



# CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR TOM PARNHAM • MAYOR PRO-TEM STEVE HARVEY  
COUNCILMEMBERS • KIM DOUGLASS • TONY HESCH • WILL STOCKWIN



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## REGULAR MEETING AGENDA

September 28, 2016

Closed Session 6:30 PM

Regular Session 7:00 PM

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### 1) CONVENE CLOSED SESSION

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- 1A. Call Closed Session to Order
- 1B. Roll Call
- 1C. Public Comment – Closed Session Items
- 1D. Closed Session Agenda  
Public employee performance evaluation pursuant to Government Code Section 54957  
Title: City Manager

### 1) OPEN SESSION

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- 2A. Call Open Session to Order
- 2B. Pledge of Allegiance
- 2C. Report from Closed Session
- 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) CONSENT CALENDAR

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*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 City staff.*

**RECOMMENDED ACTION:** Approve Consent Calendar

- 3A. Minutes City Council Meeting of September 14, 2016  
**Recommendation:** Approve the Minutes of the Regular Meeting of September 14, 2016.
- 3B. Cash Summary Report – August 2016  
**Recommendation:** Receive and File.
- 3C. City of Colfax Conflict of Interest Code Update  
**Recommendation:** Approve Resolution 40-2016

### 4) COUNCIL, STAFF AND OTHER REPORTS

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

- 4A. Committee Reports and Colfax Informational Items - All Councilmembers
- 4B. City Operations Update – City staff
- 4C. Additional Reports – Agency partners



## 5) PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible; 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 BUSINESS

- 6A. **Event Application: Fall Festival**  
**PRESENTATION:** John Schempf, City Manager  
**RECOMMENDATION:** Adopt Resolution 41-2016 authorizing the use of public areas and the closure of certain streets for a Fall Festival.
- 6B. **Event Application: Homecoming Parade**  
**PRESENTATION:** John Schempf, City Manager  
**RECOMMENDATION:** Adopt Resolution 42-2016 authorizing the use of public areas and the closure of certain streets for a Homecoming Parade.
- 6C. **City Engineering Consultant Services**  
**STAFF PRESENTATION:** Wes Heathcock, Community Services Director  
**RECOMMENDATION:** Adopt Resolution 43-2016 Authorizing the City Manager to enter into an agreement with Coastland Civil Engineering, Inc. for City Engineering Services.
- 6D. **Caboose Maintenance Proposal**  
**STAFF PRESENTATION:** John Schempf, City Manager  
**RECOMMENDATION:** Discuss and direct staff as appropriate.
- 6E. **Ordinance 529: Medical Marijuana Ordinance – Second Reading**  
**STAFF PRESENTATION:** John Schempf, City Manager  
**RECOMMENDATION:** Consider public and staff comments and Adopt Ordinance 529 and waive reading of the entire ordinance and read by title only; to become effective subject to approval at the November 8, 2016 general election of Measure H by 2/3 of the voters.
- 6F. **Ordinance 530: Mobile Home Ordinance – Second Reading**  
**STAFF PRESENTATION:** John Schempf, City Manager  
**RECOMMENDATION:** Consider public and staff comments and Adopt Ordinance 530 and waive reading of the entire ordinance and read by title only to become effective in 30 days.
- 6G. **Centennial Dam Economic Impacts on the City of Colfax**  
**PRESENTATION:** John Schempf, City Manager  
**RECOMMENDATION:** Discuss economic impacts of the Centennial Dam and a Response to the Nevada Irrigation District and provide guidance to staff.

## 7) ADJOURNMENT

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

  
Lorraine Cassidy, City Clerk

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





City of Colfax  
 City Council Minutes  
 Regular Meeting of Wednesday, September 14, 2016  
 City Hall Council Chambers  
 33 S. Main Street, Colfax CA

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## 1 CONVENE MEETING

- 1A. **Call to Order**  
 Mayor Parnham called the meeting to order at 7:00PM.
- 1B. **Pledge of Allegiance**  
 Local Business Owner Jim Dion led the Pledge of Allegiance.
- 1C. **Roll Call**  
 Council members present: Douglass, Harvey, Hesch, Parnham, Stockwin
- 1D. **Approval of Agenda Order**  
 On a motion by Councilmember Hesch, seconded by Councilmember Stockwin, the City Council approved the agenda.  
**AYES:** Douglass, Harvey, Hesch, Parnham, Stockwin

## 2 PRESENTATION

- 2A. **Presentation by Placer Sierra Railroad Heritage Society (PSRHS) – Caboose Management Proposal**  
 Lonnie Dixon of the PSRHS presented a proposal to take operational control of the caboose at Roy Toms Plaza in exchange for maintaining the caboose. Council supports the concept and asked staff put an item on the next agenda.

## 3 CONSENT CALENDAR

- 3A. **Minutes of the City Council Meeting of August 10, 2016**  
**Recommendation:** Approve the Minutes of the Regular Meeting of August 10, 2016.
- 3B. **Cash Summary Report – July 2016**  
**Recommendation:** Receive and File.
- 3C. **Highway 174 Gateway Monument Sign Maintenance Agreement**  
**Recommendation:** Adopt Resolution 37-2016 Authorizing the City Manager to execute a Highway Maintenance Agreement with the State of California for the Highway 174 Gateway Monument Sign Project.
- 3D. **Adoption of FEMA Hazard Mitigation Plan Update for Placer County**  
**Recommendation:** Adopt Resolution 38-2016 Adopting the Placer County 2016 Local Multi-Hazard Mitigation Plan
- 3E. **Transit Center Funding Grant**  
**Recommendation:** For information only
- 3F. **Mink Creek Petition**  
**Recommendation:** For information only

Councilmembers pulled Items 3A, 3C, 3D, 3E and 3F.

On a motion by Councilmember Stockwin, seconded by Councilmember Harvey, the City Council approved Item 3B on the Consent Calendar.

**AYES:** Douglass, Parnham, Harvey, Hesch, Stockwin

**3A. Minutes of the City Council Meeting of August 10, 2016**

**Recommendation:** Approve the Minutes of the Regular Meeting of August 10, 2016.

Councilmember Hesch and Mayor Pro Tem Harvey pulled Item 3A to abstain from the vote on minutes of the August 10, 2016 meeting due to their absences from that meeting.

On a motion by Councilmember Stockwin and a second by Mayor Parnham, Council approve the minutes of the August 10, 2016 meeting.

**AYES:** Douglass, Parnham, Stockwin

**ABSTAIN:** Harvey, Hesch

**3C. Highway 174 Gateway Monument Sign Maintenance Agreement**

**Recommendation:** Adopt Resolution 37-2016 Authorizing the City Manager to execute a Highway Maintenance Agreement with the State of California for the Highway 174 Gateway Monument Sign Project.

Councilmember Hesch stated he would like to see staff reports delineate all costs involved in executing an agreement and the funding source for the costs. This maintenance agreement will require staff time and incur other expenses and he believes those costs should have been reflected on the staff report.

On a motion by Mayor Pro Tem Harvey and a second by Councilmember Stockwin, Council adopted Resolution 37-2016.

**AYES:** Douglass, Harvey, Hesch, Parnham, Stockwin

**3D. Adoption of FEMA Hazard Mitigation Plan Update for Placer County**

**Recommendation:** Adopt Resolution 38-2016 Adopting the Placer County 2016 Local Multi-Hazard Mitigation Plan.

Councilmember Hesch stated he is very disappointed with the brevity of this staff report and it is unacceptable to include a web link to the document which Council is approving rather than the entire document.

Mayor Pro Tem Harvey inquired why CalFire isn't included in the Mitigation Document.

City Manager Schempf replied the Mitigation Document is solely for the County and doesn't include State resources.

On a motion by Councilmember Stockwin and a second by Mayor Parnham, Council adopted Resolution 38-2016.

**AYES:** Douglass, Harvey, Parnham, Stockwin

**NOES:** Hesch

**3E. Transit Center Funding**

**Recommendation:** For information only.

Councilmember Hesch stated this grant is a good thing. The City is receiving \$4,000 in grant funding for trash receptacles but the Staff Report doesn't state how many receptacles will be purchased nor does it indicate if the items will be compliant with the General Plan. He feels the Staff Report is inadequate.

City Manager Schempf explained this is an information only item and was included in the packet as a courtesy to Council.

On a motion by Mayor Pro Tem Harvey and a second by Councilmember Stockwin, Council accepted the information only item.

**AYES:** Douglass, Harvey, Parnham, Stockwin

**NOES:** Hesch

### 3E. **Mink Creek Petition**

**Recommendation:** For information only.

Councilmember Stockwin asked if the petition from Mink Creek to secede from the City were to go through, would just the members of the HOA vote or would it be a vote of the City. He also inquired if Staff has contacted the County regarding this petition.

City Attorney Cabral replied the intent of the HOA is the entire City would vote, he has spoken with the County and will discuss this issue in Closed Session under attorney/client privilege should further discussion be needed.

Councilmember Hesch stated as a resident of Mink Creek he has fastidiously recused himself from all Council discussions regarding Mink Creek and has also abstained from reading documents associated with conflicts between the City and the Mink Creek HOA. He plans to read all the documents available now that the situation has reached this point. He also wants on record that he disagrees with a statement in the staff analysis. The Staff Report states "staff has found no documentation authorizing the destruction of any records relating to Mink Creek." Councilmember Hesch stated he knows of information which he believes makes this statement incorrect.

On a motion by Councilmember Stockwin and a second by Mayor Pro Tem Harvey, Council accepted the information only item.

**AYES:** Douglass, Harvey, Parnham, Stockwin

**NOES:** Hesch

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

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

*Councilmember Hesch*

- Councilmember Hesch represented the City at the Placer County Transportation Planning Agency Board meeting.
- He has heard a complaint from a volunteer who worked on the plantings at the flag pole that the plants have died because staff has not watered the plants. He expects a report of the plan to mitigate this issue at the next meeting.
- He reminded staff that he and Mayor Pro Tem Harvey are on the General Plan and Circulation Element Committee to keep Council informed on planning and other issues discussed by staff.
- He reiterated a former request to keep a tally of the costs associated with the medical marijuana ordinance. He would like a report at the next Council meeting.
- He stated he is dissatisfied with the quality of the agenda packet.

*Councilmember Stockwin*

- Councilmember Stockwin reported from the Fire Safe Council meeting. The discussion revolved around the huge problem arising from tree die out due to bark beetle infestation. CalFire is predicting near decimation of the forests between 2,500 and 4,200 feet elevation. This will be a crisis that will require a concerted

effort from property owners, state officials and everyone in the foothill region. It is important for residents to have an evacuation plan in place. If a fire occurs in a beetle infested area, the fire spreads explosively.

*Councilmember Douglass*

- Councilmember Douglass has attended several events, including the Artwalk, the Chamber Mixer, the Plant Sale, the 9/11 Mass, and Teen Challenge.
- He represented the City at the SACOG Board meeting, the Project Go Board Meeting, and the Sierra Vista Community Center (SVCC) Board Meeting.
- He also teamed with Foxey McCleary to teach chalk drawing at Colfax School.

*Mayor Pro Tem Harvey*

- Mayor Pro Tem Harvey had nothing to report.

*Mayor Parnham*

- Mayor Parnham attended the Chamber Mixer, the 9/11 Mass at St Dominic's, and the Artwalk.
- He was honored to hand out certificates to 7<sup>th</sup> Grade students.
- Mayor Parnham congratulated Councilmember Douglass for being selected as "Best of the Best Councilmember" and thanked him for his outstanding service to the community.

**4B. City Operations – City Staff**

*City Manager Schempf*

- City Manager Schempf stated he learned today the comment period for the proposed Centennial Reservoir is open until October. He plans to address this on the next agenda.
- He explained the October 12 meeting may need to be postponed or cancelled due to staff vacations and training.

*Community Services Director Heathcock*

- Community Services Director Heathcock stated the Request for Qualifications from engineering firms is in progress. The City received six Statements of Qualifications which will be evaluated this week. Staff plans to bring a contract for a new City Engineer to Council for approval.
- He thanked Mayor Pro Tem Harvey for information regarding grants for rubberized asphalt. If Measure M passes on the ballot, then the City will have enough funds to meet the requirements for matching funds.
- Staff has recently participated in a required Confined Space Training program. To save costs, Staff was able to invite local jurisdiction to participate.
- Recology will begin curbside pick-up for oil this month and the Oil Recycling Center is now closed. He handed each Councilmember a Recology brochure and announced every resident should receive their copy this week.
- The City will host the next Chamber Mixer at the closed City Landfill.

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

*Sergeant Ty Conners, Placer County Sheriff's Office Colfax Substation Commander*

- Sergeant Conners thanked Community Services Director Heathcock and CALFire command team for participating in the Active Shooter update held at the Colfax Schools.
- He and community leaders are planning a community outreach to discuss solutions for the transient problems in town.

- Plans for the skatepark continue and the final design should be ready soon.

*Karen Cross, Captain Colfax CALFire Station*

- Captain Cross explained the dangers precipitated by the tree die-off as a result of the bark beetle infestation.

## 5 PUBLIC COMMENT

*Otis Wollen, area resident*

- Mr. Wollen informed Council the protest period for the Centennial Dam will end October 29. He suggested Council form an ad hoc committee to discuss potential impacts and bring a report to Council for formulating a letter to the Nevada Irrigation District.

Council requested staff place this item on a future agenda.

*Foxy McCleary, 127 Saunders Lane*

- Ms. McCleary invited everyone to the special Artwalk on Friday, September 16, 2016.
- She informed Council the Lioness Club is working on a solution for the lack of water at the flag pole, suggesting a mining display with gold rush era artifacts.
- She requested a key for the VFW to be able to put flags at half-mast as appropriate.

*Marnie Mendoza, 140 Depot Street*

- Ms. Mendoza announced her candidacy for City Council.

## 6 Public Hearings

### 6A. **Introduction and First Reading of Ordinance 529 amending Colfax Municipal Code Chapter 17.162 covering cultivation, dispensaries, use, delivery, manufacturing, and revenue requirements of medical cannabis in the City of Colfax**

**STAFF PRESENTATION:** John Schempf, City Manager

**RECOMMENDATION:** Introduce the proposed Ordinance 529 by title only, conduct a Public Hearing and thereafter by Motion waive the first reading and continue for a second reading at the September 28, 2016 City Council meeting.

Mayor Parnham opened the Public Hearing for Ordinance 529 at 8:11PM.

Mr. Schempf stated the comments from the last meeting were incorporated into the Ordinance. Staff recommends approval of the Ordinance.

Councilmember Hesch stated this ordinance has completely changed from the one Council and staff have worked on over the last few months. He has not agreed to these changes and will not participate further.

Councilmember Hesch left the meeting at 8:16pm.

Mayor Parnham declared a recess at 8:17pm.

Mayor Parnham resumed the Public Hearing at 8:26PM.

Councilmember Stockwin asked for clarification regarding the fee schedule for the license for personal use and the fees for a Conditional Use Permit. He pointed out a typographical error which will be corrected for the final reading.

Mayor Parnham opened Public Comment regarding the Ordinance.

Colfax business owner Lynn Tausch stated she is concerned that this Ordinance no longer has the detailed controls on marijuana growth that were included in the Ordinance which Council rejected in June.

Kimberly Cargyle of Sacramento stated medical marijuana dispensaries can be good neighbors.

Rich Miller, area resident, objected to licensing personal use growers and stated the 15% tax fee is too high.

Mayor Parnham reminded Council and the public the new Ordinance format was written after Council gave input to City Manager Schempf.

Mayor Parnham closed the Public Hearing at 8:58PM.

On a motion by Councilmember Stockwin, seconded by Councilmember Douglass, Council voted to read Ordinance 529 by title only, waived the first reading and continued the item for second reading at the September 28, 2016 meeting. Council took a roll call vote:

**AYES:** Douglass, Parnham Stockwin

**NOES:** Harvey

**ABSENT:** Hesch

At 9:01 Councilmember Hesch returned to the meeting.

**6B. Introduction and First Reading of Ordinance 530 cancelling the City's assumption of responsibility for enforcement of the Mobile Home Parks Act and Special Occupancy Parks Act and returning responsibility for enforcement to the California Department of Housing and Community Development.**

**STAFF PRESENTATION:** John Schempf, City Manager

**RECOMMENDATION:** Introduce the proposed Ordinance 530 by title only, conduct a Public Hearing and thereafter by Motion waive the first reading and continue for a second reading at the September 28, 2016 City Council meeting.

Mayor Parnham opened the Public Hearing at 9:02AM.

City Manager Schempf reminded Council the only trailer park in Colfax has not been inspected for many years. It is not cost effective for the City to bring the park into compliance with code regulations and staff has recommended returning jurisdiction and responsibility to the State.

City Attorney Cabral stated this change in jurisdiction requires an ordinance.

Councilmember Hesch stated this is a departure from past City policy to keep control over City jurisdiction.

Councilmember Stockwin asked why requiring the trailer park to come into compliance would be expensive.

City Manager Schempf replied it will require several inspections and require much staff time.

Mayor Pro Tem Harvey asked if we will still have jurisdiction over sewer rates and billing.

City Manager Schempf replied we would maintain control over all sewer system issues.

There was no public comment.

Mayor Parnham closed the Public Hearing at 9:09PM.

On a motion by Councilmember Stockwin and a second by Councilmember Douglass, Council voted to read Ordinance 530 by title only, waived the first reading and continued the item for second reading at the September 28, 2016 meeting.

**AYES:** Douglass, Parnham, Harvey, Stockwin

**NOES:** Hesch

## 7 Council Business

- 7A. **Reopening of Golden State Patient Care Collective** (the dispensary) (Tabled at August 10, 2016 Council Meeting due to lack of quorum)

**STAFF PRESENTATION:** John Schempf, City Manager

**RECOMMENDATION:** Vote to approve or deny reopening of business.

City Attorney Cabral advised Councilmember Douglass he has a disqualifying conflict of interest because of his financial relationship with Jim Dion, the owner of the business in question. The State of California Fair Political Practices Commission (FPPC) has a 12-month look back on such financial interests. He advised Councilmember Douglass recuse himself and leave the room while Council discussed this item.

Councilmember Douglass left the room at 9:11PM.

City Attorney Cabral stated the existing Ordinance governing medical marijuana dispensaries states the collective cannot be reopened after it has ceased to be in business.

Councilmember Hesch asked why this item is on the agenda if it is against the Ordinance.

Councilmember Stockwin stated the wording of the existing Ordinance states only a valid legal process would preclude Mr. Dion from re-opening the dispensary. He doesn't believe it was a legal process that closed the business.

Mayor Pro Tem Harvey agreed with City Attorney Cabral's interpretation of the Ordinance because that was the Council intent when the Ordinance was adopted.

Doug Schultz, attorney for Mr. Dion, stated Mr. Dion had not closed the dispensary because of a "legal process" and therefore should be able to reopen his business.

Mr. Dion stated he wants to open the dispensary and help people. If Council is going to play legal games and use stall tactics, he will stop being honest about his business.

Kimberly Cargyle, Rich Miller, Eli Beardsley, Bob Dion, and Dale Bridges all spoke in favor of reopening the dispensary.

Mayor Pro Tem Harvey reminded Council marijuana is still a federally illegal substance and Councilmembers could be prosecuted for voting for this business.

Councilmember Stockwin made a motion to allow reopening of the Golden State Patient Care Collective. Mayor Parnham seconded the motion. Council took a roll call vote:

**AYES:** Parnham, Stockwin

**NOES:** Harvey, Hesch

**RECUSED:** Douglass

The motion did not pass.

Councilmember Douglass returned to the meeting at 9:49PM.

- 7B. **New Electric Charging Station in Downtown Colfax**

**STAFF PRESENTATION:** John Schempf, City Manager

**RECOMMENDATION:** Adopt Resolution 39-2016 authorizing the City Manager to enter into an agreement with EVgo for installation of an electric vehicle charging station in the Colfax Historic District.

City Manager Schempf stated the City has been approached to install a fast charging station at no cost to the City. Staff negotiated to receive \$200 monthly from the station. He feels it would be good for Colfax to be "known" for its charging stations in the foothills.

Councilmember Hesch stated he is in favor of bringing chargers into town but cautioned Council to consider carefully placing something this modern in the historic district.

Cina Loarie, from EVgo, answered Council's questions and encouraged Council to make a quick decision as the grant funding for her company will be available for only a short time.

Councilmember Hesch made a motion to Adopt Resolution 39-2016 subject to recommendation from an ad hoc committee for location and minor changes to the contract. Councilmember Stockwin seconded the motion.

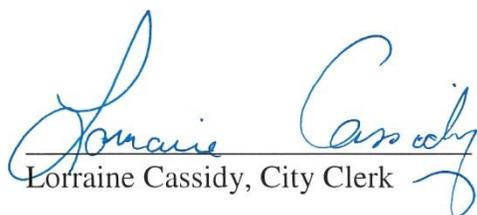
**AYES: Douglass, Harvey, Hesch, Parnham, Stockwin**

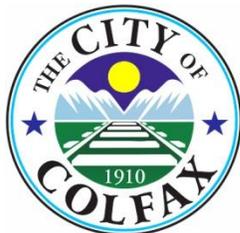
Mayor Parnham and Councilmember Hesch agreed to serve as the ad hoc committee.

## 8 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Parnham adjourned the meeting at 10:20PM.

Respectfully submitted to City Council this 28<sup>th</sup> day of September, 2016.

  
Lorraine Cassidy, City Clerk



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager  
**PREPARED BY:** Laurie Van Groningen, Finance Director  
**DATE:** September 12, 2016  
**SUBJECT:** City of Colfax Cash Summary Report: August 2016

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Accept and file City of Colfax Cash Summary Report: August 2016.

