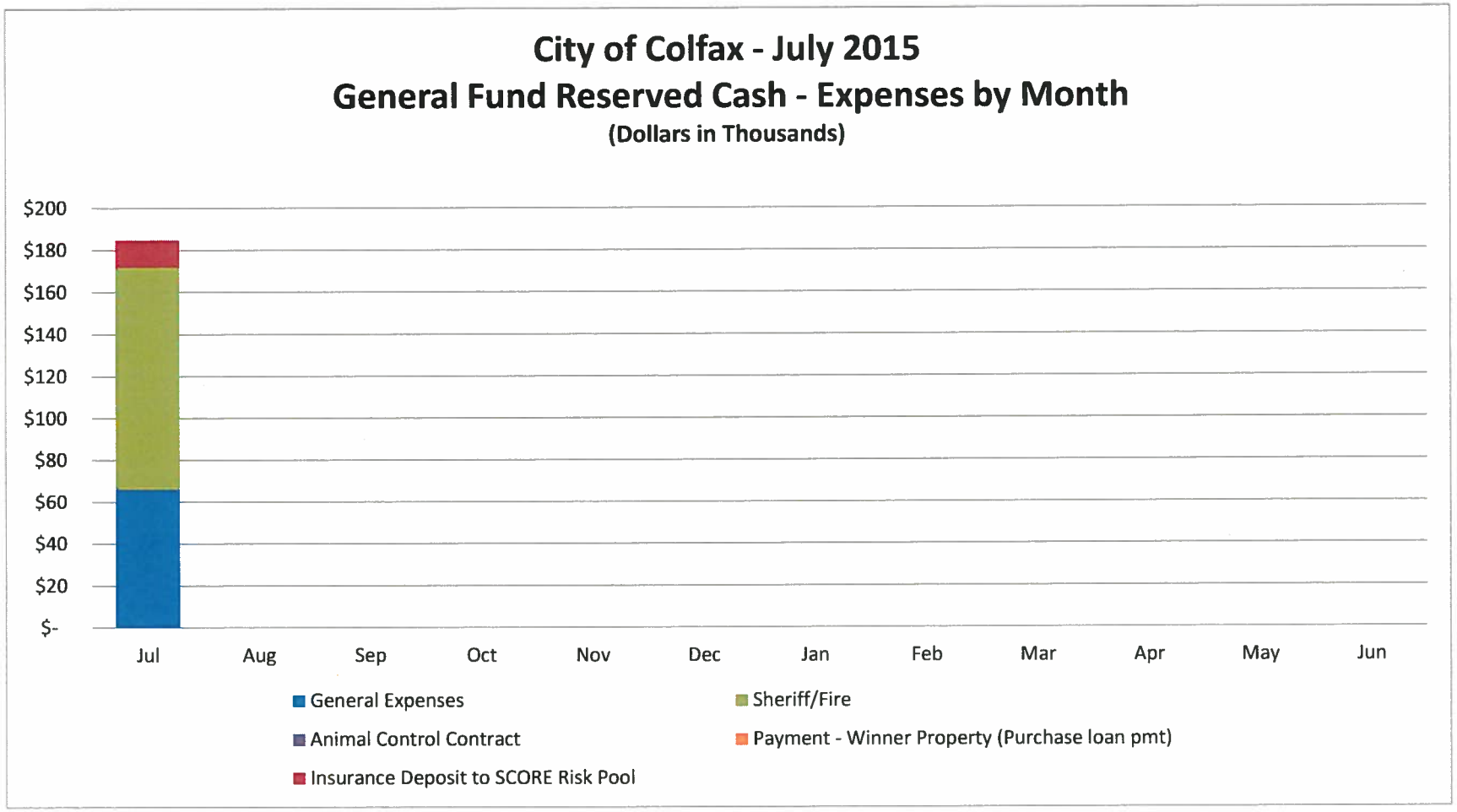
1. General Fund Reserved Cash Analysis Graphs
    a. Cash Analysis – Balance
    b. Expenses by Month
    c. Revenues by Month
2. Cash Activity Reports
    a. Cash Summary
    b. Cash Transaction Report – by individual fund
    c. Check Register Report
    d. Daily Cash Summary Report

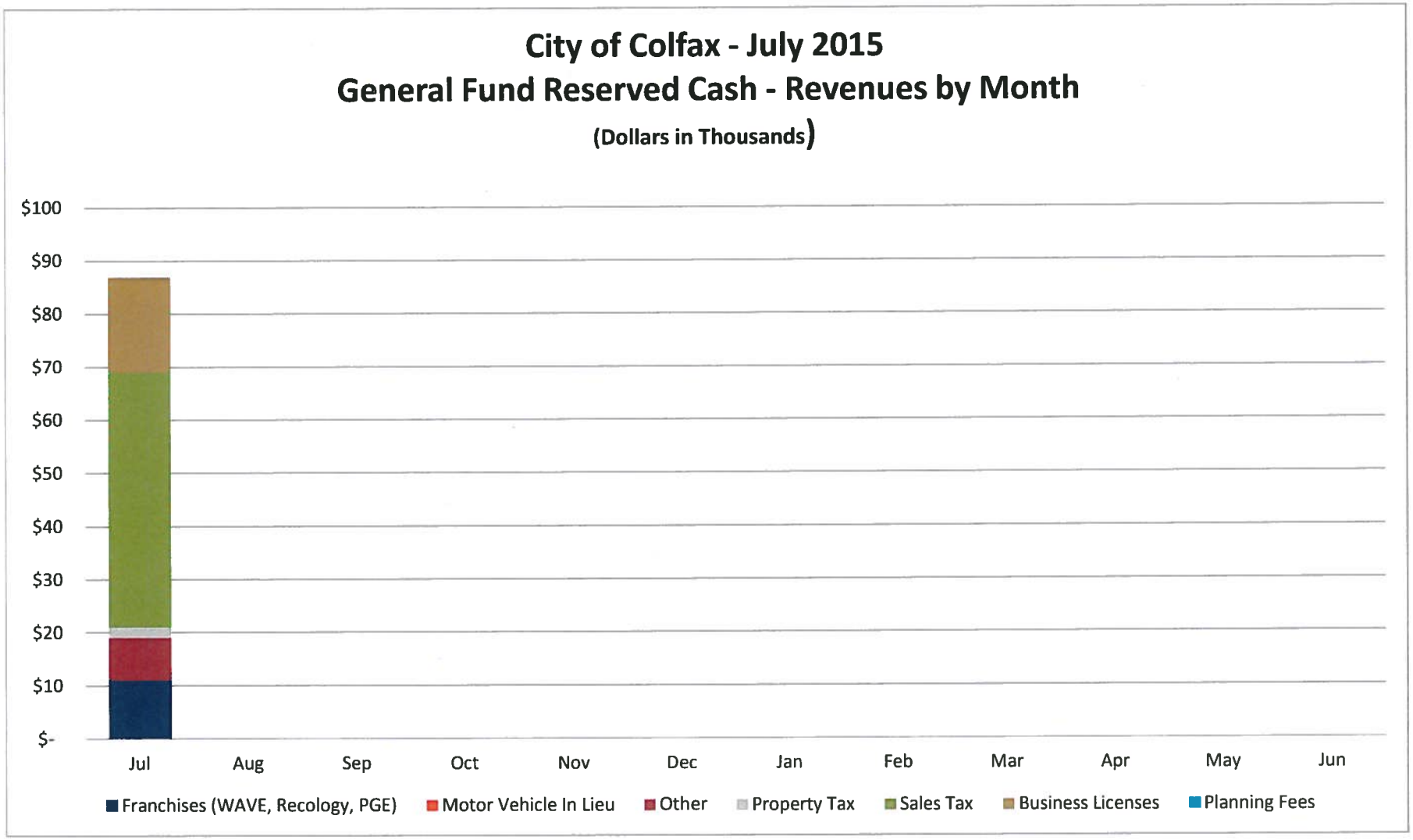
City of Colfax - July 2015
General Fund Reserved Cash Analysis
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2015-16	$767	$669											
Cash Balance FY2014-15	$240	$181	$217	$167	$209	$284	$253	$528	$491	$489	$385	$691	767
Cash Balance FY2013-14	$15	$(57)	$(20)	$45	$(55)	$(34)	$36	$233	$134	$69	$79	$225	240
Cash Balance FY2012-13	$(287)	$(286)	$(314)	$(438)	$(383)	$(391)	$(380)	$(221)	$(173)	$(144)	$(212)	$37	15
*Reserves Target 25%	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	325
Budget FY2016	$767	$770	$772	$775	$777	$780	$782	$785	$787	$790	$792	$795	797

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


City of Colfax - July 2015
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
General Expenses
Sheriff/Fire
Animal Control Contract
Payment - Winner Property (Purchase loan pmt)
Insurance Deposit to SCORE Risk Pool


City of Colfax - July 2015
General Fund Reserved Cash - Revenues by Month
(Dollars in Thousands)
$100
$90
$80
$70
$60
$50
$40
$30
$20
$10
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Franchises (WAVE, Recology, PGE)
Motor Vehicle In Lieu
Other
Property Tax
Sales Tax
Business Licenses
Planning Fees

