



# CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

## REGULAR MEETING AGENDA

September 26, 2018

Closed Session 6:30 PM

Regular Session 7:00 PM

### 1. CLOSED SESSION

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

1B. **Roll Call**

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

1D. **Closed Session**

Conference With Legal Counsel - Existing Litigation Pursuant To Government Code Section 54956.9(d)(1): People of The State Of California vs Church of Modern Medicine, Placer County Superior Court Case # SCV41724.

Conference With Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case.

### 2. CALL TO ORDER

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

2B. **Report from Closed Session**

2C. **Pledge of Allegiance**

2D. **Roll Call**

2E. **Approval of Agenda Order**

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

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

### 3. PRESENTATION

3A. **Service Proclamation**

Sergeant Ty Conners, Colfax Substation Commander

### 4. CONSENT CALENDAR

*Matters on the Consent Agenda are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the Mayor.*

**RECOMMENDED ACTION: Approve Consent Calendar**

4A. **Minutes – Regular meeting August 22, 2018**

**Recommendation:** Approve the Minutes of the Regular Meeting of August 22, 2018.

4B. **Cash Summary – August, 2018**

**Recommendation:** Accept and file.

4C. **Sierra Oaks Estates Sewer Easements**

**Recommendation:** Adopt Resolution 54-2018 authorizing the City Manager to execute quitclaim deeds for existing sewer easements and accept new deeds for sewer easements for the City's sewer main through the Sierra Oaks Estates Subdivision.

4D. **Bureau Veritas Contract for Building Inspection Services**

**Recommendation:** Adopt Resolution 55-2018 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection Services on an as needed basis not to exceed \$72,000 and subject to renewal June 30, 2019.



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

September 26, 2018

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## **5. PUBLIC COMMENT**

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

## **6. COUNCIL, STAFF AND OTHER REPORTS**

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

### **6A. Committee Reports and Colfax Informational Items - All Councilmembers**

### **6B. City Operations Update – City staff**

### **6C. Additional Reports – Agency partners**

## **7. PUBLIC HEARING**

### **7A. Public Hearing for a Conditional Use Permit and Variance for the property located at 120 N. Foresthill Street.**

**Staff Presentation:** Amy Feagans, Planning Director

**Recommendation:** Hold a Public Hearing Discuss and consider adopting Resolution 56- 2018 approving a Conditional Use Permit and a Variance for the property located at 120 N. Foresthill Street.

## **8. COUNCIL BUSINESS**

### **8A. Amendment to Maidu Village Road Improvement Deposit Agreement**

**Staff Presentation:** Alfred A. “Mick” Cabral, City Attorney

**Recommendation:** Discuss and consider adopting Resolution 57-2018 approving the First Amendment To The Road Improvement Deposit Agreement with the developers of the Maidu Village Project.

### **8B. Grant Funding for Sewer Collection System and Wastewater Treatment Plant Improvements**

**Staff Presentation:** Wes Heathcock, City Manager

**Recommendation:** Discuss and consider adopting Resolution 58-2018 authorizing the City Manager to sign and file a Financial Assistance Application for a financing agreement for the State Water Resources and Control Board for the planning, design, and construction of Sewer Collection and Wastewater Treatment Plant Improvements.

### **8C. Donation of Antique Fire Engines to the Colfax Firefighters Association**

**Staff Presentation:** Brian Eagan, Colfax Fire Battalion Chief

**Recommendation:** Discuss and consider adopting Resolution 59-2018 authorizing donation of two antique fire trucks to the Colfax Firefighters Association.

## **9. GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY**

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

## **10. ADJOURNMENT**

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



Lorraine Cassidy, City Clerk

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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.  
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City of Colfax  
 City Council Minutes  
 Regular Meeting of Wednesday, August 22, 2018  
 City Hall Council Chambers  
 33 S. Main Street, Colfax CA

**1 CLOSED SESSION**

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

Mayor Stockwin called the meeting to order at 6:29PM.

**1B. Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

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

There was no public comment.

**1D. Closed Session**

Conference With Legal Counsel - Anticipated Litigation. Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case.

Conference With Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case.

Closed session ended at 6:48PM.

**2 OPEN SESSION**

**2A. Call to Order**

Mayor Stockwin called the meeting to order at 7:00PM.

**2B. Report from Closed Session**

City Attorney Cabral noted there was nothing to report from Closed Session.

He stated there have been several questions regarding an unauthorized cannabis dispensary at 333 S. Canyon Way. The City has several legal processes which must be followed before taking action. The City has sent legal notices to the owners of the property and the proprietors. Assuming the City receives no responses, the City will take action.

**2C. Pledge of Allegiance**

Wes Heathcock, City Manager, led the Pledge of Allegiance.

**2D. Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

**2E. Approval of Agenda Order**

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved the agenda order.

**AYES:** Douglass, Harvey, Mendoza, Stockwin

**3 CONSENT CALENDAR**

**3A. Minutes - Regular Meeting August 8, 2018**

**Recommendation:** Approve the Minutes of the Regular Meeting of August 8, 2018.

**3B. Cash Summary: July 2018**

**Recommendation:** Accept and file.

### 3C. **State and Federal Surplus Property Program**

**Recommendation:** Adopt Resolution 54-2018 authorizing the Community Services Director or City Manager to acquire surplus property through the auspices of the California State Agency for Surplus Property in the form provided by the Department of General Services.

Mayor Pro Tem Mendoza asked to pull the Minutes of the August 8, 2018 meeting for discussion.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved items 3B and 3C.

**AYES:** Douglass, Harvey, Mendoza, Stockwin

Mayor Pro Tem Mendoza asked for clarification of the consensus for “Item 7B – Commercial Cannabis Retailer Permit Application Progress” which was discussed during Council Business at the August 8, 2018 Regular Council Meeting.

City Attorney Cabral responded. Council was asked to give direction to staff regarding the application process for the four businesses which have submitted applications for Commercial Cannabis Retail Permits. Two Council members asked to stop the process, one preferred to defer the process and allow the next Council to address the permitting process and one recommended staff continue with the approval process now. As three of the four Council members were not in favor of continuing the approval process at this time, staff will not take further action on the Commercial Cannabis Retailer Permit process. Staff will issue refunds to the four applicants and suspend all activities related to cannabis permits until otherwise instructed.

Councilmember Douglass stated he would personally like to have the subject brought back for discussion as he did not fully understand what his vote meant at the previous meeting. He would have liked a clearer explanation.

Mayor Pro Tem Mendoza asked about the status of the existing dispensary.

City Attorney Cabral responded there will be no legal basis for allowing the existing dispensary to continue operating. Chapter 5.32 of the Colfax Municipal Code requires all Commercial Cannabis Businesses (CCB) to have a permit. As Council has directed staff to stop the permit process, a permit cannot be issued.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved the Minutes of the August 8, 2018 Meeting.

**AYES:** Douglass, Harvey, Mendoza, Stockwin

## 4 **PUBLIC COMMENT**

*Foxy McCleary, 127 Saunders Lane*

- Ms. McCleary stated she is upset about the decision Council made last meeting. She felt the wording was confusing and she was surprised the decision closed Mr. Dion’s business. She feels the public was not made aware of the process. Also, she believes stopping the permitting process now will allow the State to take over control of the tax income from the retail sales of cannabis.

*Andrea Harrison, President of the Colfax Green Machine*

Ms. Harrison stated she is speaking in support of one of the CCB applicants which is very community centered and contributed towards the fireworks for the 3<sup>rd</sup> of July Celebration and has promised to donate enough to cover the cost of building the skatepark.



*Matthew Z'berg, representing RCP Colfax, a CCB applicant*

Mr. Z'berg stated his company would like to continue its outreach to the community, but stopping the permit process will stop the community donations as well as the business. Stopping the permitting process sends a mixed message to all business owners who will be less likely to locate in Colfax.

*Sharon Conners, area resident*

Ms. Conners commented that the CCB applicants had no guarantee of a license. They were taking a risk to apply for a permit and should have been aware of the risk.

*Annie Aubrey, representing Colfax Wellness, a CCB applicant*

Ms. Aubrey asserted the vote to stop the CCB permitting process was not on the August 8, 2018 agenda so it was not fair to the community or the applicants. She also stated a permitted and regulated CCB would combat the black market with regulated access to cannabis.

*Jim Dion, representing Golden State Patient Care, a CCB applicant and current dispensary*

Mr. Dion stated he has been tricked again and the City is operating under false pretenses. He thought the intent was to grandfather his business in. He read a letter written by his attorney which stated the City should not deny a permit to Golden State Patient Care. Mr. Dion wants his license back.

*Pamela Craven, resident of Dixon, CA*

Ms. Dixon stated she feels fear is crippling the Council from allowing the CCB's to continue with the permitting process. She has recently been to a dispensary in Dixon and was impressed with the security and overall experience.

Mayor Stockwin stated he is the only member of the Council who wants to continue the permitting process for CCB's and there is an easy way to solve the issues.

## **5 COUNCIL, STAFF, AND OTHER REPORTS**

### **5A. Committee Reports and Colfax Informational Items – All Councilmembers**

*Councilmember Harvey*

- Councilmember Harvey represented the City at the Placer County Transportation Agency and the Air Quality Control District board meetings.

*Councilmember Douglass*

- Councilmember Douglass represented the City at the SACOG board meeting.
- He supported the community at the VFW pancake breakfast, the Chamber of Commerce Mixer, the Art Walk, and the Lions Club Car Show.
- Councilmember Douglass noted 12 candidates are running for Council in the November election. He is gratified to see so many present at the Council meeting tonight.

*Mayor Pro Tem Mendoza*

- Mayor Pro Tem Mendoza reminded folks to drive carefully since schools are back in session.
- She supported the community at the Car Show and the Art Walk.
- The Canyon View Senior Apartments now has an emergency evacuation plan in place.
- She recommended everyone attend the VFW event on September 8, 2018 to honor veterans.

*Mayor Stockwin*

- Mayor Stockwin represented the City at the Mosquito and Vector Control District board meeting.
- He will be meeting with PG&E and City Manager Heathcock to discuss their new Wildlife Program.

5B. **City Operations – City Staff***City Manager Heathcock*

- City Manager Heathcock stated he has placed information for the public on the back table regarding large grants from the State Water Board to mitigate sewer rates.
- Diagrams of the upcoming Rising Sun project are also available. Paving should begin on the project soon.

5C. **Additional Reports – Agency Partners***Fred Abbott, Event Liaison*

- Mr. Abbott presented Council with tokens of Railroad Days to create a festive mood and gave a report of the plans for Railroad Days.
- He invited everyone to a fundraiser for the event which is scheduled at the Sierra Vista Community Center on August 24, 2018 at 5:30PM. Dinner from Homie Joes and a raffle are slated for the evening.
- Railroad Days will be September 15 and 16, 2018 and promises to be an exciting event with vendors, bands, a quilt show, Show and Shine car event and a presentation by Union Pacific of the Golden Spike Award to commemorate the 150<sup>th</sup> anniversary of the transcontinental railroad. Large railroad equipment is also scheduled to be on display and the Chinese Workers Memorial will have a presentation at the depot.
- Mr. Abbott asked Council to authorize the \$500 donation which is budgeted in the 2018/2019 Budget for the Railroad event. Council assented to the request.

*Chris Nave, Public Information Officer, Gold Run California Highway Patrol*

- Officer Nave reported on construction and events which will impact highway driving in the next few weeks.
- He announced a car seat event will be held in Alta on August 25, 2018 from 9-2. Officers will check car seats for correct installation and offer a car seat exchange for those that are unsafe.

*Sharon Connors and Foxey McCleary, Sierra Vista Community Center*

- Ms. McCleary invited everyone to the first Sunday breakfasts at VFW and the September 8, 2018 event to honor veterans.
- She thanked the Lions Club for supporting the Art Walk by joining the event with a car show. The last Art Walk of the year will be September 21, 2018.
- Ms. Connors announced the local tribe will be hosting a family event celebrating Native American Culture on August 25, 2018 at the Sierra Vista Community Center.

City Manager Heathcock acknowledged the City Volunteer Fire Department for their time staffing the local fire station for the past several weeks while CalFire is maxed out fighting fires in other regions of the state.

**6 COUNCIL BUSINESS****6A. Lease Agreement for City Owned Property at 99 Railroad Street, Suite 4.****Staff Presentation:** Wes Heathcock, City Manager**Recommendation:** Discuss staff recommendation and consider authorizing a 1-year lease agreement with Rainbow Music at a reduced rental rate as presented.

City Manager Heathcock stated staff, in association with Property Manager, Tami Hampshire of Foothill Properties, has been working with the current tenant of the Railroad Car to negotiate a lease with the current tenant, Rainbow Music. Rainbow Music has rented the property on a month by month basis since their lease expired in 2014. Under the previous terms, Rainbow Music is allowed to reduce their payment through landscape maintenance. They average about \$150 monthly payment plus the maintenance. The Fair Market Value for the lease is \$650.

Due to the current tenant's history of maintaining the rail car and the potential difficulty of leasing a unique property, staff is proposing a lease agreement which is continues to allow the tenants to reduce their payment with qualifying rent reduction activities.

Ms. Hampshire stated the tenants have agreed to a \$500/month lease with a \$150/month reduction for installing customized windows. The tenants would pay \$350/month.

Councilmember Harvey asked if the railcar would be difficult to rent to someone else.

Ms. Hampshire replied the property could be vacant for a long time.

Mayor Stockwin requested staff take pictures of the current condition.

Mayor Pro Tem Mendoza likes the concept of keeping a long term tenant in the building.

Patty Schooley, Colfax resident, stated she would like Council to approve the lease because so many of Colfax youth have enjoyed the music lessons provided by Rainbow Music.

On a motion by Councilmember Harvey, and a second by Mayor Pro Tem Mendoza, Council approved a lease of the property at 99 Railroad, Suite 4 with Rainbow Music in the amount of \$500/month with the ability to reduce the rent by \$150 for a one year term with a roll call vote.

**Ayes:** Douglass, Harvey, Mendoza, Stockwin

**7 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY**

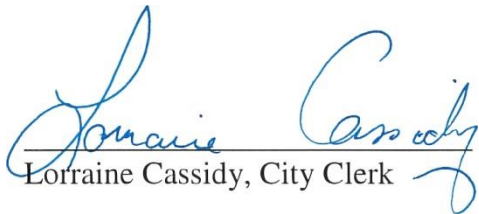
Councilmember Douglass suggested everyone think of a way to get traffic from the Burning Man event to come to downtown.

Mayor Stockwin mentioned the fiber optic terminal at S. Auburn and Church has been repaired.

**8 ADJOURNMENT**

As there was no further business, Mayor Stockwin adjourned the meeting at 8:02PM.

Respectfully submitted to City Council this 26<sup>nd</sup> day of September, 2018



Lorraine Cassidy, City Clerk



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 26, 2018 COUNCIL MEETING

**FROM:** Wes Heathcock, City Manager  
**PREPARED BY:** Laurie Van Groningen, Finance Director  
**DATE:** September 7, 2018  
**SUBJECT:** Cash Summary Report - August 2018

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

### **BACKGROUND AND ANALYSIS:**

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

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

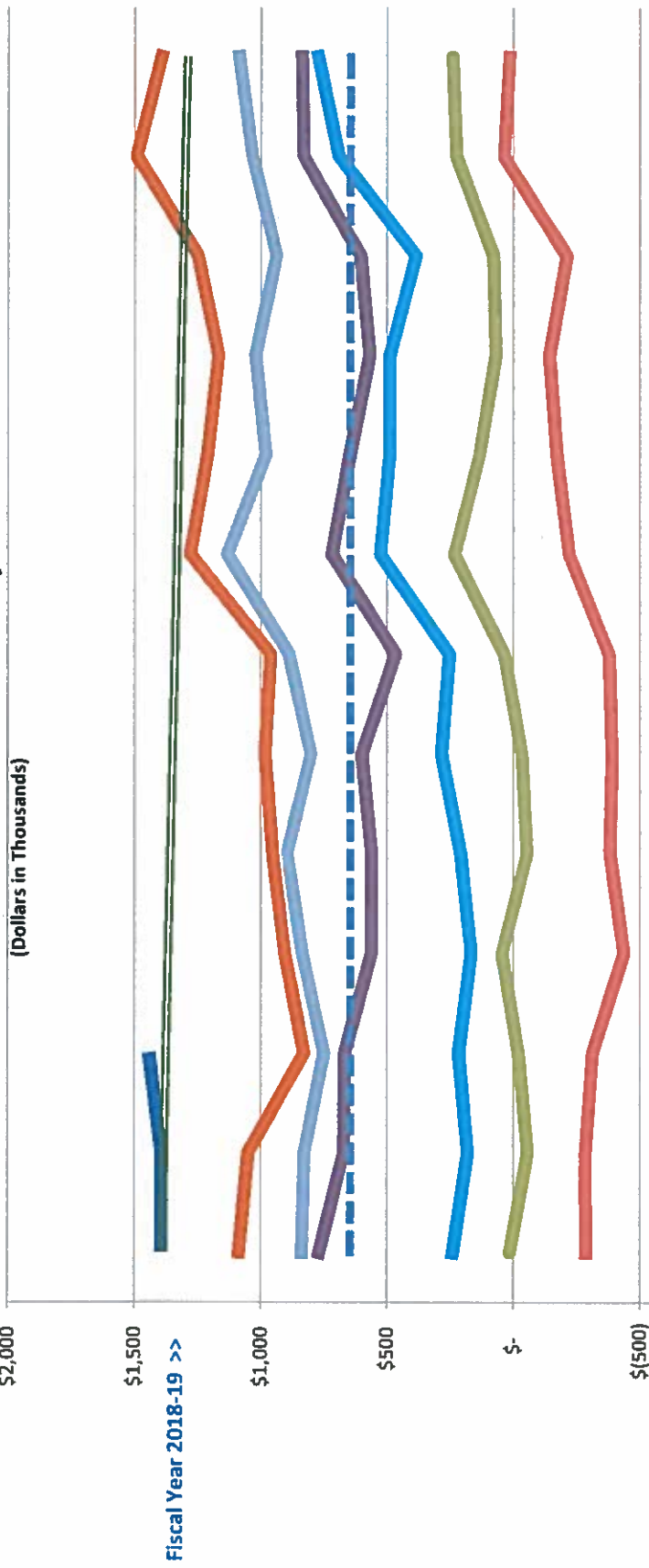
The attached reports reflect an overview of the financial transactions of the City of Colfax in August 2018. Monthly highlights include:

- Negative cash fund balances in Special Revenues and Capital project funds are due to timing of funding allocations and reimbursements.
  - Fund 250 – To be funded by Streets & Roads monies through Placer County Transportation Agency and fund transfers. Funding expected in latter part of fiscal year.
  - Second reimbursement request for Project 385 – Roundabout was finalized in early September.
- Major Revenues for August included: Final accounting for quarter ended June 30, 2018 Sales Tax \$218,000.
- Major Expenses for August included: Final payment to Winner Chevrolet \$163,000 for property purchase

### **ATTACHMENTS:**

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

## City of Colfax - August 2018 General Fund Reserved Cash Analysis

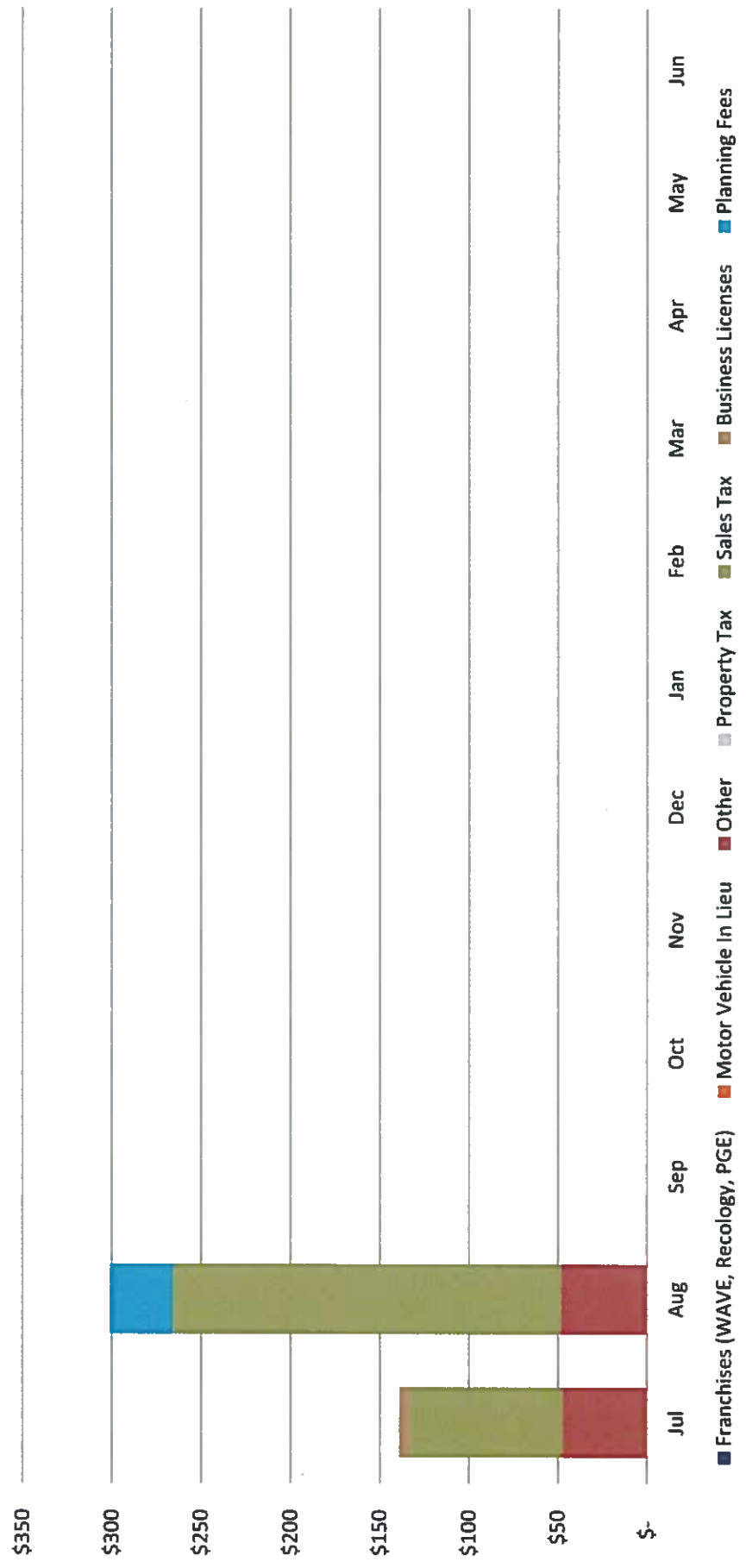


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2018-19	\$1,396	\$1,394	\$1,444										
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	\$838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	\$773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	\$240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	\$15
* Reserves (Ops, Cap, Pen)	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645
Budget FY2018-19	\$1,393	\$1,385	\$1,376	\$1,368	\$1,359	\$1,351	\$1,342	\$1,334	\$1,325	\$1,317	\$1,308	\$1,300	\$1,291

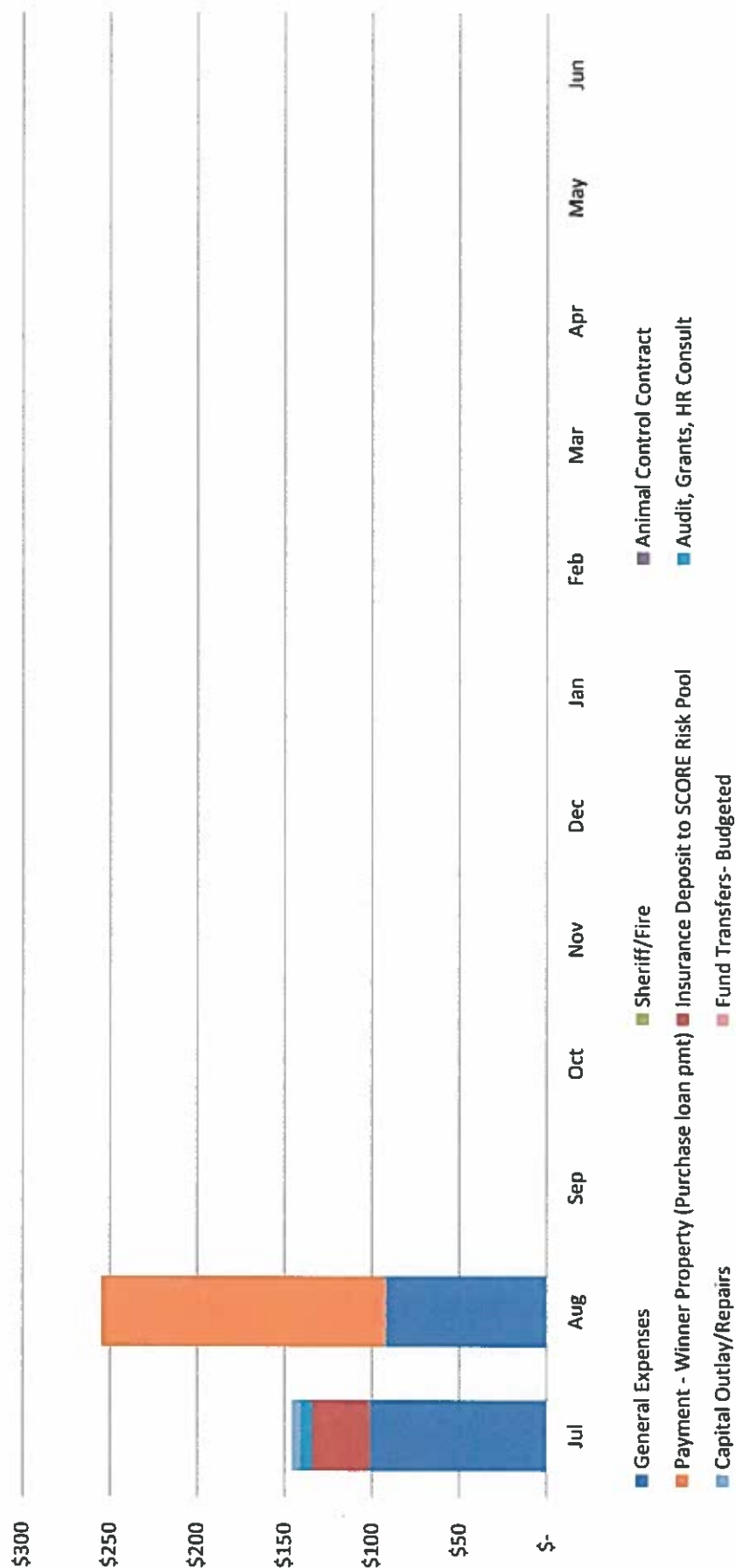
\*City Administrative policy stipulates General Fund Reserve of 25% (3 months) of annual General Fund Revenues.