### **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 2016. Monthly highlights include:

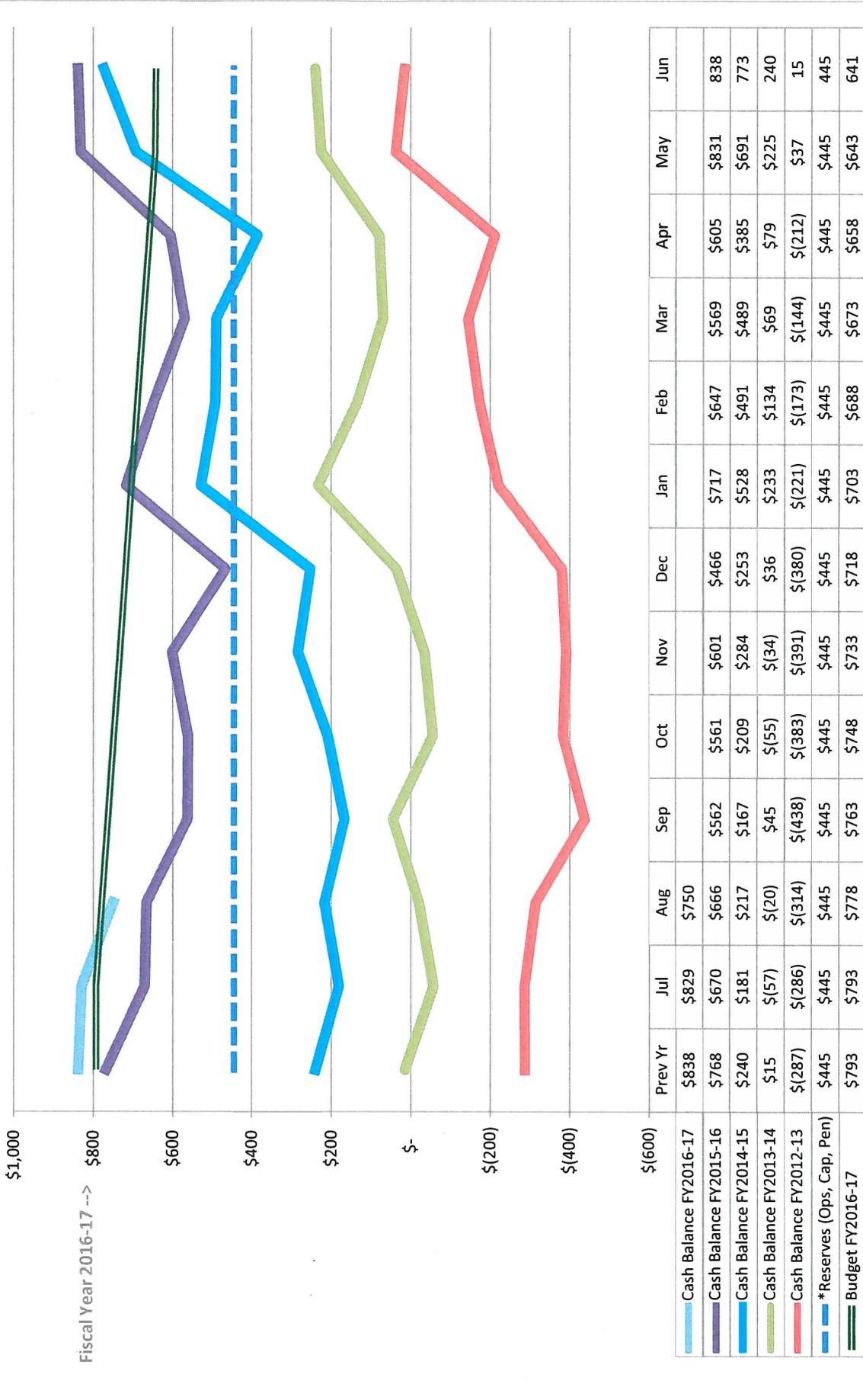
- Biannual payment on the purchase of Winner Chevrolet property was processed in August - \$134,000. Note: The quarterly payment for Sheriff services will be paid in September.
- General Fund Reserved Cash is tracking consistently with previous years and our General Fund Reserve balance has been met consistently for the past 1.5 years.
- Negative cash fund balances in Fund 250 Streets& Roads and Fund 370 Capital Funds are due to timing of funding allocations and reimbursements.

### **ATTACHMENTS:**

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

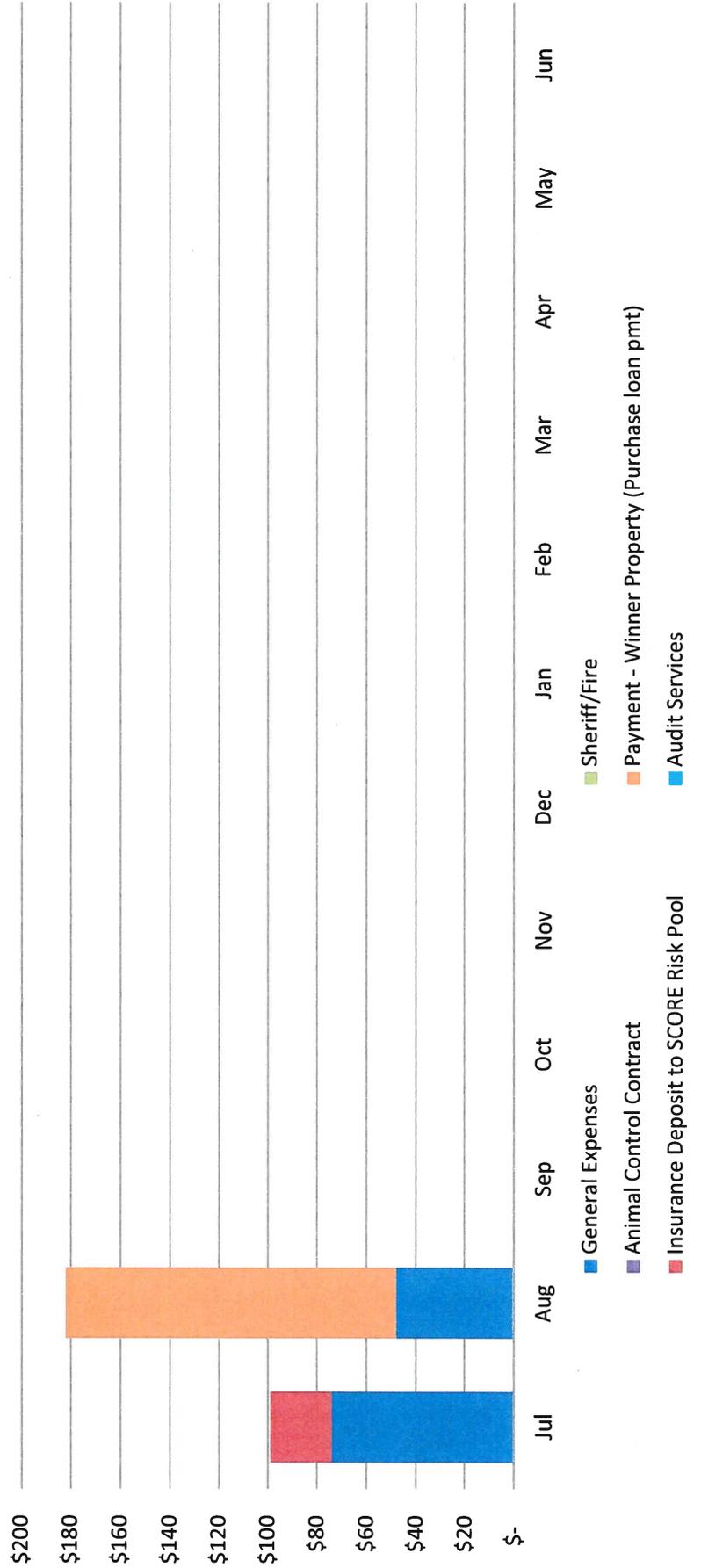
## City of Colfax - August 2016 General Fund Reserved Cash Analysis

(Dollars in Thousands)

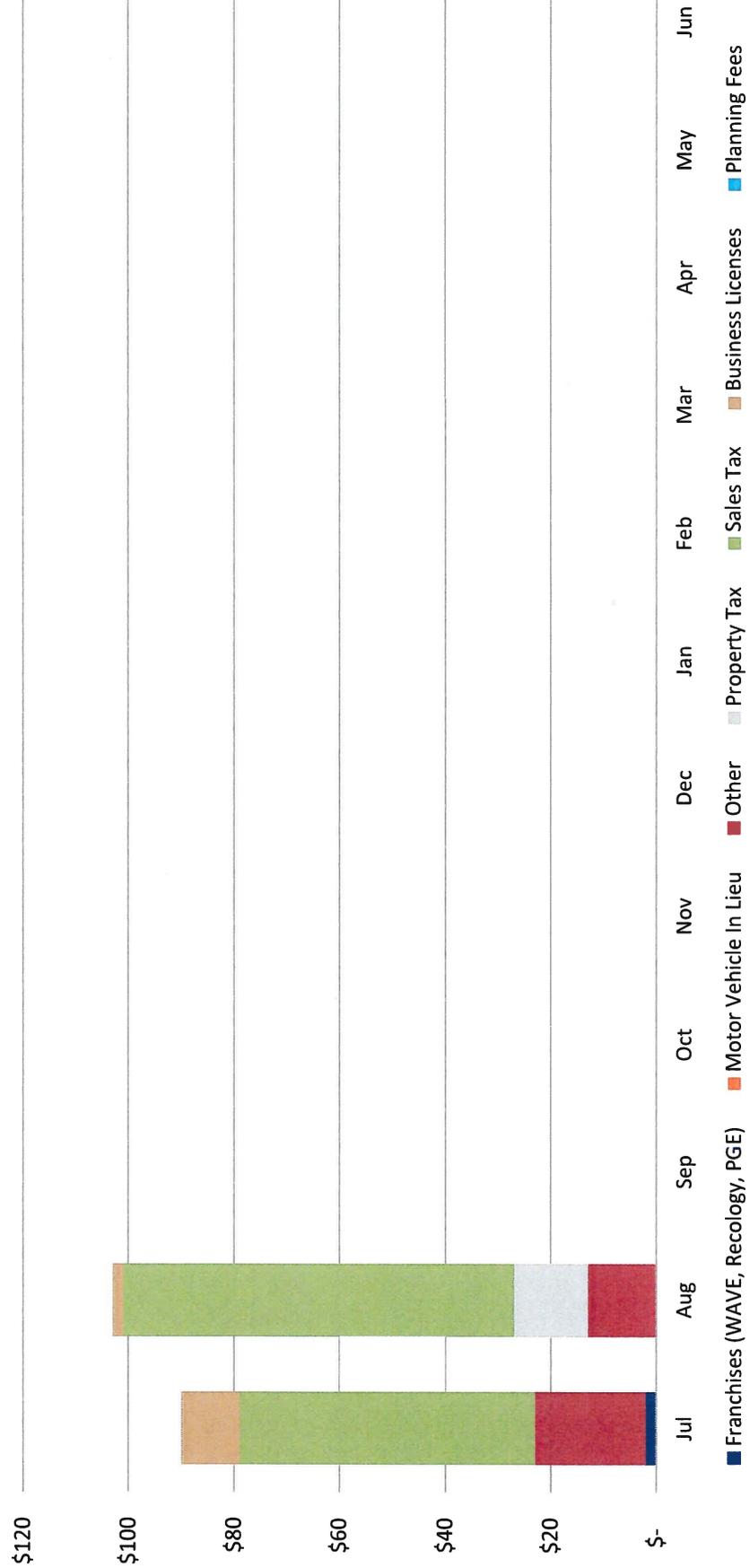


\*City Administrative policy stipulates General Fund Reserve of 25% (3 months) of annual General Fund Revenues.

### City of Colfax - August 2016 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



### City of Colfax - August 2016 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



**City of Colfax  
Cash Summary  
August 31, 2016**

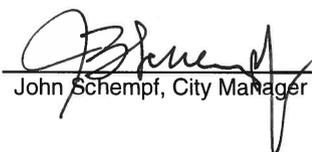
	Balance 07/31/2016	Revenues In	Expenses Out	Transfers	Balance 08/31/2016
US Bank	\$ 229,321.86	\$ 328,013.00	\$ (279,798.18)	\$ 75,000.00	\$ 352,536.68
LAIF	\$ 3,651,677.14	\$ -		\$ (75,000.00)	\$ 3,576,677.14
Total Cash - General Ledger	<u>\$ 3,880,999.00</u>	<u>\$ 328,013.00</u>	<u>\$ (279,798.18)</u>	<u>\$ -</u>	<u>\$ 3,929,213.82</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 3,881,299.00</u>	<u>\$ 328,013.00</u>	<u>\$ (279,798.18)</u>	<u>\$ -</u>	<u>\$ 3,929,513.82</u>

**Change in Cash Account Balance - Total** \$ 48,214.82

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (222,898.51)
3. Cash Receipts - Daily Cash Summary Report	\$ 191,232.73
Payroll Checks and Tax Deposits	\$ (56,473.37)
Utility Billings - Receipts	\$ 136,780.27
Bank Service Charge	\$ (167.47)
NSF Check - Redeposit Sept	\$ -
Previously voided check	\$ (258.83)
	<u><u>\$ 48,214.82</u></u> \$

Prepared by:  9/12/16  
Laurie Van Groningen, Finance Director

Reviewed by:  9/22/16  
John Schempf, City Manager

**City of Colfax**  
**Cash Transactions Report - August 2016**

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
<b>Fund Type: 1.11 - General Fund - Unassigned</b>				
Fund: 100 - General Fund	\$ 1,019,028.96	\$ 103,090.47	\$ (181,701.38)	\$ 940,418.05
Fund: 120 - Land Development Fees	\$ 25,395.44	\$ -	\$ (225.00)	\$ 25,170.44
Fund: 570 - Garbage Fund	\$ (215,777.46)	\$ -	\$ (600.13)	\$ (216,377.59)
<b>Fund Type: 1.11 - General Fund - Unassigned</b>	<b>\$ 828,646.94</b>	<b>\$ 103,090.47</b>	<b>\$ (182,526.51)</b>	<b>\$ 749,210.90</b>
<b>Fund Type: 1.14 - General Fund - Restricted</b>				
Fund: 571 - AB939 Landfill Diversion	\$ 30,517.26	\$ -	\$ -	\$ 30,517.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 778,759.35	\$ -	\$ (1,919.39)	\$ 776,839.96
<b>Fund Type: 1.14 - General Fund - Restricted</b>	<b>\$ 809,276.61</b>	<b>\$ -</b>	<b>\$ (1,919.39)</b>	<b>\$ 807,357.22</b>
<b>Fund Type: 1.24 - Special Rev Funds - Restricted</b>				
Fund: 210 - Mitigation Fees - Roads	\$ 52,793.59	\$ -	\$ -	\$ 52,793.59
Fund: 211 - Mitigation Fees - Drainage	\$ 3,049.66	\$ -	\$ -	\$ 3,049.66
Fund: 212 - Mitigation Fees - Trails	\$ 42,724.88	\$ -	\$ -	\$ 42,724.88
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 97,841.35	\$ -	\$ -	\$ 97,841.35
Fund: 214 - Mitigation Fees - City Bldgs	\$ 944.60	\$ -	\$ -	\$ 944.60
Fund: 215 - Mitigation Fees - Vehicles	\$ 4,493.65	\$ -	\$ -	\$ 4,493.65
Fund: 217 - Mitigation Fees - DT Parking	\$ 26,631.18	\$ -	\$ -	\$ 26,631.18
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 241 - CDBG Housing Rehabilitation	\$ 94,608.65	\$ -	\$ -	\$ 94,608.65
Fund: 244 - CDBG MicroEnterprise Lending	\$ 122,240.15	\$ -	\$ -	\$ 122,240.15
Fund: 250 - Streets - Roads/Transportation	\$ (20,907.68)	\$ -	\$ (10,496.38)	\$ (31,404.06)
Fund: 253 - Gas Taxes	\$ 11,689.00	\$ 9,201.73	\$ (1,496.66)	\$ 19,394.07
Fund: 270 - Beverage Container Recycling	\$ 37,939.31	\$ -	\$ -	\$ 37,939.31
Fund: 280 - Oil Recycling	\$ 1,570.08	\$ -	\$ (322.59)	\$ 1,247.49
Fund: 286 - Community Projects	\$ 5,266.76	\$ -	\$ -	\$ 5,266.76
Fund: 292 - Fire Department Capital Funds	\$ 140,146.68	\$ -	\$ -	\$ 140,146.68
Fund: 342 - Fire Construction - Mitigation	\$ 2,429.12	\$ -	\$ -	\$ 2,429.12
Fund: 343 - Recreation Construction	\$ 2,429.57	\$ -	\$ -	\$ 2,429.57
<b>Fund Type: 1.24 - Special Rev Funds - Restrict</b>	<b>\$ 625,890.55</b>	<b>\$ 9,201.73</b>	<b>\$ (12,315.63)</b>	<b>\$ 622,776.65</b>
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>				
Fund: 350 - Street Improvement Projects	\$ -	\$ -	\$ -	\$ -
Fund: 370 - North Main Street Bike Route	\$ (30,062.01)	\$ -	\$ (1,151.00)	\$ (31,213.01)
Fund: 375 - East Oak Street Sidewalk	\$ (68,127.60)	\$ 71,563.64	\$ (3,436.04)	\$ (0.00)
<b>Fund Type: 1.34 - Capital Projects - Restricted</b>	<b>\$ (98,189.61)</b>	<b>\$ 71,563.64</b>	<b>\$ (4,587.04)</b>	<b>\$ (31,213.01)</b>
<b>Fund Type: 2.11 - Enterprise Funds - Unassigned</b>				
Fund: 560 - Sewer	\$ 463,917.41	\$ 90,303.92	\$ (57,203.79)	\$ 497,017.54
Fund: 561 - Sewer Liftstations	\$ 370,898.69	\$ 13,972.44	\$ (7,128.69)	\$ 377,742.44
Fund: 563 - Wastewater Treatment Plant	\$ 466,869.61	\$ 35,860.65	\$ -	\$ 502,730.26
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 16,085.61	\$ 96.44	\$ (14,117.13)	\$ 2,064.92
Fund: 567 - Inflow & Infiltration	\$ 356,823.19	\$ 3,923.71	\$ -	\$ 360,746.90
<b>Fund Type: 2.11 - Enterprise Funds - Unassign</b>	<b>\$ 1,715,674.51</b>	<b>\$ 144,157.16</b>	<b>\$ (78,449.61)</b>	<b>\$ 1,781,382.06</b>
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>				
Fund: 998 - PAYROLL CLEARING FUND	\$ -	\$ -	\$ -	\$ -
<b>Fund Type: 9.0 - CLEARING ACCOUNT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Totals:</b>	<b>\$ 3,881,299.00</b>	<b>\$ 328,013.00</b>	<b>\$ (279,798.18)</b>	<b>\$ 3,929,513.82</b>

## Check Register Report

7 of 10

Checks Processed August 2016

Date: 09/10/2016

Time: 12:52 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>							
51920	08/04/2016	Reconciled		01424	ALL PRO BACKFLOW	BACKFLOW SERVICES	719.53
51921	08/04/2016	Reconciled		01448	AMERIGAS - COLFAX	PROPANE SHERIFF DEPT	12.89
51922	08/04/2016	Reconciled		01448	AMERIGAS - COLFAX	PROPANE CITY HALL	26.01
51923	08/04/2016	Reconciled		01448	AMERIGAS - COLFAX	PROPANE FIRE HOUSE	17.83
51924	08/04/2016	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	PLAN REVIEW 30 N. MAIN ST.	105.00
51925	08/04/2016	Reconciled		03204(2)	CENTRAL VALLEY ENGINEERING &	5% RETENTION PAID	3,436.04
51926	08/04/2016	Reconciled		04253	DEPARTMENT OF GENERAL SERVICES	SB1186 Q1/Q2 2016	81.30
51927	08/04/2016	Reconciled		06450	KURTIS H. FOX, M.D.	STAFF IMMUNIZATION/VACCINES	294.00
51928	08/04/2016	Reconciled		09540	INTERSTATE SALES	SIGN BRACKET &	136.10
51929	08/04/2016	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	SPRKPLGS, RAGSHIRT, HARDCAP	799.58
51930	08/04/2016	Reconciled		16011(2)	PELLETREAU, ANDERSON & CABRAL	JULY 2016 SERVICES	4,793.43
51931	08/04/2016	Reconciled		16035	PG&E	STMT 7/22/2016	22,631.98
51932	08/04/2016	Reconciled		16040A	PITNEY BOWES	JUNE 30 - SEPT 29, 2016	180.31
51933	08/04/2016	Reconciled		18090	RAMOS ENVIRONMENTAL SERVICE	USED OIL PICK UP	225.00
51934	08/04/2016	Reconciled		18400	RIEBES AUTO PARTS	FIRE ALARM BATTERY	22.80
51935	08/04/2016	Reconciled		18900	SACRAMENTO AREA COUNCIL OF	2016-2017 MEMBERSHIP	355.00
51936	08/04/2016	Reconciled		19059	SCHEMPF, JOHN	MILEAGE REIMB JULY 2016	51.84
51937	08/04/2016	Reconciled		19396	SIERRA SAFETY COMPANY	STREET SIGNS	171.66
51938	08/04/2016	Reconciled		19397	SIERRA SAW	20" CHAINSAW	367.60
51939	08/04/2016	Reconciled		19791	SUTTER MEDICAL FOUNDATION	MEDICAL CHECKS STAFF	320.00
51940	08/04/2016	Reconciled		21695	USDA, RURAL DEVELOPMENT	PAYOFF USDA LOAN 92-01	14,117.13
51941	08/04/2016	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL CONSULTANT	7,655.55
51942	08/04/2016	Reconciled		23450	WINNER CHEVROLET, INC.	1ST CONTRACT Q1/Q2	134,432.32
51946	08/17/2016	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD	300.34
51947	08/17/2016	Reconciled		01424	ALL PRO BACKFLOW	SERVICE CALL & RETEST	115.90
51948	08/17/2016	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS & CLEANING SUPPLIES	698.91
51949	08/17/2016	Reconciled		01661	ARC	N. MAIN ST BIKE LANES &	139.00
51950	08/17/2016	Reconciled		01766	AT&T MOBILITY	JULY 2016 CELL PHONES	587.84
51951	08/17/2016	Reconciled		02630	BENNETT ENGINEERING SERVICES	N. MAIN ST. BIKE ROUTE	728.00
51952	08/17/2016	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	ACT & LABOR WEEK OF	3,759.60
51953	08/17/2016	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BLDG. OFFICIAL SERVICES	5,440.00
51954	08/17/2016	Reconciled		03562	COMMERCIAL PUMP SERVICE, INC	INSTALL 2 SUB PUMPS	1,090.00
51955	08/17/2016	Reconciled		04234	DE LAGE LANDEN FINANCIAL	AUG 2016 COPY MACHINE	469.43
51956	08/17/2016	Reconciled		04400	DIAMOND WELL DRILLING CO.	JUNE 2016 MONITORING	3,496.00
51957	08/17/2016	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	WWTP INTERNET 8/15/2016	99.95
51958	08/17/2016	Reconciled		07460	GOLD COUNTRY MEDIA	LEGAL NOTICE - BIDS N. MAIN ST	284.00
51959	08/17/2016	Reconciled		08660	HUNT AND SONS, INC.	PUBLIC WORKS FUEL	385.61
51960	08/17/2016	Reconciled		11130	KRUGER, INC.	WWTP SUPPLIES	217.77
51961	08/17/2016	Printed		16727	PONTICELLO ENTERPRISES	STMT 8/11/2016	375.00
51962	08/17/2016	Printed		18193	RECOLOGY AUBURN PLACER	DEBRIS BOX REMOVAL JULY 2016	460.00
51963	08/17/2016	Reconciled		18194	RGS - REGIONAL GOV SERVICES	JULY 2016 PLANNING SERVICES	2,612.50
51964	08/17/2016	Reconciled		09095	JEFF SCOTT	BOOT REIMBURSEMENT	53.99
51965	08/17/2016	Reconciled		20048	TALL BOOTS PUMPING SERVICES	LG TANK/SM LIFT TANK PUMPED	750.00
51966	08/17/2016	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 7/22/2016	2,258.52
51967	08/17/2016	Reconciled		23169	WAVE BUSINESS SOLUTIONS	COLFAX CORP YARD	54.90
51968	08/17/2016	Reconciled		23301	WESTERN PLACER WASTE	JULY 2016 SLUDGE REMOVAL	714.78
51969	08/25/2016	Printed		01500	ANDERSON'S SIERRA	SUPPLIES	248.62

Check Register Report

Checks Processed August 2016

Date: 09/10/2016

Time: 12:52 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>							
51970	08/25/2016	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	ACT & LABOR TEMPS	1,440.33
51971	08/25/2016	Printed		05120	EDWARDS HEATING & COOLING	HVAC SERVICE REPLACEMENT	534.05
51972	08/25/2016	Reconciled		06450	KURTIS H. FOX, M.D.	STAFF IMMUNIZATION/VACCINES	109.00
51973	08/25/2016	Reconciled		06278	FRONTIER COMMUNICATIONS	WWTP PHONE SERVICE	176.11
51974	08/25/2016	Reconciled		08050	HACH COMPANY	WWTP SUPPLIES	333.45
51975	08/25/2016	Reconciled		08170	HILLS FLAT LUMBER CO	stmt 7/25/2016	1,272.08
51976	08/25/2016	Reconciled		08200	HINDERLITER, DE LLAMAS & ASSOC	CONTRACT SERVICE 3RD QT	619.60
51977	08/25/2016	Reconciled		08660	HUNT AND SONS, INC.	PUBLIC WORKS FUEL	283.23
51978	08/25/2016	Reconciled		16826	PUBLIC SAFETY CENTER	FIRE DEPT GLOVES	238.63
51979	08/25/2016	Reconciled		19397	SIERRA SAW	OIL & SHARPEN CHAINSAW	34.50
51980	08/25/2016	Reconciled		19421	SIERRA TRENCH PROTECTION	STEEL TRENCH PLATE	1,522.20
51981	08/25/2016	Reconciled		23169	WAVE BUSINESS SOLUTIONS	FIRE STATION PHONE	41.77