City of Colfax
Cash Summary
July 31, 2015

	Balance 06/30/15	Revenues In	Expenses Out	Transfers	Balance 07/31/2015
US Bank	$ 137,142.23	$ 219,667.61	$ (394,952.73)	$ 225,000.00	$ 186,857.11
LAIF	$ 3,571,245.63	$ 2,080.16		$ (225,000.00)	$ 3,348,325.79
LAIF - County Loan	$ -				$ -
Total Cash - General Ledger	$ 3,708,387.86	$ 221,747.77	$ (394,952.73)	$ -	$ 3,535,182.90
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 3,708,687.86	$ 221,747.77	$ (394,952.73)	$ -	$ 3,535,482.90

Change in Cash Account Balance - Total **$ (173,204.96)**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable) $ (363,513.30)
3. Cash Receipts - Daily Cash Summary Report $ 117,755.86

Payroll Checks and Tax Deposits	$ (29,816.07)	
Utility Billings - Receipts	$ 100,402.27	
LAIF Interest	$ 2,080.16	
Voided check	$ -	
Bank Service Charges/Paypal/Void	$ (113.88)	
	$ (173,204.96)	$ -

Prepared by: Laurie Van Groningen 8/10/15
Laurie Van Groningen, Finance Director

Reviewed by: Mark Miller 9/2/15
Mark Miller, City Manager

City of Colfax

Cash Transactions Report - July 2015

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	$ 1,028,419.07	$ 76,462.52	$ (184,654.09)	$ 920,227.50
Fund: 120 - Land Development Fees	$ 8,836.69	$ -	$ (498.75)	$ 8,337.94
Fund: 570 - Garbage Fund	$ (270,556.92)	$ 10,750.00	$ -	$ (259,806.92)
Fund Type: 1.11 - General Fund - Unassigned	**$ 766,698.84**	**$ 87,212.52**	**$ (185,152.84)**	**$ 668,758.52**
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	$ 30,767.26	$ -	$ -	$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	$ 761,325.86	$ 24,387.32	$ (4,713.09)	$ 781,000.09
Fund Type: 1.14 - General Fund - Restricted	**$ 792,093.12**	**$ 24,387.32**	**$ (4,713.09)**	**$ 811,767.35**
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	$ 62,904.05	$ 15.10	$ -	$ 62,919.15
Fund: 211 - Mitigation Fees - Drainage	$ 3,035.68	$ 1.88	$ -	$ 3,037.56
Fund: 212 - Mitigation Fees - Trails	$ 42,529.55	$ 26.17	$ -	$ 42,555.72
Fund: 213 - Mitigation Fees - Parks/Rec	$ 97,394.40	$ 59.59	$ -	$ 97,453.99
Fund: 214 - Mitigation Fees - City Bldgs	$ 940.25	$ 0.59	$ -	$ 940.84
Fund: 215 - Mitigation Fees - Vehicles	$ 4,474.78	$ 1.06	$ -	$ 4,475.84
Fund: 217 - Mitigation Fees - DT Parking	$ 26,509.35	$ 16.39	$ -	$ 26,525.74
Fund: 218 - Support Law Enforcement	$ 20,776.44	$ -	$ (25,000.00)	$ (4,223.56)
Fund: 241 - CDBG Housing Rehabiliation	$ 94,388.90	$ 58.34	$ -	$ 94,447.24
Fund: 244 - CDBG MicroEnterprise Lending	$ 119,562.33	$ 373.58	$ -	$ 119,935.91
Fund: 250 - Streets - Roads/Transportation	$ -	$ 90.00	$ (26,855.01)	$ (26,765.01)
Fund: 253 - Gas Taxes	$ 38,824.99	$ 6,478.08	$ (1,562.43)	$ 43,740.64
Fund: 270 - Beverage Container Recycling	$ 33,031.27	$ 20.42	$ -	$ 33,051.69
Fund: 280 - Oil Recycling	$ 3,553.91	$ 2.66	$ (2,201.83)	$ 1,354.74
Fund: 286 - Community Projects	$ 5,242.65	$ 3.24	$ -	$ 5,245.89
Fund: 292 - Fire Department Capital Funds	$ 63,814.73	$ 38.55	$ -	$ 63,853.28
Fund: 343 - Recreation Construction	$ 2,170.00	$ 0.45	$ -	$ 2,170.45
Fund Type: 1.24 - Special Rev Funds - Restric	**$ 619,153.28**	**$ 7,186.10**	**$ (55,619.27)**	**$ 570,720.11**
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	$ 89,777.46	$ 34.90	$ (19,448.76)	$ 70,363.60
Fund: 360 - Rule 20A Undergrounding	$ (0.00)	$ -	$ -	$ (0.00)
Fund: 370 - North Main Street Bike Route	$ -	$ -	$ (187.50)	$ (187.50)
Fund Type: 1.34 - Capital Projects - Restricted	**$ 89,777.46**	**$ 34.90**	**$ (19,636.26)**	**$ 70,176.10**
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	$ 310,109.83	$ 64,156.37	$ (105,087.52)	$ 269,178.68
Fund: 561 - Sewer Liftstations	$ 363,005.07	$ 10,073.21	$ (24,743.75)	$ 348,334.53
Fund: 563 - Wastewater Treatment Plant	$ 436,391.24	$ 27,297.27	$ -	$ 463,688.51
Fund: 564 - Sewer Connections	$ 41,080.00	$ -	$ -	$ 41,080.00
Fund: 565 - General Obligation Bond 1978	$ 20,178.39	$ -	$ -	$ 20,178.39
Fund: 567 - Inflow & Infiltration	$ 269,900.63	$ 1,400.08	$ -	$ 271,300.71
Fund Type: 2.11 - Enterprise Funds - Unassigi	**$ 1,440,665.16**	**$ 102,926.93**	**$ (129,831.27)**	**$ 1,413,760.82**
Grand Totals:	**$ 3,708,387.86**	**$ 221,747.77**	**$ (394,952.73)**	**$ 3,535,182.90**

Check Register Report

Checks Processed July 2015

Date: 08/10/2015
Time: 6:58 pm
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							
50909	07/01/2015	Reconciled		19695	STATE WATER RESOURCES CONTROL	OIT Certificate Bret Ellis	170.00
50910	07/10/2015	Reconciled		01448	AMERIGAS - COLFAX	Propane Sheriff Sub Station	64.74
50911	07/10/2015	Reconciled		01500	ANDERSON'S SIERRA	WWTP Supplies	172.02
50912	07/10/2015	Reconciled		01790	AUBURN OFFICE PRODUCTS	Supplies	127.84
50913	07/10/2015	Reconciled		02829(2)	BLUE RIBBON PERNONNEL LABOR	Labor Servies	1,515.85
50914	07/10/2015	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	Temparary Staffing	766.80
50915	07/10/2015	Reconciled		03790	CVCWA-CENTRAL VALLEY CLEAN	Annual Dues 15-16	800.00
50916	07/10/2015	Reconciled		04592	DWAYNE ARMSTRONG COMMUNICATION	Internet WWTP July 2015	99.95
50917	07/10/2015	Reconciled		05120	EDWARDS HEATING & COOLING	HVAC Service City Hall	69.00
50918	07/10/2015	Reconciled		05500	EXTRA MILE DELIVERY SERVICE	WWTP Testing	465.00
50919	07/10/2015	Reconciled		07460	GOLD COUNTRY MEDIA	City of Colfax CSD Postition	1,100.50
50920	07/10/2015	Reconciled		08170	HILLS FLAT LUMBER CO	Supplies	1,672.11
50921	07/10/2015	Reconciled		08501	HOME DEPOT CREDIT SERVICES	Supplies	1,699.01
50922	07/10/2015	Reconciled		09455	INLAND BUSINESS SYSTEMS	Copy MAchine 5/27-6/27 '15	177.68
50923	07/10/2015	Reconciled		012100	LAFCO	2015/2016 Fee's	1,553.36
50924	07/10/2015	Reconciled		12180	LAWRENCE & ASSOCIATES INC	Landfill Monitoring 5/1-5/31	55.00
50925	07/10/2015	Reconciled		14307	NEXGEN UTILITY MANAGEMENT	Crispin Cider Indust. User	2,700.00
50926	07/10/2015	Reconciled		06011	PELLETREAU, ALDERSON & CABRAL	July 2015	3,505.91
50927	07/10/2015	Reconciled		16035	PG&E	Service 5/26-06/23 '15	17,542.26
50928	07/10/2015	Reconciled		16300	PLACER COUNTY WATER AGENCY	Water	1,738.15
50929	07/10/2015	Reconciled		16190	PLACER COUNTY DEPARTMENT OF	Transpertation Agreement	13,216.00
50930	07/10/2015	Reconciled		16200	PLACER COUNTY SHERIFF DEPT.	Sheriffs Contract Q4 FY 14/15	150,872.00
50931	07/10/2015	Reconciled		16200W	PLACER COUNTY SHERIFFS DEPT.	PCSO Phone June '15	41.50
50932	07/10/2015	Reconciled		16500	PLACER OPERATIONAL AREA	Fire Protection Q4 4/01-6/30	5,375.00
50933	07/10/2015	Reconciled		18193	RECOLOGY AUBURN PLACER	Debris Box Rental June '15	230.00
50934	07/10/2015	Reconciled		19070	SCORE - SMALL CITIES ORGANIZED	Workers Comp Annual Premium	62,573.00
50935	07/10/2015	Reconciled		19397	SIERRA SAW	Primer Pump	7.15
50936	07/10/2015	Reconciled		16600	STATIONARY ENGINEERS, LOCAL 39	Health Insurance June '15	3,812.00
50937	07/10/2015	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	Financial Consultant June '15	5,118.75
50938	07/10/2015	Reconciled		22115	VERIZON CALIFORNIA	WWTP Phone	180.07
50939	07/10/2015	Reconciled		23169	WAVE BUSINESS SOLUTIONS	Phone Fire Station	254.09
50940	07/10/2015	Reconciled		23301	WESTERN PLACER WASTE	Sludge removal June '15	137.66
50941	07/28/2015	Reconciled		01302	AFFORDABLE AUTO GLASS	New Window Chevy Pick-up	330.03
50942	07/28/2015	Printed		01414	ALHAMBRA & SIERRA SPRINGS	Water City Hall, Yard, WWTP	196.22
50943	07/28/2015	Printed		01448	AMERIGAS - COLFAX	3042270788	13.53
50944	07/28/2015	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	Uniforms & Supplies	225.80
50945	07/28/2015	Reconciled		01661	ARC	UPRR Ped Xing	523.26
50946	07/28/2015	Printed		01766	AT&T MOBILITY	Cell Phones June '15	335.30
50947	07/28/2015	Printed		30018	TRAVIS BERRY	Expense Report	100.39
50948	07/28/2015	Printed		02829(2)	BLUE RIBBON PERNONNEL LABOR	Labor Services	2,245.30
50949	07/28/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	Temparary Staffing	2,303.14
50950	07/28/2015	Reconciled		03164	CASH- PETTY CASH REIMBURSEMENT	June 2015	282.73
50951	07/28/2015	Reconciled		03562	COMMERCIAL PUMP SERVICE, INC	Lift Station 2 Plug Valves	11,026.50
50952	07/28/2015	Printed		04234	DE LAGE LANDEN FINANCIAL	Copy Machine Contract	170.93