# City of Colfax - August 2018 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



# City of Colfax - August 2018



City of Colfax  
Cash Summary  
August 31, 2018

	Balance 07/31/18	Revenues In	Expenses Out	Transfers	Balance 08/31/2018
US Bank	\$ 671,863.78	\$ 593,366.49	\$ (460,463.24)	\$ (150,000.00)	\$ 654,767.03
LAIF	\$ 4,459,655.78	\$ -		\$ 150,000.00	\$ 4,609,655.78
Total Cash - General Ledger	\$ 5,131,519.56	\$ 593,366.49	\$ (460,463.24)	\$ -	\$ 5,264,422.81
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 5,131,819.56	\$ 593,366.49	\$ (460,463.24)	\$ -	\$ 5,264,722.81

Change in Cash Account Balance - Total

\$ 132,903.25

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (297,098.72)
3. Cash Receipts - Daily Cash Summary Report	\$ 307,322.74
Payroll Checks and Tax Deposits	\$ (60,985.78)
Utility Billings - Receipts	\$ 181,999.46
Service Charge/Adj/Voids	\$ 1,665.55
LAIF Interest	\$ -
	<u>\$ 132,903.25</u>

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

Reviewed by: Wes Heathcock  
Wes Heathcock, City Manager

## City of Colfax

## Cash Transactions Report - August 2018

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 1,496,154.39	\$ 266,366.04	\$ (242,318.75)	\$ 1,520,201.68
Fund: 120 - Land Development Fees	\$ 23,936.60	\$ 34,557.50	\$ (12,236.25)	\$ 46,257.85
Fund: 570 - Garbage Fund	\$ (122,225.03)	\$ -	\$ -	\$ (122,225.03)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 1,397,865.96</b>	<b>\$ 300,923.54</b>	<b>\$ (254,555.00)</b>	<b>\$ 1,444,234.50</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 200 - Cannabis Application	\$ 20,292.00	\$ -	\$ (11,400.00)	\$ 8,892.00
Fund: 205 - Escrow Funds	\$ 221,617.53	\$ 4.69	\$ -	\$ 221,622.22
Fund: 571 - AB939 Landfill Diversion	\$ 28,117.26	\$ -	\$ -	\$ 28,117.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 792,652.84	\$ 77.92	\$ (8,900.10)	\$ 783,830.66
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 1,062,679.63</b>	<b>\$ 82.61</b>	<b>\$ (20,300.10)</b>	<b>\$ 1,042,462.14</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ -	\$ -	\$ -	\$ -
Fund: 211 - Mitigation Fees - Drainage	\$ 3,111.75	\$ -	\$ -	\$ 3,111.75
Fund: 212 - Mitigation Fees - Trails	\$ 43,594.17	\$ -	\$ -	\$ 43,594.17
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 68,424.86	\$ -	\$ -	\$ 68,424.86
Fund: 214 - Mitigation Fees - City Bldgs	\$ -	\$ -	\$ -	\$ -
Fund: 215 - Mitigation Fees - Vehicles	\$ -	\$ -	\$ -	\$ -
Fund: 217 - Mitigation Fees - DT Parking	\$ 22,040.89	\$ -	\$ -	\$ 22,040.89
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 218,128.99	\$ -	\$ -	\$ 218,128.99
Fund: 250 - Streets - Roads/Transportation	\$ (24,516.77)	\$ 524.57	\$ (17,805.98)	\$ (41,798.18)
Fund: 253 - Gas Taxes	\$ 6,574.55	\$ 6,311.70	\$ (1,409.84)	\$ 11,476.41
Fund: 270 - Beverage Container Recycling	\$ 18,199.49	\$ -	\$ -	\$ 18,199.49
Fund: 280 - Oil Recycling	\$ 3,588.46	\$ -	\$ -	\$ 3,588.46
Fund: 292 - Fire Department Capital Funds	\$ 31,165.55	\$ -	\$ -	\$ 31,165.55
Fund: 342 - Fire Construction - Mitigation	\$ 2,478.57	\$ -	\$ -	\$ 2,478.57
Fund: 343 - Recreation Construction	\$ 2,479.03	\$ -	\$ -	\$ 2,479.03
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 395,269.54</b>	<b>\$ 6,836.27</b>	<b>\$ (19,215.82)</b>	<b>\$ 382,889.99</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 300 - Capital Projects - General	\$ (737.50)	\$ -	\$ -	\$ (737.50)
Fund: 351 - Rising Sun Project	\$ 53,410.60	\$ -	\$ -	\$ 53,410.60
Fund: 355 - CDBG Pavement - Culver	\$ (3,108.75)	\$ -	\$ -	\$ (3,108.75)
Fund: 372 - Church/Railroad CIP	\$ (180.53)	\$ -	\$ -	\$ (180.53)
Fund: 385 - Roundabout	\$ (187,440.24)	\$ -	\$ -	\$ (187,440.24)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (138,056.42)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (138,056.42)</b>
<b>Fund Type: 2.11 - Enterprise Funds - Unassigned</b>				
Fund: 560 - Sewer	\$ 982,071.33	\$ 151,879.81	\$ (92,588.90)	\$ 1,041,362.24
Fund: 561 - Sewer Liftstations	\$ 328,498.09	\$ 19,170.44	\$ (12,687.06)	\$ 334,981.47
Fund: 563 - Wastewater Treatment Plant	\$ 532,558.54	\$ 49,478.29	\$ -	\$ 582,036.83
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 2,247.76	\$ -	\$ -	\$ 2,247.76
Fund: 567 - Inflow & Infiltration	\$ 527,151.29	\$ 3,725.33	\$ -	\$ 530,876.62
<b>Fund Type: 2.11 - Enterprise Funds - Unassignr</b>	<b>\$ 2,413,607.01</b>	<b>\$ 224,253.87</b>	<b>\$ (105,275.96)</b>	<b>\$ 2,532,584.92</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ 153.84	\$ 61,270.20	\$ (61,116.36)	\$ 307.68
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ 153.84</b>	<b>\$ 61,270.20</b>	<b>\$ (61,116.36)</b>	<b>\$ 307.68</b>
<b>Grand Totals:</b>	<b>\$ 5,131,519.56</b>	<b>\$ 593,366.49</b>	<b>\$ (460,463.24)</b>	<b>\$ 5,264,422.81</b>

## Check Register Report

ITEM 4B

Checks Processed August 2018

Date: 08/07/2018

Time: 1:09 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>							
53787	08/03/2018	Reconciled		1161	49ER WATER SERVICES	JUNE 2018 MONTHLY TESTING	2,493.00
53788	08/03/2018	Reconciled		01500	ANDERSON'S SIERRA	PARK IRRIGATIONS	698.41
53789	08/03/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 6/30/18	1,558.55
53790	08/03/2018	Reconciled		3158	CARROT-TOP INDUSTRIES, INC.	CITY FLAGS	301.03
53791	08/03/2018	Reconciled		03458	CITY OF ROCKLIN	CITY COUNTY OFFICIALS DINNER	125.00
53792	08/03/2018	Reconciled		05120	EDWARDS HEATING & COOLING	CITY HALL AC REPAIR	79.00
53793	08/03/2018	Reconciled		07570	GRAINGER	LOCKS	517.70
53794	08/03/2018	Reconciled		08070	HANSEN BROS. ENTERPRISES	RR XING ROCK	197.67
53795	08/03/2018	Reconciled		08086	HBE RENTALS	ST. TREE TRIMMING	32.90
53796	08/03/2018	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 7/25/18	1,325.04
53797	08/03/2018	Reconciled		09540	INTERSTATE SALES	CURB PAINT	92.72
53798	08/03/2018	Reconciled		12200	LEAGUE OF CALIFORNIA CITIES	DIVISION MEETING	50.00
53799	08/03/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	SHOP TOWELS	80.44
53800	08/03/2018	Reconciled		16300	PCWA -PLACER COUNTY	WATER	3,128.31
53801	08/03/2018	Reconciled		16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS JULY 2018	6,537.99
53802	08/03/2018	Reconciled		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	819.00
53803	08/03/2018	Reconciled		18400	RIEBES AUTO PARTS	STMT 7/31/18	64.45
53804	08/03/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	329.89
53805	08/03/2018	Reconciled		19320	SOLENIS	WWTP CHEMICALS	1,949.81
53806	08/03/2018	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 7/23/18	431.67
53807	08/03/2018	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JULY 2018	5,625.00
53808	08/03/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	PHONES	211.19
53809	08/07/2018	Reconciled		03141	CALPERS	HEALTH PREMIUMS AUG 2018	9,668.46
53811	08/10/2018	Reconciled		23450	WINNER CHEVROLET, INC.	2016 SALES TAX FINAL PYMT	163,188.09
53812	08/15/2018	Reconciled		01270	ADAMS ASHBY GROUP, INC.	INCOME SURVEY	360.00
53813	08/15/2018	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	192.01
53814	08/15/2018	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SERVICE JUL 2018	619.46
53815	08/15/2018	Reconciled		01500	ANDERSON'S SIERRA	QUINNS LANE REPAIR	96.91
53816	08/15/2018	Reconciled		01766	AT&T MOBILITY	CITY CELL PHONES JULY 2018	604.14
53817	08/15/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 7/22/18	2,220.40
53818	08/15/2018	Reconciled		02846	BOYLE FUTURE TECHNOLOGY	RIDING MOWER RPR	107.24
53819	08/15/2018	Reconciled		03164	CASH- PETTY CASH REIMBURSEMENT	PETTY CASH REIMBURSEMENT	102.03
53820	08/15/2018	Reconciled		03401	CHOICE BUILDER	SEPT 2018 PREMIUMS	663.47
53821	08/15/2018	Printed		07591	COLFAX GREEN MACHINE	3RD OF JULY DEPOSIT REFUND	100.00
53822	08/15/2018	Reconciled		03540	COLFAX LIONS CLUB	3RD OF JULY PARADE DEP REFUND	100.00
53823	08/15/2018	Reconciled		07570	GRAINGER	WWTP SUPPLIES	102.06
53824	08/15/2018	Reconciled		08200	HINDERLITER, DE LLAMAS & ASSOC	Q3 2018 SALES TAX AUDIT SVCS	666.73
53825	08/15/2018	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	2,665.90
53826	08/15/2018	Reconciled		11105	KOFF & ASSOCIATES	HR SVCS JULY 2018	1,267.50
53827	08/15/2018	Reconciled		13243	MEDICH ELECTRIC	SPLASH PARK ELECT RPR	338.60
53828	08/15/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	WWTP SUPPLIES	58.99
53829	08/15/2018	Reconciled		16035	PG&E	ELECTRICITY	20,372.91
53830	08/15/2018	Reconciled		16040	PURCHASE POWER	POSTAGE REFILL	503.50
53831	08/15/2018	Reconciled		01790	SIERRA OFFICE PRODUCTS	STMT 8/1/18	268.51
53832	08/15/2018	Reconciled		22134	VISION QUEST	TECH SUPPORT	1,803.95
53833	08/15/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
53834	08/15/2018	Reconciled		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JULY 2018	738.50
53835	08/20/2018	Printed		03511	COLFAX GARDEN CLUB	SPRING PLANT SALE EVENT REFUND	100.00



## Check Register Report

ITEM 4B

Checks Processed August 2018

Date: 08/07/2018

Time: 1:09 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>US BANK Checks</b>							
53836	08/20/2018	Reconciled		03556(2)	COLFAX RECREATION ASSOC INC	MENS SOFTBALL EVENT REFUND	100.00
53837	08/20/2018	Reconciled		03650	CRANMER ENGINEERING, INC.	LANDFILL TESTING	4,320.00
53838	08/20/2018	Reconciled		04234	DE LAGE LANDEN FINANCIAL	AUG 2018 COPY MACH MAINT	468.34
53839	08/20/2018	Printed		5460	ESSENTIALS YOUTH FOOTBALL CAMP	TAILGATE PARTY EVENT REFUND	45.00
53840	08/20/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	1,924.93
53841	08/20/2018	Printed		08070	HANSEN BROS. ENTERPRISES	RAILROAD CROSSING RPR	179.32
53842	08/20/2018	Reconciled		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	154.45
53843	08/20/2018	Reconciled		08200	HINDERLITER, DE LLAMAS & ASSOC	OBJ 2 & OBJ 6	11,400.00
53844	08/20/2018	Reconciled		09540	INTERSTATE SALES	BARRICADES	677.93
53845	08/20/2018	Printed		19390	MAR-VAL'S SIERRA MARKET	WATER	5.19
53846	08/20/2018	Reconciled		13262	MEYERS NAVE	LEGAL MATTER JULY 2018	3,924.90
53847	08/20/2018	Reconciled		18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS JULY 2018	6,187.50
53848	08/20/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	215.82
53849	08/20/2018	Reconciled		19037	SAFE SIDE SECURITY	CORP YARD SECURITY SYSTEM	1,350.00
53850	08/20/2018	Reconciled		19397	SIERRA SAW	BLOWER STRAPS	35.86
53851	08/20/2018	Reconciled		19474	SIMPSON & SIMPSON	QUINNS LN RPR	3,350.00
53852	08/20/2018	Reconciled		22240	VULCAN MATERIALS COMPANY	ASPHALT PATCH	510.51
53853	08/20/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	STMT 8/8/18	159.90
53854	08/20/2018	Printed		23237	WHITLEY & SONS CUSTOM SIGNS	WWTP TRUCK LOGOS	42.90
53855	08/27/2018	Reconciled		01204	ABRAHAM MARK	SALUTE TO VETS EVENT REFUND	100.00
53856	08/27/2018	Printed		01448	AMERIGAS - COLFAX	PROPANE	15.20
53857	08/27/2018	Printed		01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	25.40
53858	08/27/2018	Printed		01500	ANDERSON'S SIERRA	IRRIGATION SUPPLY	199.56
53859	08/27/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP LABOR THRU 8/12/18	1,537.20
53860	08/27/2018	Reconciled		02980	BURTON'S FIRE APPARATUS	FIRE TRUCK RPR PARTS	75.31
53861	08/27/2018	Printed		04234	DE LAGE LANDEN FINANCIAL	COPY MACH SALES TAX	100.50
53862	08/27/2018	Printed		05120	EDWARDS HEATING & COOLING	HVAC SERVICE	198.47
53863	08/27/2018	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE	180.40
53864	08/27/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	460.93
53865	08/27/2018	Printed		08070	HANSEN BROS. ENTERPRISES	LYONS PARK BARK	150.58
53866	08/27/2018	Printed		08086	HBE RENTALS	MAIN ST. GROUND MAINT	170.00
53867	08/27/2018	Void	08/30/2018	08490	HOLDREGE & KULL	WWTP POND 3 STORM DAMAGE	0.00
53868	08/27/2018	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	793.31
53869	08/27/2018	Reconciled		12209	LIEBERT CASSIDY WHITMORE	EERR REVISIONS	568.00
53870	08/27/2018	Printed		16548	PLACER SIERRA RAILROAD	DONATION TO RAILROAD DAYS	500.00
53871	08/27/2018	Reconciled		18121	RCH GROUP, INC.	MAIDU CEQA	8,970.00
53872	08/27/2018	Printed		18193	RECOLOGY AUBURN PLACER	TAX ROLLS 2017/2018	7,277.76
53873	08/27/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	RESTROOM SUPPLIES	293.33
53874	08/27/2018	Printed		19037	SAFE SIDE SECURITY	CORP YARD SECURITY JUL & AUG	5,830.00
53875	08/27/2018	Reconciled		19397	SIERRA SAW	PW TOOLS	45.94
53876	08/27/2018	Reconciled		20054	TARGET SPECIALTY PRODUCTS	LAWN CARE PRODUCTS	243.62
53877	08/27/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	16.38
53878	08/27/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	33.57
53879	08/27/2018	Reconciled		23230	JEFF WHEELER	LOT OF ART WATER	230.84
53880	08/27/2018	Reconciled		23705	WRIGHT'S ALL PHASE AUTO	PW TRUCK RPR	371.84
53882	08/30/2018	Reconciled		2087	BASIC PACIFIC	FSA PLAN FEES AUG 2018	45.00

Total Checks: 94

Checks Total (excluding void checks): 297,098.72

Total Payments: 94

Bank Total (excluding void checks): 297,098.72

Total Payments: 94

Grand Total (excluding void checks): 297,098.72

## DAILY CASH SUMMARY REPORT

ITEM 4B

08/01/2018 - 08/31/2018

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9/7/2018

1:07 pm

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
08/01/2018	Daily Totals	1,037.75	0.00	1,037.75	
08/02/2018	Daily Totals	607.25	0.00	607.25	
08/07/2018	Daily Totals	1,597.96	0.00	1,597.96	
08/09/2018	Daily Totals	715.75	0.00	715.75	
08/13/2018	Daily Totals	2,328.59	0.00	2,328.59	
08/14/2018	Daily Totals	108.00	157.67	-49.67	
08/15/2018	Daily Totals	494.00	0.00	494.00	
08/20/2018	Daily Totals	2,505.87	0.00	2,505.87	
08/21/2018	Daily Totals	432.00	0.00	432.00	
08/22/2018	Daily Totals	558.10	0.00	558.10	
08/23/2018	Daily Totals	2,000.00	0.00	2,000.00	
08/24/2018	Daily Totals	218,374.91	0.00	218,374.91	
08/27/2018	Daily Totals	3,804.62	0.00	3,804.62	
08/28/2018	Daily Totals	1,313.94	0.00	1,313.94	
08/29/2018	Daily Totals	18,876.41	0.00	18,876.41	
08/30/2018	Daily Totals	481.05	0.00	481.05	
08/31/2018	Daily Totals	580.95	0.00	580.95	
Fund: 100 - General Fund		TOTALS:	255,817.15	157.67	255,659.48
Fund: 120 - Land Development Fees					
08/23/2018	Daily Totals	15,557.50	0.00	15,557.50	
08/28/2018	Daily Totals	5,000.00	0.00	5,000.00	
08/30/2018	Daily Totals	14,000.00	0.00	14,000.00	
Fund: 120 - Land Development Fees		TOTALS:	34,557.50	0.00	34,557.50
Fund: 205 - Escrow Account - Developers					
08/15/2018	Daily Totals	0.97	0.00	0.97	
08/16/2018	Daily Totals	1.23	0.00	1.23	
08/31/2018	Daily Totals	2.49	0.00	2.49	
Fund: 205 - Escrow Account - Developers		TOTALS:	4.69	0.00	4.69

## DAILY CASH SUMMARY REPORT

ITEM 4B

08/01/2018 - 08/31/2018

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10/8/18  
9/7/2018

1:07 pm

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 253 - Gas Taxes</b>				
08/22/2018	Daily Totals	2,587.31	0.00	2,587.31
08/30/2018	Daily Totals	3,724.39	0.00	3,724.39
<b>Fund: 253 - Gas Taxes</b>	<b>TOTALS:</b>	<b>6,311.70</b>	<b>0.00</b>	<b>6,311.70</b>
<b>Fund: 560 - Sewer</b>				
08/03/2018	Daily Totals	200.00	0.00	200.00
08/29/2018	Daily Totals	4,842.67	0.00	4,842.67
<b>Fund: 560 - Sewer</b>	<b>TOTALS:</b>	<b>5,042.67</b>	<b>0.00</b>	<b>5,042.67</b>
<b>Fund: 561 - Sewer Liftstations</b>				
08/07/2018	Daily Totals	407.00	0.00	407.00
08/14/2018	Daily Totals	407.00	0.00	407.00
08/15/2018	Daily Totals	407.00	0.00	407.00
08/24/2018	Daily Totals	407.00	0.00	407.00
08/28/2018	Daily Totals	407.00	0.00	407.00
<b>Fund: 561 - Sewer Liftstations</b>	<b>TOTALS:</b>	<b>2,035.00</b>	<b>0.00</b>	<b>2,035.00</b>
<b>Fund: 567 - Inflow &amp; Infiltration</b>				
08/29/2018	Daily Totals	3,711.70	0.00	3,711.70
<b>Fund: 567 - Inflow &amp; Infiltration</b>	<b>TOTALS:</b>	<b>3,711.70</b>	<b>0.00</b>	<b>3,711.70</b>
<b>GRAND TOTALS:</b>		<b>307,480.41</b>	<b>157.67</b>	<b>307,322.74</b>



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 26, 2018 COUNCIL MEETING

**FROM:** Wes Heathcock, City Manager  
**PREPARED BY:** Dane Schilling, City Engineer, Laurie Loaiza, Senior Engineer  
**DATE:** September 12, 2018  
**SUBJECT:** Sierra Oaks Estates Sewer Easements

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Adopt Resolution 54-2018 authorizing the City Manager to execute quitclaim deeds for existing sewer easements and accept new deeds for sewer easements for the City's sewer main through the Sierra Oaks Estates Subdivision.

### SUMMARY:

On December 14, 2016 City of Colfax approved the Vesting Tentative Map for the Sierra Oaks subdivision, which included a Condition of Approval requiring construction of a new 15-inch diameter sanitary sewer main crossing Parcel 1 of the subdivision and a 20-foot easement centered on the main. The 20-foot sewer easement was recorded on April 23, 2018. Construction commenced shortly thereafter and in June 2018, it was determined the sewer needed to be realigned slightly to accommodate an existing hillside slope. The revised sewer plan was approved by the City Engineer on June 29, 2018.

The intent of the sewer easement is to provide the necessary property rights to locate and operate the sewer main across private property and allow the City access for maintenance and replacement of the sewer main and the associated manholes. Since the sewer alignment was revised after the initial easements were recorded, the sewer easements need to be replaced to match the newly constructed sewer's location.

A copy of the Quitclaim Deed and a copy of the current easement recorded April 23, 2018 are attached for reference.

### FISCAL IMPACT:

Although the City is reimbursing the Sierra Oaks Estates developer for costs associated with the replacement of the sewer main, the late change to accommodate the existing hillside was made at the developer's request. Therefore, the developer will be responsible for the proposed action on this item.

### ATTACHMENTS:

1. Resolution 54-2018
2. Sewer easement recorded April 23, 2018
3. Quitclaim Deeds (easement)
4. New sewer easements

# City of Colfax

## City Council

### Resolution № 54-2018

#### AUTHORIZING THE CITY MANAGER TO EXECUTE QUITCLAIM DEEDS FOR EXISTING SEWER EASEMENTS AND ACCEPT NEW DEEDS FOR SEWER EASEMENTS FOR THE CITY'S SEWER MAIN THROUGH THE SIERRA OAKS ESTATES SUBDIVISION

---

**WHEREAS**, the City of Colfax on December 14, 2016 approved the Vesting Tentative Map for the Sierra Oaks Subdivision, which included a Condition of Approval requiring the developer construct, on behalf of the City, a new 15-inch sanitary sewer main crossing the subdivision and to provide 20-foot easements for the new sewer main; and

**WHEREAS**, on April 23, 2018, a 20-foot sewer easement was recorded on the Sierra Oaks Estates property centered on the proposed sanitary sewer pipe alignment; and

**WHEREAS**, on June 29, 2018, the City Engineer approved a plan revision that changed the alignment of the 15-inch sewer main pipeline as necessary to meet unforeseen site constraints with the result the pipeline was no longer centered in the April 23, 2018 easements; and

**WHEREAS**, the City Engineer has determined it is necessary for the existing sewer easements to be relinquished and replaced with new easements centered on the as-constructed pipeline alignment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Colfax authorizes the City Manager to:

1. Approve the Quitclaim Deeds for the existing 20-foot sewer easement across the Sierra Oaks Estates Subdivision; and
2. Accept on behalf of the City of Colfax new 20-foot sewer easements across the Sierra Oaks Estates Subdivision centered on the as-constructed location of the City's 15-inch diameter sewer main.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY PASSED AND ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26<sup>th</sup> day of September 2018 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**ATTEST:**

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**Will Stockwin, Mayor**

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**Lorraine Cassidy, City Clerk**





PLACER, County Recorder  
RYAN RONCO

DOC- 2018-0027705-00

MONDAY, APR 23, 2018 10:28:23  
MIC \$0.00 | AUT \$0.00 | SBS \$0.00  
ERD \$0.00 | SB2 \$0.00 | \* \$0.00  
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02682743

CLK98CT282/DG/1-7

Recording requested by  
Sierra Oaks Estates LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Sierra Oaks Estates, LLC  
9724 Wedgewood Place  
Granite Bay, CA 95746

GC 27383 No fee to record Space above this line for recorder's use

### SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Sierra Oaks Estates LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. Limited Construction. GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. Repairs. The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. Indemnification. CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. Notice. Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR :      Sierra Oaks Estates LLC  
                             c/o Eric R. Stauss  
                             9724 Wedgewood Place  
                             Granite Bay, CA 95604

To CITY:              City of Colfax  
                             33 South Main Street  
                             Colfax, CA 95713

4. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

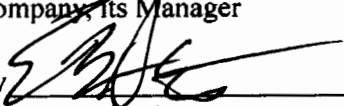
6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR:

Sierra Oaks Estates LLC,  
a California Limited Liability Company  
By: Pinetop Properties LLC, its sole member  
a California Limited Liability Company, its  
Managing Member,  
By: Monarch Mine Investments LLC,  
Member, a California Limited Liability  
Company, its Manager

By

  
Eric R. Stauss, its Manager

Dated: March 5, 2018

Accepted:

CITY OF COLFAX

By

  
Wes Heathcock  
City Manager

Dated:

3/21/2018

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 2 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Sierra Oaks Estates, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2017-0082634 of Official Records, being described as follows:

Beginning at a point located on the northeasterly line of said Parcel 2 which bears North 27° 46' 30" West 18.45 feet from the corner common to said Parcel 2, Parcel 1 of said Parcel Map and the east line of said Parcel Map; thence from said Point of Beginning North 82° 18' 25" West 6.48 feet; thence North 27° 52' 19" West 88.73 feet; thence curving to the left on an arc of a 691.29 foot radius curve, said arc having an interior angle of 17° 27' 11", an arc length of 210.58 feet and being subtended by a chord bearing North 81° 47' 18" West 209.76 feet; thence South 64° 46' 52" West 255.12 feet; thence North 34° 01' 27" West 17.96 feet to the northwesterly line of said Parcel 2; thence along said northwesterly line the following two (2) courses: (1) South 62° 30' 16" East 3.86 feet and (2) North 28° 56' 38" East 20.39 feet; thence leaving said northwesterly line South 34° 01' 27" East 6.69 feet; thence North 64° 46' 52" East 197.70 feet to the northerly line of said Parcel 2; thence along said northerly line the following four (4) courses: (1) North 86° 37' 30" East 39.49 feet, (2) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing South 86° 32' 30" East 116.13 feet, (3) South 79° 42' 30" East 100.66 feet and (4) South 27° 46' 30" East 98.94 feet to the Point of Beginning.