**Total Checks: 59** **Checks Total (excluding void checks): 222,898.51**

**Total Payments: 59** **Bank Total (excluding void checks): 222,898.51**

**Total Payments: 59** **Grand Total (excluding void checks): 222,898.51**

DAILY CASH SUMMARY REPORT

08/01/2016 - 08/31/2016

Page: 1  
9/10/2016  
1:06 pm

City of Colfax

		Debit	Credit	Net Chng
<b>Fund: 100 - General Fund</b>				
08/17/2016	Daily Totals	10,255.04	0.00	10,255.04
08/19/2016	Daily Totals	89,985.57	0.00	89,985.57
08/22/2016	Daily Totals	38.50	0.00	38.50
08/24/2016	Daily Totals	2,760.36	0.00	2,760.36
08/26/2016	Daily Totals	51.00	0.00	51.00
<b>Fund: 100 - General Fund</b>	<b>TOTALS:</b>	<b>103,090.47</b>	<b>0.00</b>	<b>103,090.47</b>
<b>Fund: 253 - Gas Taxes</b>				
08/19/2016	Daily Totals	4,441.14	0.00	4,441.14
08/31/2016	Daily Totals	4,760.59	0.00	4,760.59
<b>Fund: 253 - Gas Taxes</b>	<b>TOTALS:</b>	<b>9,201.73</b>	<b>0.00</b>	<b>9,201.73</b>
<b>Fund: 375 - East Oak Street Sidewalk Imp</b>				
08/26/2016	Daily Totals	71,563.64	0.00	71,563.64
<b>Fund: 375 - East Oak Street Sidewalk Imp</b>	<b>TOTALS:</b>	<b>71,563.64</b>	<b>0.00</b>	<b>71,563.64</b>
<b>Fund: 560 - Sewer</b>				
08/17/2016	Daily Totals	61.33	0.00	61.33
08/19/2016	Daily Totals	2,581.04	0.00	2,581.04
<b>Fund: 560 - Sewer</b>	<b>TOTALS:</b>	<b>2,642.37</b>	<b>0.00</b>	<b>2,642.37</b>
<b>Fund: 561 - Sewer Liftstations</b>				
08/17/2016	Daily Totals	407.00	0.00	407.00
08/22/2016	Daily Totals	407.00	0.00	407.00
08/24/2016	Daily Totals	407.00	0.00	407.00
<b>Fund: 561 - Sewer Liftstations</b>	<b>TOTALS:</b>	<b>1,221.00</b>	<b>0.00</b>	<b>1,221.00</b>
<b>Fund: 565 - General Obligation Bond 1978</b>				
08/19/2016	Daily Totals	96.44	0.00	96.44
<b>Fund: 565 - General Obligation Bond 1978</b>	<b>TOTALS:</b>	<b>96.44</b>	<b>0.00</b>	<b>96.44</b>
<b>Fund: 567 - Inflow &amp; Infiltration</b>				

DAILY CASH SUMMARY REPORT

08/01/2016 - 08/31/2016

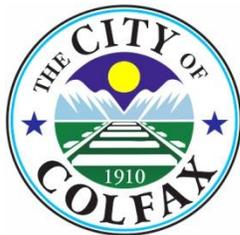
Page: 2  
9/10/2016  
1:06 pm

City of Colfax

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		Debit	Credit	Net Chng	
08/19/2016	Daily Totals	3,417.08	0.00	3,417.08	
<b>Fund: 567 - Inflow &amp; Infiltration</b>		<b>TOTALS:</b>	<b>3,417.08</b>	<b>0.00</b>	<b>3,417.08</b>
<b>GRAND TOTALS:</b>		<b>191,232.73</b>	<b>0.00</b>	<b>191,232.73</b>	

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# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager  
**PREPARED BY:** Lorraine Cassidy, City Clerk  
**DATE:** September 21, 2016  
**SUBJECT:** City of Colfax Conflict of Interest Code

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Accept and file City of Colfax Local Agency Biennial Notice and adopt Resolution 40-2016 amending the City of Colfax Conflict of Interest Code.

### **BACKGROUND AND SUMMARY:**

The Political Reform Act of 1974 was enacted to prevent a public official from using his/her official position to influence a governmental decision in which he or she has a financial interest. The Political Reform Act requires every government agency to adopt a Conflict of Interest Code (the Code) and to review the code biennially on even numbered years. The City of Colfax Conflict of Interest Code was adopted in 2002 by Resolution 44-2002 as required by the Political Reform Act of 1974 (Government Code §87100 et seq.). The Code was last reviewed on January 28, 2015. Staff has conducted a biennial review to ensure the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions. Staff has determined that an amendment is required to include the new position which was created since the last biennial review. The Technical Services Manager (TSM) position was created in 2015. The job description for this position states, "The TSM is a confidential City employee whose regular duties require him/her to access and develop or present management positions with respect to employer – employee relations or normally requires access to confidential information that is used to contribute significantly to the development of management positions and policies and their implementation." The person in this position could foreseeably participate in making decisions on a wide range of issues, so staff recommends the full disclosure category.

In addition, the City of Colfax Conflict of Interest Code lists the Police Chief and Fire Chief. These positions are no longer filled by City employees and should be removed from the Code. The City Accountant is changed to Finance Director to accurately reflect the title of the position.

The attached Conflict of Interest Code includes the suggested updates and meets all of the qualifications of the Fair Political Practice Commission which administers the Political Reform Act.

### ATTACHMENTS:

1. Resolution 40-2016
2. Conflict of Interest Code – with proposed updates
3. 2014 Local Agency Biennial Notice
4. Notes from FPPC on Conflict of Interest Code
5. 2015 Conflict of Interest Code

# City of Colfax

## City Council

### Resolution № 40-2016

#### **AMENDING THE CITY OF COLFAX CONFLICT OF INTEREST CODE**

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**WHEREAS**, the City of Colfax has duly adopted a Conflict of Interest Code as required by law on July 23, 2002, namely through Resolution 44-2002; and

**WHEREAS**, California Government Code §87306.5 requires that in each even-numbered year cities review their adopted Conflict of Interest Code and submit an amended Conflict of Interest Code in accordance with California Government Code §§87302(a) and 87303 if necessitated by changed circumstances; and

**WHEREAS**, it is necessary to amend the Colfax Conflict of Interest Code to amend the list of individuals required to disclose economic interests and to r the disclosure categories to incorporate the model disclosure categories prepared by the State of California Fair Political Practices Commission; and

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

1. The amendments to the Conflict of Interest Code of the City of Colfax attached to this Resolution are hereby approved.

2. The remainder of the City of Colfax Conflict of Interest Code shall be and remain in full force and effect subject to said amendments. For purposes of convenience, the following paragraphs 3 through 6, inclusive, repeat the same provisions of Resolution 44-2002 pursuant to which the City's Conflict of Interest Code was adopted on July 23, 2002.

3. The terms of the Model Conflict of Interest Code prepared by the California Fair Political Practices Commission and set forth at Title 2, California Code of Regulations, Section 18730 and any amendments to that section which may be duly adopted by the Fair Political Practices Commission (hereafter "Section 18730") is hereby adopted by reference as the Conflict of Interest Code of the City of Colfax.

4. The list of designated employees contained in Appendix "A" to this Resolution and the list of disclosure categories contained in Appendix "B" to this Resolution are hereby adopted as the relevant Appendices referred to in subdivisions (b)(2) and (3) of section 18730.

5. Designated employees and individuals required to disclose their economic interests pursuant to Government Code Section 87200, shall file statements of economic interests with the City Clerk, who shall make the statements available for public inspection and reproduction.

6. Upon receipt of the statements of the Mayor and members of the City Council, the City Manager, the City Treasurer, the City Attorney and the members of the Planning Commission, the City Clerk shall make and retain a copy and forward the original of these statements to the offices of the Fair Political Practices Commission. Statements for all other designated employees shall be retained by the City Clerk.

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

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
**Tom Parnham, Mayor**

**ATTEST:**

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

## **City of Colfax Conflict of Interest Code**

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The Political Reform Act of 1974 (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes.

The Fair Political Practices Commission ("FPPC") had adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code which may be incorporated by reference in an agency's code, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act, following public notice and hearings.

Therefore, the terms of 2 Cal. Code of Regs. 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This Resolution and the attached Appendixes designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest code for the City of Colfax.

Designated employees shall file statements of economic interests with the City of Colfax. The City of Colfax shall make all statements available for public inspection and reproduction, pursuant to Government Code section 81008.

**CITY OF COLFAX  
CONFLICT OF INTEREST CODE  
APPENDIX "A"**

**LIST OF DESIGNATED EMPLOYEES**

The following is a listing of those persons who are required to submit Statements of Economic Interests pursuant to the Political Reform Act of 1974, as amended, excluding those persons who are already required to file the Form 700 pursuant to Government Code §87200. Designated employees shall file statements of economic interests with the City Clerk.

1. Members of Boards and Commissions who are required to file Form 700:

<u>Citizen Boards/Commissions</u>	<u>Disclosure Category</u>
Economic Development Commission	Category 1
Design Review Commission	Category 1
Ad-Hoc Finance Committee	Category 1
Parks & Recreation Commission	Category 1
All other Boards & Commissions	Category 1

2. Persons occupying any of the following designated positions are required to file Form 700:

<b>Department</b>	<b>Position</b>	<b>Disclosure Category</b>
Administrative	City Manager	Category 1
	City Clerk	Category 1
Finance	Finance Director	Category 1
Planning	Planning Director	Category 1
Public Works	City Engineer	Category 1
	Community Services Director	Category 1
	Technical Services Manager	Category 1
Building	Building Official	Category 1
Consultants	See Notes	

**Notes:** Consultants. 2 Cal.Code Regs. §18701(a)(2) defines "consultant" as an individual who pursuant to a contract with a state or local government agency:

- A. Makes a government decision whether to:
  - i. Approve a rate, rule or regulation;
  - ii. Adopt or enforce a law;
  - iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
  - v. Grant agency approval to a contract that requires approval and to which the agency is a party, or to the specifications for such a contract;
  - vi. Grant agency approval to a plan, design, report, study, or similar item;
  - vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

- B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

The disclosure required of consultants shall be determined on a case by case basis by the City Manager in consultation with the City Attorney. The City Manager may make a determination as to what disclosure, if any, is required by any particular consultant. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

**EXHIBIT B**  
**DISCLOSURE CATEGORIES**

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1. Full Disclosure. All interests in real property in the City of Colfax, as well as investments, business positions and sources of income, including gifts, loans and travel payments.
2. Full Disclosure Excluding Interests In Real Property. All investments, business positions and sources of income, including gifts, loans and travel payments.
3. Interests in Real Property. All interests in real property in the City of Colfax.
4. Contracting. All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type used by the City of Colfax.
5. Regulatory, Permit or Licensing. All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before the City of Colfax.

## 2016 Local Agency Biennial Notice

Name of Agency: City of Colfax

Mailing Address: PO Box 702, Colfax CA 95713

Contact Person: Lorraine Cassidy Phone No. 530-346-2313

Email: city.clerk@colfax-ca.gov Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

**An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2016**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

## Why Government Agencies Must Adopt a Conflict of Interest Code

The Political Reform Act (Act) prohibits a public official from using his or her official position to influence a governmental decision in which he or she has a financial interest. Every state and local agency must adopt a conflict of interest code that identifies all officials and employees within the agency who make governmental decisions based on the positions they hold. The individuals in the designated positions must disclose their financial interests as specified in the agency's conflict of interest code.

To help identify potential conflicts of interest, the law requires public officials and employees in designated positions in a conflict of interest code to report their financial interests on a form called Statement of Economic Interests ([Form 700](#)). The conflict of interest codes and the Form 700s are fundamental tools in ensuring that officials are acting in the public's best interest and not their own.

## The Fundamentals of a Conflict of Interest Code

A conflict of interest code must:

- Provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;
- Provide to each affected person a clear and specific statement of his or her duties under the conflict of interest code; and
- Adequately differentiate between designated employees with different powers and responsibilities.

## The Three Components of a Conflict of Interest Code

1. **Incorporation Section (Terms of the Code)** - This section designates where the Form 700s are filed and retained (i.e., the agency or the FPPC). This section also must reference [Regulation 18730](#), which provides the rules for disqualification procedures, reporting financial interests, and references the current gift limit..
2. **List of Designated Positions** - The code must list all agency positions that involve the making or participation in making of decisions that "may foreseeably have a material effect on any financial interest." This covers agency members, officers and employees, and it may include volunteers on a committee if the members make or participate in making government decisions.

- 3. Detailed Disclosure Categories** - A disclosure category is a description of the types of financial interests officials in one or more job classifications must disclose on their Form 700s. The categories must be tailored to the financial interests affected, and must not require public officials to disclose private financial information that does not relate to their public employment.

## The Codes Must be Regularly Updated

It is essential and legally required that an agency's conflict of interest code reflects the current structure of the agency and properly identifies all officials and employees who should be filing a Form 700. To ensure the codes remain current and accurate, each agency is required to review its conflict of interest code at least every other year - state agencies in odd-numbered years and local agencies in even-numbered years.

## The Process to Adopt or Amend a Code

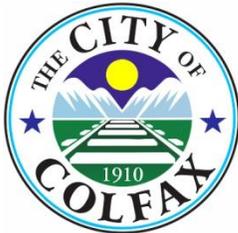
The process for adopting or amending a conflict of interest code depends on whether it is a code for a state or local agency. For detailed information on the process:

A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Statements of Economic Interests ([Form 700s](#)). A code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700s. It helps provide transparency in local government as required under the Political Reform Act.

## Biennial Review of Conflict of Interest Codes

To ensure conflict of interest codes remain current and accurate, each local agency is required to review its code at least every even-numbered year. The agency should receive a Biennial Notice as a reminder of this obligation from its code reviewing body.

The County Board of Supervisors is the code reviewing body for county agencies and the code reviewing body for city agencies is the City Council.



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager  
**PREPARED BY:** Lorraine Cassidy, City Clerk  
**DATE:** September 21, 2016  
**SUBJECT:** Event Application – Fall Festival

<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 41-2016 authorizing the use of Public Areas for the Fall Festival at Roy Toms Plaza.

**BACKGROUND AND ANALYSIS:**

The Colfax Green Machine has submitted an application for an event to be held on October 14, 2016 from 6PM -10PM in Roy Toms Plaza and the adjacent parking lot. The event will be a Fall Festival with food, crafts and merchandise vendors as well as live music, carnival games, a cake walk, etc. The group has also completed the process of obtaining an Alcohol Beverage Control (ABC) License for a beer garden and plans to have live music. The event will raise funds for local youth sports and academic clubs.

The parking area will be closed from approximately 3PM to 10PM to allow for set-up.

In accordance with the City of Colfax Municipal Code Chapter 5.24, staff is requesting authorization from Council to approve the application for this new event.

**ATTACHMENTS:**

1. Resolution \_\_-2016.
2. Map of proposed event
3. Proposed Approval Letter

# **City of Colfax**

## **City Council**

Resolution № 41-2016

### **AUTHORIZING THE USE OF PUBLIC PROPERTY FOR THE FALL FESTIVAL AT ROY TOMS PLAZA**

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**WHEREAS**, the Colfax Green Machine has submitted an application to organize a Fall Festival event to be held on October 14, 2016; and

**WHEREAS**, the Fall Festival is an event that will raise funds for youth sports and academic clubs and benefit the community as a whole; and

**WHEREAS**, the Colfax Green Machine is requesting the use of Roy Toms Plaza and the adjacent parking lot and has met all City requirements associated with the intended use.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Colfax authorizes the utilization of public facilities for the Fall Festival.

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

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Tom Parnham, Mayor**

**ATTEST:**

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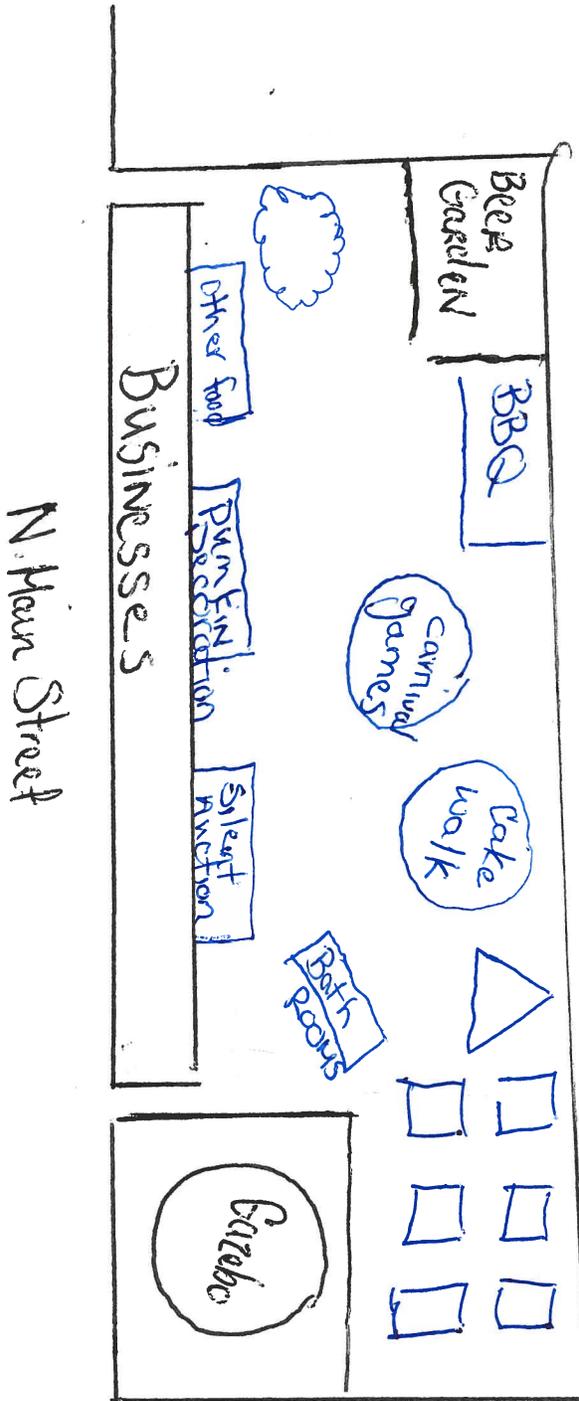
**Lorraine Cassidy, City Clerk**

Signature 9/15/10  
Authorized Date

☐ = Trunk or Treat

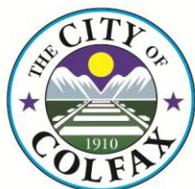
△ = Bounce House

☁ = pony rides? maybe



N. Main Street

South Main St.



# CITY of COLFAX

## C A L I F O R N I A

CITY HALL, 33 SOUTH MAIN STREET, COLFAX, CA



### Sample Letter

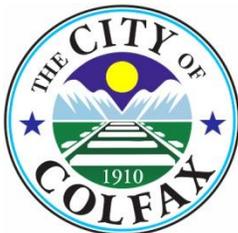
**RE: Event: Fall Festival**  
**Location: Roy Toms Plaza**  
**Date: Friday, October 14<sup>th</sup>, 2016**  
**Time: 6:00 pm – 10:00 pm**

Dear XXXX,

All appropriate city departments have reviewed your application for the Fall Festival event and have made comments and proposed conditions for approval. As health and safety is always of utmost concern please note this approval is contingent on all appropriate measures being in place at each event. This letter will serve as approval for the dates specified in the application with the following conditions:

- **All cords on ground (if any) taped with contrasting color tape**
- **Note you will need to supply your own power**
- **Bathrooms will be stocked with toilet paper the day before; you will need to supply your own if that runs out**
- **You will need to coordinate with Recology for extra garbage totes**
- **All participants are required to follow the rules of the road and use crosswalks where appropriate**
- **Contact Public Works (530) 308-7991, to arrange for any items you may need from the City**  
**Notify the City of any changes to event or any additional areas to be used**
- **Trash picked up as necessary throughout event**
- **Fire extinguishers at each food vendor cooking with propane**
- **Proper signage**
- **Required to correct any issues that may be observed by City personnel during the event**
- **Beer Garden must be fully fenced in both the front and rear with only one opening that is manned to ensure compliance with legal requirements**
- **All persons checking ID's must be sober**
- **Must maintain security at the entrance and exit to ensure no alcohol comes in or leaves**
- **Wristbands must be provided for anyone who is legal to drink alcohol**
- **Maintain lane to allow Southern Pacific to access yard**

Please feel free to contact me should you have any questions. Best wishes for a successful event!



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager  
**PREPARED BY:** Lorraine Cassidy, City Clerk  
**DATE:** September 21, 2016  
**SUBJECT:** Event Application – Homecoming Parade

<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 42-2016 authorizing the use of public property and the closure of certain streets for a Homecoming Parade.

**BACKGROUND AND ANALYSIS:**

Colfax High School has submitted an application for a parade to be held on October 28, 2016 from 3:30PM - 4:30PM in Downtown Colfax along School Street from the Sierra Vista Center to Main Street and along Main Street to Arbor Park. The Homecoming Parade will be a celebration for the High School’s Homecoming Football Game. Each class and many of the school clubs will have floats in the parade. Children from the elementary school will lead the parade on bicycles. A PA system will be used to announce floats and participants as they reach the center of the parade route. The Parent’s Club will be tasked with crowd control and clean-up.

The Sierra Vista Center will serve as a staging area beginning at 2:00PM. Portions of the streets will be closed from approximately 2PM to 4:30PM to allow for set-up. Arbor Park will be used as the drop-off and pick-up area for the younger participants. After reaching the end of the parade route, High School floats will be driven up Church Street towards the High School to be displayed near the football field on the Colfax High School Campus.

In accordance with the City of Colfax Municipal Code Chapter 5.24, staff is requesting authorization from Council to approve this new event.

**ATTACHMENTS:**

1. Resolution 42-2016.
2. Map of proposed event

# City of Colfax

## City Council

Resolution № 42-2016

### **AUTHORIZING THE USE OF PUBLIC PROPERTY AND THE CLOSURE OF CERTAIN STREETS FOR A HOMECOMING PARADE**

---

**WHEREAS**, the Colfax High School has submitted an application to organize a Homecoming Parade to be held on October 28, 2016; and

**WHEREAS**, the Homecoming Parade is an event that will contribute to the esprit de corps for the high school and benefit the community as a whole; and

**WHEREAS**, the Colfax High School is requesting the closure of School Street and Main Street and the use of Arbor Park and has pledged to meet all City requirements associated with the intended use.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Colfax authorizes the closure of certain streets and the utilization of public facilities for the Homecoming Parade.

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

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Tom Parnham, Mayor**

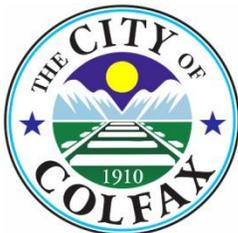
**ATTEST:**

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**Lorraine Cassidy, City Clerk**

# Colfax High School Homecoming Parade Route 2016





# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager

**PREPARED By:** Wes Heathcock, Community Services Director

**SUBJECT:** City Engineering Consultant Services

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$150,000 over the 3-year term	FROM FUNDS: 100-425, 120, 250, 560, 561
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**RECOMMENDED ACTION:** Adopt Resolution 43-2016 authorizing the City Manager to enter into a Contract Agreement with Coastland Civil Engineering, Inc. for City Engineering services.