Check Register Report

Checks Processed July 2015

Date: 08/10/2015
Time: 6:58 pm
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							
50953	07/28/2015	Reconciled		04592	DWAYNE ARMSTRONG COMMUNICATION	Internet WWTP July '15	99.95
50954	07/28/2015	Reconciled		05500	EXTRA MILE DELIVERY SERVICE	WWTP Testing	465.00
50955	07/28/2015	Reconciled		06420	FISHER'S WASTEWATER SERVICES	WWTP Operations 6/1-6/30	15,666.19
50956	07/28/2015	Reconciled		06424(2)	FLO-LINE TECHNOLOLOGY, INC	Lift Station 2 NEW Pump	18,396.43
50957	07/28/2015	Reconciled		07460	GOLD COUNTRY MEDIA	City of Colfax PT Position	343.00
50958	07/28/2015	Printed		08050	HACH COMPANY	WWTP Drierite	54.11
50959	07/28/2015	Reconciled		08660	HUNT AND SONS, INC.	Fuel Public Works	342.32
50960	07/28/2015	Reconciled		23101	LARRY WALKER ASSOCIATES	Pond Liner Integrity Report	145.00
50961	07/28/2015	Reconciled		16140	PLACER COUNTY AIR POLLUTION	WWTP Emergency Gen	1,062.68
50962	07/28/2015	Reconciled		16727	PONTICELLO ENTERPRISES	Engineering June 2015	9,445.75
50963	07/28/2015	Reconciled		18080	RAIN FOR RENT	Lift Station #2	3,242.13
50964	07/28/2015	Reconciled		18400	RIEBES AUTO PARTS	Supplies	397.76
50965	07/28/2015	Reconciled		19279	SERVICE ENGINEERING	WWTP Piping Modifications	2,118.10
50966	07/28/2015	Printed		19316	SIERRA MARKET	WWTP Cleaning	28.25
50967	07/28/2015	Printed		21130	UNION PACIFIC RAILROAD CO	UPRR-Ped Xing	11,902.25
50968	07/28/2015	Printed		21560	US BANK CORPORATE PMT SYSTEM	CC-1717	2,378.90
50969	07/28/2015	Reconciled		21500	USA BLUE BOOK, INC	WWTP Supplies	278.21
50970	07/28/2015	Reconciled		23169	WAVE BUSINESS SOLUTIONS	Internet Corp Yard-394	230.90
########	07/31/2015	Printed		16019	PAYPAL	PayPal Transactions July 2015	1,350.84

Total Checks: 63 — **Checks Total (excluding void checks): 363,513.30**

Total Payments: 63 — **Bank Total (excluding void checks): 363,513.30**

Total Payments: 63 — **Grand Total (excluding void checks): 363,513.30**

DAILY CASH SUMMARY REPORT

Cash Receipts July 2015
07/01/2015 - 07/31/2015

City of Colfax

			Debit	Credit	Net Chng
Fund: 100 - General Fund					
07/02/2015	Daily Totals		1,983.00	0.00	1,983.00
07/06/2015	Daily Totals		200.00	0.00	200.00
07/13/2015	Daily Totals		15,403.45	0.00	15,403.45
07/17/2015	Daily Totals		175.50	0.00	175.50
07/20/2015	Daily Totals		54,004.52	0.00	54,004.52
07/22/2015	Daily Totals		1,010.50	0.00	1,010.50
07/31/2015	Daily Totals		2,820.00	0.00	2,820.00
Fund: 100 - General Fund		**TOTALS:**	**75,596.97**	**0.00**	**75,596.97**
Fund: 244 - CDBG MicroEnterprise Lending					
07/20/2015	Daily Totals		300.00	0.00	300.00
Fund: 244 - CDBG MicroEnterprise Lending		**TOTALS:**	**300.00**	**0.00**	**300.00**
Fund: 250 - Streets - Roads/Transportation					
07/13/2015	Daily Totals		90.00	0.00	90.00
Fund: 250 - Streets - Roads/Transportation		**TOTALS:**	**90.00**	**0.00**	**90.00**
Fund: 253 - Gas Taxes					
07/31/2015	Daily Totals		6,431.57	0.00	6,431.57
Fund: 253 - Gas Taxes		**TOTALS:**	**6,431.57**	**0.00**	**6,431.57**
Fund: 560 - Sewer					
07/06/2015	Daily Totals		200.00	0.00	200.00
Fund: 560 - Sewer		**TOTALS:**	**200.00**	**0.00**	**200.00**
Fund: 570 - Garbage Fund					
07/20/2015	Daily Totals		10,750.00	0.00	10,750.00
Fund: 570 - Garbage Fund		**TOTALS:**	**10,750.00**	**0.00**	**10,750.00**
Fund: 572 - Landfill Post Closure Mainten					
07/20/2015	Daily Totals		24,387.32	0.00	24,387.32

DAILY CASH SUMMARY REPORT

Cash Receipts July 2015
07/01/2015 - 07/31/2015

City of Colfax

		Debit	Credit	Net Chng
Fund: 572 - Landfill Post Closure Mainten	**TOTALS:**	**24,387.32**	**0.00**	**24,387.32**
	GRAND TOTALS:	**117,755.86**	**0.00**	**117,755.86**

STAFF REPORT TO THE COLFAX CITY COUNCIL

For the September 9, 2015 Council Meeting

FROM: Mark Miller, City Manager

PREPARED BY: Staff

SUBJECT: Presentation and Recommended Action on Sierra Valley Energy (MPower) Joint Powers Authority Agreement

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

RECOMMENDED ACTION: Receive presentation, discuss and approve Resolution 35-2015 authorizing participation of the City of Colfax in the Joint Powers Authority, Sierra Valley Energy, and designating a City Council representative and alternate.

BACKGROUND AND DISCUSSION:

At the August 12, 2015 meeting, the City Council received a presentation by Placer County Treasurer-Tax Collector Jenine Windeshausen regarding the potential for the City of Colfax to join in the creation of a Joint Powers Authority to be able to expand the current homeowner assistance MPower program. A Joint Powers Authority is a multi-agency agreement structure typically used to cost-effectively provide services that are delivered beyond a single jurisdiction. Colfax's current Risk Management pool, SCORE, is an example Joint Powers Authority. At the meeting, City Council discussed the proposed Authority, and expressed concern of potential governance capabilities. Ms. Windeshausen explained that the Joint Powers Authority provides voluntary financing programs for residents and businesses only, and does not do regional governance. The City Council then gave direction to staff to review the potential agreement and bring the proposed Joint Powers Authority back to Council.

The establishment of a joint powers authority is necessary for the County to facilitate efficient program administration and expansion of the MPOWER Program related to the issuance of bonds for the MPOWER Program. Currently, the MPOWER Placer program serves all jurisdictions within the boundaries of Placer County including the cities of Auburn, Colfax, Lincoln, Loomis, Rocklin and Roseville, as well as all unincorporated areas. The MPOWER Placer program was established as an assessment district program under AB 811 in 2009-10. MPOWER also serves the City of Folsom through a program that was separately established as a community facilities district program under SB555 in 2013-14.