End of Description

  
William F. McKinney, PLS 4715



FEB 9, 2018  
Date



# EXHIBIT 'B'

## SANITARY SEWER EASEMENT

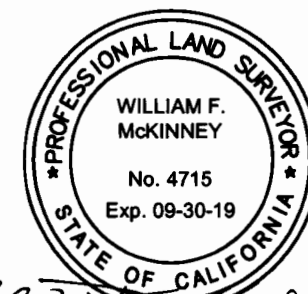
PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.

PORTION OF PARCEL 2 OF 35 PM 103  
CITY OF COLFAX, PLACER COUNTY, CA

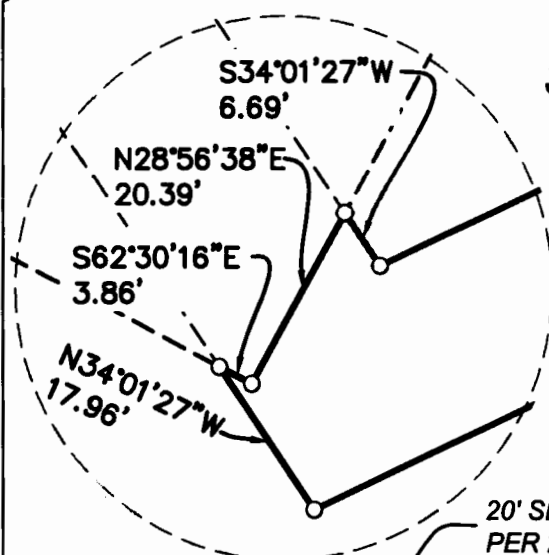
JANUARY, 2018 SCALE: 1"=80'

RFE ENGINEERING, INC.

SHEET 1 OF 1



*William F. McKinney*  
FEB 9, 2018



**DETAIL**  
SCALE: 1"=20'

PARCEL 3  
PER 35 PM 103  
DOC. NO. 2012-0071649  
PINETOP PROPERTIES, LLC

SEE DETAIL  
(ABOVE)

20' SEWER EASEMENT  
PER 2089 O.R. 426

NORTH LINE  
PARCEL 2  
PER 35 PM 103

PARCEL 1  
PER 35 PM 103

S86°32'30"E 116.13'  
R=488.00' L=116.40'  
Δ=13°40'00"

N86°37'30"E 39.49'

S79°42'30"E 100.66'

S27°46'30"E 98.94'

EAST LINE  
PARCEL 1  
PER 35 PM 103

**POB**

N27°52'19"W 88.73'

PARCEL 2  
PER 35 PM 103  
DOC. NO. 2017-0082634  
SIERRA OAKS ESTATES, LLC

N82°18'25"W 6.48'  
N27°46'30"W 18.45'(TIE)

N-S C. OF SW  
1/4 OF SECTION 2  
PER 11 PM 88  
& 26 PM 127

CORNER COMMON  
TO PARCELS 1 & 2,  
AND EAST LINE



1 INCH = 80 FEET



SEWER  
EASEMENT  
X,XXX SF

SAME as EXISTING

NEW



**California All-Purpose Acknowledgment****Civil Code §1189**

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

State of California )

County of Placer )On March 5, 2018 before me, Lorraine Cassidy  
(here insert name of Notary)Notary Public, personally appeared Eric R Stauso

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



(place notary seal above)

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

WITNESS my hand and official seal.

Signature Lorraine Cassidy

\*\*\*\*\*

**Optional Additional Information:****DESCRIPTION OF ATTACHED DOCUMENT:**

Sewer Easement (SOE)  
(Title or type of document)

Number of Pages 5 Document Date March 5, 2018

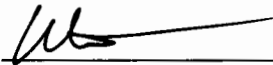
Signer(s) Other Than Named Above: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**  
**(Government Code 27281)**

This is to certify that the City Council of the City of Colfax, State of California, on the 14th day of March, 2018, by Resolution N<sup>o</sup> 16-2018 regularly passed and entered in the minutes of said Council, did hereby accept the interest in real property conveyed by the grant of easement dated March 5, 2018, granted by Sierra Oaks Estates LLC to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: March 21, 2018

By:   
Wes Heathcock

Its: City Manager

Reference APNs: 101-170-027

Project: Village Oaks and Sierra Oaks Estates Subdivisions

RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 2123020566

APN No.: 101-170-023 and 101-170-028

WHEN RECORDED MAIL TO

Pinetop Properties, LLC  
9724 Wedgewood Place  
Granit Bay, CA 95746

SPACE ABOVE THIS LINE FOR RECORDERS USE

**Quitclaim Deed (Easement)**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00

☐ computed on full value of property conveyed, or☐ computed on full value less value of liens and encumbrances remaining at time of sale.☐ Unincorporated area: ☒ City of Colfax☐ Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
City of Colfax, a public body

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to  
Pinetop Properties, LLC, a California limited liability company

that property in the City of Colfax, County of Placer, State of California, described as:

See Exhibits 'A' and 'B' attached hereto and made a part hereof.

This Instrument is being executed and recorded for the purpose of terminating, in its entirety, a sewer easement  
granted to the City of Colfax by that certain 'Sewer Easement', recorded April 23, 2018, Series No. 2018-0027707, in  
Placer County Official Records.

Date: \_\_\_\_\_

City of Colfax, a public body

By: \_\_\_\_\_

Name:

Title:

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

State of \_\_\_\_\_

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcels 1 and 3 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Pinetop Properties, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2012-0071649 of Official Records, being described as the following two (2) strips of land:

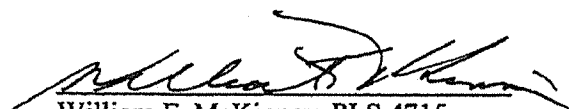
## STRIP NO. 1:

Beginning at a point located on the westerly line of said Parcel 3 which bears South 15° 49' 42" West 57.18 feet from the northwest corner of said Parcel 3; thence from said Point of Beginning South 71° 04' 35" East 22.83 feet; thence South 34° 01' 27" East 211.42 feet to the southeasterly line of said Parcel 3; thence along said southeasterly line the following two (2) courses: (1) South 28° 56' 38" West 20.39 feet and (2) North 62° 30' 16" West 3.86 feet; thence leaving said southeasterly line North 34° 01' 27" West 210.59 feet; thence North 71° 04' 35" West 15.05 feet to the northwesterly line of said Parcel 3; thence along said northwesterly line North 15° 49' 42" East 20.03 to the Point of Beginning.

## STRIP NO. 2:

Beginning at a point located on the east line of said Parcel 1 that bears North 01° 16' 59" East 15.12 feet from the most southeasterly corner of said Parcel 1, said southeasterly corner being a corner common to Parcel 1, Parcel 2 of said Parcel Map and the east boundary of said Parcel Map: thence from said Point of Beginning North 82° 18' 25" west 9.02 feet to the southerly line of said Parcel 1; thence along the southerly line the following four (4) courses: (1) North 27° 46' 30" West 98.94 feet, (2) North 79° 42' 30" West 100.66 feet, (3) curving to the left on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing North 86° 32' 30" West 116.13 feet and (4) South 86° 32' 30" West 39.49 feet; thence leaving said south line North 64° 46' 52" East 44.63 feet; thence curving to the right on an arc of a 711.29 foot radius curve, said arc having an interior angle of 18° 28' 58", an arc length of 229.45 feet and being subtended by a chord bearing South 81° 37' 43" East 228.46 feet; thence South 27° 52' 19" East 86.70 feet; thence South 82° 18' 17" East 2.96 feet to the east line of said Parcel 1; thence along said east line south 01° 16' 59" West 20.13 feet to the Point of Beginning.

End of Description

  
William F. McKinney, PLS 4715



FEB 9, 2018  
Date



# EXHIBIT 'B' SANITARY SEWER EASEMENT

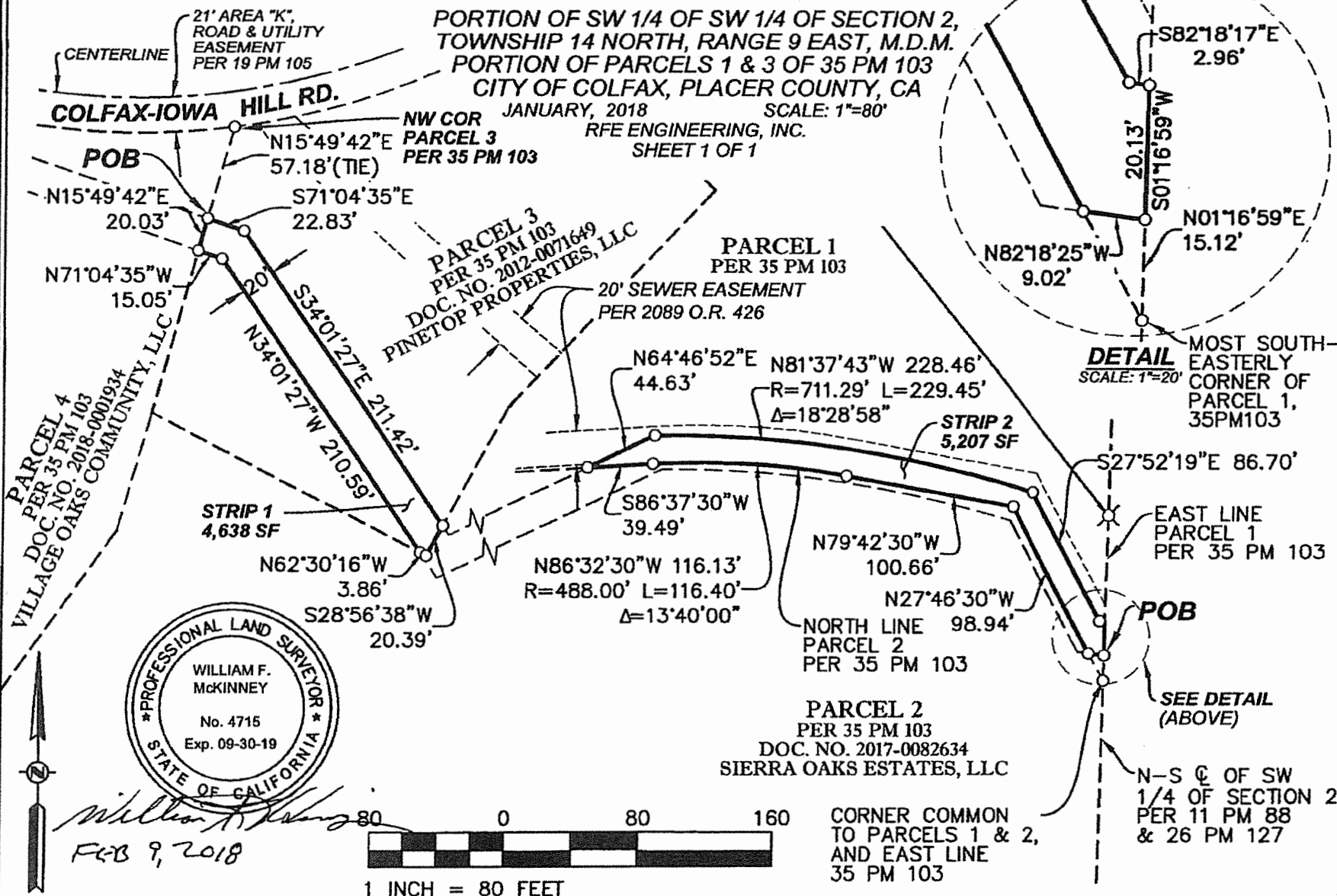
PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.  
PORTION OF PARCELS 1 & 3 OF 35 PM 103  
CITY OF COLFAX, PLACER COUNTY, CA

JANUARY, 2018

SCALE: 1"=80'

RFE ENGINEERING, INC.

SHEET 1 OF 1



C:\Users\blinches\appdata\local\temp\AcPublish\_6804\Pinetop\_SanSewer EasementADJUST.dwg Feb 02, 2018-10:37 am





# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

200 Auburn Folsom Road, Suite 205 • Auburn CA • 95603 • (530) 885-7770 • FAX (530) 302-9012

## ACCOMMODATION INSTRUCTIONS AND INDEMNITY

To: Old Republic Title Company  
200 Auburn Folsom Road, Suite 205  
Auburn, CA 95603

Date: July 26, 2018  
Escrow No.: 2123020566-MM  
Escrow Officer: Mary Sue Merjano

The undersigned acknowledges they have read and understand the "Title Insurance Disclosure Statement" required pursuant to California Civil Code Section 1057.6, which is attached hereto and made a part hereof.

You have been handed the following Document(s) to be recorded as an accommodation only: . You are authorized and instructed to prepare a Quitclaim Deed ("the Document") from City of Colfax to Pinetop Properties, LLC, a California limited liability company, pertaining to real property commonly known as Pinetop Estates (35 PM 103), Colfax, CA 95713, to be recorded as an accommodation only.

You shall cause the Document to be recorded with the County Recorder in the County where the property is situated.

The undersigned acknowledges that Old Republic Title Company, hereinafter referred to as "the Company" is making no charge other than a document preparation fee, the recording fee, transfer tax, if any, and other charges incurred by the Company.

The transfer tax, if any, has been affixed at the sole direction of the undersigned. The Company is relieved of any liability and/or responsibility for the validity of said tax, the calculation thereof, or the effect said tax shall have on the future assessments of the property by the County Tax Collector.

The undersigned understand and hereby agree that the Company, its agents, officers or employees, have made no representation and do not assume any liability or responsibility of any kind whatsoever as to the validity or effect of the Document(s) or any provision contained therein.

You are to make no demand in connection therewith, and you are relieved of any liability and responsibility as to the condition of title to the property therein described and as to the validity, sufficiency and effect of the Document(s).

It is understood that the Company may affix it's "Accommodation Only" stamp or a similar stamp to the front of the Document or the following recital may be affixed to the Document(s) which is to be recorded pursuant to this request prior to its recording:

This instrument is delivered to the Recorder's office as an accommodation by Old Republic Title Company for physical convenience only. It has not been examined as to its validity, execution or its effect upon title, if any.

You are not to issue any title insurance policy in regards to the Document(s) or the land described therein, if any. The undersigned has been advised of and having an understanding of the benefits afforded by being named as an insured in a CLTA standard coverage policy of title insurance, nevertheless do not desire to purchase a policy insuring the title to be acquired in the above referenced sale.

The undersigned acknowledge that the Company, its agents, officers and employees, have made no representations, written or oral, to the undersigned as to the condition of title of the subject real property and that the Company has not been directed or employed in any way to search title or otherwise determine the condition of the title to said real property.

The Company is unwilling to act as an agent or as escrow holder as requested unless the undersigned executes this agreement.

In consideration of the Company recording the Document(s) at the request of the undersigned, the undersigned hereby agree to save and hold the Company harmless against any and all loss or damage, including attorneys' fees and costs, arising directly or indirectly out of the recording(s) requested by the undersigned or occasioned by the undersigned's failure to purchase title insurance in connection with the purchase of the subject property.

The undersigned agrees to diligently provide for the defense of any action based upon said recording, counsel for which shall be reasonably approved by the Company. The undersigned will promptly do all things necessary or appropriate to hold harmless, protect and indemnify the Company, all of which shall be done at the sole expense of the undersigned. If the undersigned shall fail to do so, then the Company may do the same, and may pay, compromise or settle any suit, action, claim, or demand based thereon if the Company deems such actions necessary for protection, and the undersigned shall promptly reimburse the Company for any payment, expense or expenditure made or incurred in so doing.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Colfax

\_\_\_\_\_  
Pinetop Properties, LLC,



# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

200 Auburn Folsom Road, Suite 205 • Auburn CA • 95603 • (530) 885-7770 • FAX (530) 302-9012

## TITLE INSURANCE DISCLOSURE STATEMENT

(Required by section 1057.6 of Civil Code)

Date: July 26, 2018

Escrow No.: 2123020566-MM

Property: Pinetop Estates (35 PM 103), Colfax, California 95713

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

The undersigned hereby acknowledges receipt of a copy of this Title Insurance Disclosure Statement.

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Colfax

\_\_\_\_\_  
Pinetop Properties, LLC



# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

200 Auburn Folsom Road, Suite 205 • Auburn CA • 95603 • (530) 885-7770 • FAX (530) 302-9012

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Buyer(s): Pinetop Properties, LLC  
Seller(s): Pinetop Properties, LLC

Escrow No.: 2123020566-MM

From: Old Republic Title Company

Property: Pinetop Estates (35 PM 103), Colfax, California 95713

This is to give you notice that Old Republic Title Company has a business relationship with eRecording Partners Network (ePN). More specifically, Old Republic Title Company and ePN are affiliates, commonly and wholly owned by Old Republic National Title Holding Company. Because of this relationship, this referral may provide Old Republic Title Company, its parent company and/or affiliates a financial or other benefit.

Set forth below is the estimated charge or range of charges ePN generally makes for the recording services listed. You are NOT required to use ePN as a condition for obtaining title insurance or escrow services from Old Republic Title Company. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ePN Services	Estimated Charges or Range of Charges*
Per Document Fee for In-House Recording Agents, and electronic or paper recordings as feasible, including pre-check file processing, file transportation, and return mailings as needed, since not all California counties can accommodate eRecording	\$5.00 / Document

\*These charges are in addition to any charges made by a County Recorder to record the documents.

### ACKNOWLEDGMENT

**I/we have read this disclosure form, and understand that Old Republic Title Company is referring me/us to purchase the above-described settlement service(s) and that it, and/or its parent company and/or affiliates may receive a financial or other benefit as the result of this referral.**

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date



RECORDING REQUESTED BY:

Old Republic Title Company

Escrow No.: 2123020566

APN No.: 101-170-027 and 101-170-028

WHEN RECORDED MAIL TO

Sierra Oaks Estates, LLC  
9724 Wedgewood Place  
Granit Bay, CA 95746

SPACE ABOVE THIS LINE FOR RECORDERS USE

**Quitclaim Deed (Easement)**

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$0.00

☐ computed on full value of property conveyed, or☐ computed on full value less value of liens and encumbrances remaining at time of sale.☐ Unincorporated area: ☒ City of Colfax☐ Realty not sold.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Colfax, a public body

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

Sierra Oaks Estates, LLC, a California limited liability company

that property in the City of Colfax, County of Placer, State of California, described as:

See Exhibits 'A' and 'B' attached hereto and made a part hereof.

This Instrument is being executed and recorded for the purpose of terminating, in its entirety, a sewer easement granted to the City of Colfax by that certain 'Sewer Easement', recorded April 23, 2018, Series No. 2018-0027705, in Placer County Official Records.

Date: \_\_\_\_\_

City of Colfax, a public body

By: \_\_\_\_\_

Name:

Title:

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ a Notary Public,  
personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

(Seal)



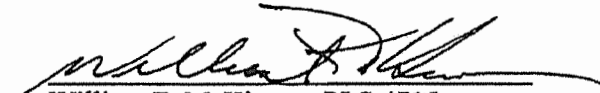
## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Parcel 2 of that certain Parcel Map entitled "Pinetop Estates", filed for record in the Office of the Recorder of Placer County in Book 35 of Parcel Maps, at Page 103, being also a portion of that certain Grant Deed to Sierra Oaks Estates, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2017-0082634 of Official Records, being described as follows:

Beginning at a point located on the northeasterly line of said Parcel 2 which bears North 27° 46' 30" West 18.45 feet from the corner common to said Parcel 2, Parcel 1 of said Parcel Map and the east line of said Parcel Map; thence from said Point of Beginning North 82° 18' 25" West 6.48 feet; thence North 27° 52' 19" West 88.73 feet; thence curving to the left on an arc of a 691.29 foot radius curve, said arc having an interior angle of 17° 27' 11", an arc length of 210.58 feet and being subtended by a chord bearing North 81° 47' 18" West 209.76 feet; thence South 64° 46' 52" West 255.12 feet; thence North 34° 01' 27" West 17.96 feet to the northwesterly line of said Parcel 2; thence along said northwesterly line the following two (2) courses: (1) South 62° 30' 16" East 3.86 feet and (2) North 28° 56' 38" East 20.39 feet; thence leaving said northwesterly line South 34° 01' 27" East 6.69 feet; thence North 64° 46' 52" East 197.70 feet to the northerly line of said Parcel 2; thence along said northerly line the following four (4) courses: (1) North 86° 37' 30" East 39.49 feet, (2) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 13° 40' 00", an arc length of 116.40 feet and being subtended by a chord bearing South 86° 32' 30" East 116.13 feet, (3) South 79° 42' 30" East 100.66 feet and (4) South 27° 46' 30" East 98.94 feet to the Point of Beginning.

End of Description

  
William F. McKinney, PLS 4715



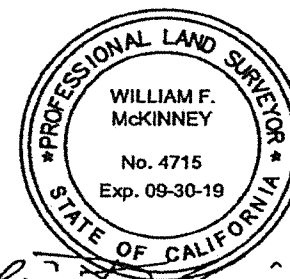
FEB 9, 2018  
Date

# EXHIBIT 'B'

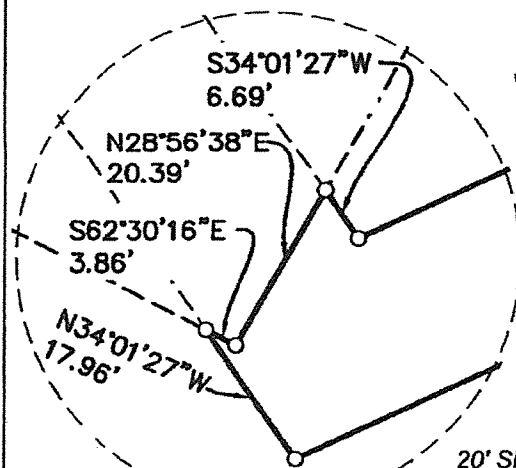
## SANITARY SEWER EASEMENT

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.  
PORTION OF PARCEL 2 OF 35 PM 103  
CITY OF COLFAX, PLACER COUNTY, CA  
JANUARY, 2018 SCALE: 1"=80'

RFE ENGINEERING, INC.  
SHEET 1 OF 1



*William F. McKinney*  
FEB 9, 2018



**DETAIL**  
SCALE: 1"=20'

**PARCEL 3**  
PER 35 PM 103  
DOC. NO. 2012-0071649  
PINETOP PROPERTIES, LLC

SEE DETAIL  
(ABOVE)

SEWER  
EASEMENT  
X,XXX SF



1 INCH = 80 FEET



**PARCEL 1**  
PER 35 PM 103

NORTH LINE  
PARCEL 2  
PER 35 PM 103

S86°32'30"E 116.13'  
R=488.00' L=116.40'  
Δ=13°40'00"

N86°37'30"E 39.49'

S79°42'30"E 100.66'

S27°46'30"E 98.94'

EAST LINE  
PARCEL 1  
PER 35 PM 103

POB

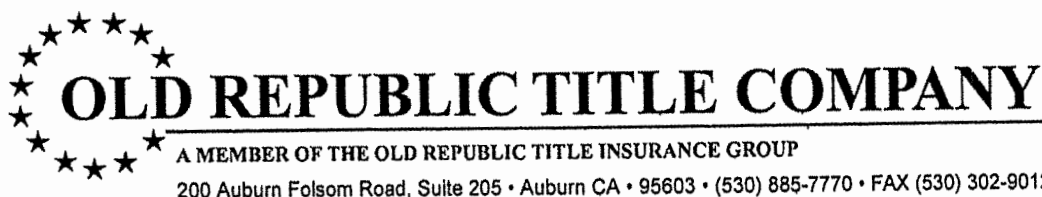
N27°52'19"W 88.73'

**PARCEL 2**  
PER 35 PM 103  
DOC. NO. 2017-0082634  
SIERRA OAKS ESTATES, LLC

N82°18'25"W 6.48'  
N27°46'30"W  
18.45'(TIE)

CORNER COMMON  
TO PARCELS 1 & 2,  
AND EAST LINE

N-S C. OF SW  
1/4 OF SECTION 2  
PER 11 PM 88  
& 26 PM 127



## ACCOMMODATION INSTRUCTIONS AND INDEMNITY

To: Old Republic Title Company  
 200 Auburn Folsom Road, Suite 205  
 Auburn, CA 95603

Date: July 23, 2018  
 Escrow No.: 2123020566-MM  
 Escrow Officer: Mary Sue Merjano

The undersigned acknowledges they have read and understand the "Title Insurance Disclosure Statement" required pursuant to California Civil Code Section 1057.6, which is attached hereto and made a part hereof.