**DISCUSSION AND SUMMARY:**

The City is currently operating with insufficient City Engineering services resources due to the lack of expertise and knowledge provided through the existing engineering contract. City staff has taken a huge role in the engineering functions for the City, which reduces the staffing resources for accomplishing primary duties. In order to enhance the resources to the community, City staff released a Request for Qualifications (RFQ) on August 23, 2016 to acquire a comprehensive engineering consulting firm to fill the City Engineering needs.

The RFQ called for on-call specialized services related City Engineering functions including:

- Capital Improvement Program management and development.
- Technical evaluation of projects and programs.
- Project management responsibility for evaluation, programming, design and construction of capital projects.
- Oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for project award; negotiation and administration of contracts for construction projects.
- Participation in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- Participation in the review and conditioning of planning applications in relation to the City's General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications and estimates for City public works projects.
- Representing the City within the community and with outside agencies.
- City compliance with all Federal, State, County and local laws and regulations.

- Management of projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual.
- Monitoring and making recommendations in relation to changes in laws, regulations and technology that may affect City operations; implements policy and procedural changes as required.
- Preparing, reviewing, and, presenting staff reports and City engineering documents and reports on various projects and programs and attend City Council meetings as necessary.
- Reviewing and commenting on planning programs and land development controls.
- Providing emergency response in time of unusual weather and other disaster such as flooding, earthquake, etc.
- Providing utility interface as necessary with PG&E, cable, and other utility companies
- Performing right-of-way engineering, mapping, and surveying as required.
- Construction management, inspection, and related support services as required.

The City Engineering service will be an adjunct to the City staff on an as needed base to provide the aforementioned services.

The City Engineer RFQ submittal deadline was September 13, 2016 for interested consulting firms. The City received 6 Statements of Qualifications (SOQ) from interested consulting firms. Staff utilized evaluation criteria to rank the SOQ's with the intention of interviewing the top 3 consulting firms. Subsequently, Coastland Civil Engineering, Bennett Engineering, and 4-Leaf were selected for interviews on September 21, 2016.

The interview panel consisted of the City Manager, Community Services Director, and Technical Services Manager who utilized an interview/presentation style forum to rank the final consulting firms. Based on the interview process results, staff is recommending entering into a 3-year contract with Coastland Engineering with an option for a 2-year extension.

#### **FINANCIAL AND/OR POLICY IMPLICATIONS:**

The contract award is based on services to be provided through the on-call City Engineering services with Coastland Civil Engineering, Inc. The monthly maximum payment shall not exceed \$5,000 – General Engineering Services, set forth in Exhibit A. The total monthly payment may exceed this amount but must be covered by other funding sources – Other Engineering Services and Project-Specific Tasks, set forth in Exhibit A. The potential cost for the City over a 3-year contract term is \$150,000 from various funds, which include funds 100-425, 120, 250, 560, and 561.

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#### ATTACHMENTS:

1. Resolution 43-2016
2. Agreement
3. RFQ Document
4. Coastland Civil Engineering, Inc. SOQ

# City of Colfax

## City Council

### Resolution № 43-2016

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

---

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

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

**WHEREAS**, the City received 6 Statements of Qualifications on September 13, 2016 and determined, through a multi-level evaluation process, Coastland Civil Engineering, Inc. is the best suited organization to meet the City's Engineering needs; and,

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Colfax authorizing the City Manager to enter into a Contract Agreement with Coastland Civil Engineering, Inc. for City Engineering services for a term of 3-years with an option for a 2-year extension.

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

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Tom Parnham, Mayor**

**ATTEST:**

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**Lorraine Cassidy, City Clerk**

# CITY OF COLFAX

## CONSULTANT SERVICES AGREEMENT

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

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

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

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

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

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

Executed as of the day first above stated.

COASTLAND CIVIL  
ENGINEERING, INC.  
A California Corporation

CITY OF COLFAX A  
A Municipal Corporation

\_\_\_\_\_  
John L. Wanger, Chief Executive Officer

\_\_\_\_\_  
John B. Schempf, City Manager

\_\_\_\_\_  
Paul W. Wade, Chief Financial Officer

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Alfred Cabral, City Attorney

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT A

### SCOPE OF SERVICES

#### DESCRIPTION OF SERVICE

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

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

#### SCOPE OF SERVICES

##### A. General Engineering Services

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

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

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

#### **B. Other Engineering Services and Project-Specific Tasks**

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

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

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

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT B

### TIME AND MANNER OF PAYMENT

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

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

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

# CONSULTANT SERVICES AGREEMENT

## EXHIBIT C

### GENERAL PROVISIONS

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

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

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

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

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

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

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

## MEDIATION/ARBITRATION OF DISPUTES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Initial:            Consultant \_\_\_\_ \_\_\_\_            City \_\_\_\_



**CITY OF COLFAX CITY ENGINEERING**  
**HOURLY RATES FOR PROPOSED PERSONNEL**

July 01, 2016 through June 30, 2017

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



### SCHEDULE OF HOURLY RATES

July 01, 2016 through June 30, 2017

#### PROFESSIONAL SERVICES

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

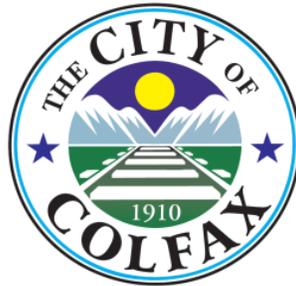
CLERICAL	\$75-85/hour
VEHICLE	\$14-18/hour
MILEAGE	\$0.65/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.

\* Includes services subject to prevailing wage rates.

\*\* Mileage rates are subject to change based on fuel cost increases

**CITY OF COLFAX**



**Request for Qualifications**

**CITY ENGINEER SERVICES**

**DUE: September 13, 2016, 3:00 PM**

## REQUEST FOR QUALIFICATIONS CITY ENGINEER SERVICES

**DUE TO CITY: September 13, 2016, 3:00 PM**

### CITY OF COLFAX

The City of Colfax is seeking written statement of qualifications from consultants to perform a variety of Professional Engineering and Construction Management and Inspection Services, other engineering services and to serve as the City Engineer for the following general assistance program areas:

- Capital Improvement Program management and development.
- Technical evaluation of projects and programs.
- Project management responsibility for evaluation, programming, design and construction of capital projects.
- Provide oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for project award; negotiation and administration of contracts for construction projects.
- Participates in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- Participate in the review and conditioning of planning applications in relation to the City's General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications and estimates for City public works projects.
- Represents the City within the community and with outside agencies.
- City compliance with all Federal, State, County and local laws and regulations.
- Manage projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual.
- Monitors and makes recommendations in relation to changes in laws, regulations and technology that may affect City operations; implements policy and procedural changes as required.
- Prepares, reviews, and, presents staff reports and City engineering documents and reports on various projects and programs and attend City Council meetings as necessary.
- Review and comment on planning programs and land development controls.
- Provide emergency response in time of unusual weather and other disaster such as flooding, earthquake, etc.
- Provide utility interface as necessary with PG&E, cable, and other utility companies
- Perform right-of-way engineering, mapping, and surveying as required.
- Construction management, inspection, and related support services as required.

## BACKGROUND

The City of Colfax desires to hire a consulting firm to serve as the City Engineer. The City Engineer will become adjunct to staff, working with the City Manager or designee and various departments to develop and deliver various programs and projects associated with private development projects, capital improvement projects and regulatory reporting for wastewater, streets, drainage, traffic engineering, closed landfill, parks, and public facilities. The City is looking for consultants that:

- Coordinate the City's engineering tasks
- Understand City facilities and operations
- Efficiently develop and deliver programs and projects
- Work with staff, City Council and private developers in the development and implementation of projects
- Have a depth of staff available with advance notice

Projects and programs are funded by a combination of grants (regional, state and federal), development fees, gas taxes, assessments and utility rates. Consultants must be experienced with Caltrans Local Assistance Procedures Manual and the administration of the full variety of State, Federal and local funding sources.

Interested consultants are being asked with this request to submit a specific statement of qualifications for the programs listed above. The tentative selection process schedule is as follows:

City Issues RFQs	August 23,2016
Qualification Submittals Due to City	September 13, 2016
Interviews	Week of September 19, 2016
City Council Approval	September 28, 2016

## City of Colfax- City Engineering Services RFQ

**CONTENTS OF STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL**

1. Cover Letter (No more than one page): Indicate the availability of key staff and the level of commitment the consultant is willing to make to City programs and projects (signed by project team member authorized to make commitments on behalf of proposer).
2. Proposed Team (No more than one page per staff member): For individual areas of expertise, identify proposed key staff available for specific areas. For larger, multiple discipline projects, identify proposed key staff, describe how the proposed team would work together and work closely with City staff. Include organization chart. Provide overview of each key staff member and current office location for each key staff member. Include background of the firm/team, number of professionals (by discipline) and support staff, major focus of practice, range of services and references. Provide resumes for each engineer.
3. An estimate of the percentage of work to be performed locally. Indicate other offices/locations that might provide services.
4. Approach to Providing Services to the City (No more than one page): Describe the Firm/Team's approach for engagement with the City of Colfax.
5. Resumes of proposed staff are to be located in an appendix (there are no page limits to this resume appendix).
6. A list of references including names, positions and telephone numbers for the individuals identified in the qualifications.
7. This City has not established a DBE Goal for this contract. However, proposers are encouraged to obtain DBE participation for this contract.

**INSTRUCTIONS FOR SUBMITTING SOQ**

Three bound copies and one PDF copy on CD or USB drive labeled "Colfax City Engineering Services SOQ" delivered to the following address no later than 3:00 PM, September 13, 2016:

Wes Heathcock, Community Services Director  
City of Colfax  
P.O. Box 702, 33 S. Main Street  
Colfax, CA, 95713

## City of Colfax- City Engineering Services RFQ

**SELECTION PROCESS AND CRITERIA**

The City will review proposals and select the most qualified firms for an interview. Criteria for selection will include but not be limited to the following:

- Qualifications and relevant experience of firm (including depth of staff)
- Qualifications and relevant experience of key staff with public agencies
- Understanding of the City of Colfax
- Demonstrated ability to respond quickly
- Approach to providing services
- Cost effectiveness

**Responsiveness of Submittals.** All submittals must be in writing and fully responsive to this RFQ. Non-responsive submittals or submittals found to be irregular or not in conformance with the requirements and instructions contained herein may be rejected. Other conditions which may lead to the selection committee's decision not to evaluate a submittal include obvious lack of experience, expertise, or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and all submittals for any reason whatsoever.

**Waivers.** The City may waive informalities or irregularities in submittals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other submittals.

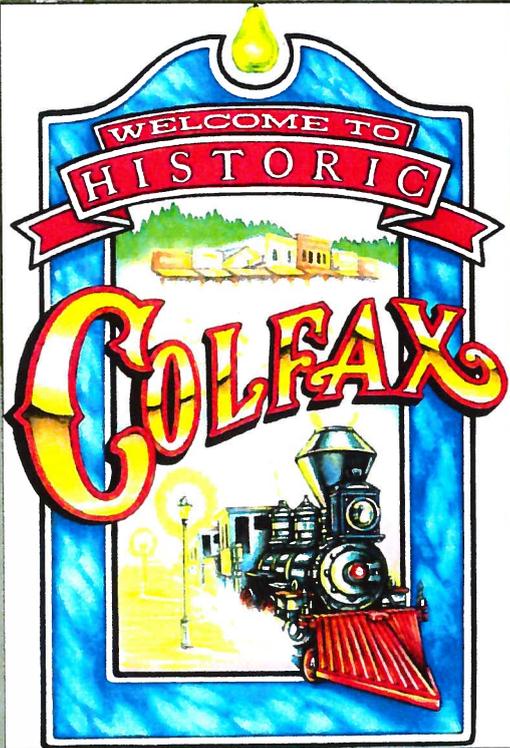
**Interviews.** The City may schedule interviews with the most qualified proposers to assist in selecting the best consultant or consultants for general assistance program areas listed above. Proposers will be notified by telephone or mail if they have been selected to participate in the interview process.

**Negotiation.** Following selection of the most qualified consultants for the negotiated contracts for service will then be submitted to the City Council for approval.

This agreement will extend for three years with an optional additional two years. The City will reserve the right to terminate the agreements at any time for any reason.

Please address any questions to Wes Heathcock, CSD, at [wes.heathcock@colfax-ca.gov](mailto:wes.heathcock@colfax-ca.gov) with a subject heading of "City Engineering Services RFQ". **All questions related to this RFQ process must be submitted via email prior to September 6, 2016.**

Thank you for your interest.



# City of Colfax

*Statement of Qualifications*

**City Engineer Services**

*September 13, 2016*



**COASTLAND**

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES



# COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

September 13, 2016

Mr. Wes Heathcock, Community Services Director  
City of Colfax  
33 S. Main Street  
Colfax, CA 95713

**Subject: Statement of Qualifications (SOQ) to Provide City Engineering Services**

Dear Mr. Heathcock:

Coastland Civil Engineering, Inc. (Coastland) truly appreciates the opportunity to assist the City of Colfax with City Engineering services. From our past experience assisting the City we are familiar with the City's requirements and needs and are committed to assisting you with various capital improvement and development projects, and regulatory reporting for wastewater, streets, drainage, traffic engineering, closed landfills, parks, and public facilities.

Coastland has the distinction of serving more cities in a contract engineering capacity than any other northern California-based consultant. As contract City Engineer, we have provided on-call, as-needed engineering services to over 19 public agencies; some contracts have lasted over 20 years.

As a premier municipal engineering consultant, our team has gained an in-depth understanding of municipal operations, having provided planning, engineering, program and construction management and building safety services to the public sector for over 25 years. Additionally, because we specialize in serving smaller cities with limited resources, we understand the importance of taking an active role as contract City Engineer, acting as an extension of your staff while providing personal, flexible and responsive service. This experience will allow us to present unique insight and ultimately help save the City time and money, while offering people you can trust.

We offer a depth of resources and expertise to provide a wide range of projects and services for the City of Colfax. Our proposed team, led by **Dane Schilling, PE**, is fully committed to supporting the City by providing the right approach for the various services that are required. As day-to-day contact, Dane will be available via office (530.615.0369) or cell phone (530.401.4610) and email (schilling@coastlandcivil.com). Dane will assign qualified staff based on the needs of the project. In our qualifications we have provided an organization chart and details for each proposed staff member.

In summary, we believe our team's public agency focus, successful local experience, and our passion for this assignment will provide you with the best team for these services. Coastland looks forward to establishing long-lasting relations with Colfax and we appreciate the opportunity to serve the City.

As CEO of Coastland, I am authorized to sign contracts on behalf of the company. If you have any questions, please contact me at wanger@coastlandcivil.com or at 707.571.8005. I look forward to hearing from you.

Sincerely,

John Wanger, PE  
CEO

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405

**Auburn**  
11865 Edgewood Road  
Auburn, CA 95603

[www.coastlandcivil.com](http://www.coastlandcivil.com)

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*Appendix*

A. Key Staff Resumes

**Key Benefits of the Coastland Team**

- *Flexible, as-needed approach to City's needs*
- *Extensive local experience & knowledge of regulatory agencies*
- *Specialize in contract engineering services to public agencies*
- *Multi-disciplinary: engineering, construction management, development review and building services*

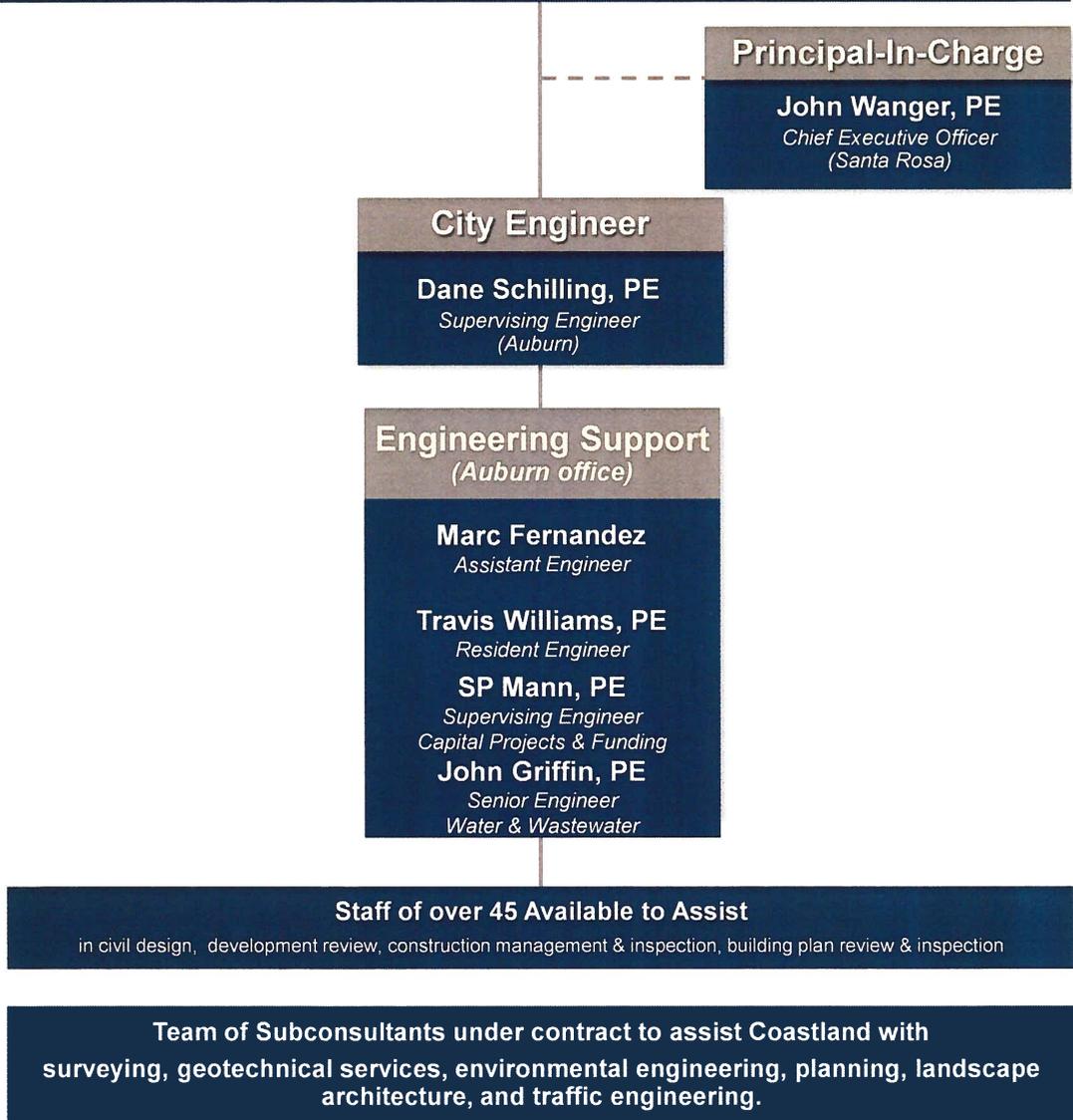


# PROPOSED TEAM

With a staff of over 45 professional engineers, technicians, construction managers, construction and building inspectors and support staff, Coastland Civil Engineering (Coastland) has ample resources to respond to the City's requests, while still providing a highly personal approach which is not often found in larger firms. Our proposed key staff is committed to providing engineering services to the City and no key staff member will be substituted without the written approval of the City. **Our proposed City Engineer and staff are all located in our Auburn office.** If necessary, additional support will be provided by staff in Coastland's Santa Rosa office.

*Services will be managed from Coastland's office @ 11865 Edgewood Road Auburn, CA 95603*

## CITY OF COLFAX



## KEY STAFF

You can be confident knowing our team has the proven expertise to assist the City on a variety of levels. Our team is flexible and dedicated to meeting the needs of the City and will work closely with City staff to share our experience gained from serving other cities. Coastland specializes in serving public agencies exclusively, which will help us anticipate your needs and provides us with a perspective that other consultants may not have.

Following are brief introductions to our key team members. Complete resumes of Coastland personnel are provided in *Appendix A*.



**Education:**  
B.S., Civil Engineering  
San Diego State University

**Registration:**  
Civil Engineer, CA 56908

### Experience Overview:

#### City of Colfax

- Gateway Monument Sign
- Dollar General
- Building Department Services
- Fox Barrel Cider Company
- City Pool Structural Plan Check
- Youth Center Improvements Conceptual Phase

#### City of Lincoln

- City Engineering Support (*current*)
- Public Facilities Improvement Standards Update
- Tank #3 10MG Tank at Catta Verdera North
- Penryn 30-inch PCWA Pipeline Phase III
- 2015 Closed Lincoln Landfill

#### City of Wheatland

- City Engineer (*current*)
- Community Development Code Enforcement
- City Sewer & Water Engineering
- Building Department Services

#### Contract Engineering:

- City of Lincoln (*current*)
- City of Wheatland (*current*)
- City of Suisun City
- Town of Windsor
- City of Yuba City

#### Development Review & Plan Checks

- City of Lone
- City of Lincoln
- City of Suisun City
- City of Wheatland
- City of Willows
- City of Yuba City

### *Dane Schilling, PE – City Engineer*

Mr. Dane Schilling, Managing Engineer of Coastland's Auburn office, has focused his energy on design and construction of public works projects for over **26 years**. His professional focus is on infrastructure improvements, with a majority of his recent projects involving federal or state funds.

As Contract City Engineer for various cities, Dane's duties include: review, approval and project management of capital improvement projects; plan/map check, development review and conditions of approval; coordination with other city departments as well as coordination with local, state and federal agencies; preparation of the capital improvement program; providing technical assistance to staff; presentations to the planning commissions, city councils, and boards and responding to public inquiries.

Dane has recently worked with the City of Colfax providing project management for the Gateway Monument Sign and improvements to the Youth Center. As project manager for Colfax's engineering projects, it is Dane's responsibility to ensure that submitted plans are technically sound, meet the City's standards and processed in an efficient manner.

**Responsibilities:** As City Engineer, Dane will provide engineering services to the City of Colfax as needed and assign appropriate staff to projects based on their needs. Based on his experience serving the City of Colfax and Placer County Dane is very familiar with the unique local needs of the area.





**Education:**  
B.S., Civil Engineering  
Cal Polytechnic  
University

**Registration:**  
Civil Engineer, CA  
43148

**Experience Overview:**

**Contract Engineering:**

- City of American Canyon
- \*Bodega Bay PUD
- \*Callayomi Water District
- City of Clearlake
- City of Cloverdale
- \*Town of Fairfax
- \*Hidden Valley Lake CSD
- \*City of Lone
- \*City of Lincoln
- \*City of Piedmont
- \*City of St. Helena
- City of Suisun City
- \*Sweetwater Springs Water District
- \*City of Wheatland
- \*City of Willows

\* Current city/district engineering clients

***John Wanger, PE – Principal-in-Charge***

Mr. John Wanger, principal at Coastland, has over **35 years** of experience serving the public sector. He has managed and overseen numerous capital projects including water, transportation, parks, drainage, sewer, and flood control facilities, as well as public finance. Many years of experience serving cities and special districts provides him with an in-depth knowledge of different funding sources and procedures.

His experience includes overseeing City Engineering services for 18 municipalities. He has managed and overseen over \$75 million in capital projects, including water and wastewater treatment plants, sewer and water pipeline replacements, master plans, major road improvements and storm drain projects. He has successfully assisted many cities and special districts in obtaining millions of dollars' worth of grants and loans to fund needed infrastructure.