MPOWER Placer has utilized the Placer County Public Financing Authority (PCPFA) for the issuance of the MPOWER Bonds. The PCPFA is comprised of the County and the Successor Agency to the former

Redevelopment Agency (Successor Agency). The Successor Agency will cease to exist in 2036 when the Successor Agency bonds mature and, will in turn, cause the PCPFA to be extinguished as the County will be the sole member. Therefore, another issuer must be identified, as MPOWER bonds issued after 2016 will outlive the PCPFA. Since the MPOWER Placer and MPOWER Folsom Programs were implemented, various legislative changes and programmatic developments have occurred throughout the state. These circumstances have created the opportunity to develop an efficient and cost effective alternative to support the County's interest in expanding the MPOWER Program to meet the demand from other jurisdictions.

The recommendation is for the City of Colfax to enter into a joint power authority agreement with the County to establish the Sierra Valley Energy Authority (SVEA) for the issuance of MPOWER Bonds and to facilitate efficient and cost effective ongoing administration and expansion of the MPOWER Program. The County and the City of Colfax will be the two primary members with voting authority. The JPA agreement provides for the addition of non-voting members for the purpose of implementing the MPOWER Program in other jurisdictions. As a result, other jurisdictions will be able to authorize the implementation of the MPOWER Program by simply adopting a resolution instead of going through the process of district formation and bond issuance, both of which require a series of administrative and official actions over legally imposed time frames at a significantly higher cost. The primary benefits to Colfax are in greater visibility/access to energy and water conservation measures, financing options for our constituents, improved economies of scale for the program, and enhancement of cooperation with the County.

The governing board of the SVEA is proposed to be a five-member board consisting of:
1) one member of the Board of Supervisors, appointed by the Board of Supervisors, 2) the County Executive Officer of the County, 3) one member of the Colfax City Council, appointed by the City Council, 4) the City Manager of the City of Colfax and 5) the Placer County Treasurer-Tax Collector.

FISCAL IMPACT:

All start-up costs and ongoing annual expenses associated with the joint powers authority will be provided by the County as part of the MPOWER budget. These costs will be recovered through MPOWER revenues. Once established, the SVEA will provide a more cost effective and efficient method for administering and expanding the MPOWER Program. The City will have minimal staff and council member time expended to attend the anticipated four joint powers authority board meetings per year.

RECOMMENDATION:

It is recommended that Council approve the attached resolution authorizing execution and delivery of the Joint Exercise of Powers Agreement for the formation of the Sierra Valley Energy Authority and appoint a councilmember to be the City's representative and alternate representative on the SVEA Board.

Attachments:

- Resolution 35-2015 Authorizing the City to Execute and Deliver the Joint Powers Agreement for the Sierra Valley Energy Authority and appointing a City Council Representative and Alternate
- Joint Powers Agreement for the Establishment of the Sierra Valley Energy Authority

City of Colfax
City Council

Resolution № 35-2015

AUTHORIZING PARTICIPATION OF THE CITY OF COLFAX IN THE JOINT POWERS AUTHORITY, SIERRA VALLEY ENERGY AUTHORITY AND APPOINTING A CITY COUNCIL REPRESENTATIVE AND ALTERNATE

WHEREAS, the City of Colfax (City) and Placer County (County) have proposed forming a joint powers authority in order to provide assistance to the County and City, and any other public agencies that become members of the joint powers authority (collectively, the "Members") for the purpose of financing and refinancing capital improvement projects for local water, energy, economic development and infrastructure; and,

WHEREAS, the City Council of the City of Colfax wishes at this time to approve the execution and delivery of a Joint Powers Agreement (the "Agreement") by and between the City and the County, establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Powers Law;

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

1. The Council hereby authorizes the establishment of the Sierra Valley Energy Authority pursuant to attached Agreement. The Mayor is hereby authorized and directed to execute the Agreement in the name and on behalf of the City.

2. The Council designates Councilmember _____ as representative to Sierra Valley Energy Authority and Councilmember _____ as the alternate.

PASSED AND ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 9th day of September, 2015 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

BEFORE THE BOARD OF SUPERVISORS COUNTY OF PLACER, STATE OF CALIFORNIA

In the matter of:

Resolution No 2015-175

RESOLUTION OF THE COUNTY OF PLACER AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH THE CITY OF COLFAX, ESTABLISHING THE SIERRA VALLEY ENERGY AUTHORITY

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on 8/18/15, by the following vote on roll call

Ayes DURAN, WEYGANDT, MONTGOMERY, UHLER

Noes NONE

Absent HOLMES

Signed and approved by me after its passage

Chairman, Board of Supervisors

Attest
Clerk of said Board

THE BOARD OF SUPERVISORS (THIS "BOARD") OF THE COUNTY OF PLACER (THE "COUNTY"), STATE OF CALIFORNIA (THE "STATE"), DOES HEREBY RESOLVE THAT

WHEREAS, the County is a political subdivision of the State, organized and existing pursuant to the Constitution and laws of the State, and

WHEREAS, the County and City of Colfax (the "**City**") have proposed forming a joint powers authority under the provisions of Article 1 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "**Joint Powers Law**"), for the purpose of providing assistance to the County and City, and any other public agencies that become members of the joint powers authority from time to time in accordance with the Agreement (as defined below) (collectively, the "**Members**"), with the development and implementation of public and private sector energy and resource development and conservation programs under which local water, energy and economic development needs and goals will be determined, and infrastructure programs will be planned, developed and administered, and with the financing and refinancing of capital improvement projects of the Members and the financing of working capital for the Members, and

WHEREAS, to that end, this Board wishes at this time to approve the execution and delivery of a Joint Exercise of Powers Agreement (the "**Agreement**") by and between the County and City, establishing the Sierra Valley Energy Authority as a joint powers authority under the Joint Powers Law,

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS

SECTION 1 This Board hereby specifically finds and declares that the actions authorized hereby constitute, and are with respect to, public affairs of the County, and that the statements, findings and determinations of the County set forth in the preambles above and of the documents approved herein are true and correct

SECTION 2 Establishment of Sierra Valley Energy Authority This Board hereby approves the establishment of the Sierra Valley Energy Authority (the "**Authority**") under the Joint Powers Law, pursuant to the Agreement, in the form on file with the Clerk of the Board of Supervisors Any member of this Board is hereby authorized and directed to execute, and the Clerk of the Board of Supervisors is hereby authorized and directed to attest and affix the seal of the County to, the Agreement in the name and on behalf of the County

SECTION 3 Authorization to Make Necessary Filings The firm of Jones Hall, A Professional Law Corporation, as bond counsel to the County, is hereby authorized

and directed to cause to be prepared, executed and filed any and all reports, statements and other documents as may be required in order to implement the establishment of the Authority

SECTION 4. Effective Date This Resolution shall take effect immediately upon its passage and adoption

JOINT EXERCISE OF POWERS AGREEMENT FOR THE ESTABLISHMENT OF THE SIERRA VALLEY ENERGY AUTHORITY

THIS Joint Exercise of Powers Agreement (hereafter "Agreement"), effective as of the date set forth in Section 3, by and between the COUNTY OF PLACER, a political subdivision of the State of California (the "County") and the CITY OF COLFAX, a general law city and municipal corporation (the "City"), establishes the SIERRA VALLEY ENERGY AUTHORITY (the "Authority").

RECITALS:

A. Whereas, each of the parties to this Agreement has a vested interest in clean energy growth and development, resource conservation and the economic well-being of its respective jurisdiction and the region as a whole; and,

B. Whereas, each of the parties to this Agreement desires to enter into this Agreement to provide for assistance with programs that foster clean energy growth and development, resource conservation and the economic well-being of its respective jurisdiction and the region as a whole.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties hereto agree to establish a joint powers authority as follows:

Section 1. Parties; Authority for this Joint Exercise of Powers Agreement

The parties to this Agreement shall be the County, the City and each public agency that has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to become a party to this Agreement, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under Section 4 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely to those rights expressly set forth in a PACE Agreement authorized in Section 4 of this Agreement.

This Agreement is made pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, commencing with Section 6500 (the "Act") and relates to the joint exercise of power common to the parties to this Agreement and the exercise of additional powers granted under the Act.

Section 2. Creation of Authority

The Authority is hereby created as an authority and public entity under the Act. As provided in the Act, the Authority shall be a public entity separate from the parties to this Agreement. The debts, liabilities and obligations of the Authority shall not constitute

debts, liabilities or obligations of the parties to this Agreement.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner set forth in sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State.

Section 2. Purpose of Agreement

The purpose of the Agreement is to create a separate public entity to provide assistance to the parties to this Agreement with the development and implementation of public and private sector energy and resource development and conservation programs under which local water, energy and economic development needs and goals will be determined, and infrastructure programs will be planned, developed and administered, and with the financing and refinancing of capital improvement projects of the parties to this Agreement and the financing of working capital for the parties to this Agreement.

Section 3. Term

This Agreement shall become effective upon execution by all of the parties hereto and shall continue in full force and effect until terminated in the manner herein provided.

Section 4. Powers

The Authority shall have any and all common powers of the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the City.

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:

A. Develop and implement comprehensive energy and resource development and conservation programs within the jurisdiction of the parties to this Agreement under which local energy needs and goals will be determined by input from the parties to this Agreement, and with assistance of energy development and resource conservation programs, through which energy and infrastructure programs and enterprises will be planned, conducted, evaluated and implemented.

B. Act as grant recipient, fiscal agent and administrative entity for any available federal, state, local or private sector programs, and disburse and account for funds so received.