You have been handed the following Document(s) to be recorded as an accommodation only: . You are authorized and instructed to prepare a Grant Deed ("the Document") from City of Colfax to Sierra Oaks Estates, LLC,, a California limited liability company, pertaining to real property commonly known as Pinetop Estates (35 PM 103), Colfax, CA 95713, to be recorded as an accommodation only.

You shall cause the Document to be recorded with the County Recorder in the County where the property is situated.

The undersigned acknowledges that Old Republic Title Company, hereinafter referred to as "the Company" is making no charge other than a document preparation fee, the recording fee, transfer tax, if any, and other charges incurred by the Company.

The transfer tax, if any, has been affixed at the sole direction of the undersigned. The Company is relieved of any liability and/or responsibility for the validity of said tax, the calculation thereof, or the effect said tax shall have on the future assessments of the property by the County Tax Collector.

The undersigned understand and hereby agree that the Company, its agents, officers or employees, have made no representation and do not assume any liability or responsibility of any kind whatsoever as to the validity or effect of the Document(s) or any provision contained therein.

You are to make no demand in connection therewith, and you are relieved of any liability and responsibility as to the condition of title to the property therein described and as to the validity, sufficiency and effect of the Document(s).

It is understood that the Company may affix it's "Accommodation Only" stamp or a similar stamp to the front of the Document or the following recital may be affixed to the Document(s) which is to be recorded pursuant to this request prior to its recording:

This instrument is delivered to the Recorder's office as an accommodation by Old Republic Title Company for physical convenience only. It has not been examined as to its validity, execution or its effect upon title, if any.

You are not to issue any title insurance policy in regards to the Document(s) or the land described therein, if any. The undersigned has been advised of and having an understanding of the benefits afforded by being named as an insured in a CLTA standard coverage policy of title insurance, nevertheless do not desire to purchase a policy insuring the title to be acquired in the above referenced sale.

The undersigned acknowledge that the Company, its agents, officers and employees, have made no representations, written or oral, to the undersigned as to the condition of title of the subject real property and that the Company has not been directed or employed in any way to search title or otherwise determine the condition of the title to said real property.

The Company is unwilling to act as an agent or as escrow holder as requested unless the undersigned executes this agreement.

In consideration of the Company recording the Document(s) at the request of the undersigned, the undersigned hereby agree to save and hold the Company harmless against any and all loss or damage, including attorneys' fees and costs, arising directly or indirectly out of the recording(s) requested by the undersigned or occasioned by the undersigned's failure to purchase title insurance in connection with the purchase of the subject property.

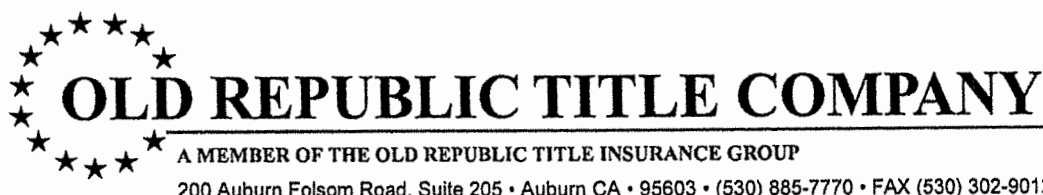
The undersigned agrees to diligently provide for the defense of any action based upon said recording, counsel for which shall be reasonably approved by the Company. The undersigned will promptly do all things necessary or appropriate to hold harmless, protect and indemnify the Company, all of which shall be done at the sole expense of the undersigned. If the undersigned shall fail to do so, then the Company may do the same, and may pay, compromise or settle any suit, action, claim, or demand based thereon if the Company deems such actions necessary for protection, and the undersigned shall promptly reimburse the Company for any payment, expense or expenditure made or incurred in so doing.

Dated: \_\_\_\_\_

\_\_\_\_\_  
City of Colfax

\_\_\_\_\_  
Sierra Oaks Estates, LLC,



**TITLE INSURANCE DISCLOSURE STATEMENT**

(Required by section 1057.6 of Civil Code)

Date: July 23, 2018

Escrow No.: 2123020566-MM

Property: Pinetop Estates (35 PM 103), Colfax, California 95713

**IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.**

The undersigned hereby acknowledges receipt of a copy of this Title Insurance Disclosure Statement.

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Colfax\_\_\_\_\_  
Sierra Oaks Estates, LLC\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature



# OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

200 Auburn Folsom Road, Suite 205 • Auburn CA • 95603 • (530) 885-7770 • FAX (530) 302-9012

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: Buyer(s): Pinetop Properties, LLC

Escrow No.: 2123020566-MM

Seller(s): Pinetop Properties, LLC

From: Old Republic Title Company

Property: Pinetop Estates (35 PM 103), Colfax, California 95713

This is to give you notice that Old Republic Title Company has a business relationship with eRecording Partners Network (ePN). More specifically, Old Republic Title Company and ePN are affiliates, commonly and wholly owned by Old Republic National Title Holding Company. Because of this relationship, this referral may provide Old Republic Title Company, its parent company and/or affiliates a financial or other benefit.

Set forth below is the estimated charge or range of charges ePN generally makes for the recording services listed. You are NOT required to use ePN as a condition for obtaining title insurance or escrow services from Old Republic Title Company. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ePN Services	Estimated Charges or Range of Charges*
Per Document Fee for In-House Recording Agents, and electronic or paper recordings as feasible, including pre-check file processing, file transportation, and return mailings as needed, since not all California counties can accommodate eRecording	\$5.00 / Document

\*These charges are in addition to any charges made by a County Recorder to record the documents.

### ACKNOWLEDGMENT

**I/we have read this disclosure form, and understand that Old Republic Title Company is referring me/us to purchase the above-described settlement service(s) and that it, and/or its parent company and/or affiliates may receive a financial or other benefit as the result of this referral.**

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date



Recording requested by  
Sierra Oaks Estates LLC

AND WHEN RECORDED MAIL TO:

Eric R. Stauss for Sierra Oaks Estates, LLC  
9724 Wedgewood Place  
Granite Bay, CA 95746

---

Space above this line for recorder's use

### SEWER EASEMENT

FOR VALUABLE CONSIDERATION, Sierra Oaks Estates LLC, a California Limited Liability Company, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called the "EASEMENT AREA"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is for city sewer line installation and maintenance by the CITY in, on, over and across the EASEMENT AREA subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the EASEMENT AREA for the purpose of installing, replacing and maintaining the city's underground sewer line;
- (b) the right from time to time to trim and to cut down and clear away any and all trees, tree roots, brush and landscaping now or hereafter on the EASEMENT AREA which may interfere, but only to the extent of the interference, with the exercise of the CITY's rights hereunder.
- (c) the right to use, access and open all current and future gates on all streets and roadways within the EASEMENT AREA or which are controlled by

GRANTOR and which control access to the EASEMENT AREA, including any equipment or pass codes needed to unlock any such gates, for the purpose of CITY exercising its rights hereunder.

- (d) the right to pass over adjacent land owned by GRANTOR to the minimum extent required for the purpose of accessing the EASEMENT AREA in performance of activities in accordance with CITY'S rights hereunder.

2. Limited Construction. GRANTOR shall not construct any permanent structure in the EASEMENT AREA. CITY shall not construct any above ground or ground level facility except for sewer manholes used for maintenance of the sewer line.

3. Repairs. The CITY shall promptly repair any and all damage caused to the EASEMENT AREA, landscaping, fencing, and other improvements within and outside the EASEMENT AREA, caused by or related to CITY'S exercise of its rights hereunder.

4. Indemnification. CITY shall indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's and consultant's fees and costs, which arise directly or indirectly out of, or in connection with, this Agreement and/or the CITY's use, operation or maintenance of its easement granted herein, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the active negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

5. Notice. Any notice between the parties must be in writing and may be personally delivered or sent by certified U.S. mail to the following addresses or other addresses as the parties may from time to time designate in a written notice:

To GRANTOR :       Sierra Oaks Estates LLC  
                          c/o Eric R. Stauss  
                          9724 Wedgewood Place  
                          Granite Bay, CA 95604

To CITY:             City of Colfax  
                          33 South Main Street  
                          Colfax, CA 95713

4. Attorney's Fees. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover the full amount of all costs, including reasonable attorney's fees that the prevailing party has incurred as a result of such action.

5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Sewer Easement shall be for the benefit of and shall be binding upon each successor owner of the EASEMENT AREA.

6. Binding Effect. This Emergency Vehicle Access Easement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of GRANTOR and CITY.

IN WITNESS WHEREOF, GRANTOR has executed this Sewer Easement.

GRANTOR:

SIERRA OAKS ESTATES LLC,  
a California Limited Liability Company  
By: Pinetop Properties LLC, its sole member  
a California Limited Liability Company, its  
Managing Member,  
By: Monarch Mine Investments LLC,  
Member, a California Limited Liability  
Company, its Manager

By \_\_\_\_\_  
Eric R. Stauss, its Manager

Dated: \_\_\_\_\_

Accepted:

CITY OF COLFAX

By \_\_\_\_\_  
Wes Heathcock  
City Manager

Dated: \_\_\_\_\_

## EXHIBIT "A"

Description of  
SEWER EASEMENT

Situated in the City of Colfax, County of Placer, State of California and being a portion of the southwest quarter of the southwest quarter of Section 2, Township 14 North, Range 9 East, M.D.M., being also a portion of Resultant Parcel 2 of that certain City of Colfax Lot Line Adjustment No. 17-03, filed for record in the Office of the Recorder of Placer County in Document No. 2017-0045327 of Official Records, being also a portion of that certain Grant Deed to Sierra Oaks Estates, LLC, a California limited liability company, filed for record in the Office of said Recorder in Document No. 2017-0082634 of Official Records, being described as the following two (2) strips of land:

## STRIP NO. 1:

Beginning at a point located on the northeasterly line of said Resultant Parcel 2 which bears North 27° 46' 30" West 18.45 feet from a point located on the east line of that certain Parcel Map of "Pine Top Estates", filed for record in the Office of said Recorder in Book 35 of Parcel Maps, at Page 103, that is common to Parcels 1 and 2 of said Parcel Map; thence from said Point of Beginning North 82° 18' 25" West 5.03 feet; thence North 28° 29' 27" West 91.71 feet; thence curving to the left on an arc of a 695.41 foot radius curve, said arc having an interior angle of 16° 21' 51", an arc length of 198.62 feet and being subtended by a chord bearing North 80° 42' 37" West 197.94 feet to the north line of said Resultant Parcel 2; thence along said north line the following three (3) courses: (1) curving to the right on an arc of a 488.00 foot radius curve, said arc having an interior angle of 11° 40' 16", an arc length of 99.41 feet and being subtended by a chord bearing South 85° 32' 38" East 99.23 feet, (2) South 79° 42' 30" East 100.66 feet and (3) South 27° 46' 30" East 98.94 feet to the Point of Beginning.

## STRIP NO. 2:

Beginning at an angle point located on the northerly line of said Resultant Parcel 2 which bears South 62° 30' 16" East 183.57 feet from the most northwesterly corner of said Resultant Parcel 2; thence from said Point of Beginning along the northerly line of said Resultant Parcel 2 North 28° 56' 38" East 20.39 feet; thence South 34° 01' 27" East 7.06 feet; thence North 67° 16' 22" East 6.19 feet; thence curving to the left on an arc of a 490.00 foot radius curve, said arc having an interior angle of 17° 48' 40", an arc length of 152.32 feet and being subtended by a chord bearing North 58° 22' 02" East 151.71 feet to the north line of said Resultant Parcel 2; thence along said north line North 86° 37' 30" East 32.15 feet; thence leaving said north line South 47° 29' 52" West 8.15 feet; thence curving to the right on an arc of a 510.00 foot radius curve, said arc having an interior angle of 19° 46' 30", an arc length of 176.02 feet and being subtended by a chord bearing South 57° 23' 07" West 175.15 feet, thence South 67° 16' 22" West 22.59 feet, thence North 34° 01' 27" West 17.59 feet to the northerly line of said Resultant Parcel 2; thence along said northerly line South 62° 30' 16" East 3.86' to the Point of Beginning.

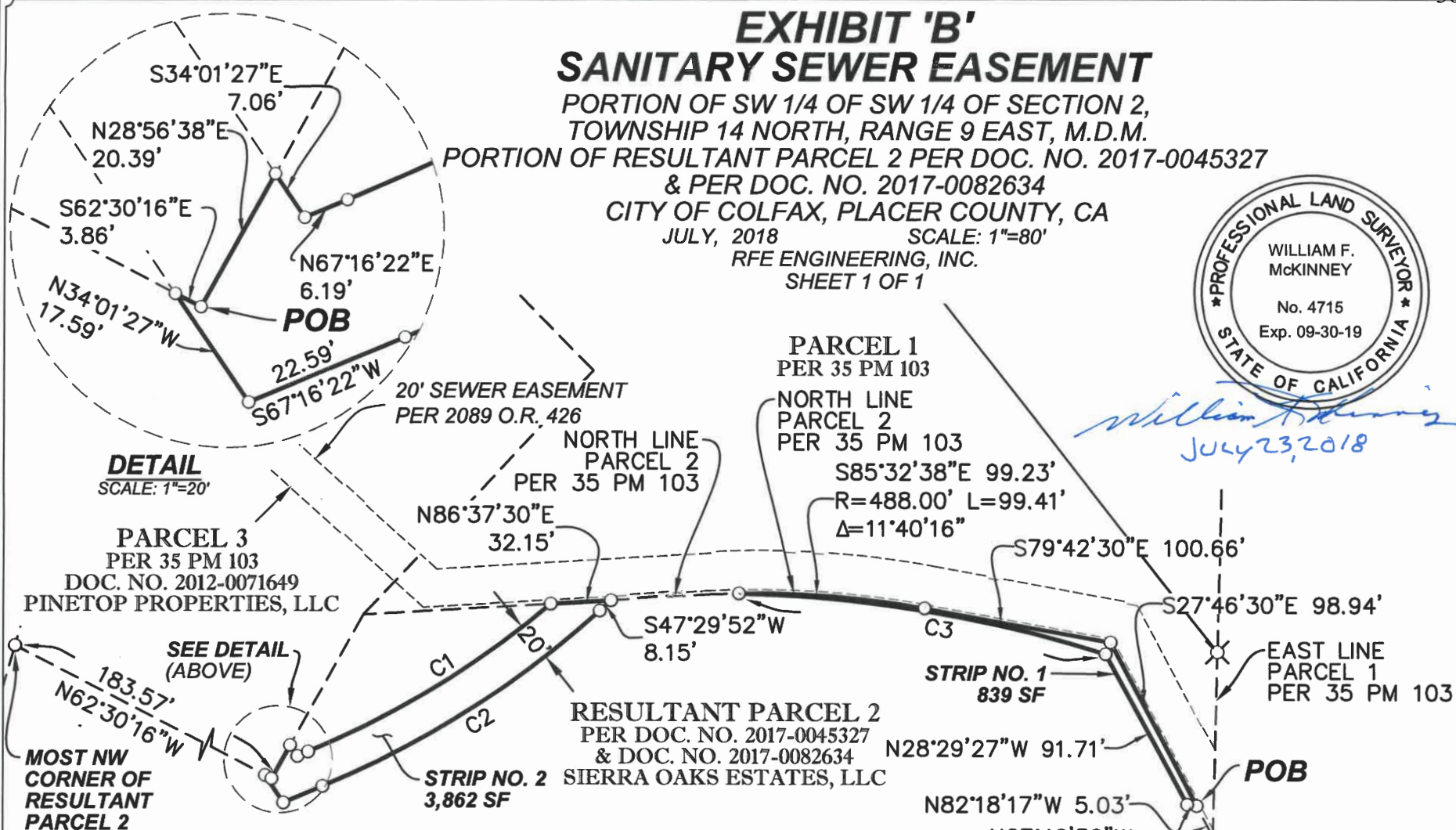
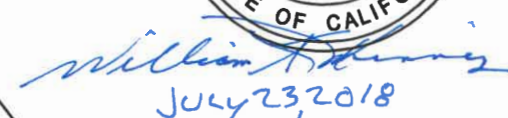
End of Description

  
William F. McKinney, PLS 4715



July 23, 2018  
Date

PORTION OF SW 1/4 OF SW 1/4 OF SECTION 2,  
TOWNSHIP 14 NORTH, RANGE 9 EAST, M.D.M.  
PORTION OF RESULTANT PARCEL 2 PER DOC. NO. 2017-0045327  
& PER DOC. NO. 2017-0082634  
CITY OF COLFAX, PLACER COUNTY, CA  
JULY, 2018 SCALE: 1"=80'  
RFE ENGINEERING, INC.  
SHEET 1 OF 1



## CURVE TABLE

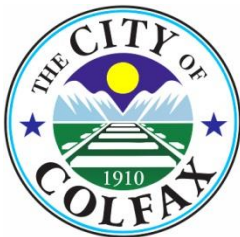
CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	152.32'	490.00'	17°48'40"	N58°22'02"E	151.71'
C2	176.02'	510.00'	19°46'30"	S57°23'07"W	175.15'
C3	198.62'	695.41'	16°21'51"	N80°42'37"W	197.94'



CORNER COMMON  
TO PARCELS 1 & 2,  
AND EAST LINE  
35 PM 103

N-S  $\frac{1}{4}$  OF SW  
SECTION 2 PER  
11 PM 88  
& 26 PM 127





# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 26, 2018 REGULAR MEETING

**FROM:** Wes Heathcock, Acting City Manager  
**PREPARED By:** Staff  
**DATE:** July 20, 2017  
**SUBJECT:** Bureau Veritas Contract for Building Inspection Services

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$72,000	FROM FUNDS: 100-400
--------------------------	-----	-------------------------------------	--------	--------------------------	-----------	------------------	---------------------

**RECOMMENDED ACTION:** Adopt Resolution 55-2018 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$72,000 and subject to renewal June 30, 2019.

### ISSUE STATEMENT AND DISCUSSION:

The current contract with Bureau Veritas provides contract services for an onsite Building Inspector on an as needed basis. Bureau Veritas is a respected leader in testing, inspection and certification services. They have successfully provided Colfax with the services of Keith Bigbee, who has 14+ years of inspection experience in the region. Mr. Bigbee is conducting building and site inspections as they are required and providing much needed updating to the Building Department systems. The position is also available for code enforcement and nuisance abatement work. Recently, the City has utilized Mr. Bigbee's expertise on code enforcement issues. The current contract with Bureau Veritas requires approval from City Council to extend services on an ongoing, as needed basis beyond June 2018. The contract services were approved in conjunction with Council budget discussions. Funding is through the General Fund with revenue available with the City's increasing building permit activity.

### ATTACHMENTS:

1. Resolution 55-2018
2. Bureau Veritas Contract Extension (4<sup>rd</sup> Amendment to the Contract)
3. Bureau Veritas Contract



# City of Colfax

## City Council

Resolution № 55-2018

**AUTHORIZING THE ACTING CITY MANAGER TO EXTEND THE CONTRACT  
WITH BUREAU VERITAS FOR BUILDING INSPECTION SERVICES ON AN AS  
NEEDED BASIS, NOT TO EXCEED \$72,000 FOR THE FISCAL YEAR ENDING  
JUNE 30, 2019**

---

**Whereas**, the City of Colfax needs the services of a Building Inspector on an on-call basis; and

**Whereas**, Bureau Veritas is a qualified firm for supplying Building Inspection personnel; and

**Whereas**, Bureau Veritas has successfully provided the services of Keith Bigbee who has over fourteen years of experience as a building inspector; and,

**Whereas**, the Bureau Veritas initial contract has been fulfilled, and the City is need of extending the contract through June 30, 2019,

**Now, Therefore, Be It Resolved and Declared** by the City Council of the City of Colfax, that the City Manager is authorized to extend the contract with Bureau Veritas for Building Inspection services on an as needed basis, not-to-exceed \$72,000.

**The Foregoing Resolution was Duly and Regularly Adopted** at a regular meeting of the City Council of the City of Colfax held on the 26<sup>th</sup> day of September 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Will Stockwin, Mayor

ATTEST:

---

Lorraine Cassidy, City Clerk

# FOURTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF COLFAX AND BUREAU VERITAS

This Fourth Amendment to the Consultant Services Agreement ("Third Amendment") dated September 27, 2018 is entered into by and between the City of Colfax ("City") and Bureau Veritas ("Consultant").

City and Consultant entered into that certain Consultant Services Agreement dated July 10, 2015 ("Agreement"), whereby Consultant agreed to provide those services specified in the exhibits of the Agreement.

City and Consultant now desire to amend the Agreement to extend the as needed contract through June 30, 2019, as provided in the approved Agreement authorized by the City Council with a not to exceed limit increase of \$72,000 for fiscal year 2018-2019.

**Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

CITY OF COLFAX

BUREAU VERITAS

\_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 15<sup>th</sup> day of July, 2015 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Bureau Veritas N. America ("Consultant").

### RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

#### **Section 1. Services.**

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

#### **Section 2. Time of Completion.**

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

#### **Section 3. Compensation.**

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all inclusive compensation that shall

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

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

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

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

#### **Section 4. Professional Ability; Standard of Quality.**

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

Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professional's in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

#### **Section 5. Indemnification.**

Consultant shall hold harmless and indemnify the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that to the extent arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are responsible to the City, or arising from the negligence or willful misconduct of the City officers, agents, employees or volunteers.

In the event liability is shared by the parties to this Agreement, each Party shall contribute in the

amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. A Party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence. The total aggregate liability of the Parties shall not exceed \$250,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

Neither Party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

#### **Section 6. Insurance.**

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

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
  2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
  3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
  4. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.
  5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be



declared to and approved by City.

- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City after providing five (5) days written notice to Consultant may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

#### **Section 7. Subcontracts.**

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

#### **Section 8. Assignment.**

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

#### **Section 9. Entire Agreement.**

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

#### **Section 10. Jurisdiction.**

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

#### **Section 11. Suspension of Services.**

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

number of days performance of the Services is suspended.

## **Section 12. Termination of Services.**

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

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

The Consultant may terminate this Agreement for any material failure by the City to comply with this Agreement, provided that the Consultant gives the City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to the City an opportunity to cure such failure within said thirty (30) days.

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

## **Section 13. Independent Contractor.**

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

- A. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.
- B. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.
- C. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager/Executive Director.

- D. Consultant may contract to perform services for other clients or entities as long as performance of said services does not interfere or conflict with Consultant's performance of Services for the City.
- E. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.
- F. Consultant shall supply its own instrumentalities, tools and place of performing the Services pursuant to this Agreement.
- G. Consultant's compensation shall be based on the actual number of hours for which Consultant provides the Services multiplied by Consultant's hourly rate plus reimbursable expenses. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self employment and similar taxes from Consultant's compensation under this Agreement.
- H. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

#### **Section 14. Ownership of Documents.**

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

**Section 15. Changes and/or Extra Work.**

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

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

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

**Section 17. Retention of Records.**

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

**Section 18. Alternative Dispute Resolution**

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

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

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

### **Section 19. Severability.**

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

### **Section 20. Entire Agreement; Amendment.**

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

### **Section 21. Time of the Essence.**

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion. However, Consultant is not responsible for delays caused by City or beyond Consultant's reasonable control.



**Section 22. Written Notification.**

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

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

If to Consultant:

**Section 23. Execution.**

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

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

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

**Section 26. Non-Solicitation of Employees.** To promote an optimum working relationship, the Parties agrees in good faith not to directly or indirectly employ or otherwise engage any employee or any person employed by the other Party within the prior six month period without the prior written consent of the Party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Parties further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a Party should breach this provision and without limiting any other remedy that may be available the breaching Party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages.

**Section 27. Force Majeure.** If the performance of this Agreement or of any obligation hereunder, except payment of monies due, is prevented, restricted or interfered with by reason of fire, or other casualty or accident; inability to procure raw materials, power or supplies; hurricanes, earthquakes,

floods or any act of God; war or other violence; any law/order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party within fifteen (15) calendar days, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

**Section 28. Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and the Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and the Consultant that any such person or entity receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

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

CITY

Signature



Printed Name

Mark Mauer

Title

City Manager

Date

7/10/15

CONSULTANT

Signature



Printed Name

MICHAEL VIEIRA

Title

Director of operations

Date

7/10/2015

APPROVED AS TO FORM:

City Attorney



1. The first part of the document is a letter from the author to the editor, dated 10/10/10.

2. The second part of the document is a letter from the editor to the author, dated 10/10/10.

3. The third part of the document is a letter from the author to the editor, dated 10/10/10.

4. The fourth part of the document is a letter from the editor to the author, dated 10/10/10.

5. The fifth part of the document is a letter from the author to the editor, dated 10/10/10.

## Exhibit A

### Scope of Work

#### Plan Review

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform plan review services. Plan review services shall consist of the review of plans and documents for compliance with jurisdiction adopted or enforced codes and regulations. Plan review services will be provided in accordance with accepted standards of practice for governmental plan review and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Plan review services covered under this agreement will be performed in the offices of BVNA, unless otherwise authorized by the jurisdiction. Plan review can be provided as full review, partial review, or discipline specific, as requested by the jurisdiction for each project.

#### Plan review services may include the review of:

- Non-structural fire and life safety plans examination
- Structural plans examination
- Electrical, mechanical, & plumbing code plans examination
- Disabled access code plans examination
- Green building code plans examination
- Energy code plans examination
- Fire sprinkler and alarm plans examination
- Fire code compliance

Plan review services shall be identified in the project task order and corresponding rate schedule. Additional services can be negotiated between BVNA and the jurisdiction, if needed. If corrections are required, BVNA will prepare comment or correction letters. The correction letter shall describe each required correction or addition, and reference the applicable code section. Letters will be distributed as directed by the jurisdiction.

If plans are recommended for approval, BVNA shall transmit to the jurisdiction the required number of sets of plans and associated documents with the plans stamped "Reviewed for Code Compliance" to indicate that the plans have been reviewed by BVNA and found to be in substantial compliance with applicable codes.

Typical turnaround times for building plan review are as follows:

	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	10	7	7	5
Residential addition and/or accessory	10	7	7	5

building				
New Residential	15	10	10	7
New Commercial	15	10	10	7
Complex, large, or unusual project	*	*	*	*

*\*Turnaround times for unusually complex or large projects can be negotiated*

### Electronic Plan Review

At the request of the jurisdiction, BVNA can provide electronic plan reviews. BVNA can utilize the system preferred by the jurisdiction, or can provide electronic review simply using PDF software.