**Responsibilities:** As Principal-in-Charge, John will provide general project oversight.



**Education:**  
B.S., Civil Engineering  
California State University,  
Fullerton

**Registration:**  
EIT, CA

**Experience Overview:**

**Contract Engineering:**

- City of Lone
- Hidden Valley Lake CSD
- City of Lincoln
- City of Plymouth
- City of Wheatland

**Specific Projects:**

- Hidden Valley Lake CSD Sanitary Sewer Management Plan
- Nevada County Sanitation District #1 Penn Valley Pipeline
- City of Lone S. Lone Street Sewer Replacement Project
- City of Lone Wastewater Treatment Plant Redesign
- City of American Canyon Development Review

***Marc Fernandez, EIT – Engineering Support***

Mr. Marc Fernandez, Assistant Engineer, has **11 years** of experience as an assistant city engineer, project manager and design engineer. His responsibilities have included assistance with CIP development, project management, grant funding, construction oversight, development review, inspection, contract management, and coordination with local, county and state municipal agencies.

Marc assists with Contract Engineering services and his duties include staff reports/ordinances, Caltrans submittals, project grant applications, development review and plan checks and preparing and reviewing RFPs. He has provided support on the Wastewater Treatment Plant Compliance project and S. Lone Street Sewer Replacement for the City of Lone, and has provided plan check services for the cities of Plymouth and Wheatland. He is currently providing Contract Administration on the Penn Valley Pipeline project for the County of Nevada.





**Education:**  
B.S., Civil Engineering,  
University of California,  
Davis

**Registration:**  
Civil Engineer, CA 85470

**Experience Overview:**

**City of Colfax**

- East Oak ADA Improvement
- Dollar General Inspection

**City of Lincoln**

- Senior Living Red Rock
- Summerset Assisted Living
- Village 19
- Village 23
- LDS Stake Center
- Construction Manager Staff Augmentation
- Storm Drain Installation
- Ferrari Ranch Road Median Landscaping
- 2015 Closed Lincoln Landfill
- Lakeview Farms Security Fence

*Travis Williams, PE, QSD/QSP – Construction Management*

Mr. Travis Williams, Construction Manager, has **nine years** of experience in the construction industry. His experience comprises a wide range of municipal projects, including water, sewer, interchange, bridge, and roadway improvements.

Travis provides construction manager staff augmentation to the cities of Colfax and Lincoln. In that capacity Travis oversees Capital Improvement Projects, provides project management during the construction phase of development projects, and assists the City Engineer with a variety of duties, including constructability review.

He has also provided inspection for a number of development projects within the City of Lincoln.



**Education:**  
B.S., Civil Engineering  
Punjabi Technical  
University, Punjab, India

**Registration:**  
Civil Engineer, CA 68521

**Experience Overview:**

**City of Rocklin**

- *On-going Contract Project Management (with Coastland)*
- Rocklin Road/I-80 Landscaping
- Lonetree Blvd. Widening Project
- Safe Routes to School Phases 3, 4, & 5
- Sierra College Widening
- Sunset Blvd. Reconstruction
- Rocklin Rd. @ Meyers St. Roundabout
- Grove Street Roundabout
- Pacific Street Widening & Bike Lane
- SR65/Whitney Ranch Parkway Interchange and Extension

**City of Piedmont**

- Moraga-Highland Pavement Construction Management
- Hampton Park Improvements Project

**Development Review & Plan Checks**

- City of American Canyon
- City of Cloverdale
- City of Lone
- City of Santa Rosa
- Sonoma County Water Agency
- Town of Tiburon

*Sukhpal (SP) Mann, PE, QSD – Capital Projects & Funding*

Mr. SP Mann, Supervising Engineer for Coastland, has over **21 years** of experience as an engineer with over 14 of those years being with the City of Rocklin. Prior to joining Coastland, SP was Senior Engineer with the City of Rocklin where his responsibilities included development and management of the City's 5-year CIP program; coordination, set up and management of multi-agency cooperative agreements and contracts; development and enforcement of City standards and policies; preparation and presentation of technical papers and staff reports to Council; and staff management and supervision. He was also responsible for managing various grants, including Placer County Transportation Planning Agency/Sacramento Area Council of Governments for Metropolitan Transportation Improvement Program and preparing and obtaining federal funding authorizations from Caltrans.

SP has successfully delivered a variety of roadway and bridge projects in which his responsibilities included managing the design, permitting, right-of-way acquisition and construction of two roundabouts and a freeway interchange project.



**Education:**

B.S., Civil Engineering  
California State  
University, Sacramento

**Registration:**

Civil Engineer, CA  
66071

**Experience Overview:****Bodega Bay PUD**

- Salmon Creek Water Treatment Plant Backwash Water Disposal

**City of Galt**

- *Contract Engineer (Utilities)*
- Wastewater/Water Support & Staff Augmentation
- Water System Cost of Service Study
- Golden Heights Water Treatment Plant Expansion
- Live Oak Pump Station Replacement

**Hidden Valley Lake CSD**

- Hexavalent Chromium Compliance Plan
- Sanitary Sewer Management Plan
- Conceptual Wastewater Disinfection Options Tech Memo

**City of Nevada City**

- Water/Wastewater Infrastructure Condition Assessment & Operational Review

**County of Nevada Sanitation District #1**

- Penn Valley Pipeline Project

**City of Wheatland**

- Heritage Oaks Estates East Subdivision Plan Check

***John Griffin, PE – Water & Wastewater***

Mr. John Griffin, Senior Engineer for Coastland, has over **21 years** of experience designing and managing public works projects, with a focus on planning, plan check, design, permitting, funding application, and construction management of wastewater and water projects for a broad range of public agencies.

His recent wastewater experience includes permit compliance studies, master planning, reclamation system expansion, lagoon liners, pump stations and pipelines. Having administered these projects from the planning stages through construction, he thoroughly understands the impacts and opportunities presented in public infrastructure projects.

Throughout his public sector experience he has represented Amador Water Agency (AWA) and the City of Galt in all engineering matters, including staff oversight, council presentations, capital improvement project management, and regulatory agency coordination. While with AWA, John also served as the primary point of contact between AWA and the land use agencies for their entitlement processing and long-range water supply planning.

## DBE PARTICIPATION AND USE OF SUBCONSULTANTS

If needed for completion of a Capital project, Coastland will contact subconsultants with whom we have established relationships. The types of subconsultant services required will depend on the project needs and may include, but are not limited to, surveying, geotechnical services, environmental engineering, planning, landscape architecture, and traffic engineering. A good faith effort will be made to obtain the services of a DBE-certified subconsultant.



# APPROACH TO SERVICES

Coastland's approach to serving the City of Colfax focuses on providing professional engineering services through experienced individuals in such a seamless manner that the general public cannot distinguish a Coastland staff member and a City staff member. **We truly strive to be extensions of City staff to help accomplish the City's short and long-term goals.**

## ALLOCATION OF RESOURCES

Our goal is to be flexible and efficient in the way we provide services to the City. We understand that the City desires a City Engineer available on an **as-needed basis**. If the workload warrants providing more staff or increased on-site office hours due to increased demands, we will adjust our hours or provide additional experienced staff. If the workload warrants providing less staff, and it is the City's desire to cut back on the level of staffing or services, we will minimize the number of staff provided to meet the City's needs.

Because Colfax is a smaller community with limited resources, it will be very important to carefully balance our allocation of resources to meet your needs in an efficient manner. Our goal in serving Colfax is to ensure that any monies spent on our services are spent wisely and that the City and the public are getting the most service for their tax dollars. Having provided City Engineering services to numerous other cities with similar needs, we are well aware of the need to provide staff with the appropriate level of experience to ensure maximum value for the services needed. If there are duties that do not warrant a senior-level engineer's expertise, we will provide a staff member with the needed level of experience (supervised by a senior-level person) to ensure that the City is receiving the most cost-effective services. We have consistently taken this approach for other public agencies and feel it will serve the City of Colfax well.

## EFFECTIVE COMMUNICATION AND PROJECT COORDINATION

If selected for these services, Coastland will begin by getting re-acquainted with the City's codes, ordinances, and culture. This transition period will entail coordination and meetings with the City to identify key issues and provide a framework for positive relations. Becoming intimately familiar with the City's issues, goals, policies, and community spirit will provide a foundation for success.

After gaining an in-depth understanding of the City's current and future needs, Coastland will work with the City's Planning Department to develop a long-term vision in light of the City's specific goals and based on the City's General Plan. We will work to foster open lines of communication and immediate response to concerns and questions from the City, other local agencies, and the public. This will ensure effective communication and positive project progress.

## BUDGETING & COST MANAGEMENT

Our experience has shown us that the most effective way to keep City Engineering costs in check is to obtain authorization from the City Manager for proposed activities, and track and report our activities to the City on a monthly basis. We want to have a clear understanding of the City's expectations before work on a task begins to keep constant awareness of the status on active assignments, so there are no surprises. If circumstances change, we will inform the City Manager of the potential cost impacts and adjust accordingly.



# REFERENCES

Following are references for some of the agencies for which we provide contract engineering services. Additional references will be provided upon request.

City of Willows  
Wayne Peabody, Interim City Manager / Fire  
Chief  
530.934.7041  
wpeabody@cityofwillows.org

City of Wheatland  
Greg Greeson, City Manager  
530.633.2761  
ggreeson@wheatland.ca.gov

City of Piedmont  
Chester Nakahara, Public Works Director  
415.420.3050  
cnakahara@ci.piedmont.ca.us

City of Ione  
Jon Hanken, City Manager  
209.274.2412  
jhanken@ione-ca.com

County of Nevada  
Brad Torres, Wastewater Operations Manager  
530.265.7103  
brad.torres@co.nevada.ca.us

City of Nevada City  
Mark Prestwich, City Manager  
530.265.2796  
mark.prestwich@nevadacityca.gov



# COASTLAND EXPERIENCE

For over 25 years Coastland has been providing civil engineering, construction management, development review and building safety services to public agencies spanning Northern California. Since Coastland opened its doors in 1991, our projects have encompassed a wide variety of transportation, water, wastewater, drainage, flood control, and public facilities. Our extensive experience with complex and multi-faceted projects benefits our clients in every arena. Whether the project requires services within one, or all of our departments, we deliver the highest quality of service to our clients.

As described in the box to the right, we are currently providing contract city engineering services to eight cities and special districts and on-call engineering services to over 25 public agencies.

Our project team and proposed approach provide several distinct advantages to the City:

- ✓ **Coastland specializes in providing on-call municipal support.** Coastland serves public agencies exclusively, specializing in contract services for cities, counties and special districts. We have maintained, or are currently maintaining, on-call engineering service contracts with over 20 public agencies in Northern California. This experience makes us very familiar with how to most efficiently respond to the City's requests.

**On-Call Engineering and Project Management Clients**

- Alameda
- Amador County
- American Canyon
- Bodega Bay PUD\*
- Callayomi County Water District
- Clearlake
- Cloverdale
- Colfax
- Corte Madera
- El Cerrito
- Galt
- Hidden Valley Lake CSD\*
- Ione\*
- Lincoln
- Loomis
- Napa
- Nevada City
- Nevada County
- Piedmont\*
- Rancho Murieta CSD\*
- Rocklin
- Sonoma County
- St. Helena
- Sweetwater Springs Water District\*
- Tiburon
- Wheatland\*
- Willows\*
- Windsor
- Yountville

*\*Current City or District Engineer Client*

## GEOGRAPHIC EXPERIENCE

Cities and Districts served as Contract Engineer



**A SOLID REPUTATION**

- NUMBER AGENCIES SERVED AS CONTRACT ENGINEER  
**Over 20**
- AVERAGE POPULATION SERVED  
**13,880**
- AVERAGE CONTRACT DURATION  
**8 years**
- PERCENTAGE REPEAT WORK  
**90%**
- YEARS IN BUSINESS  
**25**



- ✓ **Our proposed City Engineer, Dane Schilling, PE, has more than 26 years of directly applicable experience.** He currently provides Contract City Engineer services to the cities of Wheatland and Lincoln and has previously served as City Engineer for the cities of Yuba City and Suisun.
- ✓ **With a staff of over 45 professional engineers, technicians, plans examiners, construction managers, building and construction inspectors, and support staff,** Coastland has ample resources to respond to the City's requests while still providing a highly personal approach, which is not often found in larger firms.
- ✓ **Coastland offers Certified Access Specialists (CASp) who** are tested and certified by the State as experts in the provisions of current accessibility requirements. Our team's professional experience will help ensure the City is fully compliant with ADA and Title 24 requirements, thereby maximizing pedestrian safety.
- ✓ **Coastland has the appropriate level of resources to provide very prompt and accurate services,** while still maintaining a highly personal approach to serving our clients. Our team understands what coordination efforts are required to provide highly responsive service to our clients through on-call contracts.
- ✓ **Coastland is well-founded and dependable.** Coastland has provided similar services to public agencies for over 25 years. **Over 90% of our work is from repeat clients, attesting to client confidence and satisfaction.**



## CONCLUSION

Municipal engineering services are the core of our business. Based on our 25-year history, our team can provide insight to problems or issues which other consultants may not have had hands-on, practical experience. We are excited about this opportunity and we look forward to long-lasting relations with the City of Colfax staff.



## EXPERIENCE CHARTS

Coastland provides the benefit of extensive experience with complex and multi-faceted projects in every arena. Whether the project requires services within one or all of our departments, we are equipped to deliver the highest quality of planning, design, construction and timely completion.

Table 1 illustrates qualifications for each of our proposed key staff in relation to the needs of the City. Table 2 provides a representation of Coastland's experience in a variety of project types and services which may benefit the City of Colfax.

Table 1. Proposed Staff Qualifications

Name	Role	Colfax City Engineer Services												
		CIP Management & Development	Technical Evaluation of Projects & Programs	Consultant Oversight	Review Planning Applications	Prepare PS&E	Represents the City	Federal, State, County & Local Laws & Regulations	Staff Reports, etc.	Planning Programs & Land Development Controls	Emergency Response	Utility Interface	ROW Engineering, Mapping & Surveying	Construction Management, Inspection
Dane Schilling, PE	Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
John Wanger, PE	Principal in Charge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Marc Fernandez, EIT	Engineering Support	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Travis Williams, PE	Construction Management	✓	✓	✓			✓	✓			✓			✓
SP Mann, PE	Transportation Specialist	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓
John Griffin, PE	Wastewater Specialist	✓	✓	✓	✓	✓	✓	✓	✓	✓				

### Testimonials from Clients

*"Coastland has consistently provided the City with a high-level of expertise and guidance. Most importantly, Coastland's people are of solid integrity, easy to work with, and excellent ambassadors in representing our interests."*

– Chester Nakahara, Public Works Director, City of Piedmont

*"In my more than 10 years of working with Coastland staff, I have always found them to be responsive, professional, and above all, trustworthy."*

– Greg Baer, Development Services Engineer, City of American Canyon

*"Their staff is thoughtful, conscientious, responsive and pleasant to work with. My team and I have grown to expect great service from Coastland, and they do not let us down!"*

– Mike Prinz, Deputy Director, City of Santa Rosa

*"Coastland's personalized approach to our engineering needs allow our citizens to fully grasp anticipated project benefits."*

– Steve Holsinger, City Manager City of Willows



Table 2 Coastland Company-Wide Experience

COASTLAND COMPANY-WIDE EXPERIENCE (Partial List)																								
Client	Pop.	On-Call Contracts		Project Types										Services										
		On-Call Engineering Contract	On-Call Building Dept Contract	Pavement & Transportation	Water S&P	Wastewater	Stormwater	Parks & Trails	Master Planning & Budgeting	Plan & Map Check, Development Review	Project Management & O&M Design	Construction Management & Inspection	Building Dept Services	CP Development/Update	Staff Assignment on 3/01 Contract City Engineer	Public Outreach	Funding Application & Administration	City Council/Planning Commission/Board Presentation	Permit Processing/Inspection/Permits	CAAP Services	Env. Permitting/Review	Emergency Response/Storm Damage Repair	Development of Standards	Assessment/Outlets Engineering
County of Amador	28,318	✓	✓	✓						✓		✓												
City of American Canyon	20,205	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓
City of Auburn	12,909			✓					✓			✓			✓			✓	✓					✓
Bozelle Bay (HSD)*	2,020				✓			✓		✓	✓		✓				✓	✓						
City of Colusa	6,720	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Colusa	2,010	✓	✓								✓							✓						
City of Colusa	24,472	✓			✓	✓		✓	✓	✓							✓	✓						
City of Green Valley	12,700			✓			✓			✓	✓													✓
City of Healdsburg	11,917		✓	✓	✓	✓	✓		✓	✓	✓	✓				✓	✓		✓	✓			✓	
City of Inglewood	6,950			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Lincoln	49,227	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
County of Nevada	140,200			✓	✓	✓			✓	✓	✓									✓	✓			
City of Nevada City	2,227				✓			✓		✓							✓							
County of Nevada	90,200				✓			✓		✓	✓	✓					✓							✓
City of Redwood	11,222			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
County of Yuba	207,200		✓						✓	✓									✓					
City of Plymouth	275	✓	✓						✓															
Reynolds Municipal CSO (New Contract in 2018)	2,422	✓			✓																			
City of Rocklin (New Contract in 2018)	37,212	✓																						
City of St Helena	2,547	✓		✓	✓	✓			✓	✓							✓							
City of Susan City	20,218			✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Shasta Water/Spring Water District*	67,200			✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Wheatland*	2,914		✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
City of Yuba*	6,100			✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Town of Windsor	27,242	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

\* Includes current City District Engineer Client



## RELEVANT PROJECTS

### CITY OF WILLOWS – CONTRACT CITY ENGINEERING

Since 2008, Coastland has been under contract with the City of Willows for City Engineering services. Coastland has provided staff augmentation, program/project management and design, funding assistance, CIP management and studies, development review and conditioning, plan and map review, emergency response, Pavement Management Program (PMP) updates, city surveyor, construction management and inspection, coordination with Caltrans, traffic studies and design, coordination with Glenn County Transportation Commission, presentations to City Council, jurisdictional agency coordination and public relations.

#### Featured Project: Tehama Street ARRA Overlay

Coastland provided funding/grant assistance, design and construction management / inspection services for all three phases of this federally funded ARRA funded project. The pavement rehabilitation project included asphalt concrete overlay, shoulder backing, adjustment of utility covers, replacement of pavement markings and coordination with Caltrans.



### CITY OF WHEATLAND – CONTRACT CITY ENGINEER

Coastland's services to Wheatland involve all aspects of city engineering. As contract City Engineer since 2009, Coastland manages all public works, maintenance and public facilities projects. Coastland staff from both Auburn and Santa Rosa offices often work together on the design and construction support of roadway, water, sewer and drainage projects.

A few featured projects are detailed below:

#### Main Street Rehabilitation Project (Federally Funded)

Coastland provided design and construction management services for the rehabilitation of Main Street in Wheatland. The ARRA-funded project involved sidewalk and ADA ramp improvements, bicycle lanes, pavement rehabilitation and HMA overlay. The project was designed with progressive additive alternatives to maximize the use of available funds. Coastland overcame several obstacles including extensive coordination with UPRR, constricted ROW and prohibited drainage modifications.

#### Wheatland Road Rehabilitation

As part of Coastland's Contract City Engineering services, Coastland provided design and construction management services for the rehabilitation of Wheatland Road. The locally funded project involved ADA ramp improvements, bicycle lanes, pavement rehabilitation and HMA overlay. The project included close coordination with a developer constructing adjacent widening improvements and coordination with the near-by high school.

#### Evergreen Drive Water Main and Road Rehabilitation

Coastland provided design oversight and inspection for the removal and replacement of three blocks and overlay of two blocks of residential street. The developer-funded project involved



pedestrian ramps, occupied low income housing, new house construction on adjacent lots. Challenges included a very limited budget, soft subgrade, variable soil conditions and accommodating existing residents.

### **CITY OF GALT – CONTRACT CITY ENGINEER / ON-CALL SUPPORT**

Since 2011 Coastland has provided contract engineering services to the Utility Department of the City of Galt. In this capacity he has provided contract administration during the construction of the Wastewater Treatment Plant Tertiary Upgrade which was funded through State Revolving Fund (SRF) loan. Services included technical review and submission of the Final Project Performance Certification Report to the State Water Resources Control Board.

Other specific projects include:

- Wastewater/Water Support & Staff Augmentation
- Live Oak Pump Station Replacement (ongoing)
- Vintage Oak Lift Station Rehabilitation Project

### **CITY OF IONE – CONTRACT CITY ENGINEER / ON-CALL SUPPORT SERVICES**

Coastland has been providing contract City Engineer and on-call support services to the City of Ione since 2010. Featured projects include:

#### **Preston Avenue Sewer Rehabilitation**

Coastland evaluated over 250 sewer segments within the City of Ione based upon video camera inspections, logged all of the defects and needed repairs, and prepared recommended rehabilitations for each segment, along with Capital Improvement Project cost estimates. As a result of this extensive evaluation, Coastland prepared plans and specifications for the repair and rehabilitation of the Preston Avenue (CA Highway 104) sewer mains. The project involved approximately 1,800 lineal feet of vitrified clay pipe (replacement and slip-lining), manhole rehabilitation and lateral repairs. Coastland provided construction management and engineering during construction services and the project was completed in 2011.



#### **S. Ione Street Sewer Replacement**

Another project that was completed as a result of the findings of the sewer segment inspections is the S. Ione Street Sewer (CA Highway 104) replacement project. Coastland provided prepared plans and specifications for 260 lineal feet of sewer replacement, two manhole penetrations, and connection of three service laterals. Coastland also provided construction management and engineering during construction services and the project was completed in 2015. Proposed Coastland staff involved in this project include Marc Fernandez and Travis Williams.



## **COUNTY OF NEVADA SANITATION DISTRICT #1 – PENN VALLEY PIPELINE PROJECT**

On behalf of the County of Nevada Sanitation District #1, Coastland staff provided project administration for the design phase and technical review of the plans, specifications, and engineer's estimate for this project, which included 4.5 miles of dual 6" force main located primarily within County of Nevada right-of-way. As project administrators, Coastland staff worked closely with Nevada County Transportation Department regarding the road reconstruction and traffic control requirements associated with construction of the pipeline within County right-of-way. The project is expected to be advertised for bids in the spring of 2016. Coastland will also provide bid support, construction management and inspection services.

## **CITY OF NEVADA CITY – WATER AND WASTEWATER INFRASTRUCTURE CONDITIONS ASSESSMENT & OPERATIONAL REVIEW**

The team of consultants led by Coastland, are currently providing services associated with the performance of a water/wastewater infrastructure and operations review. The scope of work includes site tours and interviews with City staff; procurement and review of sewer CCTV; water and wastewater treatment plant and O&M activities and staffing evaluations; identification of a master list of capital improvement projects (CIP); preparation of technical memoranda regarding CIP, water and wastewater treatment plant evaluations, and treatment plant O&M and staffing evaluations; preparation of final report; and attendance at City Council workshops.



# **APPENDIX A**

## ***KEY STAFF RESUMES***

# Dane Schilling, PE

## Supervising Engineer

### EDUCATION

B.S., Civil Engineering  
San Diego State University, CA

### REGISTRATION

Civil Engineer, California  
56908

Certified California OES  
Emergency Responder  
SAP62836

### PROFESSIONAL HISTORY

Supervising Engineer  
Coastland  
2005-Present

Associate and Senior Engineer  
Town of Windsor, California  
1999-2005

Associate Engineer  
Boyle Engineering Corp.  
1989-1999

Engineering Intern  
San Diego Metropolitan Transit  
Development Board  
1988-1989

Materials Field and Lab  
Technician  
Soil Testers Engineering  
Lakeside, California  
1983-1988

### PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers (ASCE)  
American Public Works  
Association (APWA)  
American Water Works  
Association (AWWA)

Mr. Dane Schilling has focused his career on design and construction of public works projects for over 26 years. His professional emphasis is on transportation improvements, with a majority of his recent projects involving federal or state funds and coordination with Caltrans. His experience includes management of many roadway, bicycle, pedestrian, water, sewer and storm drain projects. His involvement in these projects extended from the preliminary planning and funding stages, through environmental permitting and clearance, PS&E and construction.