C. Make and enter into contracts necessary for day to day operation of the Authority, employ agents and employees, including contracts for the

services of engineers, attorneys, planners, financial and energy industry consultants and other service providers.

D. Acquire, lease, rent, construct, manage, maintain, hold or dispose of property, real, financial or personal, including buildings, public works or improvements, equipment, material and supplies and other assets.

E. Incur debts, liabilities, obligations and to issue bonds, and to make and enter into agreements and other documents of any nature whatsoever as may be necessary or convenient in the exercise of the powers provided under the Act. Any bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable indentures or similar such agreements, and shall not constitute a charge against the general credit of the Authority. The bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable indentures or similar such agreements. The bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including the parties to this Agreement, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including the parties to this Agreement, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the bonds nor shall the State or any public agency or instrumentality thereof, including the parties to this Agreement, in any manner be obligated to make any appropriation for such payment. The approval of the Governing Board shall be required for the Authority to incur debts, liabilities and obligations or to issue bonds, but the approval of the parties to this agreement shall not be required.

F. Establish and operate one or more programs for the financing and refinancing of distributed generation renewable energy, energy efficiency and water efficiency improvements (each, a "PACE program") pursuant to Chapter 29 of the Improvement Bond Act of 1911, Division 7 of the California Streets and Highways Code or other applicable law, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of the Authority.

G. Establish an "Associate Member" status that provides membership in the Authority to local jurisdictions that are outside the Authority's original jurisdictional boundaries, but within whose boundaries a PACE program will be established and implemented by the Authority. Said local

jurisdictions shall become Associate Members of the Authority by adopting one or more agreements or amendments of this Agreement (the "PACE Agreements") on terms and conditions established by the Authority. The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreements for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreements, Associate Members shall not have any rights otherwise granted to the members of the Authority by this Agreement, including but not limited to the right to vote, the right to amend this Agreement and the right to sit on committees or boards established under this Agreement.

H. Monitor, evaluate and take corrective action concerning performance specified in any agreement, and contracts or agreements into which the Authority has entered and evaluate the effectiveness of individual programs.

I. Adopt, promulgate and enforce such bylaws, rules and regulations as the Authority deems necessary for operation and management of the Authority and implementation of the programs.

J. Invest any money pursuant to Section 6505.5 of the Act which is not required for the immediate necessities of the Authority, as the Authority determines is advisable in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code.

K. Sue or be sued in its own name.

Section 5. Governing Body; Officers

A. Membership. Except as provided below, the Governing Body of the Authority shall be a five (5) member Board, consisting of one member of the Board of Supervisors that is appointed by the Board of Supervisors, the County Executive Officer for the County, one member of the City Council that is appointed by the City Council, the City Manager for the City and the Placer County Treasurer-Tax Collector.

Each of the Board of Supervisors from the County and the City Council from the City shall also appoint not less than one alternate member. The term of office of each Governing Body member and alternate(s) appointed by the Board of Supervisors or the City Council, as applicable, may be terminated by such body at any time.

The designated alternate shall have authority to attend, participate, and vote at any meeting of the Governing Body whenever the regular member, for whom they are designed to act as an alternate, is absent from the meeting.

Immediately upon admission of a new member that is not an Associate Member pursuant to Section 15, such member shall be entitled to appoint two members of the Governing Body.

B. Quorum. The majority of the members of the Governing Body shall constitute a quorum. No action may be taken by the Governing Body unless a quorum is present and there is an affirmative vote by a majority of the Governing Body members, except that less than a quorum may adjourn a meeting from time to time.

C. Chairperson. The Chairperson and Vice Chairperson of the Governing Body shall be selected by the Governing Body from its members. The term of office of the Chairperson and Vice Chairperson shall each be one calendar year.

D. Secretary. The Governing Body shall appoint a Secretary to the Governing Body who shall be the Executive Director of the Authority.

E. Meetings. All meetings of the Governing Body shall be held subject to the provisions of the Ralph M. Brown Act, Division 2, Chapter 9 of the California Government Code (hereafter, the "Brown Act").

G. Bylaws. The Governing Body shall adopt bylaws for the conduct of business which shall not be inconsistent with the provisions of this Agreement, and the laws of the State of California.

H. Officers. The Officers of the Authority shall consist of the Executive Director, the Auditor-Controller and the Treasurer described below and a Secretary appointed by the Board.

Section 6. Executive Director and Other Staff

A. The Governing Body shall be assisted by an Executive Director who shall be appointed by the Governing Body and shall serve at the pleasure of the Governing Body. The Executive Director shall in turn hire and supervise any Authority employees or consultants.

C. The Governing Body may delegate a contract approval function to the Authority's Executive Director. The Governing Board shall adopt any such delegation by resolution.

D. The Governing Body may appoint or contract for the services of an independent monitor to review programs operated by the Authority and to report to the Governing Body.

Section 7. Auditor-Controller and Treasurer

The Auditor-Controller of the County of Placer shall be the Auditor-Controller of the Authority.

The Placer County Treasurer shall be the Treasurer of the Authority, shall have custody of all monies received by the Authority, and shall:

A. Receive all funds of the Authority and place them in the Treasury of the County of Placer to the credit of the Authority.

B. Be responsible upon his or her official bond for safekeeping and disbursement of all money of the Authority so held. The Treasurer and such officer shall file an official bond in the amount of $_____ as required by section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than $500 (excluding amounts held by a trustee or other fiduciary in connection with any bonds or other debt). The cost of the bond shall be paid by the Authority.

C. Pay, when due, out of the Authority funds so held, all sums due from the Authority upon presentation of authorization from the Authority.

Section 8. Meetings of the Governing Body

A. The Governing Body shall hold its regular meetings four times a year. It may, by resolution, provide for additional regular meetings, and by act of the President or a majority of the members provide for special meetings.

The date, hour and place of such regular meetings shall be fixed by resolution of the Governing Body.

B. Meetings may be held by telephonic or other electronic means

C. All meetings of both the Governing Body shall be called, held, noticed and conducted subject to the provisions of the Brown Act.

Section 9. Fiscal Year

For the purposes of this Agreement, the Authority shall have a fiscal year from July 1 to and including the following June 30.

Section 10. Records and Reports

The Governing Body, shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this Agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code.

Section 11. Debts, Liabilities and Obligations

The debts, liabilities and obligations of the Authority shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party under this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable, except as provided by Government Code sections 895 through 895.8.

Section 12. Insurance

During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than $2 million per occurrence. The insurance shall also contain a written endorsement to such policy or policies which names each of the members that are not Associate Members as additional insureds.

Section 13. Right of Withdrawal

Any party to this Agreement may withdraw upon written notice of such withdrawal to the other parties not less than six (6) months prior to the effective withdrawal date therein specified; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any debt of the Authority is unpaid.

Section 14. Termination of Agreement

This Agreement may be terminated:

A. Upon the joint actions of the Board of Supervisors and City Council to mutually terminate this Agreement.

B. Upon withdrawal of such number of parties from this Agreement as to reduce the remaining number of parties to less than two members.

However, no termination of this Agreement shall be effective until the full retirement of any outstanding debt. Any party may fund the retirement of the debt for the purpose of terminating the Authority.

Section 15. New Members

With the approval of two-thirds (2/3rds) of the Governing Body, any qualified public agency (as defined by Section 6500 of the JPA law) may become a party of this Agreement. A party to this Agreement may be a voting member or an Associate Member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving of this Agreement and, with respect to Associate Members, any related PACE Agreements. The date and terms upon which the applying public agency will become a member will be determined by the Governing Body.

Section 16. Termination of Powers

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

Section 17. Disposition of Assets; Property and Money

Upon termination of this Agreement under Section 14, all costs, expenses, and charges legally incurred by the Authority shall be paid and discharged; and the Authority shall sell such property as may be necessary and shall distribute to the federal or State government such property and funds as are lawfully required; the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the affected parties except to the extent otherwise agreed upon by the affected parties.

Section 18. Amendments

This Agreement may be amended at any time by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, (a) any amendment required to add a new member that is not an Associate Member shall only be executed by the new member and the members of the Authority that are not Associate Members and (b) any amendment required to add a new member that is an Associate Member shall only be executed by the new member and the Authority.

Section 19. Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the members, and the Authority at the time of making such advance as provided by section 6512.1 of the Act. It is mutually understood and agreed that none of the members has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though either may do so. The members may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 20. Severability

Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions of provisions shall not be affected thereby.

Section 21. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument signed by the parties.

Section 22. Counterparts and Effective Date

This Agreement may be executed in counterparts and be as valid and binding as if each party signed the same copy. A faxed copy of the executed signature page shall be sufficient to cause the terms of this Agreement to become fully operative. The effective date of the Agreement shall be the latest date that the City or County executed the Agreement.

WITNESS THE AGREEMENT HEREOF the date set opposite our respective entities:

EXECUTED ON
AUGUST 18, 2015

By

Chairman, Board of Supervisors

COUNTY OF PLACER, a political subdivision

And approved as to form

ATTEST:

EXECUTED ON
SEPTEMBER 9, 2015

By

Mayor, City Council

CITY OF COLFAX, a general law city and municipal corporation

And approved as to form

ATTEST:

STAFF REPORT TO THE COLFAX CITY COUNCIL

For the September 9, 2015 Council Meeting

FROM: Mark Miller, City Manager

PREPARED By: Staff

SUBJECT: Policy Updates

X	N/A	X	FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Adopt Resolution 36-2015 approving City of Colfax Policies for Travel, Use of City Vehicles and Use of Technology.