### Third Party Review

This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints.

This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal jurisdiction plan review fee.

With approval of the Building Official, BVNA can provide third-party plan reviews/inspections. BVNA shall be solely responsible for the collection of any third-party fees.

### Inspection Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform site inspection services to verify substantial compliance with approved plans and jurisdiction adopted codes and regulations. Inspection services will be provided in accordance with accepted standards of practice for governmental inspection and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

#### Inspection services may include the following elements:

- Non-structural fire and life safety
- Structural
- Electrical, mechanical, & plumbing
- Disabled access
- Green building
- Energy
- Fire sprinkler and alarm



- Fire code compliance

Inspection services can be provided on a full-time, part-time, or as-needed basis in accordance with the requirements of the jurisdiction. Building Inspectors provided by Bureau Veritas North America, Inc. shall perform the following services:

- Become familiar with approved project plans and documents prior to inspection.
- Conduct site inspection using safe work practices.
- Identify areas of non-compliance.
- Prepare correction notice and/or discuss non-complying items and solutions with jobsite superintendent.
- For serious violations, notify Building Official and issue stop work notice in accordance with jurisdiction policies and procedures.
- Provide reinspections as necessary to address non-complying items.
- Provide inspection records in accordance with jurisdiction policies and procedures.
- When requested by the jurisdiction, coordinate inspections with fire, health, and other government agencies, as applicable to the project.

### **Permit Technician Services**

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall provide on-site permit technician services. Permit technician services will be provided in accordance with the policies, procedures, and practices of the jurisdiction.

#### **Permit technician services may include:**

Interface with the public, internal staff, and related departments  
 Review permit applications for completeness  
 Accept, login, and route plans  
 Calculate and/or collect fees  
 Issue permits  
 When authorized, review and issue counter permits  
 Maintain permit records  
 Use jurisdiction permitting programs and/or software, where applicable

## Schedule of Fees

BVNA proposes to provide inspection services on an as-needed basis for the City of Colfax. A minimum of 4 hours per day will apply, plus jobsite mileage utilizing employee or company owned vehicles.

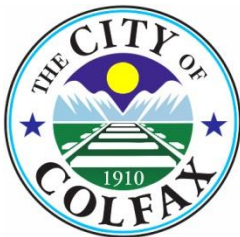
Hourly rates for project personnel are outlined below:

<u>Staff Level Classifications</u>	<u>Hourly Billing Rate</u>
Senior / Structural Plan Check Engineer	\$140
M/E/P Plan Check Engineer	\$125
Senior Plans Examiner	\$110
Plans Examiner	\$105
Supervising Inspector	\$95
Building Inspector	\$85
Permit Technician	\$65
 Fire Marshal	 \$140
Fire Protection Engineer/Plans Examiner	\$120
Senior Fire Inspector	\$110
Fire Inspector	\$90

**SCHEDULE OF RATES:** The rates include the cost of employee salaries plus sick leave, vacation, holiday and other fringe benefits. The rates include indirect overhead costs and fee (profit). Fees listed above include regular hourly labor rates. All Employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

**REIMBURSABLE RATES:** Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

This rate schedule is valid for the first contract year and is subject to annual review and adjustment with the approval of the City.



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 26, 2018 COUNCIL MEETING

**FROM:** Wes Heathcock, City Manager  
**PREPARED BY:** Amy Feagans, Planning Director  
**DATE:** September 6, 2018  
**SUBJECT:** Public Hearing for a Conditional Use Permit and a Variance for the property located at 120 N. Foresthill Street

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Hold a Public Hearing, discuss and consider adopting Resolution 56-2018 approving a Conditional Use Permit and a Variance for the property located at 120 N. Foresthill Street.

### PROJECT NOTICE:

This hearing has been noticed in accordance with the requirements of California Planning and Zoning Law, Title 17, Chapter 65000, Government Code, as amended.

### PROJECT SUMMARY:

Project Title: Fatula Conditional Use Permit and Variance  
 Applicant/Owner: Joseph and Mary Fatula  
 Location: 120 N. Foresthill Street  
 Land Use (existing): Single family residence

### Surrounding Uses

North: UP Railroad  
 South: Single family residence  
 East: Single family residence  
 West: Single family residence

Assessor's Parcel Number: 006-043-010  
 Zoning District: R-1-5 HD Single family, Historic District overlay  
 General Plan Designation: Residential Commercial

### PROJECT DESCRIPTION:

The applicants are applying for a conditional use permit to build a 210± square foot addition to the existing house, and a variance to increase the height of the existing garage and to allow off street parking within the front yard setback.

Conditional Use Permit

The existing house, as located on the parcel, encroaches into the required rear yard setback. Because of its age (built in 1906), the house has legal nonconforming status which the zoning ordinance defines as “ a structure that does not conform to the regulations for height, coverage or yards of the district in which such structure is located, but which was in conformity with applicable regulation, if any, at the time of its erection.” The applicant is requesting to build an addition the will encroach in to the required rear yard and because “the nonconforming yard is not further reduced by such enlargement” (Code section 17.100.060), the addition is allowed with the approval of a conditional use permit.

Variance

A variance is requested to increase the height of the detached garage/carriage house above the 15 foot maximum height allowed for an accessory structure per section 17.96.030-C and to allow parking within the front yard setback.

**PROJECT ANALYSIS:**

The house was originally built in 1906 and over the years has seen a number of alterations and additions, some with the proper permits, some without. The current owners recently purchased the house and are undertaking a significant remodel of both the house and the detached garage.

The 10,800± square foot lot backs up to the Union Pacific Railroad property and is surrounded by single family development. The lot slopes down gently from the east (Foresthill St) to the west (UP property). Some grading and terracing of the lot has occurred through the issuance of a grading permit from the City Engineer.

Conditional Use Permit:

The applicants are proposing a 15' x 14' addition to the house to create a master bedroom area and also to create some livable space upstairs. The conditional use permit is required to allow the proposed addition to encroach into the required rear yard setback. The house currently is approximately 7'-6" feet from the rear property line. The proposed addition will be approximately 9 feet from the property line. Because the proposed addition will be less of an encroachment into the setback than the original structure, the addition is allowed with the approval of a conditional use permit when the following findings can be made:

1. The proposed use or development is substantially consistent with the City of Colfax general plan and any applicable specific plan.
2. The proposed use or development generally conforms with all applicable standards and requirements of this title.
3. The location, size, design and operating characteristics of the use or development is generally compatible with and shall not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements.
4. The proposed use will not interfere with the nature and condition of the adjacent uses and structures.

The house as currently built is small and awkward at 1100 square feet with 2 small bedrooms, 2 bathrooms and a small kitchen and dining room. The addition will create more usable space allowing for not only the master bedroom with attached bath, but also create usable attic space with a staircase to replace the pulldown ladder.

Staff supports the conditional use permit as requested.

**Variance:**

The variance is requested to improve/expand the existing garage and to allow additional parking with the front yard setback.

The applicants are proposing to expand the existing garage by adding approximately 300 feet by extending the depth of the structure into the backyard. They also propose to increase the height of the garage to a maximum of 23'-7", creating space for a second level. Access to this second level will be from an interior staircase located at the back of the building (refer to Attachments 6 and 7). A "carport" space will also be incorporated into the structure creating 3 covered spaces. The zoning code limits the height of detached garages and other accessory units to a maximum of 15 feet. The increased height will allow for an attractive carriage house design for the garage in keeping with the style of the 1906 house. The project site is within the historic district and the design of the garage structure meets the intent of the Historic District overlay guidelines. The project also includes a small walk-in basement area below the back portion of the garage that will be accessed through a pedestrian door from the back yard.

The following findings must be made to support any variance request:

1. There are special circumstances applicable to the property, including size, shape, topography, location or surroundings, such that the strict application of the provisions of this zoning ordinance deprives the property of privileges enjoyed by other property in the vicinity and under identical land use.
2. The granting of the variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located.
3. The granting of the variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel.
4. The granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to the property or improvements in such vicinity and land use district in which the property is located.

Staff supports the variance as requested.

**ENVIRONMENTAL REVIEW:**

This project is categorically exempt from environmental review pursuant to the guidelines of the California Environmental Quality Act per section 15301(e), Existing Facilities. This class exemption includes minor alteration of existing structures.

**CONDITIONS OF APPROVAL**

Conditions of approval (Attachment 2) have been prepared to ensure the project is built as approved. Any significant changes to the approved design may require subsequent approval by the City Council.

**STAFF RECOMMENDATION:**

Approve the attached Resolution.

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**ATTACHMENTS:**

1. Resolution 56-2018
2. Conditions of Approval
3. Site Plan
4. Elevations of House
5. Floor plans of House
6. Elevations of garage
7. Floor plans of garage
8. Site photographs



# City of Colfax

## City Council

### Resolution № 56-2018

#### APPROVING THE CONDITIONAL USE PERMIT AND VARIANCE FOR THE PROPERTY AT 120 N. FORESTHILL STREET (APN 006-043-010)

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**WHEREAS**, the City of Colfax received an application for a Conditional Use Permit and a Variance to construct an addition to the legal nonconforming single family home at 120 N Foresthill Street; and

**WHEREAS**, the application also included a request for a Variance to construct a garage/carriage house and two surface off street parking spaces within the front yard setback; and

**WHEREAS**, the project has been determined to be categorically exempt from CEQA pursuant to section 15301 (e), existing facilities; and

#### ***Conditional Use Permit Findings:***

**WHEREAS**, the proposed use or development is substantially consistent with the City of Colfax General Plan; and

**WHEREAS**, the proposed use or development generally conforms with all applicable standards and requirements of this title; and

**WHEREAS**, the location, size, design and operating characteristics of the use or development is generally compatible with and shall not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, or be detrimental or injurious to public or private property or improvements; and

#### ***Variance Findings:***

**WHEREAS**, the proposed use will not interfere with the nature and condition of the adjacent uses and structures; and

**WHEREAS**, there are special circumstances applicable to the property, including location and surroundings, such that the strict application of the provisions of this zoning ordinance deprives the property of privileges enjoyed by other property in the vicinity and under identical land use; and

**WHEREAS**, the granting of the variance does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located; and

**WHEREAS**, the granting of the variance does not allow a use or activity which is not otherwise expressly authorized by the regulations governing the subject parcel; and

**WHEREAS**, the granting of the variance will not be detrimental to the public health, safety or welfare, or injurious to the property or improvements in such vicinity and land use district in which the property is located; and

**WHEREAS**, conditions of approval have been prepared and included as Exhibit A to this resolution; and

**WHEREAS**, the City Council held a noticed Public Hearing as required by City Code.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Colfax approves the Conditional Use Permit and Variance for the property at 120 N. Foresthill Street.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the September 26, 2018 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Will Stockwin, Mayor**

**ATTEST:**

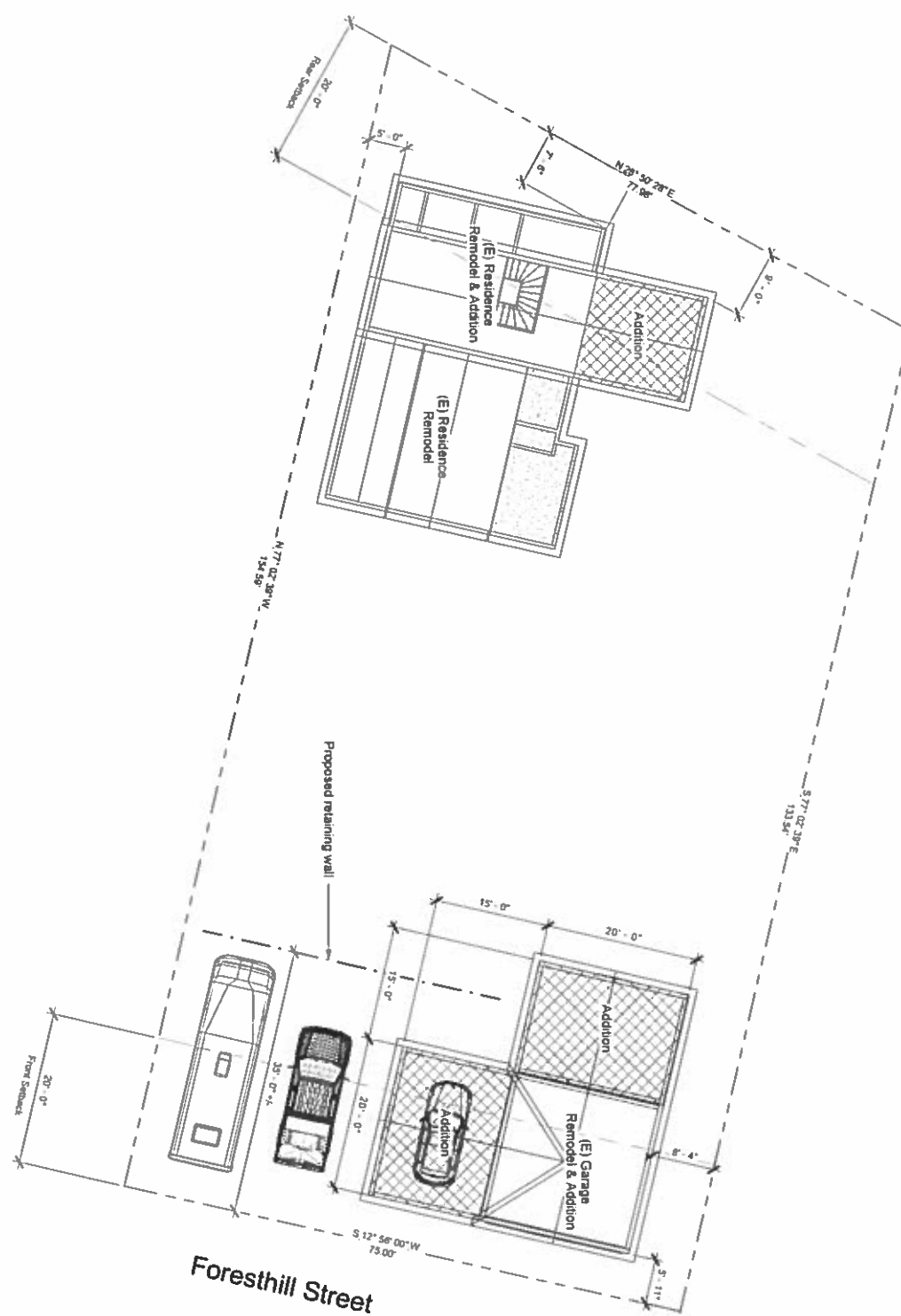
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**Lorraine Cassidy, City Clerk**

**Fatula Conditional Use Permit and Variance  
File No. CUP2018-001**

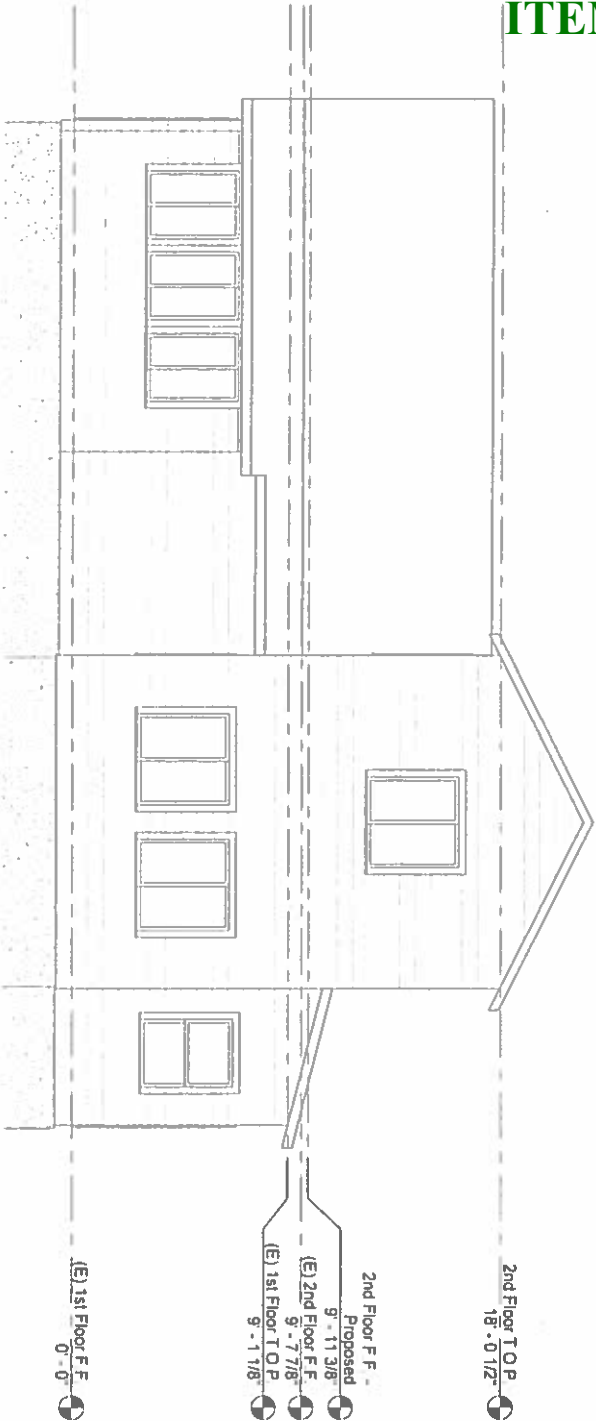
**Conditions of Approval**

1. Construction shall conform to the drawings and plans prepared by Spyglass Design and attached to the Staff Report dated September 26, 2018. Any modification will require review by Planning Staff and may require resubmittal to and approval by the City Council.
2. Construction shall be limited as stated and permitted per section 8.28.010 of the Colfax Municipal Code.
3. All requirements of the City Engineer shall be met. Encroachment permits as distinguished from a building permit shall be obtained prior to commencing work in the public right-of-way.
4. For projects that affect site drainage, a preliminary drainage plan shall be reviewed and approved by the City Engineer prior to issuance of building permits.
5. Plans submitted to the Building Department for permit issuance shall be consistent with these approved plans dated September 26, 2018.

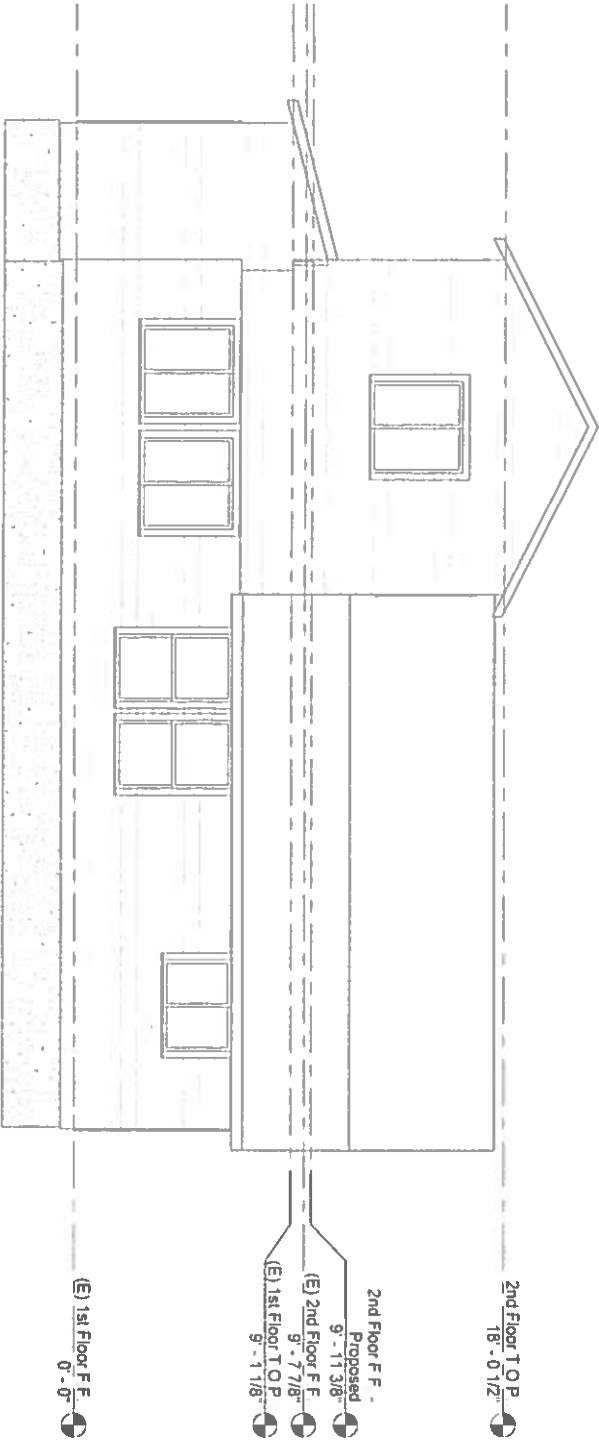


Foresthill Street

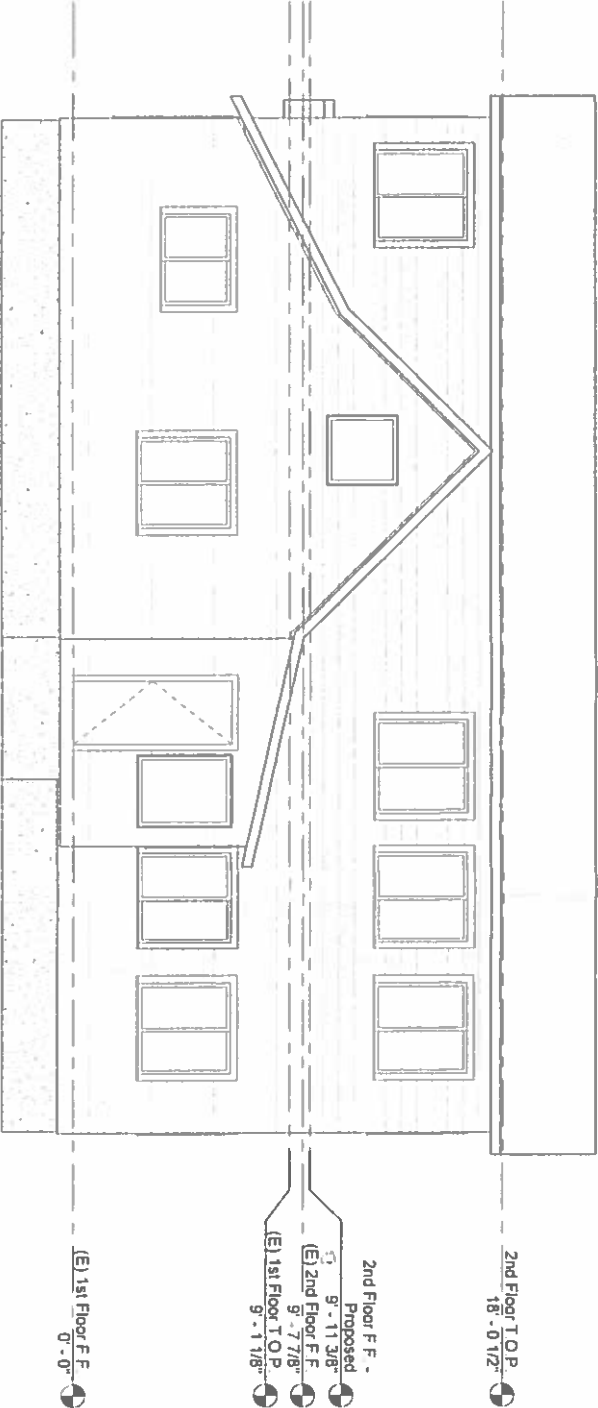
Scale 1" = 10'-0" Sheet no A107	Dr. Joe Fatula Remodel & Addition 120 N Foresthill St. Colfax, CA	Designed By Drawn By Revision Revision Date	Engineer/Architect signature	No. Revision Date Revision Description	<div>  </div> <div>             P.O. Box 1343              Meadow Vista, CA 95722              Designer: Jamey Church              jchurch@spyglassdb.com           </div>
	Sheet Title Plot Plan				



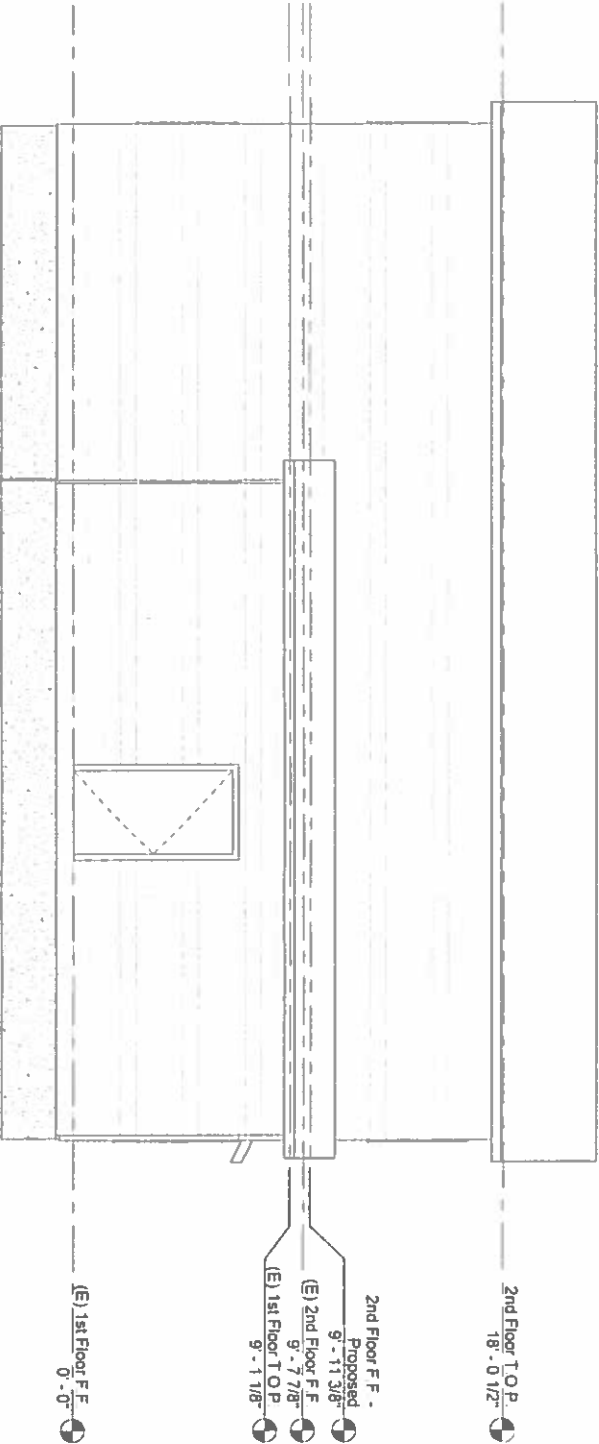
North  
1/4" = 1'-0"