Mr. Schilling has worked proficiently in both private and public sectors. This experience has provided him with the necessary tools to deliver a successful project. He also understands how public agencies operate, how to deal with contractors and how to get projects done in spite of difficulties.

Mr. Schilling also manages Coastland's Auburn office.

### REPRESENTATIVE EXPERIENCE:

#### County of Amador

- Latrobe Road Guardrail and Safety Enhancements Project
- Leachate Pond Cover

#### City of Auburn

- *Building Department Services*
- Auburn Streetscape Corridor QA/QC
- Palm Avenue Sidewalk & Bike Lane (SRTS)

#### City of Citrus Heights

- Concept Plans for HSIP Grant Applications

#### City of Cloverdale

- *Development Review Assistance*
- Cell Cite Exploratory Phase

#### City of Colfax

- Gateway Monument Sign
- Dollar General
- Building Department Services
- Fox Barrel Cider Company
- City Pool Structural Plan Check
- Youth Center Improvements Conceptual Phase

#### City of Grass Valley

- East Main/Idaho-Maryland Intersection Improvements (*sub to W-Trans*)

#### City of Lincoln

- *Contract City Engineer*
- Public Facilities Improvement Standards Update
- Street Resurfacing Project
- Tank #3 10MG Tank at Catta Verdera North
- Penryn 30-inch PCWA Pipeline Phase III
- 2015 Closed Lincoln Landfill
- Crack Seal & Microsurfacing Projects

#### Town of Loomis

- *On-Call Engineering Support*

#### County of Placer

- *Building Department Services*

#### City of Plymouth

- *Building Department Services*
- Northstar Ritz Vacation Club
- Northstar Highlands Resort

#### City of Suisun City

- *Contract City Engineer (2008-2014)*
- Central County Bikeway Gap Closure
- Main Street ARRA Rehabilitation
- McCoy Creek Bicycle/Pedestrian Path



**City of Wheatland**

- *Contract City Engineer*
- *Development Review Assistance*
- *Building Department Services*
- Beale AFB Regional Wastewater Plant Study
- Bicycle & Pedestrian Master Plan
- Bus Shelter Project
- City Sewer & Water Engineering
- Community Development Code Enforcement
- Main Street Alley Storm Drain
- Main Street Pavement Rehabilitation (ARRA)
- Safe Routes To School (SRTS) School Gap Closure
- Wheatland Road Frontage Improvements
- Wheatland Road Rehabilitation Project

**Town of Windsor**

- *Supplemental Engineering Services*
- State Route 101/Arata Lane Interchange, Ph. 2
- Windsor Intermodal Station and Park-and-Ride

**City of Yuba City**

- *Assistant City Engineering Services*
- Gauche Park & Aquatic Center
- Traffic Mitigation Fee Estimate
- Plumas Avenue Streetscape
- ADA Self Evaluation & Transition Plan
- Consolidated Sidewalk Project

**County of Yolo**

- Pavement Rehabilitation
- Yolo County General Plan



# John Wanger, PE

## Principal Engineer

### EDUCATION

B.S., Civil Engineering  
California Polytechnic  
University, San Luis Obispo

### REGISTRATION

Civil Engineer, CA  
43148

### PROFESSIONAL HISTORY

Principal Engineer  
Coastland  
1991 to Present

Division Manager/Office  
Manager  
Willdan Associates  
1989-1991

Engineering Division Manager  
MacKay & Soms Engineering  
1987-1989

Senior Design Engineer  
Willdan Associates  
1984-1987

Research & Development  
Engineer  
Vetco Offshore  
1981-1984

### PROFESSIONAL AFFILIATIONS

American Public Works  
Association

Consulting Engineers and Land  
Surveyors of California

American Society of Civil  
Engineers

American Water Works  
Association

Mr. John Wanger, principal at Coastland, has over 34 years of engineering experience serving the public sector. His experience includes overseeing City Engineering services for 18 municipalities and special districts. He has managed and overseen over \$75 million in capital projects including water and wastewater treatment plants, sewer and water pipeline replacements, major road improvements and storm drain projects. Mr. Wanger has experience in the development of Capital Improvement Programs, Development Impact Fee Programs and Assessment District financing. Additionally, he has successfully assisted many cities and special districts in obtaining millions of dollars' worth of grants and loans to fund needed infrastructure.

### REPRESENTATIVE EXPERIENCE:

#### City of Alameda

- City Engineering Oversight (QA/QC)

#### Bodega Bay Public Utility District

- *Contract District Engineer (current)*
- Five Year Capital Improvement Program
- Bay Flat Well
- Zone 1 & Zone 2 Sewer Rehabilitation Project
- Sewer Collection System Evaluation & Rehab Project
- Salmon Creek Water Treatment Plant

#### Callayomi Water District

- *District Engineering (current)*
- Valley Fire Disaster Recovery Assistance
- USDA PER, CEQA & Environmental Checklist
- New Tank & Well Site Evaluation

#### City of Cloverdale

- Contract City Engineer (1995-2004)
- More than 50 CIP projects
- Dozens of pavement rehabilitation projects and PMP updates
- Dozens of streetscape, water and wastewater projects

#### Hidden Valley Lake Community Services District

- *Contract District Engineer (current)*
- FEMA Temporary Trailer Facility
- Risk Management Plan
- Sanitary Sewer Management Plan
- Conceptual Wastewater Disinfection Options Tech Memo

#### City of Lone

- *Contract City Engineer (2010-current)*
- Wastewater Treatment Plant Compliance Report
- More than a dozen CIP projects, including drainage improvements, City Hall & Police Station Remodel, Pavement Management Program, and Annual Sidewalk Replacement Program.

#### City of Lincoln

- *Interim Contract City Engineer (2014-current)*
- Foskett Regional Park Restroom



**City of Piedmont**

- *Contract City Engineer (2009-current)*
- Sewer Line Replacement Project, Sotello Overlay, and many more CIP projects

**City of Santa Rosa Utilities**

Quality Control for over 50 utility improvement design and construction projects, including:

- Brentwood, Church, Sheridan, and Spring Creek Sewer & Water Improvements
- Laguna Treatment Plant Sewer Interconnect & Vault Improvements
- Meadow Lane Effluent Storage Facilities Pond C Repair
- Farmers Lane Well Flushing Main Design

**City of Wheatland**

- *Contract City Engineer (2008-current)*
- Utility Master Plans
- Downtown Corridor Improvement Plan
- Beale Air Force Base Regional Wastewater Plant Study

**City of Williams**

- *Contract City Engineer (2013)*
- ARCO Service Station
- Senior Complex
- 2013 Water Project CIP 11-06
- DePue Parking Lot

**City of Willows**

- *Contract City Engineer (2008-current)*
- Dozens of CIP projects, including Sycamore Street Slipline Project Sanitary Sewer Replacement, Rehabilitation of Tehama Street ARRA (multiple phases), 2009 Sidewalk Replacement, Bicycle Master Plan, Streetlight Replacement and LLAD (3 years), Pavement Management Project Updates

**City of Suisun**

- City Engineering Oversight (QA/QC)
- Public Works Evaluation
- Main Street Rehabilitation

**Sweetwater Springs Water District**

- *Contract District Engineer (2010-current)*
- Annual Capital Improvement Projects, replacement of aging water pipelines (2012-2014)

**Contract Municipal Engineer & Capital Improvement Programs**

- City of Alameda (current)
- Town of Fairfax (current)
- City of Lone (current)
- City of Lincoln (current)
- City of Piedmont (current)
- City of Wheatland (current)
- City of Willows (current)
- City of Cloverdale (1995-2004)
- City of Clearlake (1992-1996)
- City of Suisun City (2008-2014)

**Assessment District Engineering:**

- 1913/1915 Act
  - Town of Windsor – Mitchell/Shiloh/Conde Assessment District
  - City of Healdsburg – Area A Assessment District
  - County of Sonoma – Canon Manor Assessment District
  - American Canyon – American Canyon Rd East Assessment District
  - Solano County – North Rural Vacaville Water District Assessment District
  - Sonoma County – Whaleship Dunes Assessment District
  - City of Clearlake – 8 Assessment Districts
  - Town of Windsor – Vinecrest Road Assessment District Reapportionment
  - City of Healdsburg – Specific Plan Area A Assessment District Reapportionment



# Marc Fernandez, EIT

## Assistant Engineer

### EDUCATION

B.S., Civil Engineering  
California State University,  
Fullerton

### REGISTRATION

EIT, California

### PROFESSIONAL HISTORY

Assistant Engineer  
Coastland  
2013-present

Assistant City Engineer  
Charles Abbott Associates  
2012-2013

Assistant Engineer/Project  
Manager  
Bureau Veritas North America  
2009-2012

Design Engineer  
Development Resource  
Consultants, Inc.  
2005-2008

Mr. Marc Fernandez, Assistant Engineer with Coastland, provides project design for capital improvement projects. He has performed civil engineering infrastructure design, project management, and construction oversight for many municipal and district agencies.

Mr. Fernandez's 11 years of experience includes staff augmentation/assistant city engineer for the city of Aliso Viejo. His responsibilities included assistance in government agency CIP development, project management, grant funding assistance, construction oversight, development review, inspection, and management of consultant/vendor public works contracts.

He currently assists with Contract City Engineering services; his duties include staff reports/ordinances, Caltrans submittals, project grant applications, development review and plan checks, and preparing and reviewing RFPs. In support of the City of Lincoln, he is serving as project manager on several CIP projects.

### REPRESENTATIVE EXPERIENCE:

#### City of American Canyon

- *Development Engineering Services*
- Napa Logistics Phase 1
- The Village at Vintage Ranch (Plan Check)
- Napa Junction Road Right-of-Way Vacation

#### City of Auburn

- Palm Avenue Sidewalk & Bicycle Lane, Phases I & II

#### Hidden Valley Lake Community Services District

- *General District Engineering Assistance*
- Sanitary Sewer Management Plan

#### City of Ione

- *Contract City Engineer Assistance / plan check*
- 2015 PMP Update
- Wastewater Treatment Plant Phase 1B Redesign
- S. Ione Street Sewer Replacement

#### Lake of the Pines Home Owners Association

- 2016 Pavement Rehabilitation
- RV Storage Area Pavement Improvements
- Pavement Management Plan

#### City of Lincoln

- *Contract City Engineer Assistance*
- Public Facility Improvement Standards Update
- Storm Drain Installation CIP
- Pavement Management Program Project Management
- East 5<sup>th</sup> Street Water and Sewer Reconstruction Project
- Twelve Bridges Dr. & Joiner Parkway Resurfacing
- FY 2015-2016 Street Resurfacing
- Ferrari Ranch Road Median landscaping
- Water & Sewer System Rehab Project Management

#### City of Nevada City

- Water/Wastewater Infrastructure Condition Assessment & Operational Review

#### County of Nevada

- Penn Valley Pipeline Project



**City of Novato**

- Oma Village Plan Check

**City of Piedmont**

- Traffic Counts—Functional Classification Changes
- RFP for Janitorial Services

**City of Plymouth**

- Zinfandel Ridge Plan Check

**City of Wheatland**

- *Contract City Engineer Assistance / Building Department Assistance*
- Downtown Corridor Improvement Plan
- Utilities Master Plans
- Police Building Construction Management
- Sunset Valley Duplexes—Mercy Housing
- Wheatland Road Safe Routes to School and School Gap Closure
- Heritage Oaks Estates East Subdivision
- Water, Wastewater, Storm Drain Utilities Master Plans
- Water System SCADA Upgrades
- Water & Wastewater Systems Design

**City of Williams**

- *Contract City Engineer Assistance (2013)*
- ARCO Service Station

**City of Willows**

- *Contract City Engineer Assistance / plan check*
- Morgan Car Wash
- Willows Senior Apartments

**Town of Windsor**

- Windsor Road Sidewalk Gap Closure
- Starr Road Sidewalk Gap Closure
- 501 American Way, American Tank
- Development Review (2013-2015)



# Travis Williams, PE

## *Construction Manager / Inspector*

### EDUCATION

B.S., Civil Engineering  
University of California, Davis

### REGISTRATION

Civil Engineer, California  
85470

### CERTIFICATIONS

Erosion and Sediment Control

Qualified SWPPP Developer  
(QSD) and Practitioner (QSP)  
#21499

Construction Quality Control  
Manager (ASCE/NAVFAC)

Traffic Control Supervisor

OSHA Confined Spaces

OSHA Trench Safety

Caltrans Formal Partnering  
Training

### PROFESSIONAL HISTORY

Construction Manager /  
Inspector  
Coastland  
2014

Project Engineer  
Great Northwest, Inc.  
2012-2014

Office and Field Engineer  
Granite Construction Company  
2008-2012

Design Internship  
DSK Associates  
Summer 2007

Mr. Travis Williams is a Construction Manager and Inspector with over 9 years of experience in the construction industry. His experience comprises a wide range of municipal projects, including water, sewer, interchange, bridge, and roadway improvements. On all of his projects, he excels at interfacing with the public and multiple agencies.

### RELEVANT PROJECT EXPERIENCE:

#### City of Colfax

- East Oak ADA Improvement
- Dollar General Inspection

#### Hidden Valley Lake Community Services District

- *General District Engineering Services Assistance*

#### City of Lone

- 2014 Paving Project
- 2015 PMP Update
- Lone Street Sewer Replacement Project
- Wastewater Treatment Plant Compliance Project—Town Field Header Pipe Installation
- Wastewater Treatment Plant Phase 1B Redesign
- Wastewater Treatment Plant Biosolids Removal

#### Lake of the Pines Home Owners Association

- Pavement Management Plan

#### City of Lincoln

- *Construction Manager Staff Augmentation*
- *Contract City Engineering Public Services Assistance*
- *Contract City Engineering Capital Projects Assistance*
- LDS Stake Center
- Joiner Park Playground
- Ferrari Ranch Road Median Landscaping
- Lakeview Farms Security Fence
- SWPPP Inspections

#### City of Piedmont

- Highland Avenue-Park Way Drainage Improvements
- Emergency Sewer Repairs
- Annual Pavement Rehabilitation Project

#### Placer County

- Demolition of Buildings 309-417 (*sub to Glass Architecture*)

#### City of Santa Rosa

- Santa Rosa Avenue Widening & Water Main Installation
- Valley Center Drive, Village Side Drive Sewer & Water Improvements

#### City of Sausalito

- Urgent Sewer Replacement (Constructability Review)

#### County of Sonoma Regional Parks

- SMART Trail (Hearn Ave. to Joe Rodota Trail)

#### City of Wheatland

- *Contract City Engineering Assistance*
- Water & Wastewater Systems

#### City of Willows

- *Contract City Engineering Assistance*
- Sacramento-Butte Reconstruction
- Tehama Street Reconstruction



# Sukhpal Mann, PE, QSD

## *Supervising Engineer*

### EDUCATION

B.S., Civil Engineering  
Punjabi Technical University,  
Punjab, India

### REGISTRATION

Civil Engineer, California  
68521

### CERTIFICATION

Qualified SWPPP Developer  
(QSD) #21237

### PROFESSIONAL HISTORY

Supervising Engineer  
Coastland  
2016

Senior Engineer (CIP Manager)  
City of Rocklin  
2011-2016

Associate Engineer  
City of Rocklin  
2005-2011

Assistant Engineer  
City of Rocklin  
2002-2005

Design Team  
City of Riverside  
2002

Design Engineer  
ARC Engineering  
2001-2002

Engineer, Survey Unit  
Unitech LG Joint Venture  
1995-2001

### PROFESSIONAL ASSOCIATIONS

American Society of Civil  
Engineers (ASCE)

American Public Works  
Association (APWA)



Sukhpal "SP" Mann brings over 20 years of experience with over 15 years concentrated on municipal engineering. He has successfully procured and managed grant funding, overseen multiple design contracts, managed land development inspections for Rocklin and overseen the enforcement of NPDES/CGP permit requirements. He has extensive experience with public interaction and outreach efforts and has been responsible for preparing and presenting at council meetings. Additionally, he has delivered a variety of roadway and bridge projects including roundabouts and a freeway interchange.

Mr. Mann was previously employed by the City of Rocklin as Senior Engineer/CIP Manager. Key responsibilities included development and management of the City's 5-year CIP program; management of multi-agency cooperative agreements and contracts; development and enforcement of City standards and policies; preparation and presentation of technical papers and staff reports; and staff management and supervision. He was also responsible for programming, procuring and managing various state and federal grants in cooperation with the Placer County Transportation Planning Agency (PCPTA), Sacramento Area Council of Governments (SACOG) and Caltrans. He was also responsible for managing Rocklin's CIP and Metropolitan Transportation Improvement Program, and obtaining grant funding authorizations from Caltrans.

### RELEVANT PROJECT EXPERIENCE

#### City of American Canyon

- *On-going Development Review*

#### City of Ione

- Howard Park Ball Fields ADA Walkway

#### City of Piedmont

- Hampton Park Improvements Project
- Moraga-Highland Pavement Construction Management

#### City of Rocklin

- *On-Call Project Management & Engineering Services*

#### City of Willows

- *Update Construction Standards*

#### *Experience Prior to Coastland*

During his tenure with the City of Rocklin, SP successfully delivered the following projects:

- Rocklin Road/I-80 Landscaping (Resident Engineer)
- Lonetree Blvd. Widening Project--Sandhill Dr. to West Oaks Dr. (Design & Construction Management)
- Safe Routes to School Phases 3, 4 & 5 (Resident Engineer, Environmental Approval, Utility Coordination)
- Sierra College Widening--Taylor Rd. to Granite Dr. (Project Manager)
- Sunset Blvd. Reconstruction--Pacific St. to Fairway Dr. (Project Manager)
- Rocklin Rd. at Meyers St. Roundabout & Grove Street Roundabouts (APWA & ASCE Award-winning Project) (Resident Engineer/Project Manager-PE, ROW & CON)
- Boulder Ridge Pond lining Project (PM)
- *South Whitney Blvd. Rehabilitation Project (PM)*
- Sunset Blvd./UPRR Bridge Improvements (PM)
- University Avenue-South Roadway (PM-ROW & CON phases)
- Pacific Street Widening & Bike Path (Project Manager)
- SR65/Whitney Ranch Parkway Interchange and Extension (Project Manager)

# John Griffin, PE

## Senior Engineer

### EDUCATION

B.S., Civil Engineering  
California State University,  
Sacramento

### REGISTRATION

Civil Engineer, CA (C66071)

### PROFESSIONAL HISTORY

Senior Engineer  
Coastland  
September 2011 to Present

Supervising Engineer  
Amador Water Agency  
2007-2011

Senior Civil Engineer  
City of Galt  
2006-2007

Associate Engineer  
City of Galt  
2004-2006

Assistant Engineer  
City of Galt  
2000-2004

Environmental Engineer  
Tetra Tech EM Inc.  
1998-2000

Staff Engineer  
Law Engineering  
1997-1998

Staff Scientist  
Pacific Environmental Group  
1995-1997

Mr. John Griffin, Senior Engineer at Coastland, has over 20 years of civil and environmental engineering experience. His expertise is concentrated on planning, plan check, design, permitting and construction management of water and wastewater, transportation and drainage facilities for a broad range of public agencies.

His recent experience with water facilities has included wells, storage tanks, treatment plants, control buildings, pipelines and pump stations. His wastewater experience includes permit compliance studies, master planning, reclamation system expansion, lagoon liners, pump stations and pipelines. Having administered these projects from the planning stages through construction, he thoroughly understands the impacts and opportunities presented in public infrastructure projects.

Throughout his public sector experience he has represented Amador Water Agency (AWA) and the City of Galt in all engineering matters, including staff oversight, council presentations, capital improvement project management, and regulatory agency coordination

While with AWA, Mr. Griffin was involved in a plan review of a pump station for a new commercial and residential development (approximately 200 EDUs) and review of subdivision improvement plans for a STEP wastewater collection system. This subdivision was to meet the Agency's STEP (Septic Tank Effluent Pump) Design Standards. The area to be served by this project is a STEP system per the HSE draft scope of work.

Because he has worked proficiently in both the private and public sectors, he has an in-depth understanding of the proper budgeting and management tools required to deliver a successful project.

### REPRESENTATIVE EXPERIENCE:

#### Bodega Bay Public Utilities District

- *District Engineering Support Services*
- Salmon Creek Water Treatment Plant—Backwash Water Disposal

#### Callayomi County Water District

- *District Engineering Support Services*
- USDA Preliminary Engineer's Report, CEQA & Environmental Checklist
- Cedra Well Site
- Big Cannon Test Well Specifications & Field Inspections

#### City of Cloverdale

- Review of Wastewater Treatment Plant Draft NPDES Permit

#### City of Galt

- *Contract Engineer (Utilities)*
- Wastewater/Water Support & Staff Augmentation
- Live Oak Pump Station Replacement (ongoing)
- Vintage Oak Lift Station Rehabilitation Project

#### Hidden Valley Lake Community Services District

- *District Engineering*
- Hexavalent Chromium Compliance Plan
- Sanitary Sewer Management Plan
- Chlorine Disinfection Upgrades Design & Regulatory Assistance
- Conceptual Wastewater Disinfection Options Tech Memo
- Coyote Valley Road Water & Sewer Main Extensions



**City of Lone**

- *Contract City Engineer support services*
- Wastewater Treatment Plant Compliance Project

**Konocti County Water District**

- Water Treatment Plant Upgrades

**City of Nevada City**

- Water/Wastewater Infrastructure Condition Assessment & Operational Review

**County of Nevada**

- Penn Valley Pipeline Contract Administration

**Pacific Union College**

- Wastewater Treatment Plant Evaluation

**Placer County Water Agency**

- Water Main Upgrades

**Rancho Murieta Community Services District**

- *District Engineering*

**City of Rohnert Park**

- SE Rohnert Park Storage Tank & Pumping Facility

**City of Wheatland**

- *Contract City Engineer Support Services*
- Beale Air Force Base Regional Wastewater Plant Study
- Water System SCADA Upgrades
- Water and Wastewater Systems Staff Augmentation
- WWTP Reliability Study

**City of Willows**

- *Contract City Engineer Support Services*
- WWTP Industrial SWPPP

**Experience Prior to Coastland:****City of Galt**

- Wastewater Treatment Plant Upgrade NPDES Feasibility Studies (options analysis, effluent sampling study, monitoring, Laguna Creek flow monitoring, tertiary filtration pilot tests)
- Control Building & Auxiliary Basin Pump Station
- Live Oak Pump Station Replacement (ongoing)
- Wastewater Reclamation System Land Management Plan
- 2002 Cease & Desist Order Reclamation Expansion
- Field 19 & Storage Reservoir Reclamation Expansion
- Wastewater Treatment Plant Pump Station
- ¾ MG Sludge Lagoon Liner
- Wastewater Treatment Plant Groundwater Monitoring
- Industrial Park Water Treatment Plant (well, storage, pump station & control building, water treatment)
- Carillion Water Treatment Plant (1/2 mile pipeline & water treatment plant expansion)
- Golden Heights Reservoir Recoating
- River Oaks Well
- Monterey Bay Well
- Highway 99 Bore & Jack
- Galt Market Water Main and Fire Hydrant Installation
- Galt Market Remote Parking Lots
- Galt Market Grounds Paving and Storm Drainage Improvements
- Bike Lane Improvements (7 miles)
- Corporation Yard Underground Storage Tank Environmental Investigation
- Street Overlays

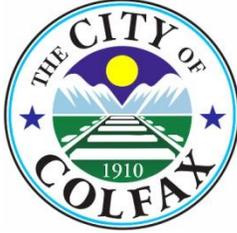
**Amador Water Agency**

- Sierra West Lift Station
- Pine Grove Bluffs Lift Station
- Urban Water Management Plan Update
- Amador Central Office Park (commercial/industrial development: plan review and construction)
- Sutter Creek Crossroads (commercial development: plan review and construction)
- Pine Grove Bluffs (commercial and residential development: plan review)
- Gold Rush Ranch (commercial and residential development: environmental and entitlement review)
- Various other commercial and residential developments
- Buckhorn Water Treatment Plant Backwash Recycling Filter
- CAWP Distribution DBP Analysis

**Tetra Tech EM Inc.**

- Naval Facilities Landfill Groundwater Monitoring





# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager  
**PREPARED BY:** Staff  
**DATE:** September 22, 2016  
**SUBJECT:** Caboose Maintenance Proposal

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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**RECOMMENDED ACTION:** Discuss and direct staff as appropriate

### BACKGROUND AND ANALYSIS:

At the September 14, 2016 meeting, members of the Placer-Sierra Railroad Heritage Society (PSRHS) presented a proposal to City Council to exchange operational control of the Colfax Caboose for maintenance and upkeep. This proposal was conceptually agreeable to Council. Council asked to place this on the next agenda.