BACKGROUND AND DISCUSSION:

The 2014-2015 Placer County Grand Jury reviewed the operational policies of several jurisdictions within Placer County with the intent to determine if the policies for travel, use of government and private vehicles for official business, use of government credit cards, computers, and phones, contracting bidding an purchasing were appropriate, up-to-date and complete. Although Colfax in general has satisfactory policies in place, not all were in writing. In compliance with the Grand Jury findings, staff is presenting three policies for your approval.

ATTACHMENTS:

- Resolution 36-2015
- Technology Policy
- Travel Policy
- Use of City Vehicle Policy

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Technology Policy
Effective Date: September 9, 2015
Resolution: Resolution No. 36-2015

PURPOSE

The purpose of this policy is to provide guidelines to City employees and volunteers regarding the appropriate use of internet, email, text messaging and other electronic devices.

POLICY

Employees are expected to use electronic communication devices legally, ethically and in an appropriate manner that best represents the City of Colfax. Employees have no right or expectation of personal privacy in any matter stored in, created, received, or sent over the City's electronic communication systems. Employees understand and acknowledge that any electronic device provided by the City and internet usage or communication utilizing that device may be subject to monitoring, whether or not the form of usage or communication is specifically mentioned in this policy. The use of City electronic communication resources is primary to the business of the City. Any personal use is secondary and employees have no expectation of privacy related to any and all use of City electronic communication resources used to gain access to personal web-based email accounts, social networks, blogs, and personal websites. The City of Colfax, in its discretion, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the City's informational technological or electronic communication resources including e-mails, text messages, instant messages, faxes, voicemails, scanners, copiers, blogs, websites, and computers, for any reason and without the permission of any employee. The City reserves the right to review Internet usage.

The City of Colfax's policies against sexual or other harassment apply fully to the e-mail, text, instant messaging, and internet system, and any violation of those policies is grounds for discipline including discharge. In addition, employees are prohibited from sending, receiving, displaying, printing, or otherwise disseminating material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive, or disruptive to City activities. Employees are also prohibited from downloading such material from the Internet or displaying or storing such material in the City's computers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisor, Human Resources, or the City Manager. Employees are expected to remain respectful of the City, its managers and employees, and the public in any electronic communications.

Any employee who discovers misuse of the e-mail system or Internet should immediately contact Human Resources or the City Manager. Violations of any of these provisions may result in disciplinary action including discharge.

City of Colfax
City Council

Resolution № 36-2015

AFFIRMING ADMINISTRATIVE POLICIES AND PROCEDURES FOR TECHNOLOGY, TRAVEL, AND USE OF CITY VEHICLES

Whereas, the City Council of the City of Colfax has determined that the administrative policies for Technology, Travel, and Use of City Vehicles are important to the smooth and consistent operations of the City; and,

Whereas, these policies have not been updated for several years; and

Whereas, the Grand Jury of Placer County determined that such policies be updated and in place; and,

Whereas, the Council has reviewed the attached policies,

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

Passed and Adopted this 9th day of September by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

USE OF CITY PROPERTY, EQUIPMENT, AND TECHNOLOGY

Employees understand that they do not have a reasonable expectation of privacy in their use of City property/equipment or technology. Individuals utilizing property, equipment including vehicles, office space, cubicles, desks, building access cards, computers, e-mail, internet, telephones, cell phones, and voicemail systems expressly consent to monitoring of their activities for business needs. Employees should not use any City property or equipment (including vehicles and technology) for their personal use, except when it is reasonable so as not to interfere with the performance of job duties or does not violate other City policies. Employees are responsible for the condition and care of City equipment. Careless use of City property, equipment, vehicles and technology which results in loss, damage or any other violation of policy or procedure may result in disciplinary action including termination.

TELEPHONES AND CELL PHONES

The City recognizes that employees will occasionally need to place and receive personal phone calls or text messages during the workday. In all cases, personal calls and text messages should be minimal and appropriate so as not to interfere with the performance of duties. The City may review usage of City-issued cell phones for calls and text messages made during working hours, to determine if the employee's personal use is excessive. Excessive personal use of City cell phones may result in reimbursement of charges to the City and employees may be subject to disciplinary action.

Employees are not permitted to make personal long-distance telephone calls using City telephones, except in emergencies. Employees may place personal long-distance calls if they use their personal calling card, call collect, or use lines 3 or 4 at City Hall. Employees may use City cell phones for occasional and appropriate text messaging within reason.

Employees with cell phones must refrain from using their phones, while driving on City business, without proper hands-free technology. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic if hands-free options are not available, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Travel Policy
Effective Date: September 9, 2015
Resolution: Resolution No. 36-2015

PURPOSE

The City of Colfax will provide reasonable travel and expense funds for authorized travel to attend business or professional conferences, training seminars, meetings, or other authorized City business travel.

APPLICATION

The travel policy applies to all City Employees, including part-time and temporary (seasonal) employees, City Council Members, Board and Committee Members, and Volunteers herein after "Traveler."

ACCOUNTABILITY

A. Travelers are required to use fiscal prudence in the conduct of City business. The location and cost of the travel, and any available alternatives, should be reviewed to ensure the best use of City funds.

B. Each traveler is required to receive authorization prior to making any travel arrangements, obtain all necessary travel documents, complete Travel Expense Reimbursement Request forms and provide these forms and documents to the Finance Director within established timelines.

C. Personal business should not be mixed with official City business if it will result in any cost to the City, result in lost work time, or cause harm to the City's reputation or interest.

GENERAL

A. Non-Local travel should be on an as-needed basis. City Travelers shall work with their supervisors to determine if a local venue or webinar will have the same or similar event within a reasonable time frame before scheduling non-local travel.

B. All travel costs including registration, airfare, hotel and rental car should be made, whenever possible, by City purchase card. The City purchase card should not be used for items which will be covered by per diem or mileage reimbursement.

C. For all travel related expenses, City Travelers shall obtain a receipt and if necessary additional documentation.

D. The Traveler must complete a Travel Expense Reimbursement Request, when there have been expenses that require reimbursement or have been advanced, have it signed by their manager and/or Department Head, and submit it to the Finance Division within ten (10) working days of their return. A Travel Expense Reimbursement Request is not required when approved charges associated with the event have been paid by City purchase card.

E. Travel Expense Reimbursement Requests shall include a copy of the registration, flight itinerary (when applicable), location, dates and purpose of the travel, and the original itemized receipts for expenses (except those that will be covered by per diem or mileage reimbursement). For a receipt that covers more than one Traveler, the names of all Travelers should be included on the receipt.

F. An individual may not authorize or approve reimbursement for his/her own travel. Travel Expense Reimbursement Requests and City purchase card statements must be approved by the Traveler's manager and/or Department Head. The City Manager will approve travel expenses for City Council Members. The Finance Director will approve travel expenses for the City Manager.

G. A Traveler may be accompanied by a companion who is not a City employee/board member if his/her presence does not detract from the attendee's performance of City duties. The City will not reimburse any expenses attributable to any companion.

TRANSPORTATION

A. The most economical and reasonable form of transportation, based on distance, time and total cost to the City, shall be utilized.

B. The Traveler should use a City vehicle rather than a personal vehicle whenever practical.

C. Personal Vehicle: When a Traveler must use their personal vehicle for transportation, accurate mileage records must be kept by the Traveler, and the most direct route that is practical must be used. Mileage reimbursement rate is established annually by the City, based on the IRS rate. Mileage will be computed either from City offices or from the Traveler's home, whichever is less.

Mileage must be verified by MapQuest or similar means, showing the starting location and destination. Documentation regarding the purpose of the trip must accompany the Mileage Reimbursement Form. Mileage reimbursement shall not exceed the cost of the most economical combination of airfare, shuttle and parking, relative to the destination for non-local travel. Travelers shall be reimbursed at the lesser amount of the actual mileage reimbursement or combination of airfare, shuttle and parking cost. Any additional lodging and meal expense resulting from the Traveler's selection to drive shall be paid by the Traveler. To use a personal vehicle, the Traveler must:

a) Possess a valid California driver's license;
b) Have proof of insurance on file with the City; and
c) Understand that any services or repairs to their personal vehicle and any automobile or other insurance claims that result from travel on authorized City business shall be the Traveler's responsibility.

D. The City will pay all expenses, such as bridge tolls and parking fees, incurred as the result of a Traveler's authorized use of a City or personal vehicle while traveling on City business. It is the Traveler's responsibility to request receipts for these expenses. Transportation expenses, such as bridge tolls and parking fees, can be reimbursed through petty cash if under $50 or included on a Travel Expense Reimbursement Request.

E. If the Traveler receives a monthly auto allowance, mileage reimbursement will not be paid for travel within a thirty-five mile radius of Colfax. Mileage reimbursement will not be paid for travel in City vehicles.

F. The use of a rental vehicle is allowed only when no other means of transportation is available, or when alternate transportation would be more expensive or impractical. Transportation within the destination city shall be accomplished by courtesy buses, local shuttle services or taxi service if available and reasonable. When a rental vehicle is used, the least expensive vehicle that is appropriate based on travel needs shall be selected. Rental vehicles shall not be authorized for personal use.