South  
1/4" = 1'-0"



East  
1/4" = 1'-0"

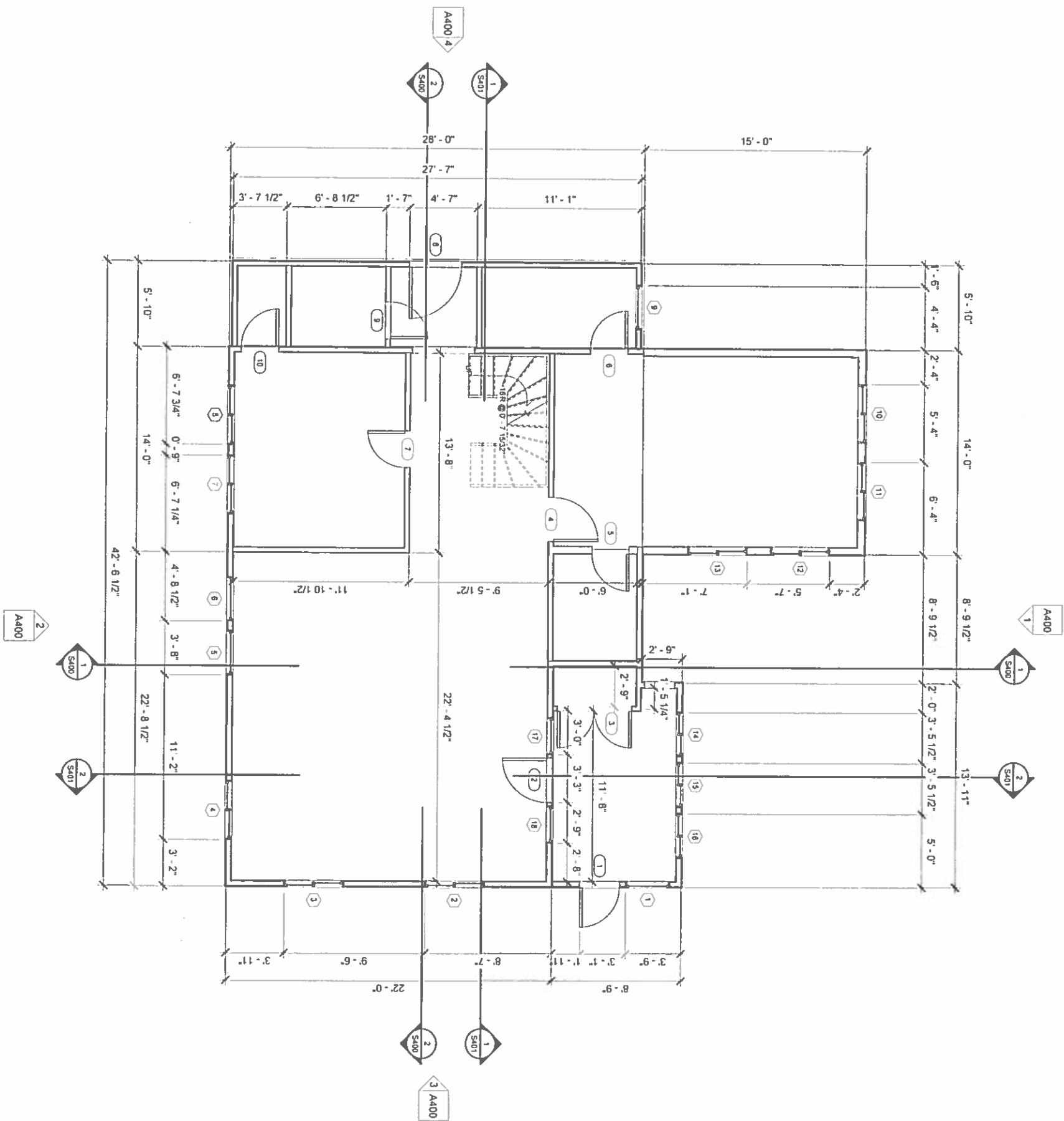


West  
1/4" = 1'-0"



1 Proposed 1st Floor F.F.

1/4" = 1'-0"



GENERAL CONSTRUCTION NOTES

- All measurements are to interior/exterior wall stud face
  - Bathroom exhaust fan to comply with CRC 2016. Fan shall exhaust a minimum of 50CFM, have a rating of 3 sonas or less. Duct sizing to be per manufacturer specifications. See sheet A401 for additional details.
  - Range and associated hood, to comply with CRC 2016. Range shall be installed with smooth ducting to the outdoors, exhausting a minimum of 100CFM, have a rating of 3 sonas or less unless CFM is greater than 400, and fitted with a backdraft damper per CMC 504.1. Duct sizing to be per manufacturer specifications. See sheet A501 for proposed product specifications. Equal substitution allowed.
  - See cabinet manufacturer drawings for cabinet and island layout.
  - Ground immediately adjacent to new foundation shall be sloped a minimum of 5% (5') over the first 10' perpendicular to the face of the wall. Impervious surfaces within 10 feet of building shall be sloped a minimum of 2 percent away from the building. CRC RA01.3
  - Ceilings and walls at separation of primary and second dwelling (if applicable) and dwelling and garage to be provided with 5/8" type 'X' gypsum board. Alternate methods of achieving one (1) hour fire rating to be approved by city or county.
  - Horizontal drainage piping to be minimum 4" diameter per CRC Table 703.2
- NOTE: ALL MEASUREMENTS TO BE FIELD VERIFIED PRIOR TO FIELD OR SHOP CONSTRUCTION.

PLUMBING FIXTURE MAXIMUM FLOW

- Single shower head: 2 GPM (CGBSC 4.303.1.3)
- Multiple shower heads: combined 2 GPM or 2 GPM max with one in operation at a time (CGBSC 4.303.1.3.2)
- Lavatory faucets: 1.2 GPM (CGBSC 4.303.1.4.1)
- Kitchen faucets: 1.8 GPM with temporary increase to 2.2 GPM, defaulting to 1.8 GPM (CGBSC 4.303.1.4.4)
- Water closets: 1.28 gallons per flush (CGBSC 4.303.1.1)

NOTES

- All new or exposed hot water supply piping 3/4" and greater shall be insulated per CEC Section 150.0(12) iii.
- All new or exposed hot water supply piping from the heating source to the kitchen fixtures shall be insulated per CEC Section 150.0(12) vi.

WATER HEATER NOTES

New systems using gas or propane water heaters whether tank or on-demand, to serve individual dwelling units shall include all the following components:

- a 120V electrical receptacle that is within 3 feet from the water heater and accessible to the water heater with no obstructions
- a category III or IV vent, or a type B vent with straight pipe between the outside termination and the space where the water heater is installed
- a condensate drain that is no more than 2 inches higher than the base of the installed water heater, and allows natural draining without pump assist
- a gas supply line with a capacity of at least 200,000 Btu/hr
- Water heater installation to comply with California Plumbing Code 2016 Edition Chapter 5, including but not limited to installation, location, venting, strapping and over pressure over temperature protection
- Water heater to have a minimum efficiency of 0.80 EFF.

2 Wall Legend

1/2" = 1'-0"

- |  |  |
|--|--|
| Core 2x6 DF #2 @ 16" o.c.<br>Exterior 3/8" plywood/osh & Lapped Siding<br>Interior Gypsum Interior   | Core 2x4 DF #2 @ 16" o.c.<br>Exterior 1/2" plywood/osh, Lapped Siding<br>Interior None |
| Core 2x4 DF #2 @ 16" o.c.<br>Exterior 1/2" plywood/osh, 5/8" Type 'X' Gypsum<br>Interior 1/2" Gypsum | Core 2x4 DF #2 @ 16" o.c.<br>Exterior 1/2" Gypsum<br>Interior 1/2" Gypsum              |

SPYGLASS DESIGN

P O Box 1343

Designer: Jamey Church

Dr. Joe Fatula Remodel & Addition

120 N Foresthill St.  
Colfax, CA

Sheet Title  
House First Floor Plan

Scale: As indicated



Designed By	Deas
Drawn By	Ad
Revision	Plumb
Revision Date	Chk

Engineer/Architect sign

GENERAL CONSTRUCTION NOTES

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- See cabinet manufacturer drawings for cabinet and island layout.
- Ground immediately adjacent to new foundation shall be sloped a minimum of 5% (6") over the first 10' perpendicular to the face of the wall. Impervious surfaces within 10 feet of building shall be sloped a minimum of 2 percent away from the building. CRC R401.3
- Ceilings and walls at separation of primary and second dwelling (if applicable) and dwelling and garage to be provided with 5/8" type 'X' gypsum board, alternate methods of achieving one (1) hour fire rating to be approved by city or county.
- Horizontal drainage piping to be minimum 4" diameter per CPC Table 703.2.

NOTE: ALL MEASUREMENTS TO BE FIELD VERIFIED PRIOR TO FIELD OR SHOP CONSTRUCTION.

PLUMBING FIXTURE MAXIMUM FLOW

- Single shower head: 2 GPM (CGBSC 4.303.1.3)
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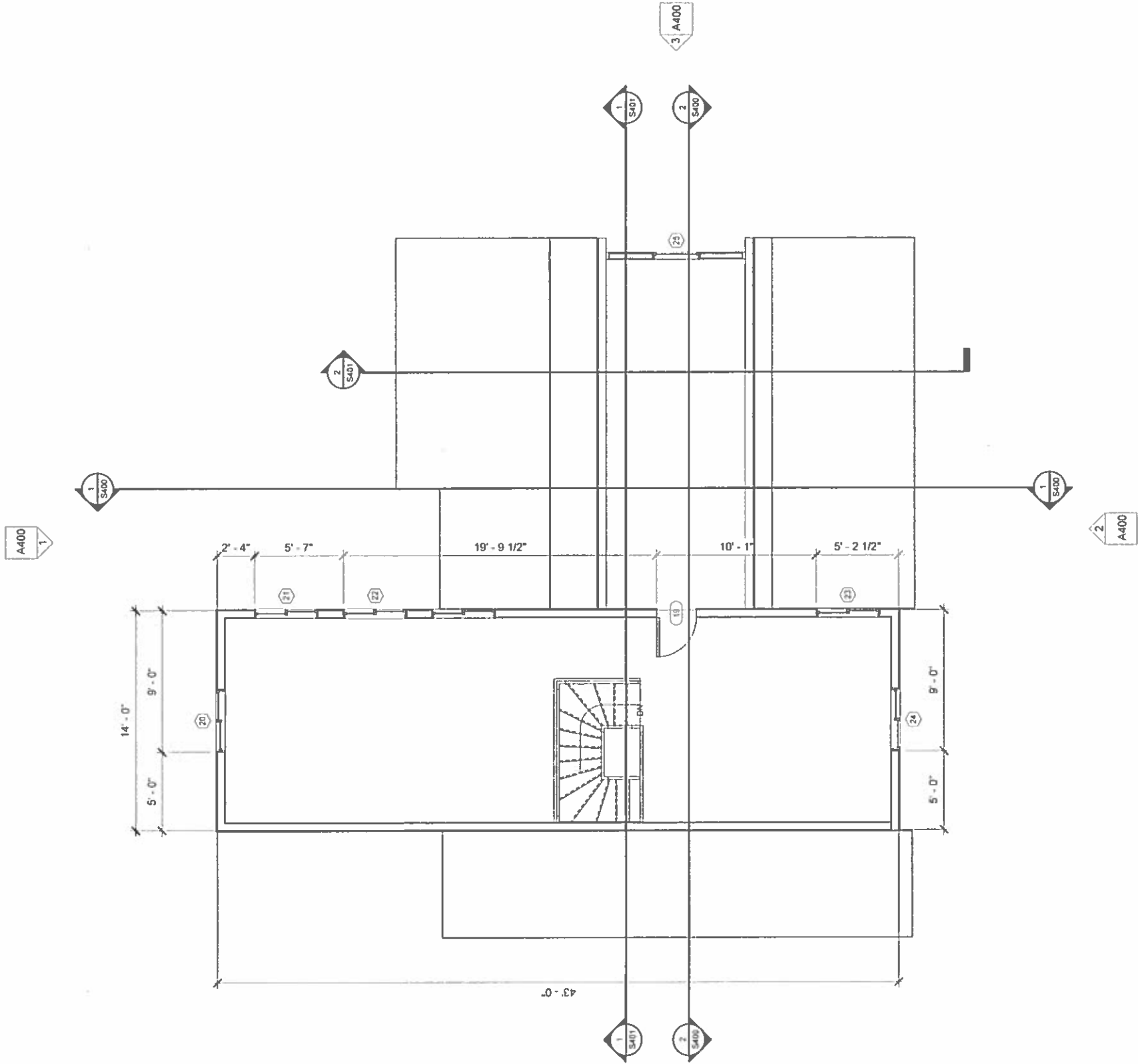
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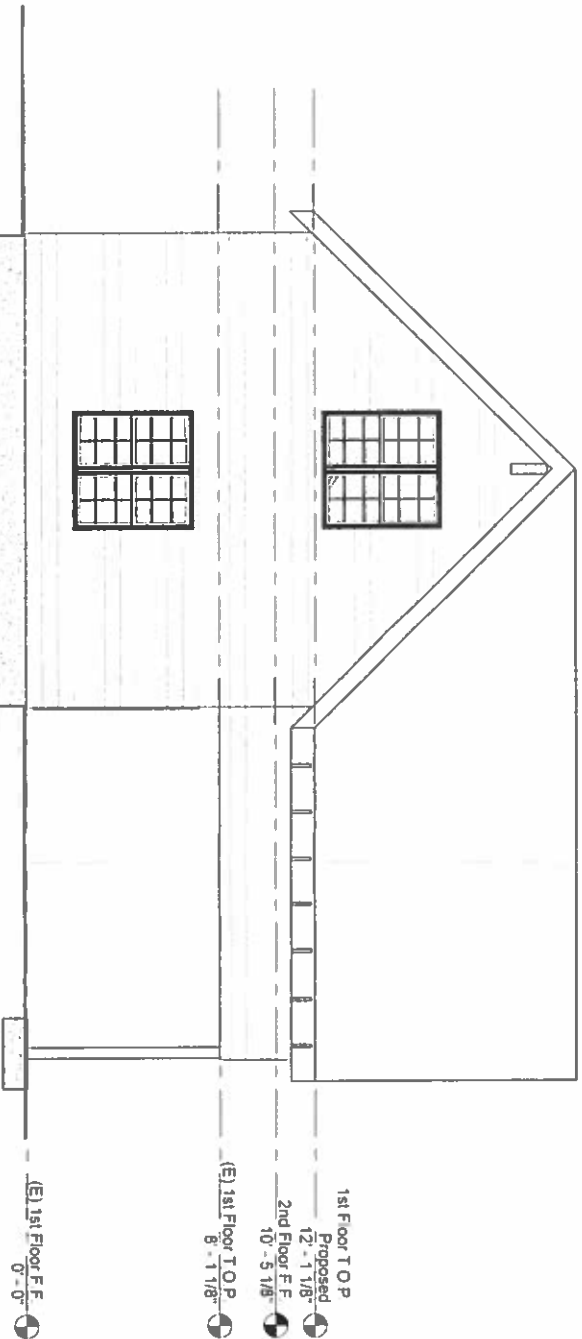
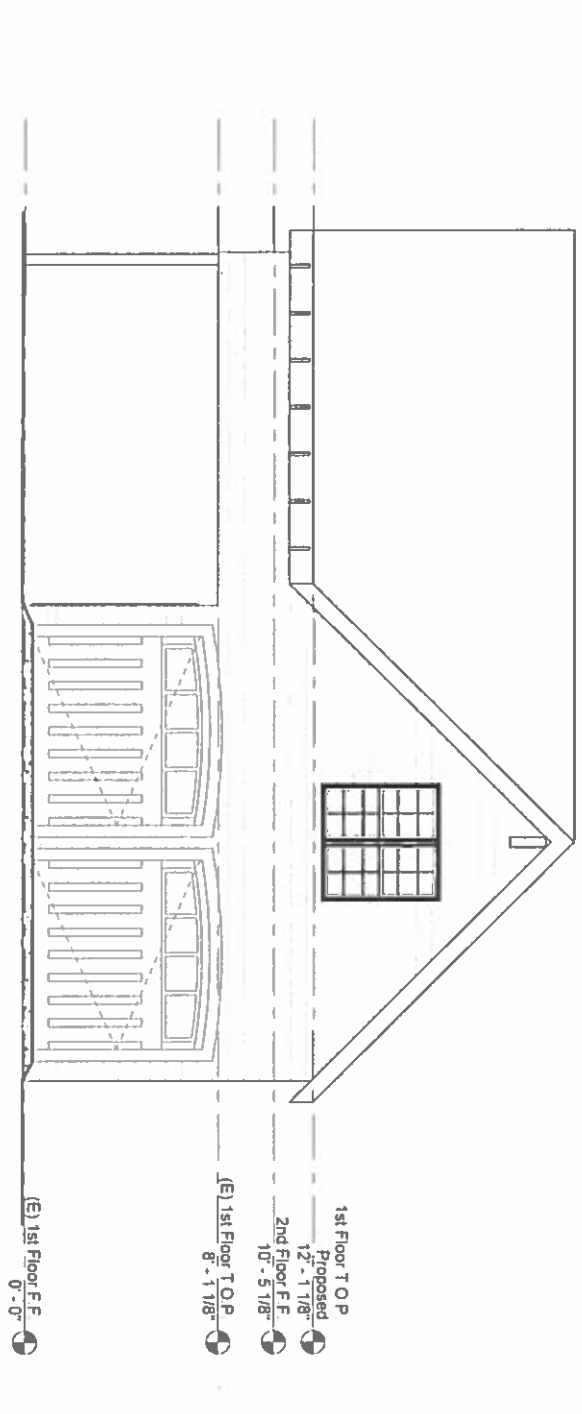
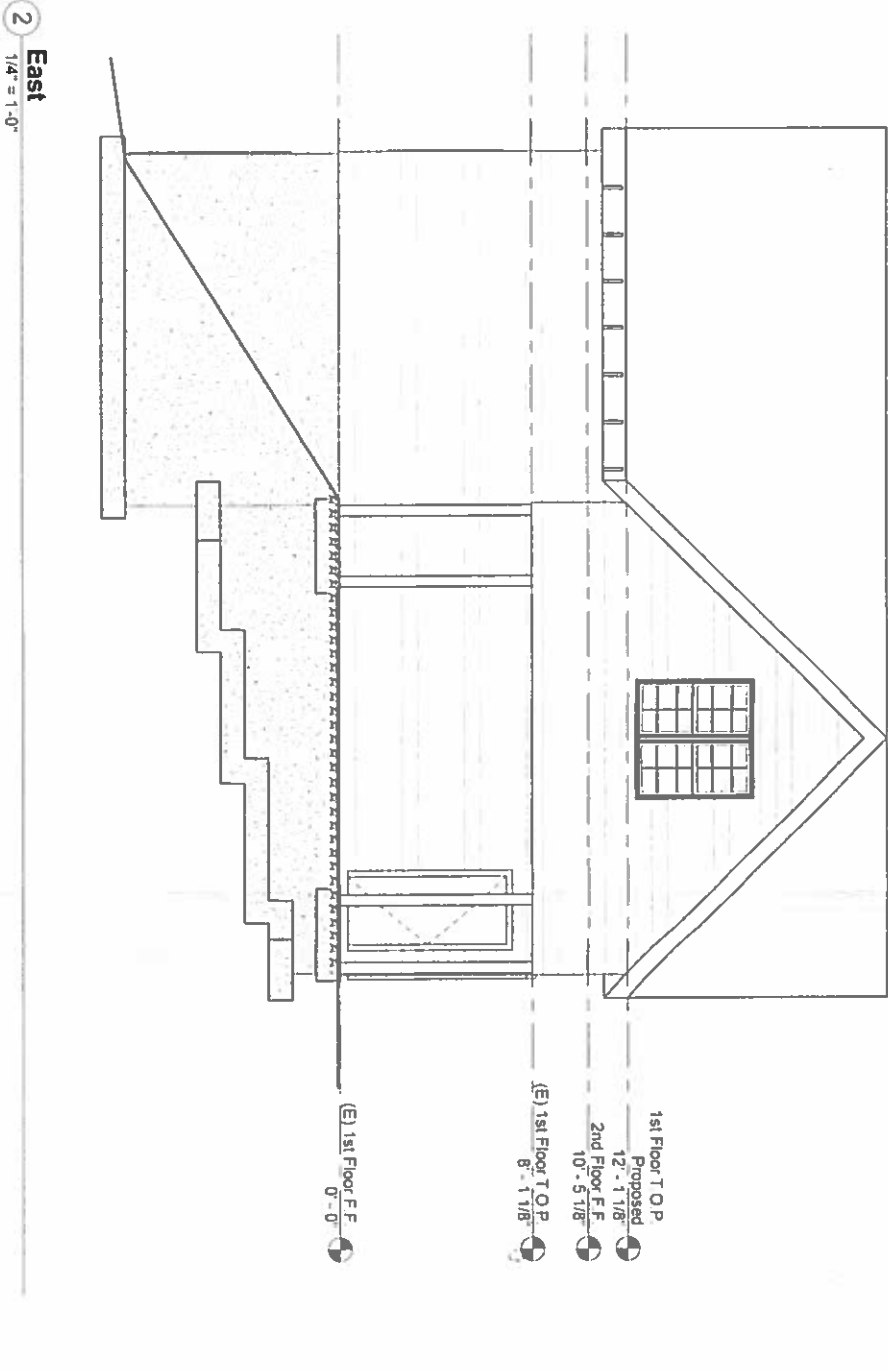
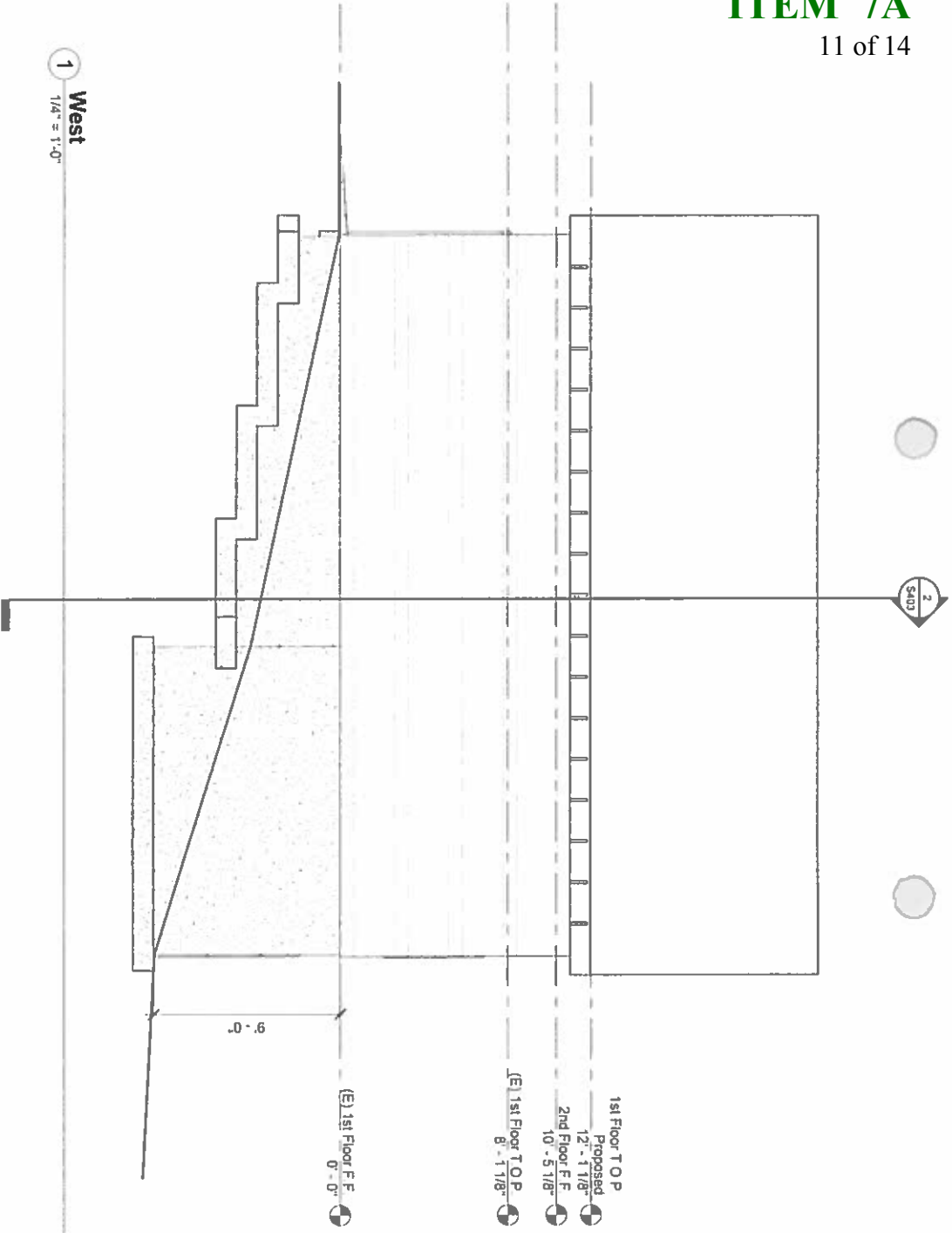
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- a condensate drain that is no more than 2 inches higher than the base of the installed water heater, and allows natural draining without pump assist.
- a gas supply line with a capacity of at least 200,000 Btu/hr
- Water heater installation to comply with California Plumbing Code, 2019 Edition, Chapter 5, including but not limited to installation, location, venting, strapping, and over pressure over temperature protection
- Water heater to have a minimum efficiency of 0.80 EF