Staff recommends Council approve drafting an agreement similar to the Lease agreement currently in effect with the Chamber of Commerce for a portion of the Historic Passenger Depot. That agreement is attached.

### ATTACHMENTS:

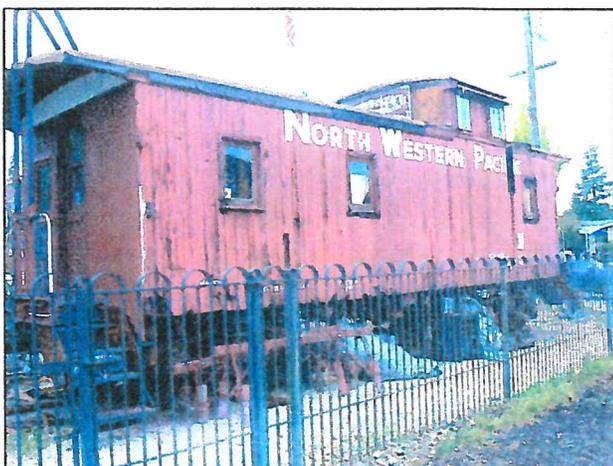
1. Caboose Proposal
2. Lease agreement with Chamber of Commerce

Proposal to the City of Colfax  
from the  
Interactive Caboose Committee  
for  
Management and Operation of the Colfax Caboose

**Synopsis:** In exchange for **operational control** of the Colfax caboose, we, the Interactive Caboose Committee, made up of members of Placer-Sierra Railroad Heritage Society (PSRHS) and interested community volunteers, propose to the City of Colfax, owners of record of the caboose, to cover ongoing maintenance, periodic painting, roofing repairs, and insurance for this unique resource located in the center of our town. PSRHS is a 501(c)3 corporation, enabling donors to realize tax benefits of supporting this community project.

**Background:** For the past several years, members of the community and local railroad enthusiasts have been engaged in a volunteer project to salvage the Colfax wood-sided caboose at the corner of Main and Grass Valley Streets from its near derelict condition. Tony Hesch has served as project manager for this renovation. PSRHS has provided significant funding for the project from fund-raising activities and a generous bequest, while community organizations and individuals have donated additional money and/or time to help complete the work. There are some tasks remaining to be completed, most notably a new roof, but the renovation portion of the project is nearing completion and it is time to formulate a plan for how the caboose may be used to help promote the City and local railroad history. The Interactive Caboose Committee has been meeting to discuss how the Colfax caboose might be used to tell the story of the role the caboose has played in the history of railroading through our town and across the state and nation. We are also exploring means of raising funds for ongoing operation and maintenance to ensure the future health of this unique community resource.

**Work Completed to date:** The condition of the Colfax wood-sided caboose has slowly deteriorated over time. In around 2003 an area businessman donated the work to repaint the caboose, but the already underlying dry rot and other damage to the structure and surface were not properly addressed, and the deterioration quickly became more pronounced than ever. By 2007 the wooden exterior was seriously degraded and windows were leaking badly, accelerating the damage. After completing the renovation of the Colfax Passenger Depot in 2007, PSRHS took on the renovation of the caboose with the blessing of the City of Colfax. Through funds raised by PSRHS and donations from community members, a volunteer effort was begun to remove the old wood siding, doors and windows, repair the under-framing where needed, apply new siding and roof, and repair and repaint the interior.



Major tasks accomplished to date include:

- Installed new power pedestal to separate caboos electrical service from service to Roy Toms Plaza area. This had to be completed before the old siding could be removed.
- Removed all tongue and groove siding, performed significant structural repairs, and procured and installed new and matching tongue and groove siding
- Procured and installed new windows and doors to match original
- Applied primer coat and first finish coat to all exterior pieces
- Obtained and installed reupholstered seats in cupola
- Rewired interior electrical to meet code safety requirements
- Obtained an original caboos stove for display in the caboos
- Scraped, sanded and painted the truck (wheel) assemblies under the caboos
- Powder coated and reinstalled the exterior metal handrails
- Researched and procured new materials for replacing the roof
- Initiated installation of new roof

Over \$26,000 and countless volunteer hours have been donated for the work completed to date, coming from PSRHS (including a large bequest by a member), community groups and individuals. The total includes \$5,995 reimbursed to PSRHS by the City of Colfax for the electrical work that separated City utilities at Roy Toms Plaza from the caboos service.

**Planned Use of the Caboos:** If given operational control of the caboos by the City, the Interactive Caboos Committee pledges its commitment to:

- Provide opportunities for visitors of all ages to understand the importance of the caboos in railroad history and railroad operations in California and across the nation. Develop interactive photo and video displays as well as educational programs in conjunction with local school curricula
- Staff the caboos for special community events and for weekend openings should they become a viable addition to Colfax tourism
- Include presentation on safety near railroad tracks and crossings in conjunction with the California Operation Lifesaver program
- Address ADA access requirements or obtain historic waiver
- Ensure safe access for visitors
- Conduct fundraisers for the caboos using the caboos as a backdrop
- Raise funds through other means to ensure ongoing maintenance is completed

**Status Reports and Termination of Agreement:** Periodic status updates on caboos operations and maintenance will be provided to the Colfax City Council. If at any future point in time the terms of this agreement are deemed to be no longer being fulfilled, by mutual consent the operational control of the caboos shall revert to the City of Colfax.

## LEASE AGREEMENT

THIS LEASE is made and entered into as of the 1<sup>st</sup> day of June, 2007, by between City of Colfax, a California Municipal Corporation, with its offices located at 33 South Main Street, Colfax, California 95713 (hereinafter "Lessor"), and the Colfax Area Chamber of Commerce, a California corporation, with its offices located at 2 Railroad Street, Colfax, California 95713 (hereinafter "Lessee").

### RECITALS:

Lessor owns certain property know as 99 Railroad Avenue, Colfax, California, located in Placer County, California, attached together with a building and other improvements as more particularly shown on Exhibit A hereto ("Premises").

Lessee desires to lease a portion of the Premises to operate a visitor center to provide visitors with information about the City of Colfax and surrounding areas for the purpose of serving and benefiting the community, business owners, and the City of Colfax.

### AGREEMENT:

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

#### Section 1. TERM

- A. In consideration of the terms and provisions of this Lease to be observed and performed by Lessee, Lessor hereby leases the portion of the Premises shown on the plat attached hereto as Exhibit A as the areas identified as "Visitor Center" (hereinafter the "Leased Premises") on a month to month basis, commencing June 1, 2007. Lessee shall also be entitled to use, on a non-exclusive basis, the Mens and Womens restrooms adjacent to the Waiting/Meeting Room area depicted on Exhibit A.
- B. Lessor retains the right to exclusively use and let third parties exclusively use the Waiting/Meeting Area depicted on Exhibit A on a first come, first serve basis, including Lessee, at Lessor's approved rental rate schedule. Unless reserved for use by Lessor or a third party, Lessee may use at no extra charge the Waiting/Meeting Room area depicted on Exhibit A for Lessee's regularly scheduled meetings held at 6:30 p.m. on the third Wednesday of each month. Lessee reserves the right to change monthly meeting date with advanced notice to Lessor subject to Lessor's approval.
- C. Lessee acknowledges that Lessor has entered into a lease with The Colfax Area Historical Society ("CAHS") pursuant to which CAHS shall have the right to use the Waiting/Meeting Area depicted on Exhibit A for its regular meetings held quarterly on the third Thursday of October, February, April and July from 7:00 p.m. to 9:00 p.m.
- D. Lessor may close the Mens and Womens Restroom adjacent to the Waiting/Meeting Room area depicted on Exhibit A to the public when the Waiting/Meeting Room area is being used for a meeting by Lessor, the CAHS, or a third party with Lessor's authorization.

**Lease Agreement between City of Colfax and The Colfax Area Chamber of Commerce****Page 2**

D. This Lease is terminable without cause by either party upon sixty (60) days written notice of termination.

**Section 2. RENTAL.**

For the term of this Lease, Lessee shall pay to Lessor upon full execution of this Lease, and thereafter in advance annually, on or before the first day of June, rent of One Dollar (\$1). In the event this Lease is terminated, Lessor shall not be obligated to return any advance rent paid by Lessee.

**Section 3. LIENS.**

Lessee shall fully pay for all materials joined or affixed to and labor performed upon the Leased Premises in connection with Lessee's use of the Leased Premises, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against any property of Lessor, including the Premises and Leased Premises, for any work done or materials furnished thereon at the request or on behalf of Lessee.

**Section 4. INDEMNIFICATION.**

Lessee shall defend, indemnify and hold harmless Lessor from and against losses, damages, costs and expenses (including fines and penalties and attorney's fees) which may result from injury to or death of persons or loss of or damage to property or violation of any law, regulation or ruling, when such injuries, death, losses, damages, costs and expenses are due to or arise in connection with or as a result use of Lessee's use of the Premises and Leased Premises pursuant to this Lease.

**Section 5. MAINTENANCE; UTILITIES.**

A. Lessor shall pay all costs necessary to maintain in good repair and appearance the Leased Premises and Premises. Lessor shall maintain, supply, and clean as necessary the Mens and Womens restrooms.

B. Lessor shall pay the cost of all utilities associated with Lessee's ordinary use of the Leased Premises, including water service, electrical service, and sewage disposal. Lessor shall provide Lessee with a designated exterior area for placement of trash receptacles. Lessee shall make reasonable efforts to be energy efficient in its operations and observe energy efficiency settings of comfort controls.

C. Lessor shall provide smoke alarms and fire extinguishers in and about the Leased Premises as required by applicable law. Lessee shall notify Lessor of any malfunction, non-function, or need for repairs or service to the smoke alarms and fire extinguishers.

D. A security alarm system exists on the Premises, and Lessor shall continue during the Term of this Lease to pay for the same alarm services as Lessor pays presently. Lessee shall be responsible for assuring that the alarm system for the Leased Premises is functioning and operational. Upon notice from Lessee of a malfunction or defect in the alarm system's operation, Lessor shall as soon as practicable undertake to have the alarm system repaired or, if necessary, replaced.

**Lease Agreement between City of Colfax and The Colfax Area Chamber of Commerce****Page 3****Section 6. USE.**

Lessee may use the Leased Premises for purposes of operating a public visitor center during daytime hours, which may include an office and souvenir shop, and for holding meetings. Lessee may use the Premises for accessing the Leased Premises. Lessee shall have a duly authorized person on duty at the Leased Premises at all times that the Leased Premises is open to the public.

**Section 7. REPRESENTATIONS OF LESSEE.**

Lessee hereby represents that:

- A. It is a California corporation, active and in good standing.
- B. It has the full right and authority to enter into this Lease and consummate the transaction contemplated by this Lease.

**Section 8. REMOVAL OF PROPERTY UPON TERMINATION.**

Within thirty (30) days after termination of this Lease, Lessee, at its sole cost and expense, shall remove from the Leased Premises any property belonging to Lessee and will leave the Leased Premises in the same condition as upon the commencement of this Lease, normal wear and tear excepted.

**Section 9. TAXES.**

Lessee shall pay any taxes levied on its personal property or any Lessee owned improvements as well as all sales and use taxes associated with Lessee's use of the Leased Premises. Lessor shall pay all property taxes assessed on the Leased Premises.

**Section 10. INSURANCE.**

Lessor shall be responsible for carrying fire and general liability coverage on the Premises. Lessee shall maintain, and shall name Lessor as an additional insured on, an insurance policy in the minimum amount of one million dollars (\$1,000,000) for each occurrence, insuring against any and all losses, damages, costs and expenses (including attorney's fees) which may result from injury to or death of persons or loss of or damage to property or violation of any law, regulation or ruling, when such injuries, death, losses, damages, costs and expenses are due to or arise in connection with or as a result use of Lessee's use of the Premises and Leased Premises pursuant to this Lease, including without limitation loss or damage to Lessee's personal property.

**Section 11. ACCESS.**

Lessee shall permit Lessor and its agents, employees and representatives to upon the Leased Premises to maintain the Premises and Leased Premises and fulfill its obligations under this

**Lease Agreement between City of Colfax and The Colfax Area Chamber of Commerce  
Page 4**

Lease, and so long as Lessor does not interfere in any material way with Lessee's use of the Leased Premises.

**Section 12. NOTICES.**

Any notice or other communication required or permitted to be given under this Agreement ("Notices") shall be in writing and shall be (i) delivered by a reputable overnight courier; or (ii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or (i) one (1) business day deposit with an overnight courier as by a receipt of deposit; or four (4) business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such address as either party may, from time to time, specify in writing to the other in the manner described above:

**Lessor:**

City of Colfax  
City Manager  
P.O. Box 702  
Colfax, CA 95713

With copy to:

P. Scott Browne  
Attorney at Law  
131 South Auburn Street  
Grass Valley, CA 95945

**Lessee:**

The Colfax Area Chamber of Commerce  
PO Box 86  
Colfax, CA 95713

**Section 13. GOVERNING LAW.**

This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

**Section 14. SUCCESSORS AND ASSIGNS.**

This Lease shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

Lease Agreement between City of Colfax and The Colfax Area Chamber of Commerce

Page 5

Section 15. NO SUBLETTING; PERMISSIVE USE.

Lessee shall not sublease or sublet any part of the Leased Premises. Any agreement by which Lessee has purportedly subleased or sublet any portion of the Leased Premises shall be void. Use of the Waiting/Meeting Room for a single meeting or event for which Lessee may receive remuneration shall not be construed as a sublease or sublet of the Leased Premises but shall instead be construed as a permitted use of the Leased Premises.

Section 16. ATTORNEYS FEES AND COSTS.

In the event either party to this Lease commences litigation or other legal action respecting the terms, enforceability, or interpretation of this Lease, the prevailing party in any such litigation or other legal action shall be entitled to an award of reasonable attorneys' fees and costs incurred therein.

Section 17. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Parties relating to the Leased Premises. Any modification or amendment of this Lease shall have no effect unless in writing and signed by Lessee and Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate as of the date herein written.

LESSOR:

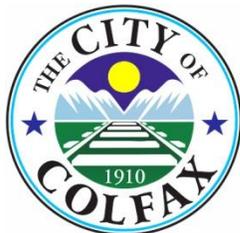
CITY OF COLFAX  
a Municipal Corporation

By: John L. Phillips  
Title: City Manager

LESSEE:

The Colfax Area Chamber of Commerce  
A California corporation

By: John E. Pohl  
Title: President



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager

**PREPARED BY:** Staff

**DATE:** September 22, 2016

**SUBJECT:** Ordinance 529: Medical Marijuana Ordinance – Second Reading

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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**RECOMMENDED ACTION:** Consider public and staff comments and Adopt Ordinance 529 “An Ordinance of the City of Colfax amending the Colfax Municipal Code Chapter 17.162 covering cultivation, dispensaries, use, delivery, manufacturing and revenue requirements of medical cannabis in the City of Colfax” and waive reading of the entire ordinance and read by title only; to become effective subject to approval at the November 8, 2016 general election of Measure H by 2/3 of the voters.

### **BACKGROUND AND SUMMARY:**

Following several City Council meeting discussions, public input and workshops, the attached Ordinance was introduced and read by title only at the September 14, 2016 meeting.

Staff is requesting that Council take public and staff comments, waive the second reading and adopt Ordinance 529. This ordinance will be subject to approval at the November 8, 2016 general election. The Ordinance will not become effective unless the ballot measure, Measure H, is approved by 2/3 of the voters at the November 8, 2016 election. The effective date will be 30 days after the November 8, 2016 election is certified by the Placer County Clerk/Recorder.

Attachment:

Proposed Ordinance No. 529

# City of Colfax

## City Council

Ordinance No 529

### **AN ORDINANCE OF THE CITY OF COLFAX AMENDING THE COLFAX MUNICIPAL CODE CHAPTER 17.162 COVERING CULTIVATION, DISPENSARIES, USE, DELIVERY, MANUFACTURING, AND REVENUE REQUIREMENTS OF MEDICAL CANNABIS IN THE CITY OF COLFAX**

---

The City Council of the City of Colfax does ordain as follows:

**Section 1:**

Colfax Municipal Code Chapter 17.162 is hereby repealed and replaced with the Ordinance attached hereto as Exhibit A which is incorporated herein by this reference.

**Section 2. Superceding Provisions**

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous Ordinance or resolution to the extent the same is in conflict herewith.

**Section 3. Severability**

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

**Section 4. Effective Date**

This Ordinance, and all of its provisions including the proposed sales tax and regulatory provisions, shall become effective only if approved at the November 8, 2016 General Election by not less than a 2/3 vote. If 2/3 of those electors voting on this Ordinance vote in favor of the same, it shall be adopted upon a declaration of the result of such ballot by the City Council and, within 15 days thereafter, it shall be published or posted in accordance with Section 36933 of the Government Code of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 14th day of September, 2016, and passed subject to approval at the November 8, 2016 election as provided above, at a regular meeting of the City Council held on the 28th day of September, 2016, at a duly held regular meeting of the City of Colfax, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

Tom Parnham, Mayor

APPROVED AS TO FORM:

ATTEST:

---

Alfred Cabral, City Attorney

---

Lorraine Cassidy, City Clerk

# City of Colfax

## City Council

### Ordinance N<sup>o</sup> 529

#### **AN ORDINANCE OF THE CITY OF COLFAX AMENDING THE COLFAX MUNICIPAL CODE CHAPTER 17.162 COVERING CULTIVATION, DISPENSARIES, USE, DELIVERY, MANUFACTURING, AND REVENUE REQUIREMENTS OF MEDICAL CANNABIS IN THE CITY OF COLFAX**

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##### **17.162.010 - Intent**

The City Council of the City of Colfax hereby intends to license and regulate all aspects of medical cannabis to accommodate the needs of qualified patients and their caregivers, and in furtherance of the public necessity, convenience and general welfare. The City Council also intends to impose a sales tax of up to 15% on commercial growers, dispensaries, and manufacturing and use the proceeds of such sales tax to reduce City business and residential sewer service charges.

##### **17.162.020 - Definitions**

- A. “Applicant” shall have the same definition as California Business & Professions Code Section 19300.5(b), as that section may be amended.
- B. “Canabinoid” shall have the same definition as California Business & Professions Code Section 19300.5(e), as that section may be amended.
- C. “Cannabis” and “Marijuana” shall have the same definition as California Business & Professions Code Section 19300.5(f), as that section may be amended.
- D. “Cannabis business” shall include, but not be limited to, cannabis cultivation, dispensing, delivery, transportation, testing, manufacturing and all other activities related thereto.
- E. “Cannabis concentrate” shall have the same definition as California Business & Professions Code Section 19300.5(g), as that section may be amended.
- F. “Commercial cannabis activity” shall have the same definition as California Business & Professions Code Section 19300.5(j), as that section may be amended.
- G. "Cultivation" shall have the same definition as California Business & Professions Code Section 19300.5(k), as that section may be amended.
- H. “Delivery” shall have the same definition as California Business & Professions Code Section 19300.5(m), as that section may be amended.

- I. “Dispensary” shall have the same definition as California Business & Professions Code Section 19300.5(n), as that section may be amended.
- J. “Dispensing” shall have the same definition as California Business & Professions Code Section 19300.5(o), as that section may be amended.
- K. “Distribution” shall have the same definition as California Business & Professions Code Section 19300.5(p), as that section may be amended.
- L. “Distributor” shall have the same definition as California Business & Professions Code Section 19300.5(q), as that section may be amended.
- M. “Edible cannabis products” shall have the same definition as California Business & Professions Code Section 19300.5(s), as that section may be amended.
- N. “Manufacturer” shall have the same definition as California Business & Professions Code Section 19300.5(ad), as that section may be amended.
- O. "Marijuana" and “Cannabis” shall have the same definition as California Business & Professions Code Section 19300.5(f), as that section may be amended.
- P. "Medical cannabis" means medical cannabis that has been recommended by a licensed physician in strict accordance with California Health and Safety Code Sections 11362.5 through 11362.83, inclusive, commonly referred to as the Compassionate Use Act and the Medical Cannabis Program.
- Q. “Person” shall have the same definition as California Business & Professions Code Section 19300.5(ah), as that section may be amended.
- R. "Qualified Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7(d), as may be amended.
- S. "Qualified Patient" shall have the same definition as California Health and Safety Code Sections 11362.7 (c) and (f), as may be amended.
- T. “Transport” shall have the same definition as California Business & Professions Code Section 19300.5(am), as that section may be amended.
- U. “Transporter” shall have the same definition as California Business & Professions Code Section 19300.5(an), as that section may be amended.

#### **17.162.030 - Regulation of Location**

- A. Medical cannabis cultivation shall be permitted indoors or outdoors at a legally established residence or accessory building on a legal parcel with a valid City issued Medical Cannabis License for cultivation of 100 square feet or less per parcel or cultivation under Section 17.162.030 C.
- B. Except as provided in subsection C., medical cannabis cultivation may be undertaken only by a qualified patient who must occupy the residence on the parcel proposed for cultivation as their primary residence.

- C. A qualified primary caregiver, as defined, may undertake cultivation of medical cannabis on behalf of his/her qualified patient(s), but only in a legal structure or permitted plot located on a parcel containing the primary caregiver's or qualified patient's primary residence.
- D. Indoor cultivation shall be limited to 100 square feet per patient up to five patients. The cultivated marijuana may be used only by the qualified patient(s) and not distributed, sold, given or transferred in any way to any other person or organization.
- E. The qualifying residence in which medical cannabis is cultivated shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and shall not be used for medical cannabis cultivation.
- F. Commercial cultivation is limited to 4 acres per individual/entity and shall be lawful for any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district that allows agriculture in the City of Colfax. Commercial cultivation also requires State and City licenses, a Conditional Use Permit and is subject up to a 15% sales tax.
- G. Wherever medical cannabis is grown, a copy of a current and valid, state-issued medical cannabis card, a state license (if required) and a City-issued license must be kept available to immediately present to officers of the City and law enforcement officers upon request.
- H. Nothing in this section shall be construed as a limitation on the City's authority to abate any nuisance which may exist from the planting, growing, harvesting, drying, processing, storage, or selling of medical cannabis from any location, indoor or outdoor, including from within a fully enclosed and secure building.
- I. No medical marijuana cultivation, dispensary, distribution or delivery shall be allowed within a 600-foot radius of any school, as required by California Health & Safety Code Section 11362.768, as that section may be amended.