G. When transportation by air is the most appropriate form of travel, a copy of the flight itinerary must accompany the Travel Expense Reimbursement Request form or City purchase card statement. Parking at the airport is reimbursable with the original receipt. Mileage to and from the Sacramento International Airport will be reimbursed at the current mileage rate set annually by the City. Mileage to and from the airport will be computed either from City offices, or from the Traveler's home, whichever is less. Mileage must be verified by MapQuest or similar means.

LODGING

A. The City will pay reasonable lodging expenses, including applicable taxes and mandatory resort fees when business travel requires overnight stays.

B. Hotel receipts must be itemized, and the original, itemized receipt must be turned in to the City along with related Travel Expense Reimbursement Requests and/or City purchase card statements.

C. The Traveler shall request a standard single room at the conference or government rate, whichever is lower. Lodging costs shall not exceed the group rate published by the event sponsor, unless group rate rooms are sold out.

D. The City will pay for lodging for the evening preceding and/or subsequent to a business related event when the Traveler would have to travel unreasonably early or late in order to reach the destination.

E. Conference/meeting time is for the actual business related event and not for optional tours, sporting or social events.

F. Lodging expenses will not normally be reimbursed for local travel except in the following conditions:

- The length of the conference is more than one day and the distance is more than 100 miles from the Traveler's residence; or
- The Traveler will be required to be away for more than twelve (12) hours; or
- The Traveler's presence is required for activities before or after the regular conference hours; or
- In special circumstances documented and approved by the City Manager or designee.

G. The City will pay for business telephone calls and internet service if needed for work during travel on official City business. The City shall not pay for personal telephone calls or other optional hotel services that are not required for work.

MEAL AND INCIDENTAL REIMBURSEMENT

A. Per IRS regulations (Publication 463, Travel, Entertainment, Gift and Car Expenses), reimbursement shall only be given when the trip includes an overnight stay.

B. The City provides a reimbursement of expenses up to $60 per day for a Traveler's meals and incidental expenses during an overnight trip:

- Incidentals include baggage handling and gratuities.
- Receipts for per diem meals and incidentals are required.
- If the Traveler spends an amount in excess of the allowed amount, the excess expense is not eligible for reimbursement.

UNAUTHORIZED EXPENSES

A. The following are examples of unauthorized expenses:

- Alcoholic beverages
- In-room movies
- Spa/gym services
- Tours
- Laundry
- Dry cleaning
- Supplemental insurance on rental cars

- Personal entertainment and other personal expenses
- Sports events or other activities offered through the conference or other business related event as an additional cost to registration
- Costs applicable to spouses or guests who accompany the Traveler during travel on City business

B. Unauthorized expenses are solely at the discretion of the Traveler. They will be considered a personal expense and shall be paid by the Traveler.

C. If a Traveler elects to travel in advance or stay longer on personal business or vacation, the City shall pay only the expenses for the authorized event. Any additional expenses shall be considered a personal expense and shall be paid by the Traveler.

CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES

Subject: Use of City-Owned Vehicles
Effective Date: September 9, 2015
Resolution: Resolution No. 36-2015

PURPOSE

The purpose of this policy is to provide guidelines to City employees and volunteers regarding the appropriate use of City-owned or leased vehicles in the performance of their assigned duties.

POLICY

It is the policy of the City to provide, at its discretion, vehicles for use by employees to assist in the efficient performance of their duties. It is the goal of the City to procure and provide those vehicles that are best suited for their intended purpose. It shall remain a management right to determine if a vehicle will be provided and the types and numbers of vehicles to be provided.

The provision of City-owned vehicles is generally to facilitate the work of the employee within the City limits or within the immediate area. It shall be the responsibility of the department head to determine when it is more effective for City vehicles to be used outside of the jurisdiction for an extended period of time as opposed to the employee's use of their personal vehicle or the use of alternative transportation. Authorized use of a personal vehicle for City business shall be reimbursed at the rate set periodically by the IRS for business travel.

City vehicles shall only be used to perform such functions as are included in the user employee's job duties or related duties as may be assigned. City vehicles shall not be used and shall not be allowed to be used for personal business or personal use by the employee. The City Manager may waive this restriction in limited circumstances by prior agreement.

Authorization for take-home of a City vehicle shall be limited to special instances only when formally approved by the supervisor prior to such use.

The use of City vehicles shall be authorized for the following purposes:

1) Performance of assigned duties;
2) Transportation between work locations;
3) Transportation inside and outside of City to attend meetings, seminars, special events, and conferences that have been appropriately authorized;
4) Transportation to procure supplies, equipment, materials or services for City use;
5) Transportation to make deliveries related to City business.

City employees may transport non-City employees in City vehicles only when required by the specific assignment.

Non-City employee volunteers may be authorized to operate a City vehicle under limited circumstances and only for the specific event for which they have volunteered. Each such volunteer must provide evidence of a valid operator's license appropriate for the type of vehicle to be driven. A copy of the license should be retained by the Division utilizing the volunteer.

All drivers who operate a City vehicle on a street or highway shall assume responsibility for the following:

1) Compliance with all state vehicle codes;
2) Security of the vehicle by not leaving keys in unattended vehicles and locking vehicles when not in use;
3) Immediately reporting mechanical failures or safety device malfunctions to the Fleet Manager;
4) Not operating a City vehicle after consuming an alcoholic beverage or any other substance or medication that may impair the ability to safely operate the vehicle;
5) Immediately reporting any accident, collision, theft, or damage to the vehicle to the employee's immediate supervisor, the appropriate law enforcement agency and to the Fleet Manager;
6) Parking the vehicle in a proper and/or safe location at all times;
7) Possession of a valid driver's license appropriate to the type of vehicle being operated;
8) Proper appearance of vehicle; i.e., cleanliness both interior and exterior.

DEPARTMENT OF MOTOR VEHICLES (DMV) PULL PROGRAM

The City is enrolled in the DMV Employer Pull Notice Program to improve public safety and reduce liability from employees who drive while performing their job. The City is sent a driver record upon enrollment of a new employee and an annual update from the date of enrollment or 12 months from the last action/activity notice. This helps the City ensure employees who drive frequently (i.e., at least once per month) have a valid driver's license and do not have problem driving behaviors (e.g., accidents, driver license suspensions or revocations, or any other action taken against their driving privilege). The City has established a policy and practices to ensure the confidentiality of employee driving records and only shares information that impacts an employee's ability to perform his/her job on an as needed basis. Employees who wish to elect to drive in a City vehicle, even if they do not drive frequently, will be required to sign the authorization to be enrolled in the DMV Pull Program.

In accordance with our insurance company's requirements, the City of Colfax shall institute and enforce the employee driving eligibility standards as set forth in this policy and procedure. An employee who fails to adhere to these standards may be subject to termination if that employee's job duties regularly require driving a motor vehicle.

City employees will use the City gas card to fill ONLY City vehicles at an approved fuel station and maintain a general mileage log for maintenance records.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 9, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: September 3, 2015
SUBJECT: Animal Control Contract Update

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $26,465.16**	**FROM FUND: 100**

RECOMMENDED ACTION: Adopt Resolution 37-2015 Authorizing the City Manager to execute an updated agreement with Placer County Department of Health and Human Services for Animal Control and Care Services from July 1, 2015-June 30, 2016.

BACKGROUND AND DISCUSSION:
At the May 27, 2015 meeting, the City Council approved a 2-year contract for animal control services with the County. After adoption, the County subsequently requested a change to a 1-year contract with the addition of the wording in Section 4.1 (below and highlighted in the attached proposed revised contract).

4.1 "…The CITY understands that buy in and/or facility costs will be considered in future agreements for animal sheltering services. Participating jurisdictions will be required to share a fair cost portion of the capital cost for construction of the new animal shelter facility. These costs will be considered for inclusion in the 2016-2017 fiscal year agreements."

Staff and the City Attorney have reviewed the proposed change, and while the language does not require additional costs now, it does put notice of potential additional costs in future agreements. In discussion with the County, City staff made clear the understanding that Colfax may not participate in the future if costs increase substantially.

The first year contract amount remains $26,465.16 payable in four quarterly installments of $6,616.29 each for fiscal year 2015-2016. This is approximately $5,000 **less** than base price of last year's contract. The City has contracted with the County of Placer to provide Animal Control Services and Care since 1993, and it has generally been a cost-effective way to serve Colfax residents. Staff is continuing to review service options.

FINANCIAL AND/OR POLICY IMPLICATIONS:
For the total services specified within the Agreement, the City of Colfax will reimburse the County of Placer an amount of $26,465.16 over the course of a one year contract.

SUPPORTING DOCUMENTS:

Attachment 1: Resolution No. 37-2015
Attachment 2: Proposed Revised Animal Control and Care Services Agreement

City of Colfax
City Council

Resolution № 37-2015

APPROVING REVISED CONTRACT WITH COUNTY OF PLACER, DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ANIMAL CONTROL AND CARE SERVICES FOR FISCAL YEAR JULY 1, 2015 – JUNE 30, 2016

WHEREAS, the County of Placer, Department of Health and Human Services ("County") and the City of Colfax ("City") are parties to the Animal Control and Care Services Contract (the "Contract") for the provision of animal services by the County to the City; and

WHEREAS, the County has submitted the attached Contract which provides for Animal Services to the City to be paid quarterly in the amount of $6,616.29 per calendar quarter for Fiscal Year July 1, 2015 – June 30, 2016, subject to an annual adjustment each July 1st; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to approve the Contract.