1 Roof Plan  
1/4" = 1'-0"

<div></div>	Core: 2x6 DF #2 @ 16" o.c. Exterior: 3/8" plywood/osb & Lapped Siding Interior: Gypsum Interior
<div></div>	Core: 2x4 DF #2 @ 16" o.c. Exterior: 1/2" plywood/osb; Lapped Siding Interior: None
<div></div>	Core: 2x4 DF #2 @ 16" o.c. Exterior: 1/2" plywood/osb; 5/8" Type 'X' Gypsum Interior: 1/2" Gypsum
<div></div>	Core: 2x4 DF #2 @ 16" o.c. Exterior: 1/2" Gypsum Interior: 1/2" Gypsum

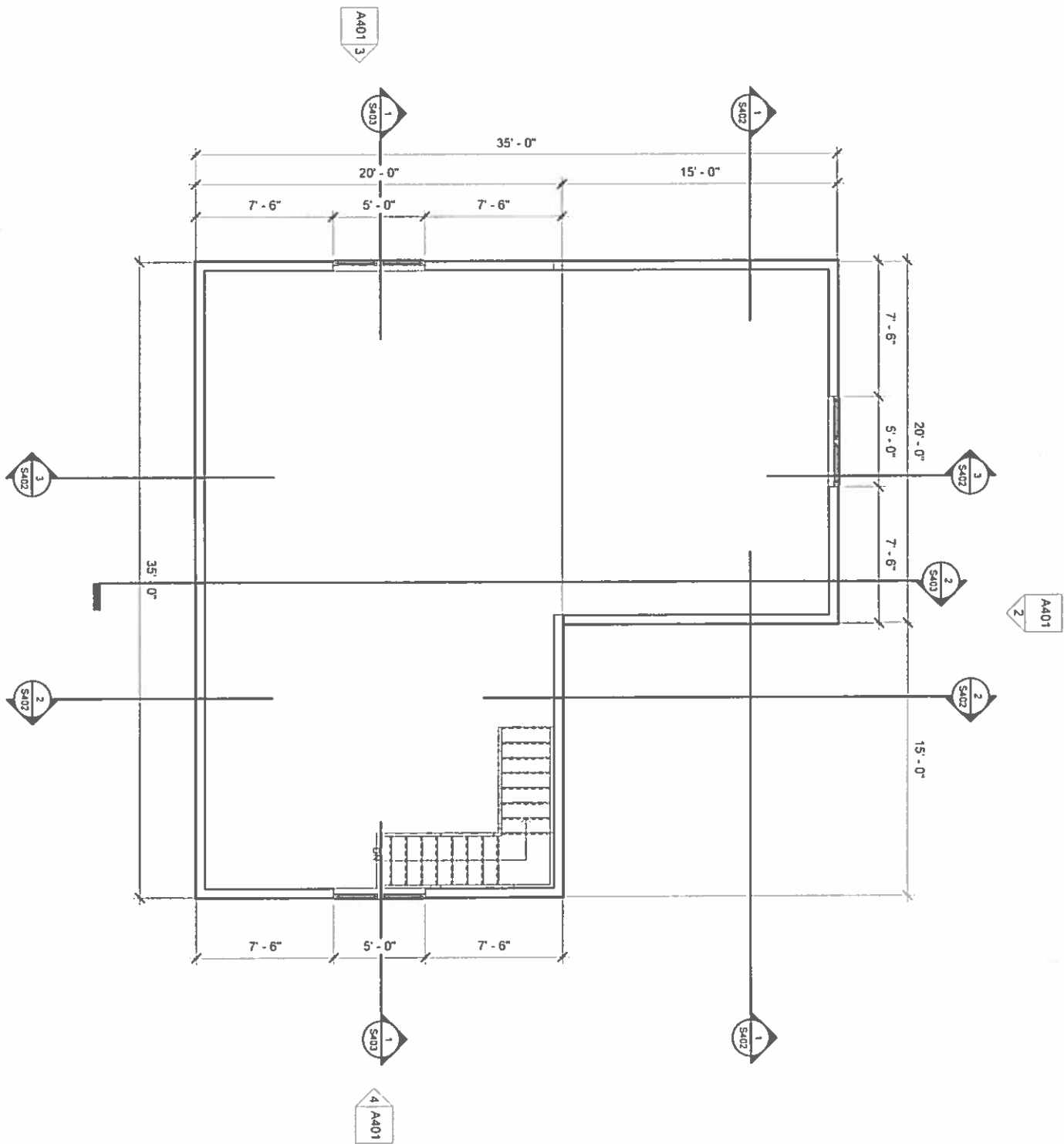
2 Wall Legend  
1/2" = 1'-0"



1  
1/4" = 1'-0"

Proposed 2nd Floor F.F.

NORTH



GENERAL CONSTRUCTION NOTES

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2  
1/2" = 1'-0"

Wall Legend

- Core 2x6 DF #2 @ 16" o.c
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- Interior Gypsum Interior
- Core 2x4 DF #2 @ 16" o.c
- Exterior 1/2" plywood/2x6 Lapped Siding
- Interior None
- Core 2x4 DF #2 @ 16" o.c
- Exterior 1/2" plywood/2x6 5/8" Type 'X' Gypsum
- Interior 1/2" Gypsum
- Core 2x4 DF #2 @ 16" o.c
- Exterior 1/2" Gypsum
- Interior 1/2" Gypsum

5

SPYGLASS DESIGN

P O Box 1343

Designer Jamey Church

Dr. Joe Fatula Remodel & Addition

120 N Foresthill St.  
Colfax, CA

Engineer/Architect sign



Designed By	Des
Drawn By	Al
Revision	Pres
Revision Date	Ck

Sheet Title

Scale As indicate

Sheet no  
A206  
1/1/18









Existing house (looking east from garage)



Existing garage from across Foresthill St.



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 26, 2018 REGULAR COUNCIL MEETING

**FROM** Wes Heathcock, City Manager  
**PREPARED BY:** Alfred A. "Mick" Cabral, City Attorney  
**DATE** September 13, 2018  
**SUBJECT:** Amendment To Maidu Village Road Improvement Deposit Agreement

<input checked="" type="checkbox"/> X	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution 57-2018 approving the first amendment to the Road Improvement Deposit Agreement with the developers of the Maidu Village Project

### ISSUE STATEMENT AND DISCUSSION:

The City is planning to construct a roundabout at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80. Design is moving forward. If the roundabout project continues at its present pace, staff anticipates soliciting construction bids in December 2018, and beginning construction in Spring, 2019.

The City secured approximately \$2,150,000 in grants to fund design and construction of the roundabout. Based on current engineering estimates, there is a funding shortfall of about \$450,000. A PCWA Reimbursement Agreement to relocate water lines is a separate cost item not included in the aforementioned values. The City does not have sufficient funds at its disposal to fill that funding gap and has exhausted all conventional means of financing. The roundabout project may have to be stopped unless the funding shortfall is covered. Stopping the project will cause the state and federal grants available to the City to be lost.

Jaskaran "Jay" Gill and Sukhwinder "Tony" Bhangu are members of Colfax Auburn LLC which owns or controls an 8.3-acre parcel of undeveloped land that fronts on South Auburn Street directly across from the Interstate-80 on-ramp and off-ramp that will be affected by the roundabout. The property is commonly known as "Maidu Village".

Development of the Maidu Village property has been challenging, in part because of the expense of mitigating traffic impacts. The developer initially anticipated that installing a traffic signal at the intersection of South Auburn and the on-ramp and off-ramp to westbound Interstate-80 would adequately mitigate the impacts of development.

The City commissioned an Intersection Control Evaluation (“ICE”) study to examine the improvements to that intersection that will be needed to accommodate full development of the Maidu Village parcel. The ICE study concluded that fully developing the Maidu Village parcel will require signaling three intersections, not one. Installing traffic signals at three intersections is cost-prohibitive. The proposed roundabout will adequately mitigate the anticipated traffic impacts.

The owner of the Maidu Village property proposes to develop it to include a gas station, sit-down restaurant, fast food restaurant, motel, and commercial building. Developing the Maidu Village property will require the developer to construct various road frontage improvements along South Auburn Street. The estimated cost of constructing the frontage improvements is \$240,000.

The design of the developer’s road improvements is evolving. Initial plans showed a dedicated right-turn lane into the developer’s project. That has been eliminated. A revised cost estimate based on elimination of the dedicated right-turn lane indicates a decreased overall cost, but the developer’s share remains \$240,000 because the new cost estimate includes utility stub-outs whereas the prior cost estimate did not.

It is impractical for the City to build the roundabout and the developer to separately install the frontage improvements. The City and developer have tentatively agreed, therefore, that the City will construct the frontage improvements as part of the overall roundabout project construction.

That \$240,000 is the first partial source of funds whereby the City will fill the roundabout project funding shortfall. Effective May 8, 2018, the City and developer entered a Road Improvement Deposit Agreement (the “Deposit Agreement”) that requires the Developer to deposit \$240,000 into an escrow account as an advance against the cost of constructing frontage improvements for the Maidu Village project. The Developer deposited \$120,000 and is prepared to deposit the balance in phases.

The roundabout project was on a “fast track” when the Deposit Agreement was executed. At that time, staff anticipated bidding the roundabout project in July 2018 and beginning construction in September. That schedule was delayed, primarily as a result of additional conditions imposed by CalTrans.

The Deposit Agreement was also premised upon negotiating a development agreement that would vest certain development rights in the Developer. It was assumed that the development agreement was essential because Maidu Village project entitlements would not be completed until quite some time after roundabout construction began. The Developer understandably did not want to commit significant resources to the project without assurances that it could develop its property.

As things progressed, City staff accelerated the Maidu Village project entitlements and anticipate issuing Maidu project entitlements and permits before construction begins. Negotiating the development agreement was delayed, anticipating that the entitlements would be accelerated and that the development agreement and all project permits and entitlements could be approved at the same time.

The Deposit Agreement allowed 120 days to complete negotiation of a development agreement. That expired in mid-September so the Deposit Agreement deadlines need to be extended.

Before the Council this evening is the First Amendment To Road Improvement Deposit Agreement whereby the deadline for completing the development agreement will be extended for 120 days from the date it is signed by the City, and the deadline for the Developer to deposit the \$120,000 balance will be as follows: an additional \$30,000 when the initial \$120,000 is expended plus the \$90,000 balance when a development agreement is approved. These are relatively minor changes necessitated by the changed circumstances related to the Roundabout project. Staff recommends that the Council approve them.

Staff will be available to answer Council's questions.

**FINANCIAL AND/OR POLICY IMPLICATIONS:**

None.

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**ATTACHMENTS:**

1. Resolution 57-2018
2. Amendment to Development Agreement for Road Improvement at Maidu Village
3. Maidu Village Development Agreement



## City of Colfax City Council

### Resolution № 57-2018

#### AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE ROAD IMPROVEMENT DEPOSIT AGREEMENT WITH THE DEVELOPERS OF THE MAIDU VILLAGE PROJECT

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**WHEREAS**, the City is planning to construct a roundabout at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80 (the “Roundabout”); and

**WHEREAS**, design of the Roundabout is proceeding; and

**WHEREAS**, the City secured approximately \$2,150,000 in grants to fund design and construction of the Roundabout but has a funding shortfall of approximately \$450,000; and

**WHEREAS**, the undeveloped Maidu Village property fronts on South Auburn Street directly across from the Interstate-80 on-ramp and off-ramp that will be affected by the Roundabout; and

**WHEREAS**, the owner of the Maidu Village property proposes to develop it to include a gas station, sit-down restaurant, fast food restaurant, motel, and commercial building; and

**WHEREAS**, construction of the Roundabout will help mitigate traffic conditions within the City, including traffic impacts related to development of the Maidu Village parcel; and

**WHEREAS**, developing the Maidu Village property will require the developer, at developer expense, to construct road frontage improvements (the “Road Frontage Improvements”) along South Auburn Street that are estimated to cost \$240,000; and

**WHEREAS**, constructing the Road Frontage Improvements as part of the Roundabout project will promote efficiency for both projects; and

**WHEREAS**, the City is willing to construct the Road Frontage Improvements, at developer expense, as part of constructing the Roundabout; and



**WHEREAS**, effective May 8, 2018, the City and the Developer of the Maidu Village property executed a Road Improvement Deposit Agreement that required, among other things, the Developer to deposit \$240,000 to pay for the Road Frontage Improvements and offset some of the City's Roundabout project funding shortfall; and

**WHEREAS**, circumstances have changed since the effective date of the Road Improvement Deposit Agreement and an amendment to that agreement is needed; and

**WHEREAS**, the City Council finds that approving the First Amendment To Road Improvement Deposit Agreement in the form attached to this Resolution is in the City's best interests.

**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.
- 2) The City Manager is hereby authorized to execute on behalf of and in the name of the City of Colfax the First Amendment To Road Improvement Deposit Agreement in the form attached to this Resolution.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26th day of September, 2018 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
**Will Stockwin, Mayor**

\_\_\_\_\_  
**Lorraine Cassidy, City Clerk**

**FIRST AMENDMENT TO  
ROAD IMPROVEMENT DEPOSIT AGREEMENT**

This First Amendment to Road Improvement Deposit Agreement (“First Amendment”) is made and entered by and among the City of Colfax, a General Law City and Municipal Corporation of the State of California (“City”), and Colfax Auburn, LLC, a California Limited Liability Company (“Developer”). The City and Developer may be referred to herein individually as a “Party” and collectively as the “Parties”.

**RECITALS**

This Agreement is entered on the basis of the following facts, understandings and intentions of the Parties:

A. Effective May 8, 2018, the Parties entered a Road Improvement Deposit Agreement (the “Deposit Agreement”). A copy of the Deposit Agreement is attached as Exhibit A hereto.

B. Circumstances regarding the Roundabout changed after the effective date of the Deposit Agreement. The changed circumstances include: (i) The Deposit Agreement anticipated that contracts for construction of the Roundabout would be noticed for public bidding in July 2018. It is now anticipated that bidding will commence in December 2018 with actual construction to commence in the spring of 2019 (ii) The Parties anticipated that entitlements for the Developer’s Project would not be completed until after the Roundabout construction contracts were awarded and that a Development Agreement would be needed to protect their individual and mutual interests. The Parties now anticipate that Developer’s Project entitlements will be completed at approximately the same time as Roundabout construction contracts are awarded. These changed circumstances and others warrant modification of the deadlines established in, and other provisions of, the Deposit Agreement.

C. The Parties desire to amend the Deposit Agreement to (a) extend the deadline for completing the negotiation of a Development Agreement and (b) modify the timing of Developer’s Deposit.

D. It is the Parties’ intention to supersede this Deposit Agreement with the terms of the Development Agreement referenced herein.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants contained in this First Amendment, the City and Developer agree as follows:

**Section 1: Incorporation of Recitals.**

1.1 The foregoing Recitals are true and correct statements of fact and are incorporated into this First Amendment by this reference.

**Section 2: Effective Date and Term.**

2.1 Effective Date. This First Amendment shall be dated, and the obligations of the City and the Developer shall be effective as of the date upon which this Agreement is executed by the City (the “Effective Date”).

2.2 Term. The Term of this First Amendment shall commence on the Effective Date. This First Amendment does not extend the expiration of the Deposit Agreement which, by its terms, expires on May 8, 2020, unless extended as therein provided.

**Section 3: Road Improvements.**

3.3 The Parties acknowledge that the Developer timely deposited \$120,000.00 of the Developer’s Deposit into escrow upon the City’s request. The Developer shall deposit an additional \$30,000.00 upon written request by the City when the City has expended the initial \$120,000.00 deposit. Finally, upon execution of a mutually acceptable Development Agreement by the parties, the Developer shall deposit the final contribution toward Road Improvements, as defined in the revised cost estimates and scope, in the sum of \$90,000.

**Section 4. Expenditure and Credit or Return of Developer’s Deposit.**

Section 4.2.1 of the Deposit Agreement is amended to read:

4.2.1 The Developer’s Deposit assumes, in part, the successful negotiation of the Development Agreement. To that end, if the Parties have not successfully negotiated and formally approved the Development Agreement within 120 days of the date of this First Amendment, then the Developer’s Deposit shall, be refunded to Developer in full together with all interest accrued thereupon in the Escrow Account, as follows:

4.2.1.1 If the City has or can reasonably acquire sufficient cash resources to refund the entire Developer’s Deposit and accrued interest, then the City shall repay the Developer’s Deposit and all interest accrued thereupon in cash or equivalent.

4.2.1.2 If the City reasonably and in good faith determines that refunding the Developer’s Deposit and all accrued interest in full is not feasible, the City shall refund any unexpended portion of the Developer’s Deposit plus any amount of the expended portion of Developer’s Deposit that the City reasonably and in good faith determines it can afford to refund and repay the balance of Developer’s Deposit pursuant to the terms of a promissory note (the “Refund Note”). If this repayment option is selected by the City, the Refund Note shall (a) have a principal balance equal to the full unpaid balance of the Developer’s Deposit not refunded, (b) be due and payable in two equal annual installments of interest and principal, (c) be fully amortized over its duration, and (d) carry interest at the rate of three percent (3%) per annum.

4.2.1.3 The Developer may, in its discretion, elect to apply the sums to be refunded or owed by the City on the Refund note to mitigation impact fees or other City exactions applicable to Developer’s Project.

**Section 8. Revised Road Improvement Cost Estimate and Scope Exhibit**

8.1 The cost estimate and scope of work exhibit attached to the original Road Improvement Deposit Agreement shall be deleted and replaced with the Exhibit attached hereto. The parties generally agree to a revision of the costs to exclude the now eliminated right turn lane into the project, and add in certain utility relocation costs that were not included in the approximately \$240,000 original total deposit sum.

**Section 9. Deposit Agreement Otherwise Unmodified.**

9.1 The remainder of the Deposit Agreement shall remain in full force and effect. All provisions of the Deposit Agreement are applicable to and incorporated into this First Amendment, except to the extent that such provisions are inconsistent herewith. If any term, condition or provision of the Deposit Agreement is inconsistent with the provisions of this First Amendment, then the provisions of this First Amendment shall control to the extent necessary to resolve or interpret any such inconsistency.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:

CITY OF COLFAX, a California municipal corporation

By: \_\_\_\_\_  
Wes Heathcock, City Manager

Date: \_\_\_\_\_

DEVELOPER:

COLFAX AUBURN, LLC, a California Limited Liability Company

By: \_\_\_\_\_  
Jaskaran Gill, Member

By: \_\_\_\_\_  
Sukhwinder Bhangu, Member

## EXHIBIT D

Revised 70% PS&amp;E Submittal (Eliminated Right Turn Pocket)

City of Colfax – S Auburn Street and I-80 Roundabout

Non Participating Costs -  
Developer Funded

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	Unit of Measure	Estimated Quantity	Item Price	TOTAL
1	190101		ROADWAY EXCAVATION	CY	350	\$45.00	\$15,750.00
2	193013	F	STRUCTURE BACKFILL (RETAINING WALL)	CY	26	\$200.00	\$5,200.00
3	260203		CLASS 2 AGGREGATE BASE (CY)	CY	232	\$85.00	\$19,720.00
4	390132		HOT MIX ASPHALT (TYPE A)	TON	150	\$110.00	\$16,500.00
5	390133A		TEXTURED HOT MIX ASPHALT	SQYD	60	\$50.00	\$3,000.00
6	475000	F	RETAINING WALL STEM (TYPE 6)	SQFT	183	\$150.00	\$27,450.00
7	510094	F	STRUCTURAL CONCRETE, DRAINAGE INLET	CY	10	\$2,000.00	\$20,000.00
8	641100A	P	6" PLASTIC PIPE	LF	123	\$50.00	\$6,150.00
9	650411	P	18" REINFORCED CONCRETE PIPE (CLASS IV)	LF	110	\$150.00	\$16,500.00
10	700617		DRAINAGE INLET MARKER	EA	2	\$65.00	\$130.00
11	730020		MINOR CONCRETE (CURB) (CY)	CY	4	\$1,000.00	\$4,000.00
12	730070		DETECTABLE WARNING SURFACE	SQFT	120	\$40.00	\$4,800.00
13	731504		MINOR CONCRETE (CURB AND GUTTER)	CY	24	\$650.00	\$15,600.00
14	731521		MINOR CONCRETE (SIDEWALK)	CY	38	\$800.00	\$30,400.00
15	750001	P-F	MISCELLANEOUS IRON AND STEEL	LB	1018	\$2.25	\$2,291.00
16	810230	P	PAVEMENT MARKER (RETROREFLECTIVE)	EA	10	\$6.00	\$60.00
17	820750		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	29	\$13.35	\$388.00
18	820760		FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	8	\$14.25	\$114.00
19	820840		ROADSIDE SIGN - ONE POST	EA	1	\$225.00	\$225.00
20	820860		INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)	EA	3	\$150.00	\$450.00
21	840505		6" THERMOPLASTIC TRAFFIC STRIPE	LF	144	\$1.10	\$159.00
22	840506		8" THERMOPLASTIC TRAFFIC STRIPE	LF	32	\$1.25	\$40.00
23	840515		THERMOPLASTIC PAVEMENT MARKING	SQFT	211	\$8.00	\$1,688.00
24			FURNISH AND INSTALL 12" WATERMAIN	LS	1	\$28,700.00	\$28,700.00
25	872130		MODIFYING EXISTING ELECTRICAL SYSTEM	LS	1	\$20,000.00	\$20,000.00
						<b>Developer Work Subtotal</b>	<b>\$239,315.00</b>



## ROAD IMPROVEMENT DEPOSIT AGREEMENT

This Road Improvement Deposit Agreement (“Agreement”) is made and entered by and among the City of Colfax, a General Law City and Municipal Corporation of the State of California (“City”), and Colfax Auburn, LLC, a California Limited Liability Company (“Developer”). The City and Developer may be referred to herein individually as a “Party” and collectively as the “Parties”.

### RECITALS

This Agreement is entered on the basis of the following facts, understandings and intentions of the Parties:

A. Developer owns approximately 8.3152 acres of unimproved real property on South Auburn Street near its intersection with the westbound Interstate-80 on-ramp and off-ramp in Colfax, California, commonly known and described as Placer County Assessor’s Parcel #100-240-016-000 (the “Property”). The Property is generally depicted on Placer County, California Assessor’s Map Book 100, Page 24 attached as Exhibit A hereto and by this reference incorporated herein.

B. Developer is a limited liability company, organized and existing under the laws of the State of California, in good standing thereunder, and qualified to conduct business in California. Developer intends to develop the Property to include a motel, sit-down restaurant, gas station, fast food restaurant and commercial building, and to provide necessary public vehicular, pedestrian and other access, ingress and egress (the “Developer’s Project”). The Developer’s Conceptual Site Plan for the Developer’s Project is attached hereto, marked Exhibit B and by this reference incorporated herein. The City and Developer understand and agree that the Developer’s Project may change and that nothing in this Agreement is intended to require the Developer to construct the development depicted in Exhibit B hereto, to preclude Developer from doing so or from changing the Developer’s Project, or to vest Developer with any development rights regarding the Property or the Developer’s Project. The City and Developer intend to enter a separate development agreement in which Developer will be vested with the right to develop the Property on mutually-agreed conditions (the “Development Agreement”).

C. The Property is located near the intersection of South Auburn Street, and the on-ramp and off-ramp to westbound Interstate-80 (the “Intersection”). The City and Developer envision that the Intersection will provide primary access to the Property and the Developer’s Project.

D. The Developer initially anticipated that modifying the Intersection, and installing a traffic signal, would adequately mitigate the traffic impacts of the Developer’s Project and allow the Developer’s Project to be constructed as the Developer anticipated. Although the Parties disagree regarding the facts and circumstances that have transpired, it has been determined that construction of a roundabout is the preferred solution at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80 (the “Roundabout”).

E. Constructing the Roundabout will require the City to acquire a portion of the Property. The Developer and the City intend to address the terms under which Developer may be willing to dedicate a portion of the Property necessary to construct the Roundabout (the "Roundabout Dedication"), in the anticipated Development Agreement.

F. The City has initiated the design, planning and engineering of the Roundabout at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80. Once the Roundabout is constructed, the traffic impacts of the Developer's Project are anticipated to be sufficiently mitigated to allow the Developer's Project to be developed so long as other road improvements as described below are simultaneously developed and the Developer's Project does not change in a manner that would affect traffic flows.

G. Development of the Developer's Project will require the Developer to construct certain street widening and frontage improvements on South Auburn Street, a fourth leg to the intersection to enter the site, and associated right-of-way dedications to the City (the "Road Improvements"). The Road Improvements represent that portion of the roundabout intersection improvements that are wholly for the benefit of Developer's project and which for practical purposes must be constructed as an integral part of the Roundabout construction that will be performed by the City. Absent these extraordinary circumstances the Developer would normally separately and independently cause the construction of the Road Improvements. The Road Improvements are generally depicted in Exhibit C attached hereto and by this reference incorporated herein. The Parties agree that constructing the Road Improvements independent of building the Roundabout is impractical and infeasible, and both Parties will benefit from constructing the Road Improvements in a single project.

H. Construction of the Road Improvements is estimated to cost \$240,000.00, excluding the extension of utilities to the Property, as reflected in the most current cost estimate attached as Exhibit D hereto and by this reference incorporated herein.

I. The City has limited resources available to fund the construction of the Roundabout. It has secured partial funding commitments but a funding shortfall of approximately \$450,000.00 remains. The City does not have the financial ability to address that funding shortfall, and will not proceed with the design, planning, engineering or construction of the Roundabout unless that funding shortfall is adequately addressed.