#### **17.162.040 - Enforcement**

- A. *Right of Entry.* Persons designated by resolution as code enforcement officers of the City are authorized to enter upon and inspect private properties to ensure compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code. Reasonable advance notice of any such entry and inspection shall be provided. If an inspection warrant is required from a court of law prior to any such entry and inspection, the City may seek to recover the costs it incurs in obtaining a warrant from the property owner and/or person in lawful possession of the property. The City's policy is that enforcement actions shall be primarily complaint driven.
- B. *Public Nuisance.* The maintaining of any cannabis business within the City of Colfax, unless in full compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code, is declared to be a public nuisance as defined in Section 370 of the California Penal Code and Sections 3479-3486.5 of the California Civil Code.
- C. *Criminal Offense.* Violation of any provision of this Chapter is a misdemeanor unless (1) the City Council, City Manager or City Attorney authorize the filing of a complaint charging the offense as an infraction or (2) a court with jurisdiction over the matter, upon recommendation of the City, determines that the offense should be charged as an infraction. After written notice is

provided to any such person of such violation, the continued existence of such violation for each and every day after the service of such notice shall be deemed a separate and distinct offense.

D. *Issuance of Citations.* All persons designated by resolution as code enforcement officers of the City are authorized to issue citations to persons deemed to be in violation of the provisions of Chapter 17.162 of the Colfax Municipal Code. Such citations shall be expeditiously processed through the Placer County Sheriff's office or office of the City Attorney for enforcement through an appropriate court of law.

E. *Remedies Nonexclusive.* The criminal remedies provided herein shall not be the exclusive means of enforcing the provisions of this chapter nor the exclusive means available to the City to address problems associated with any cannabis business, whether for medical or other purposes. The City shall continue to have available to it the ability to pursue abatement of nuisances and other problems related to cannabis businesses under California Penal Code sections 372 and 373a, Sections 3479-3486.5 of the California Civil Code and all other applicable provisions of law. The City may also pursue the recovery of its abatement costs in the manner provided in Chapter 8.16 of the Colfax Municipal Code.

#### **17.162.050 - Liability**

The provisions of this section shall not be construed to protect the property owner(s) of record for each legal parcel associated with any cannabis business, lessees, tenants, and other participants in the cannabis business, and members of collectives and/or cooperatives associated with the cultivation of medical cannabis, from prosecution pursuant to any laws that may prohibit the cultivation, sale, and/or possession of controlled substances. Moreover, cultivation, sale, possession, distribution, and use of marijuana remain violations of federal law as of the date of adoption of the ordinance creating this section and this section is not intended to, and does not protect any of the above described persons from arrest or prosecution under those federal laws. The property owner(s) of record for each legal parcel associated with the cultivation of medical cannabis, lessees, tenants, and other participants in the cultivation of medical cannabis, and members of collectives and/or cooperatives associated with the cultivation of medical cannabis, assume any and all risk and any and all liability that may arise or result under state and federal criminal laws from the cultivation of marijuana. Further, to the fullest extent permitted by law, any actions taken under the provisions of this section by any public officer or employee of the City of Colfax or City of Colfax itself, shall not become a personal liability of such person or the liability of the City of Colfax.

#### **17.162.060 Marijuana Dispensary -Permit Required to Operate**

It shall be unlawful for any person to engage in, to conduct or carry on (or to permit to be engaged in, conducted or carried on) in or upon his or her Property located within the City, the operation of a Marijuana Dispensary unless an Applicant has first obtained and continues to maintain in full force in effect valid City and State Medical Cannabis Licenses.

#### **17.162.070 Imposition of Medical Cannabis Dispensary Permit Fees**

Every application for a Medical Cannabis License shall be accompanied by an application fee (in an amount established by resolution of the City Council at an amount calculated to recover the City's full cost of reviewing and issuing the Medical Cannabis License) and the filing of a

complete required application pursuant to this Chapter and any regulations the City may adopt related thereto. The application fee shall not include the standard City fees for fingerprinting, photographing, and background check costs and shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies.

#### **17.162.080 Limitations on the Permitted Location of a Storefront Collective Dispensary**

A. Permissible Zoning for Marijuana Dispensaries.

Marijuana Dispensaries may only be permitted and located on parcels within the City which are not zoned residential. A conditional use permit is required for the operation of any Marijuana Dispensary.

B. Storefront Locations.

Marijuana Dispensaries shall only be located in a visible store-front type ground-floor location which provides good public views of the Dispensary entrance, its windows, and the entrance to the Dispensary premises from a public street.

C. Maximum Number of Medical Cannabis Dispensaries Allowed Permits.

As established by resolution of the City Council of the City of Colfax or the regulations it adopts pursuant to this Chapter.

#### **17.162.090 Other Associated Medical Cannabis Businesses**

A. Medical Cannabis Delivery/Transport will be permitted in Colfax but require both State and City Licenses.

B. Medical Cannabis Manufacturing will also be permitted in Colfax but again require both State and City Licenses plus location in an appropriate City zone.

C. Medical Cannabis Testing will be permitted in Colfax but require both State and City Licenses.

#### **17.162.100 Filing Requirements – Information Regarding Marijuana Dispensary Or Commercial Grower Management**

A Medical Cannabis Applicant shall also provide the following Management Member information as part of an application:

The name, address, telephone number, title and function(s) of each Management Member;  
For each Management Member, a fully legible copy of one valid government issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government issued identification include, but are not limited to, driver's license or photo identity cards issued by the state Department of Motor Vehicles (or equivalent) that meet REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a Permanent Resident card.

#### **17.162.110 Maintenance of Appropriate Records Regarding Compliance**

A. Financial Records.

The medical cannabis business shall also maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions),

and any and all reasonable compensation for services provided by the Management Members or other members of the medical cannabis business, as well as records of all operational expenditures and costs incurred by medical cannabis business in accordance with generally accepted accounting practices and standards typically applicable to business records.

**B. Record Retention Period.**

The records required above by paragraph (A) of this subsection shall be maintained by the medical cannabis business for a period of seven (7) years and shall be made available to the City upon a written request.

**17.162.120 Imposition of Tax**

The City Council declares that the ordinance codified in this chapter is adopted to implement an additional monthly sales tax on marijuana sales and/or provision, of up to 15% to be determined by City Council payable to the City, which complies with the requirements and limitations contained in California Revenue and Taxation Code Division and subject to approval by the November 8, 2016 ballot measure. On all sales of medical marijuana, and in the event the recreational use of marijuana is legalized or decriminalized in California, any person or entity selling, cultivating or providing marijuana within the City shall pay to the City a monthly sales tax of up to 15% of its gross proceeds from such cultivation, sale or provision.

**17.162.130 Purpose**

The purpose of this tax is to raise revenue to reduce City business and residential sewer service charges in Colfax.

**17.162.140 Customers**

This tax shall not be specifically charged or assessed to any customers or consumers of marijuana subject to this tax. Payment and remittance of the tax to the City shall solely be the responsibility of the person or entity selling or providing the marijuana in the City.

**17.162.150 Gross Proceeds**

“Gross proceeds” shall mean gross receipts of any kind, including, without limitation, membership dues; the value of in-kind contributions, exchanges, bartered goods or services; the value of volunteer work; reimbursements provided by members regardless of form; cash payments; cash equivalent payments; and anything else of value obtained by any person or entity for legally cultivating, selling or providing marijuana in the City.

**17.162.160 Modification, repeal or amendment**

The City Council may repeal this chapter, or amend it in a manner which does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein, without further voter approval. If the City Council repeals any provision of this chapter, it may subsequently reenact it without voter approval, as long as the reenacted provision does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein.

**17.162.170 Administration**

The City Manager, or designee, and/or the City Council by resolution, may promulgate regulations to implement and administer the provisions of this chapter.

**17.162.180 Penalties**

Any person or entity that fails to pay the taxes required by this chapter within 30 days after the due date shall pay, in addition to the taxes, a penalty for nonpayment in a sum equal to 25 percent of the total amount due. Failure to pay all of the taxes required and penalties within 60 days after the tax due date shall result in the immediate suspension of any City-issued permit or license and no further marijuana cultivation, sales or provision may be made by the person or entity. Additional penalties will be assessed in the following manner: 10 percent shall be added on the first day of each calendar month following the month of the imposition of the 25 percent penalty if the tax remains unpaid—up to a maximum of 100 percent of the tax payable on the due date. Receipt of the tax payment by the City shall govern the determination of whether the tax is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.

**17.162.190 Records inspection**

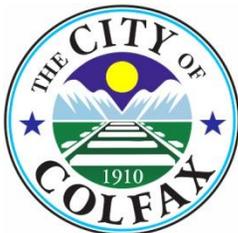
Whenever it is necessary to examine any books or records, including tax returns, of any entity subject to the provisions of this chapter, to ascertain the amount of any tax due pursuant to this chapter, the City shall have the power and authority to examine such necessary books and records at any reasonable time including, but not limited to, during normal business hours. Records must be maintained at least seven years.

**17.162.200 Application of provisions**

No payment of any tax required under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this chapter implies or authorizes that any activity connected with the cultivation, possession or provision of marijuana is legal unless otherwise authorized and allowed by the State of California and permitted by the City.

A duly designated Placer County Sheriff or Community Development Department representative may enter and shall be allowed to inspect the premises of every Medical Cannabis Business as well as the financial and membership records of the Collective required by this Chapter between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M., or at any appropriate time to ensure compliance and enforcement of the provisions of this Chapter, except that the inspection and copying of the private medical records of a Medical Cannabis Business shall be made available to the Placer County Sheriff only pursuant to a properly executed search warrant or inspection warrant by a court of competent jurisdiction, or a court order for the inspection of such records.

It shall be unlawful for any property owner, landlord, lessee, Medical Cannabis Business member, or Management Member or any other person having any responsibility over the operation of the Medical Cannabis Business to refuse to allow, impede, obstruct or interfere with an inspection of the Medical Cannabis Business or the required records thereof.



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager

**PREPARED BY:** Staff

**DATE:** September 22, 2016

**SUBJECT:** Ordinance 530: Mobile Home Ordinance – Second Reading.

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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**RECOMMENDED ACTION:** Consider public and staff comments and adopt Ordinance 530 of the City of Colfax cancelling the City’s assumption of responsibility for enforcement of the Mobile Home Parks Act and returning responsibility of enforcement to the California Department of Housing and Community Development and waive reading of the entire Ordinance and read by title only; to become effective in 30 days.

**BACKGROUND AND SUMMARY:**

As presented at the August 10, 2016 meeting, staff has analyzed the cost-benefit of maintaining control of mobile home jurisdiction and determined it is in the best interest of the City to transfer jurisdiction to the State of California Department of Housing and Community Development. Contributing factors for this recommendation include the City fiscal position, reduced staff levels, and reluctance of the park owner to pay for his annual permit to operate, and the owner’s reluctance to remove unapproved recreational vehicles from the premises. Staff concludes the residents of this park and the public’s interest will be best served by returning jurisdiction to the State Department of Housing and Community Development.

Staff is requesting that Council take public and staff comments, waive the second reading and adopt Ordinance 530. The Ordinance will go into effect 30 days after this meeting.

Attachment:  
Ordinance No. 530

# City of Colfax

## City Council

Ordinance N<sup>o</sup> 530

**AN ORDINANCE OF THE CITY OF COLFAX CANCELLING THE CITY'S ASSUMPTION OF RESPONSIBILITY FOR ENFORCEMENT OF THE MOBILEHOME PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.1) AND THE SPECIAL OCCUPANCY PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.3) AND RETURNING RESPONSIBILITY FOR ENFORCEMENT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.**

---

The City Council of the City of Colfax does ordain as follows:

**Section 1:**

Pursuant to California Health & Safety Code §18300(e), the City of Colfax hereby cancels its assumption of responsibility for enforcement of the Mobilehome Parks Act (California Health & Safety Code Division 13, part 2.1 commencing with §18200), the Special Occupancy Parks Act (California Health & Safety Code Division 13, Part 2.3, commencing with §18860), and the provisions of Title 25, California Code of Regulations (CCR), Division 1, Chapters 2 and 2.2, and returns enforcement responsibility to the State of California Department of Housing and Community Development, all as set forth in Exhibit A hereto which is incorporated herein by this reference.

**Section 2. Superceding Provisions**

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous ordinance or resolution to the extent the same is in conflict herewith provided, however, that nothing in this Ordinance shall repeal or supersede Colfax Municipal Code Chapter 8.24.

**Section 3. Severability**

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

**Section 4. Effective Date**

This ordinance shall be in full force and effect thirty (30) days from and after its adoption.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 14<sup>th</sup> day of September, 2016, and passed and adopted at a regular meeting of the City Council held on the 28<sup>th</sup> day of September, 2016, at a duly held regular meeting of the City of Colfax, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Tom Parnham, Mayor

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Alfred Cabral, City Attorney

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

# City of Colfax

## City Council

### Exhibit A to Ordinance N<sup>o</sup> 530

**AN ORDINANCE OF THE CITY OF COLFAX CANCELLING THE CITY'S ASSUMPTION OF RESPONSIBILITY FOR ENFORCEMENT OF THE MOBILEHOME PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.1) AND THE SPECIAL OCCUPANCY PARKS ACT (CALIFORNIA HEALTH & SAFETY CODE DIVISION 13, PART 2.3) AND RETURNING RESPONSIBILITY FOR ENFORCEMENT TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.**

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- A. Pursuant to California Health & Safety Code §18300(e), the City of Colfax hereby cancels its assumption of responsibility for enforcement of the Mobilehome Parks Act (California Health & Safety Code Division 13, Part 2.1 commencing with §18200), the Special Occupancy Parks Act (California Health & Safety Code Division 13, Part 2.3, commencing with §18860) and the provisions of Title 25, California Code of Regulations (CCR), Division 1, Chapters 2 and 2.2, and returns enforcement responsibility to the State of California Department of Housing and Community Development (the "Department").
- B. The City Manager or his designee shall forthwith provide written notification of the cancellations provided for in this Ordinance to the Department pursuant to California Health & Safety Code §18300(e).
- C. In accordance with California Health & Safety Code §18300(e) and 25 C.C.R. §§1005 and 1006, the City shall remit to the Department, on or before the date of transfer of responsibility, any fees collected pursuant to California Health & Safety Code §18502 that have not been expended for purposes of the Mobilehome Parks Act, except that, for fees collected pursuant to California Health & Safety Code §18502 (c), the City shall pay the Department a sum that is equal to the percentage of the year remaining before outstanding permits to operate expire and any fees collected for permits to construct or for plan review, or both, for which a final approval of the construction as not yet been issued.
- D. In accordance with California Health & Safety Code §18300(e) and 25 C.C.R. §§1005 and 1006, the City shall (i) provide written notification to the Department not less than 90 days prior to the effective date of this Ordinance, along with a copy of this Ordinance, (ii) remit the appropriate fees to the Department as identified in 25 CCR §1006 on or before the date of transfer of responsibility and (iii) transfer all park records in its possession to the Department on or before the date of transfer of enforcement responsibility.



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE SEPTEMBER 28, 2016 COUNCIL MEETING

**FROM:** John Schempf, City Manager  
**PREPARED BY:** John Schempf, City Manager  
**DATE:** September 22, 2016  
**SUBJECT:** Centennial Dam Economic Impacts on the City of Colfax

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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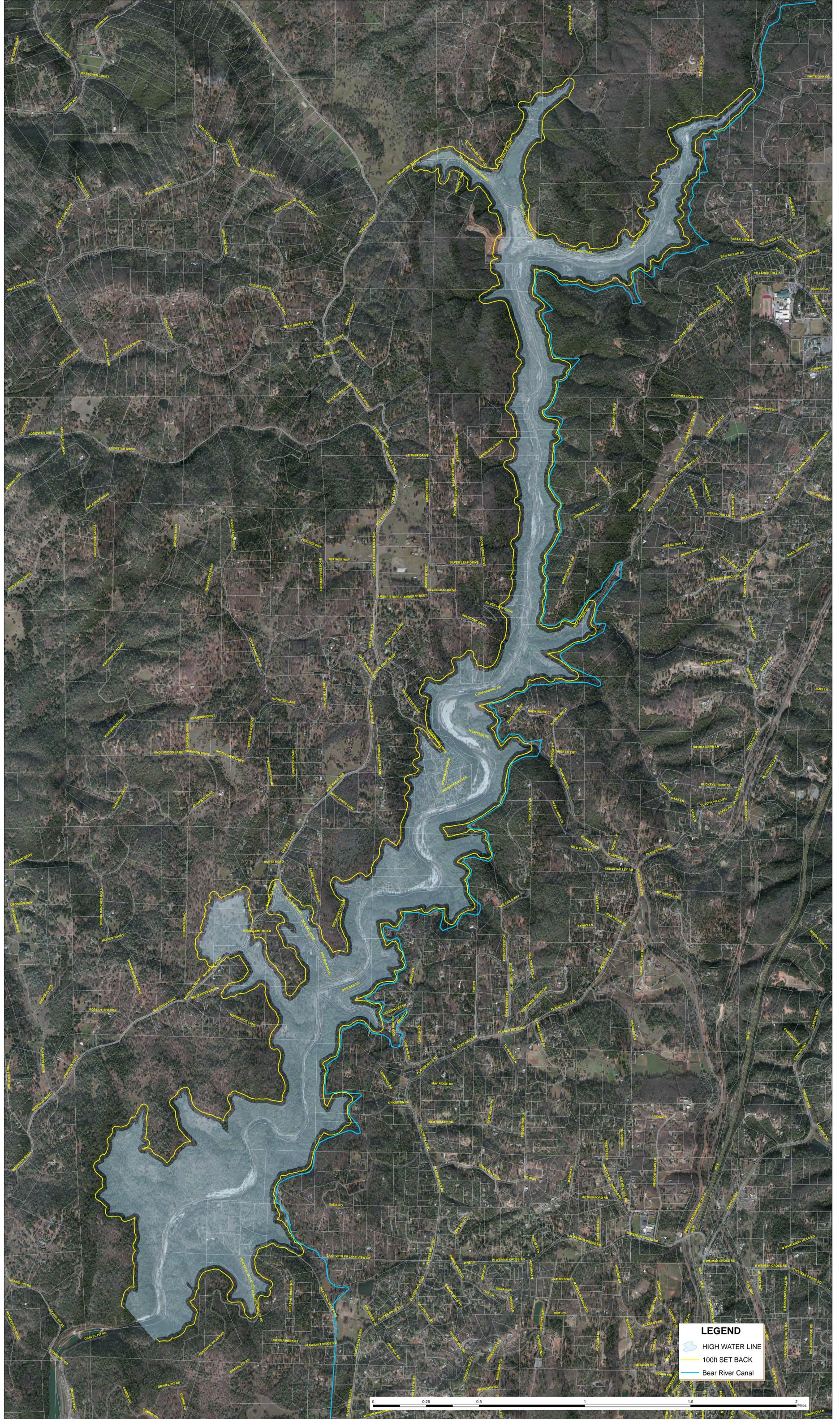
**RECOMMENDED ACTION:** Discuss economic impacts of the Centennial Dam and a response to Nevada Irrigation District and provide guidance to staff.

**BACKGROUND AND ANALYSIS:**

Given the opportunity to comment, the City Council should discuss, hopefully reach a consensus position and direct staff to prepare a response for the Mayor to sign and submit to NID. While all may have strong opinions about the worth of the project, its scope, its operation, etc., it is recommended that comments be restricted to direct impacts on the City of Colfax. Since it will not actually reach the City limits, direct impact appears to be primarily of an economic nature - specifically the loss of the campground and the money spent by the campers in the city. It is suggested that the City's position include a demand for either a new campground on this side of the dam or financial compensation for the lost revenues.

**ATTACHMENTS:**

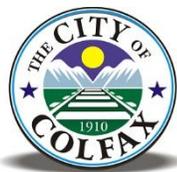
1. Map of dam
2. Minutes from March 23, 2016 Council Meeting: NID presentation on the dam



**LEGEND**

-  HIGH WATER LINE
-  100R SET BACK
-  Bear River Canal





City of Colfax  
 City Council Minutes  
 Regular Meeting of Wednesday, March 23, 2016  
 City Hall Council Chambers  
 33 S. Main Street, Colfax CA

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## 1 CONVENE COUNCIL MEETING

### 1A. **Call to Order**

Mayor Parnham called the Council Meeting to order at 7:00PM.

### 1B. **Pledge of Allegiance**

City Manager Miller led the Pledge of Allegiance.

### 1C. **Roll Call**

Council Members present: Douglass, Harvey, Parnham, Stockwin

Council Member absent: Hesch (excused)

### 1D. **Approval of Agenda Order**

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

**AYES:** Douglass, Harvey, Parnham, Stockwin

**ABSENT:** Hesch

## 2 PRESENATION

### **Nevada Irrigation District Proposed Centennial Dam**

Remleh Scherzinger, General Manager and Doug Roderick, Project Engineer

Mayor Parnham introduced Mr. Scherzinger, General Manager of the Nevada Irrigation District (NID), thanking him for coming to give a brief presentation regarding the proposed dam on the Bear River.

Mr. Scherzinger presented a PowerPoint covering the current and projected needs of the NID based on impacts from shifts in rainfall and snow levels. He informed Council preliminary work for this project has already been completed over the course of many years. The Notice of Preparation of the Environmental Impact Report comment period will end April 18, 2016. Benefits of the Reservoir include water storage, green energy, mitigation, agricultural protection and recreation. The Dog Bar Road Bridge will be replaced. NID is consulting with Placer County for the best alignment for the bridge. Proceeds from hydroelectricity from Rollins Lake, bonds, grants and private investment will pay for the new facility.

Councilmember Stockwin expressed concerns about loss of riparian habitat (6 ½ miles), potential for lowering water levels to supply Southern California water demands, and the economic impact of flooding the Bear River Campground.

Mr. Scherzinger stated NID is working with property owners within the district to mitigate the loss of riparian habitat. Also, two miles of stream between the new reservoir and Rollins Lake will not be disturbed. He assured Council the water from this project is not slated for Southern California. NID is looking into the possibility of a campground on the Placer County side of the reservoir.

Councilmember Douglass stated he is in favor of putting the water to good use and creating a nice lake for recreation. He asked what potential flaw could stop the project.

Mr. Scherzinger replied the current plan is the best available as a result of 100 years of planning for a reservoir.

Mayor Pro Tem Harvey asked if NID would be bound to divert the water away from the area to save smelt. If the water will be used for the local citizens and economy, he is in favor building the dam.

Mr. Scherzinger assured Council the County of Origin has primacy for water rights and should not be required to divert water away from the area.

Mayor Parnham expressed concern about changes in traffic circulation, decreasing traffic through Colfax if the Dog Bar Bridge route is significantly altered. He asked how many parcels would be condemned through eminent domain. Also, would conservation measures be enough to decrease the need for the project?

Mr. Scherzinger replied NID is coordinating with Placer County to determine the best location for the new Dog Bar Bridge. There are actually few property owners who have not voluntarily sold their land. Although water conservation is an important aspect of any Water District's portfolio, water conservation cannot come even close to providing the benefit that the new reservoir could provide.

Jim Dion, Colfax business owner, asked if there will be a footpath from Rollins Lake to Lake Combie. Mr. Scherzinger replied there are plans for a trail to link the three lakes on the Nevada County side.

Matt Coulter from Nevada County is against the project; the draw down during dry season would be 120 yards, access would only be allowed through fee areas and the reservoir would "line the pockets" of the wealthy while adversely impacting local land owners and recreation users.

Stacie Younggren, local resident, asked when the proposed recreation areas would be announced to the public. Mr. Scherzinger stated it would be a few months before the plans are made available.