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

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

2. The City Manager is hereby authorized to execute on behalf of the City the Contract attached to this Resolution and to appropriate and expend all City funds needed to perform the City's obligation under the Contract

The forgoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 9th day of September, 2015 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION:	Animal Control and Care Services
CONTRACT NO.	**CNXXXXXX**
BEGINS:	July 1, 2015
ENDS:	June 30, 2016
ADMINISTERING AGENCY:	Animal Services Division

This is an Agreement made and operative as of the 1ST day of July, 2015, between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the **CITY OF COLFAX**, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

Whereas, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

Whereas, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

Whereas, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

Whereas, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Shelter, operated by COUNTY and located at 11251 B Avenue, Auburn, and

Whereas, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

Whereas, it is understood and agreed by and between the parties to this Agreement that they wish to enter into this Agreement in order to establish their respective responsibilities in connection with such field and shelter services during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements to this contract, it is understood and agreed by and between the parties as follows:

1. **DESCRIPTION OF SERVICES:**

1.1 Animals seized or picked-up by CITY within CITY'S jurisdiction shall be taken to the COUNTY Animal Shelter operated and maintained by COUNTY at 11251 B Avenue, Auburn, CA. COUNTY Animal Shelter shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.

1.2 COUNTY will keep, maintain, and care for animals at the COUNTY Animal Shelter until redeemed by owner or person entitled to custody thereof, or adopted, as governed by California Food and Agriculture Code Sections 31108, 31752, and 31753. Animals displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, and 31753.

Adoption and euthanasia procedures shall be performed in accordance with California Penal Code Sections 597 and 599. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this

Proposed

Agreement.

1.3 COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.

1.4 COUNTY shall dispose of all dead animals delivered to the Animal Shelter from CITY subject to Chapter 6 of the Placer County Code, and any other applicable laws or regulations.

1.5 COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Section 5.1. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.

1.6 COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, and Food and Agriculture Code, and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.

1.7 CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597.

1.8 CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Section 4.1, and shall be paid by CITY to COUNTY as follows:

1.8.1 For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.130.

1.8.2 For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.130.

1.8.3 Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.130.

1.8.4 Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.

1.9 COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

1.10 COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement. Fees that are not direct offsets, such as spay/neuter

Proposal

fees, will be credited to CITY and reflected in the quarterly claim.

2. **DEFINITION OF TERMS:**
   2.1 **"Animal Shelter"** shall be synonymous with the term "Animal Services Center" as defined in Placer County Code Section 6.04.020.
   2.2 **"Animal Services"** is defined in Placer County Code Section 6.04.020 when used to describe a County division.
   2.3 **"Director of Animal Services"** is defined in Placer County Code Section 6.04.020.

3. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional compensation to COUNTY except as explicitly set forth in this or amended Agreement.

4. **COMPENSATION:** Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.
   4.1 The charges for all services set forth in Sections 1.1 through 1.6 shall be established each July 1st based on the average of costs incurred and fees received that are attributable to CITY over the most recent thirty-six month period for which data is available, to include services provided through March 31st. Charges effective as of July 1, 2015 are **$6,616.29 per calendar quarter** and shall be subject to annual adjustment as described herein. CITY shall remit payment to COUNTY on a quarterly basis, within 30 days of the end of each calendar quarter. ***The CITY understands that buy in and/or facility costs will be considered in future agreements for animal sheltering services. Participating jurisdictions will be required to share a fair cost portion of the capital cost for construction of the new animal shelter facility. These costs will be considered for inclusion in the 2016-2017 fiscal year agreements.***

   4.2 COUNTY shall notify CITY not later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 4.1, and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.

   4.3 Charges for services provided in accordance with Section 1.7 shall be billed separately as detailed in Section 1.7. COUNTY shall submit a quarterly claim for any such charges, and CITY shall review, approve, and pay all valid invoices within 30 days of receipt. Invoices for payment shall be submitted to:

   City of Colfax
   Attn: Accounts Payable
   P.O. Box 702
   Colfax, CA 95713

5. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2015 through June 30, 2016.

6. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.

7. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.

Proposed

8. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or worker's compensation or other programs afforded to CITY employees.

   COUNTY shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**
   COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

   CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

   This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

10. **INSURANCE:** It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars ($1,000,000) to cover all of its operations. specifically, but not limited to, not less than one million dollars ($1,000,000) general liability, one million dollars ($1,000,000) automobile liability, and one million dollars ($1,000,000) workers' compensation.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown., M.P.H., M.S.W., Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: Mark Miller, City Manager
City of Colfax
33 S Main Street
Colfax, CA 95713

12. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

13. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CITY hereby waives the

Proposed

provisions in California Code of Civil Procedure §394.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF COLFAX

_____
Mark Miller, City Manager

Date: _____

Approved as to Form
Office of City Attorney

_____

Date: _____

COUNTY OF PLACER

_____
Jeffrey S. Brown., M.P.H., M.S.W., Director
Department of Health & Human Services

Date: _____

With concurrence of the CEO:

_____
David Boesch, County Executive Officer

Date: _____

_____
Wesley Nicks, R.E.H.S., Director,
Animal Services Division

_____

Date: _____

Date: _____

Approved as to Form
Office of Placer County Counsel

_____

Date: _____

Proposed

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 9, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Staff

DATE: September 3, 2015

SUBJECT: Proposed City Impact Fee Program and General Plan Circulation Element Update

X	N/A		FUNDED		UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A

RECOMMENDED ACTION: Receive the Staff Report on General Plan Traffic Requirements, Discuss and Direct Staff as Appropriate

Background:

The public, City Council and staff have had multiple discussions regarding updates of the General Plan and Zoning Ordinance to facilitate economic development. The Circulation Element of the General Plan is in particular need of an update. Policy 3.5.1.2 is of concern as it states that the City is to "Maintain a level of "C" service standard for City intersections and roadways.

Using Levels of Service (LOS) has historically been the primary standard to measure traffic impacts. It is a method that measures car traffic congestion and relies on decreasing wait time and increasing traffic flow as the metric to determine impacts and mitigation. In the past, if a proposed project reduced the level of service – it was deemed to be a strong negative and often resulted in requirements and mitigation that could render the project financially infeasible despite other benefits that the new project would bring. Furthermore, attempting to maintain an LOS of "C" on a scale of "A" (free flowing traffic, no interruptions) to "F" (traffic is stop and go, delays at intersections greater than 60 seconds) does not allow for any recognition of transportation benefits that a project may bring to the community such as bike lanes or pedestrian walkways to encourage alternate methods of transportation. It also does not consider economic or job creation benefits of a project. It is simply a black and white metric – maintain LOS C or better: Good; dip below LOS C: Not so Good. This outdated metric also does not take into consideration the high and continually escalating costs of traffic infrastructure. While it may be desirable to have free-flowing traffic during peak travel hours of the day, it may not make economic sense to design and size road capacity to minimize congestion while having excess capacity being underutilized most hours in a day. For example, a standard of some congestion during the morning and afternoon peak work week hours might still allow 158 out of 168 hours in a week, or 94% of the time, with free flowing traffic. Funding of right-size infrastructure is particularly important for small cities such as Colfax.

With this in mind, and Council's previous direction, staff is undertaking a minor update of the Circulation Element. The Element was adopted (along with the rest of the General Plan) in 1998, to recognize more current practices related to transportation and traffic impacts. Planning and Traffic Circulation practices have evolved substantially in the nearly two decades since the work began on the 1998 General Plan. This report presents an update on the proposed work for the process.

The General Plan

By law, a General Plan must be internally consistent, therefore an update of the Circulation element, regardless of how minor, will require at a minimum, a review of the Land Use Element to ensure this consistency is maintained. Furthermore, no one policy may stand alone when reviewing projects to determine conformity with the General Plan. Therefore, updating one element may lead to review and perhaps some revision of other elements. (Though staff does not anticipate any element other than the Land Use Element to need revisions for internal consistency). It is estimated that almost all the work on the General Plan update can be done in-house, with the contract planning director and staff. Some outside traffic engineering may be required, but much data has already been accumulated.

Traffic Mitigation Fee Program Study

The second part of this plan is to review and update the City's Traffic Mitigation Fee Program (which is also based on using the LOS C as the standard for determining impacts and financing improvements). Traffic mitigation funds are used for capital expenditures, including engineering and design costs, environmental documentation, right-of-way acquisition, construction, construction management and administrative costs. Fees are calculated based on the impacts created by a proposed project and as such would need to be consistent with the General Plan policy that defines the level of impact. Council has budgeted some funding for this study.

Environmental Review

Any amendment to the General Plan would be a "project" and subject to review through the CEQA process. It is anticipated that the environmental determination would be fairly straight forward.

Recommendation

The City should undertake a program to minimally update the Circulation and Land Use Elements to comprehensively evaluate future (generally 20 year time frame) traffic impacts along with recommended improvement levels based on either a desired LOS, or some other metric, to determine future impacts and programs for mitigation. Such an update will also require review and update of the Traffic Mitigation Fee program. Staff is recommending proceeding with the General Plan work with extensive community outreach, and soliciting proposals for the impact fee program update.