J. The Colfax Municipal Code establishes and requires payment of fees to mitigate the road impacts created by development projects ("Road Mitigation Fees"). The Developer's Project is one such project for which it is anticipated that the Developer will incur and be required to pay Road Mitigation Fees to cover a portion of the Roundabout funding shortfall. Developer's willingness to advance Road Mitigation Fees and otherwise consider a fair share contribution to the Roundabout will be addressed in the anticipated Development Agreement.

K. By this Agreement, the City and Developer desire to establish a cooperative process whereby the Developer will advance the estimated \$240,000.00 cost of the Road Improvements as a good faith affirmation of its willingness and interest to participate in the cost of the roundabout construction while Developer's entitlement applications are pending and

before approval of the parties anticipated pending Development Agreement. The City will proceed diligently and in good faith with the design, engineering, financing, permitting, supervision and construction of the Roundabout and the Road Improvements, with the understanding that the Development Agreement and other Developer's entitlement permits may be required before full Developer funding commitments are made.

L. The cooperative process the City and Developer are developing may involve Developer advancing the entire \$450,000.00 funding shortfall the City is experiencing. As of the Effective Date of this Agreement, the Parties anticipate that additional Developer advances may include prepayment of the Road Mitigation Fees applicable to Developer's Project. The terms of any additional Developer advances will be negotiated in conjunction with the pending Development Agreement.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the City and Developer agree as follows:

### **Section 1: Incorporation of Recitals.**

1.1 The foregoing Recitals are true and correct statements of fact and are incorporated into this Agreement by this reference.

### **Section 2: Effective Date and Term.**

2.1 Effective Date. This Agreement shall be dated and the obligations of the City and the Developer shall be effective as of the date upon which this Agreement is executed by the City (the "Effective Date").

2.2 Term. The Term of this Agreement shall commence on the Effective Date and shall expire two (2) years thereafter unless extended as hereinafter provided.

### **Section 3: Road Improvements.**

3.1 City Obligation: If the Developer advances the estimated cost of the Road Improvements as hereinafter provided, the City shall, at its cost, diligently and in good faith proceed with the design, engineering, financing, permitting, supervision and construction of the Roundabout and the Road Improvements subject to further agreement between the parties regarding the balance of the Developer funding needed by the City that will be addressed in the pending Development Agreement and entitlement terms and conditions. The funds deposited by Developer shall be applied by the City to pay the actual costs of the Road Improvements as part of the full construction of the Roundabout and shall be paid and applied as hereinafter provided.

3.2 Developer Deposit: Upon written request by the City, the Developer shall deposit the estimated \$240,000.00 cost of the Road Improvements ("Developer's Deposit") into an interest-bearing custodial escrow account (the "Escrow Account") in the name of the City with a

depository that the City shall select, subject to Developer's reasonable approval. Developer's Deposit shall earn interest at a rate customarily set by the depository in the normal course of its business. Upon making Developer's Deposit, Developer shall sign escrow instructions and such other documents as are necessary to allow the City to expend Developer's Deposit upon the City's application to the escrow holder without additional approval by Developer, provided that such expenditures are otherwise in conformance with the terms of this Agreement. Once deposited and unless the deposited funds are refunded or credited as hereinafter provided, the Developer shall have no further obligation for Road Improvement Construction Costs except for cost increases provided for in Section 4.3 and any additional utility relocation costs not included in the Road Improvement Cost Exhibit D.

#### **Section 4. Expenditure and Credit or Return of Developer's Deposit.**

4.1 Expenditure. The City has secured funding commitments for a majority of the cost of the design, engineering, financing, permitting, supervision and construction of the Roundabout but does not have sufficient resources to proceed without the Developer's Deposit or another source of funds. The Developer is willing to deposit the Developer's Deposit in accordance with the terms and conditions of this Agreement in order to provide availability of Developer funding sureties while the City is proceeding with the Roundabout planning and development. To that end, the City may expend the Developer's Deposit on the following terms and conditions:

4.1.1 The City may expend the Developer's Deposit only for the design, engineering, financing, permitting, supervision and construction of the Road Improvements, except that during the interim between the deposit and the commencement of Roundabout construction the City may use ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) of the deposit funds to pay for general Roundabout related design, engineering, and other consulting services, with the understanding that the funds so used shall be applied to Road Improvement related costs, or as provided in Section 4.2.1, the funds shall be refunded to Developer.

4.1.2 The City shall expend funds in its possession that have been allocated to the Roundabout Project before it expends the Developer's Deposit for Road Improvements

4.1.3 The City shall reasonably and in good faith negotiate the terms and conditions of a Development Agreement within the time constraints contained in Section 4.2.2 below.

4.1.4 The City shall notify the Developer of the City's intent to expend any part of the Developer's Deposit at least five (5) days prior to the expenditure. Such notice shall identify the purpose and estimated cost of each expenditure. If the Developer fails to object in writing to the proposed expenditure within that five-day period, the Developer shall be deemed to have approved the expenditure. If the Developer objects in writing to the expenditure within that five-day period, the Parties shall promptly meet and discuss the basis for the Developer's objection. A failure to object by Developer shall not constitute a waiver of the City's obligation to comply with the terms and conditions of this Agreement.

4.1.5 The expenditure of any funds is subject to the conditions set forth in Section 4.2 below.

4.2 Deposit Expenditure Conditions, Credit or Return of Developer's Deposit. Expenditure of the Developer's Deposit shall be conditioned, returned or credited as follows:

4.2.1 The Developer's Deposit assumes, in part, the successful negotiation of the Development Agreement. To that end, if the Parties have not successfully negotiated the Development Agreement within 120 days of the date of this Agreement, then the Developer's Deposit shall, be refunded to Developer in full together with all interest accrued thereupon in the Escrow Account, as follows:

4.2.1.1 If the City has or can reasonably acquire sufficient cash resources to refund the entire Developer's Deposit and accrued interest, then the City shall repay the Developer's Deposit and all interest accrued thereupon in cash or equivalent.

4.2.1.2 If the City reasonably and in good faith determines that refunding the Developer's Deposit and all accrued interest in full is not feasible, the City shall repay the Developer's Deposit pursuant to the terms of a promissory note (the "Refund Note"). If this repayment option is selected by the City, the Refund Note shall (a) have a principal balance equal to the full unpaid balance of the Developer's Deposit not refunded, (b) be due and payable in two equal annual installments of interest and principal, (c) be fully amortized over its duration, and (d) carry interest at the rate of three percent (3%) per annum.

4.2.1.3 The Developer may, in its discretion, elect to apply the sums to be refunded or owed by the City on the Refund note to mitigation impact fees or other City exactions applicable to Developer's Project.

4.2.2 The Developer's Deposit is also conditioned, in part, upon the Roundabout being constructed in a timely fashion. To that end, if construction of the Roundabout has not commenced by July 1, 2019, then the Developer's Deposit together with all interest that has accrued thereupon in the Escrow Account shall be refunded to Developer in accordance with Sections 4.2.1.1., through 4.2.1.3, inclusive.

4.2.3 The Developer has made application for the following described entitlements for Developer's Project. Such entitlement approvals will be addressed in the pending Development Agreement. If these entitlement approvals are not received in accordance with a mutually acceptable Development Agreement, then the Developer's Deposit with accrued interest shall be refunded to Developer in full together with all interest accrued thereupon in the Escrow Account in accordance with Sections 4.2.1.1., through 4.2.1.3, inclusive.

4.2.4 The City shall not, without the Developer's written consent, expend more than \$150,000.00 of the Developer's Deposit before the anticipated Development Agreement is approved, at which time the funds shall be expended to pay for Road Improvement costs or otherwise allocated as set forth in a mutually acceptable Development Agreement.

4.3 Reconciling Road Improvement Costs. The Parties understand and agree that the Developer's Deposit is an estimate of the Road Improvement Costs and that the actual cost of



constructing the Road Improvements may be more than, or less than, \$240,000.00. If the actual cost of constructing the Road Improvements exceeds the Developer's Deposit, then the difference between the actual cost of constructing the Road Improvements and Developer's Deposit shall be paid by the Developer to the City. If the actual cost of constructing the Road Improvements is less than the Developer's Deposit, then the difference between \$240,000.00 and the actual cost of constructing the Road Improvements shall be refunded or credited to the Developer. The City shall secure a separate reasonable and good faith line item bid for the Road Improvements as part of its overall Roundabout construction contract and shall provide Developer with a copy of this bid prior to City contract acceptance. City and Developer shall meet and confer in good faith to ensure a reasonable Road Improvement cost. Provided that the additional costs do not exceed 10% of the above cost estimate, the City may proceed over any objections of the Developer, who shall deposit the additional required funds promptly. If the Road Improvement construction costs exceed the 10% increase, then the parties shall in good faith attempt to secure alternative lower cost bids. If no lower costs bids can be reasonably secured, then Developer shall contribute such additional funds as are required.

4.4 Covenants Run With The Land. All of the conditions, covenants and agreements herein, including without limitation all dedications, fees, exactions, and payments required by this Agreement shall run with the land and encumber the Property.

## **Section 5. Transfers and Assignments.**

5.1 No Transfer Without City's Consent. Developer shall not assign, transfer, pledge, encumber or otherwise dispose of any interest under this Agreement without the City's prior written consent, which the City may approve or deny in its sole discretion. An assignment approved or permitted by this Section shall not release the assignor from any liabilities arising prior to the date of such assignment. Any disposition by the Developer without the prior written consent of the City as herein provided, whether it be voluntary or involuntary, by operation of law or otherwise, shall be deemed void and shall, at the option of City, be an Event of Default hereunder. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent disposition.

## **Section 6. Notices.**

6.1 Procedure. Any notice or communication required pursuant to this Agreement by any Party ("Notices") shall be in writing and shall be given either personally, by facsimile transmission, by Federal Express or other similar courier promising overnight delivery, or by regular U.S. mail.

(a) If given by Federal Express or similar courier, the Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier.

(b) If personally delivered, a Notice shall be deemed to have been given when actually delivered to the Party to whom it is addressed.

(c) If delivered by facsimile transmission, a Notice shall be deemed to have been given upon receipt of the entire document by the receiving Party's facsimile machine as shown



by the transmission report issued by the transmitting facsimile machine. Notice transmitted after 5 p.m. or on Saturday or Sunday shall be deemed to have been given on the next business day.

(d) If delivered by regular U.S. mail, a Notice shall be deemed to have been given five (5) calendar days after deposit with the U.S. Postal Service.

Notices shall be given to the Parties at their addresses set forth below:

City: City Clerk  
City of Colfax  
P.O. Box 702  
Colfax, CA 95713  
Telephone: (530) 346-2313  
Facsimile: (530) 346-6214

With a  
copy to: City Attorney, City of Colfax  
Alfred A. Cabral  
Pelletreau, Alderson & Cabral  
P.O. Box 1000  
Grass Valley, CA 95945  
Telephone: (510) 262-2100  
Facsimile: (530) 478-0368

Developer:  
Jay Gill  
1328 Souza Dr.  
El Dorado Hills, CA 95672

Any Party may change its mailing address or contact person(s) at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effected.

**6.2 Form and Effect of Notice.** Every Notice (other than the giving or withholding of consent, approval or satisfaction under this Agreement but including requests therefor) given to a Party shall comply with the following requirements. Each such Notice shall state: (i) the Section of this Agreement pursuant to which the Notice is given; (ii) the period of time within which the recipient of the notice must respond or if no response is required, a statement to that effect; and (iii) if applicable, that the failure to respond to the notice within the stated time period shall be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the Notice. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. In no event shall notice be deemed given nor shall a Party's approval of, consent to, or satisfaction with, the subject matter of a notice be deemed given by such Party's failure to object or respond thereto if such notice did not fully comply with the requirements of this Section. No waiver of this Section shall be

inferred or implied from any act (including conditional approvals, if any) of a Party, unless such waiver is in writing, specifying the nature and extent of the waiver.

## **Section 7. Miscellaneous Provisions.**

**7.1 Default; Termination.** Failure or unreasonable delay by any Party to perform any obligation under this Agreement for a period of fifteen (15) days after written notice thereof shall constitute an Event of Default under this Agreement, subject to extensions of time by mutual consent in writing or discretionary approval of extensions by the City Council. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such fifteen (15) day period, the commencement of the cure within such time period and the subsequent diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the fifteen (15) day period without cure, if applicable, the Party that issued the notice of default, at its option, may institute alternative dispute resolution proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement. The waiver by any Party of any Event of Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

**7.2 Cooperation in the Event of Third-Party Legal Challenge.** In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its initial adoption, the Parties hereby agree to cooperate in defending said action or proceeding, and Developer agrees to diligently defend any such action or proceeding and to bear the litigation expenses of defense, including attorney's fees. Developer further agrees to hold the City/Agency harmless from all claims for recovery of the third party's litigation expenses, including attorney's fees.

**7.3 Actions; Remedies; Attorney's Fees.** In addition to any other rights and remedies, each Party may institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto. In no event shall any Party or its officers, agents or employees be liable in monetary damages for any breach or violation of this Agreement, it being expressly understood and agreed that the sole legal or equitable remedy available for a breach or violation of this Agreement by any Party shall be an action in mandamus, specific performance, injunctive or declaratory relief to enforce the provisions of this Agreement. Notwithstanding the foregoing, the City shall not be foreclosed from initiating an action to enforce Developer's obligations to make monetary payments under this Agreement as a condition for completing the Development Project. In any such legal action, the prevailing Party shall be entitled to recover all litigation expenses, including reasonable attorney's fees and court costs.

**7.4 Amendment.** This Agreement may be canceled, modified or amended only by mutual written consent of the Parties or by legal process.

**7.5 Negation of Partnership, Agency and Joint Venture.** The Parties specifically acknowledge that no Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and

conditions contained in this Agreement. None of the provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer or the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person who is not expressly made a Party and signatory to this Agreement.

7.6 Severability. Invalidation of any provision of this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstances and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

7.7 Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, all prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and the Exhibits hereto.

7.8 Further Documents. Each Party shall execute and deliver such further documents as may be reasonably necessary to achieve the objectives of this Agreement.

7.9 Governing Law; Interpretation of Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the United States, the State of California and the City of Colfax.

7.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement.

7.11 Time of Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

7.12 Notice of Termination. Upon the expiration of this Agreement, the Parties hereto shall, if requested by another Party, execute for recordation in the Official Records of Placer County, a notice stating that this Agreement has expired, that the Parties have performed all their duties and obligations hereunder and that this Agreement is no longer an encumbrance or servitude on the Property.

7.13 Nondiscrimination. Developer shall include a nondiscrimination clause with any deed, lease, contract for the sale, lease, sublease or other transfer of any portion of the Property.

7.14 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

7.15 Alternative Dispute Resolution.

7.15.1 Before resorting to arbitration or other legal process, the Parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement, subject to the following provisions. Any Party desiring to meet and confer shall so advise the other Party pursuant to a written notice. Within 15 days after provision of that written notice by the Party desiring to meet and confer, the primary contacts for each Party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the duly authorized person acting in their absence, shall attend the meeting, shall have full authority to resolve the dispute and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any Party to this Agreement shall have the right to invoke the binding arbitration process provided for in Section 7.15.2 below.

7.15.2 If this meet and confer process is unsuccessful in resolving the dispute, the Parties shall each select a preferred arbitrator, and the two selected arbitrators shall collectively select a third arbitrator from the list of retired judges or justices at the Sacramento Office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted by the selected third neutral arbitrator pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY:


CITY OF COLFAX, a California municipal corporation

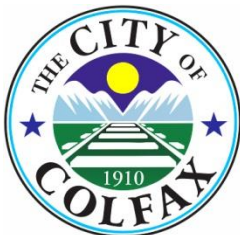
By:   
Wes Heathcock, City Manager

DEVELOPER:

COLFAX AUBURN, LLC, a California Limited Liability Company

By:   
Jaskaran Gill, Member

By:   
Sukhwinder Bhangu, Member



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 26, 2018 COUNCIL MEETING

**FROM:** Wes Heathcock, City Manager  
**PREPARED BY:** Laurie Van Groningen, Finance Director  
**DATE:** September 10, 2018  
**SUBJECT:** Grant Funding for Sewer Collection System and Wastewater Treatment Plant Improvements

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution 58-2018 authorizing the City Manager to sign and file a Financial Assistance Application for a financing agreement for the State Water Resources and Control Board for the planning, design, and construction of Sewer Collection System and Wastewater Treatment Plant Improvements.

### **BACKGROUND AND ANALYSIS:**

The State Water Resources Control Board and the nine Regional Water Quality Control Boards, collectively the State Water Board, protects and improves water quality in California through several regulatory and financial assistance programs. The Federal Clean Water Act established the Clean Water State Revolving Fund (CWSRF) program to finance the protection and improvement of water quality.

Section 79723 of Proposition 1 allocates \$260 million to the CWSRF Small Community Grant (SCG) Fund. The State Water Board has an annual SCG appropriation of \$8 million dollars, which is administered consistent with the CWSRF Intended Use Plan (IUP), and the CWSRF Policy. The Proposition 1 funds will supplement existing SCG authority. CWSRF applications are accepted on a continuous basis, and eligible projects are funded as applications are completed and approved.

The SCG Fund allows the State Water Board to assist communities in California with the most need, helping those that cannot otherwise afford a loan or similar financing to move forward with water quality improvements. According to the 2016 Median Household Income (MHI) Data, the City of Colfax could qualify for a 100% Grant as long as all the components of the project are eligible under the CWSRF Policy. Grant funds may be awarded up to \$500,000 for Planning and \$6,000,000 for Construction.

The City would like to seek grant funding to conduct a comprehensive sewer Collection System and Wastewater Treatment Plant improvement project to improve operations, make needed system repairs and upgrades, and reduce ongoing operational costs. The City is hopeful that the grant dollars will offset future rate increases by reducing infrastructure upgrade obligations. Other benefits would include: Energy efficiency, reduction of Inflow and Infiltration (I&I), prevention of Sanitary Sewer Overflows (SSO's), and replacement of City Infrastructure that has exceeded its useful life.

City Staff has identified the following activities to be considered for this potential funding:

**1. Pump Station 3 Force Main Repair**

The City lift station #3 Force Main Pipe is constructed of asbestos concrete that is severely aged. The 900 linear feet of 4 inch pipe has required maintenance to address a section that recently failed. During the repair, City staff noticed the pipe has become brittle, which indicates further issues are inevitable. The construction project is planned to use either open trench or bursting to remediate the system deficiency.

**2. Installation of Solar at the Wastewater Treatment Plant (WWTP)**

The cost of Utilities (primarily electricity) is the second highest cost of Sewer Operations and accounts for approximately 15% of total operating costs. The City would like to pursue having solar panels installed at the WWTP through a purchase agreement.

**3. Algae Control – Installation of Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF)**

During the wet season, influent flows which are higher than the WWTP is designed to handle are stored in the plant's pond system. The water is then recovered from the ponds and added to the influent for treatment.

Storing water rich in nutrients, combined with warm temperatures, and sun causes algae to grow. The WWTP is not equipped to deal with algae, as it causes an increased, but false, Chemical Oxygen Demand (measurement of chemicals in the water that can be oxidized) and turbidity issues. The plant operators use the Chemical Oxygen Demand to calculate process changes needed. Turbidity monitoring is a NPDES (National Pollutant Discharge Elimination System) requirement per the State Water Resources Control Board's permit for the WWTP.

The WWTP's permit requires dewatering the storage ponds adequately for the next wet weather season. Currently the WWTP has no treatment process to facilitate the removal of algae to effectively dewater the ponds on a consistent basis. The goal is to purchase a .25mgd (million gallons/day) Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) to allow the operators to coagulate and dispose of the algae prior to adding stored water back into the treatment system.

**4. Sewer Collection System Improvements**

The City would like to review and update the Wastewater Collection System Condition Assessment created in 2010 and develop a construction plan for remaining repairs to reduce I&I.

The City completed two large I&I remediation projects in 2010/11 and 2012/13. The projects replaced or lined nearly 18,000 feet of sewer main(40% of total), rehabilitated over 47 manholes (29%), and replaced more than 187 laterals (27%) between the main and the property lines. This new project would enable the City to review the Remaining C1 (Condition assessment of Immediate Risk of Failure) Repairs that were identified previously and assess the current condition of the sewer collection system pipelines. The aforementioned repairs reduced the peaking factor during rain events to eight times the flow during dry season. The new I&I project goal is to reduce the flow peaking factor to four times the dry flow, thus diminishing the need to upsize collection pipes leading to the WWTP.

**RECOMMENDATION**

Grant applicants must submit a resolution or ordinance adopted by its governing board authorizing the application and designating an Authorized Representative (by title) to sign the CWSRF financing agreement and make other certifications. Staff recommends adopting the resolution authorizing the City Manager to apply for the planning, design, and construction of Sewer Collection and Wastewater Treatment Plant Improvements.

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**ATTACHMENTS:**

1. Resolution 58-2018



**City of Colfax**  
**City Council**

ATTACHMENT F4

**AUTHORIZING RESOLUTION/ORDINANCE**

RESOLUTION NO: 58 -2018

**WHEREAS GRANT FUNDING FOR IMPROVEMENTS TO THE SEWER SYSTEM IS DESIRABLE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLFAX AS FOLLOWS.**

Grant funding for  
improvements to the sewer

**WHEREAS system is desirable, it is hereby RESOLVED BY THE \_\_\_\_\_ City Council \_\_\_\_\_**

**OF THE City of Colfax \_\_\_\_\_ (the "Entity"), AS FOLLOWS:**

**The City Manager \_\_\_\_\_ (the "Authorized Representative") or designee is  
of \_\_\_\_\_**

hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Sewer Collection System and WWTP Improvements (the "Project").

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

**CERTIFICATION**

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Will Stockwin, Mayor

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the The City Council of the City of Colfax held on September 26, 2018  
(Date)

\_\_\_\_\_  
Lorraine Cassidy, City Clerk



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 26, 2018 REGULAR MEETING

**FROM:** Wes Heathcock, City Manager  
**PREPARED BY:** Battalion Chief Brian Eagan  
**DATE:** September 15, 2018  
**SUBJECT:** Donation of Antique Fire Engines to Colfax Firefighters Association.

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Discuss and consider adopting Resolution 59-2018 authorizing donation of two antique fire trucks to the Colfax Firefighters Association.

### **BACKGROUND:**

The City of Colfax owns two antique fire engines, a 1936 Dodge Fire truck, "currently used in parades and other events" and a 1946 International Fire truck, "not running".

The Colfax Firefighters Association is requesting the City of Colfax donate both of these antiques to them. The Association would like to continue to maintain and use the 1936 Dodge as a parade truck. In the future, the Association hopes to refurbish the 1946 International so that it too could be used for parades and other events. (See the attached letter of donation request, dated July 23, 2018).

Currently both trucks are stored at the City's Fire Stations. The Association's President and Treasurer have agreed the vehicles will need to be removed from City property once the Association takes ownership. They both understand the City of Colfax and Fire Department Administration stipulation that both vehicles will be removed from City property within 60 days to recover the storage space currently taken up by the antiques. Also it is not good business practice to store such items on City property once the ownership has been transferred as it could open the City for liability claims.

### **FISCAL IMPACT:**

There is no fiscal impact to the City of Colfax.

### **CONCLUSION:**

The Fire Department's Administration approves and supports the donation of both trucks to the Association.

### **ATTACHMENTS:**

1. Resolution 59-2018
2. Letter of request from Colfax Firefighters Association

# City of Colfax

## City Council

Resolution № 59-2018

### AUTHORIZING DONATION OF TWO ANTIQUE FIRE TRUCKS TO THE COLFAX FIREFIGHTERS ASSOCIATION

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**WHEREAS**, the City of Colfax owns two antique fire engines, a 1936 Dodge fire truck and a 1946 International Fire truck; and

**WHEREAS**, the Colfax Firefighters Association volunteers have successfully restored the 1936 Dodge for use as a parade truck; and

**WHEREAS**, the Colfax Firefighters Association would like to continue to maintain and use the 1936 Dodge fire truck in this capacity and refurbish the 1946 International fire truck to also be used in parades and events; and

**WHEREAS**, the Colfax Firefighters Association has agreed to remove both vehicles from City of Colfax property within sixty days of taking ownership and assume liability for the vehicles; and

**WHEREAS**, the City Council has determined it is in the best interest of the City to donate the two vehicles to the Colfax Firefighters Association for the purpose of refurbishing the antiques for parades and other events.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax to authorize donation of the 1936 Dodge fire truck and the 1946 International fire truck to the Colfax Firefighters Association.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** at the Regular Meeting of the City Council of the City of Colfax held on the 26<sup>th</sup> of September 2018 by the following vote of the Council:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Will Stockwin, Mayor**

**ATTEST:**

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**Lorraine Cassidy, City Clerk**



July 23, 2018

Dear Mr. Heathcock,

My name is Roger Bresnahan and I serve as a Firefighter/Emergency Medical Technician for the City of Colfax Fire Department. I am also the Treasurer of our non-profit Firefighter's Association.

The Colfax Firefighter's Association would appreciate the City of Colfax donating the 1936 Dodge and 1946 International fire engines to our Association. We have been successful at investing Association time and money into the Dodge firetruck and getting it running participating in City approved events such as the July 3rd parade for the last two years. Our expectation is to continue to use the Dodge apparatus in future city events such as the parade. The International truck is in poor repair and would take quite an investment in time and funds to get that unit running, but we thought it might be of future value to us. I have pictures attached of both units.

1936 Dodge Firetruck License Number E91415 - Serial Number 9246945

1946 International Firetruck License Number E91414 - Serial Number HF - 114595

We understand a request would need to be made to the City Council and are more than happy to attend a meeting to make our request in person if required. Please let me know when the next available City Council meeting is so we can coordinate our schedules internally. Your assistance is greatly appreciated.

Thank you in advance for your help and support.

I can be reached at 530-368-9133 or Rogerbresnahan@gmail.com

Sincerely,

Roger Bresnahan

cc: Sean Lomen, Captain - Colfax Fire  
Zachary Haslett - President - Colfax City Firefighter's Association







