



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

REGULAR MEETING AGENDA

May 27, 2015

Regular Session begins at 7:00 PM

1) CONVENE OPEN SESSION

1A. **Pledge of Allegiance**

1B. **Roll Call**

1C. **Approval of Agenda Order**

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

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

2) ACTION ITEMS

2A. **Reject all bids for the Grass Valley Street Utility Undergrounding Project and cancel project**

STAFF PRESENTATION: Jim Fletter, Assistant City Engineer

RECOMMENDATION: 1) Adopt Resolution 18-2015 Rejecting all bids for the Grass Valley Street Utility Undergrounding Project No. 14-01 and authorize the City Clerk to return bid securities to bidders; 2) Receive accounting of funds expended to date on the project.

2B. **Reject bid and authorize staff to re-bid, for the UPRR Ped Xing and Bike Path Improvement Project, Federal Project No. STPL – 5187(007)**

STAFF PRESENTATION: Jim Fletter, Assistant City Engineer

RECOMMENDATION: 1) Reject the bid received for the UPRR Ped Xing and Bike Path Improvement Project No. 12-01.02; 2) authorize the City Clerk to return the bid security; and 3) authorize staff to re-advertise for bids.

3) CONSENT CALENDAR

RECOMMENDED ACTION: Approve Consent Calendar

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

3A. **Minutes City Council Meeting of May 13, 2015**

Recommendation: Approve the Minutes of the Regular Meeting of May 13, 2015.

3B. **Cash Summary Report April 2015**

Recommendation: Approve and File

3C. **Investment Report – First Quarter 2015**

Recommendation: Accept and File City of Colfax Quarterly Investment Report: March 31, 2015.

3D. **Audit Services Contract**

Recommendation: Adopt Resolution No. 19-2015 Authorizing the City Manager to execute an Agreement with Richardson & Co., LLP to provide Annual Audit Services for the Fiscal Year Ending June 30, 2015

4) COUNCIL, STAFF AND OTHER REPORTS

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

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

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

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



5) PUBLIC COMMENT

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

6) PUBLIC HEARINGS

NOTICE TO THE PUBLIC: City Council will take the following actions when considering a matter scheduled for hearing:

1. Open the public hearing
2. Presentation by staff
3. Council comments and questions
4. Presentation, when applicable, by applicant or appellant
5. Accept public testimony
6. Council comments and questions
7. When applicable, applicant or appellant rebuttal period
8. Close public hearing. (No public comment is taken after the hearing is closed.)
9. City Council action

Public hearings that are continued will be announced. The continued public hearing will be listed on a subsequent Council Meeting Agenda and posting of that agenda will serve as notice.

The City Council encourages the participation of the public. To ensure the expression of all points of view, and to maintain the efficient conduct of the City's business, members of the public who wish to address the Council shall do so in an orderly manner. The audience is asked to refrain from positive or negative actions such as yelling, clapping or jeering that may intimidate other members of the public from speaking. Members of the public wishing to speak may request recognition from the presiding officer by raising his or her hand, and stepping to the podium when requested to do so.

6A. **Introduction and First Reading of Ordinance No. 526: An Ordinance Of The City Of Colfax Authorizing Collection Of Delinquent Sewer Service Charges On The Placer County Secured Tax Roll For Fiscal Year 2015-2016**

STAFF PRESENTATION: Laurie Van Groningen, Finance Director

RECOMMENDED ACTION: Introduce the proposed Ordinance by title only, conduct a Public Hearing and thereafter by Motion waive the first reading and Continue for Second Reading and Adoption at the June 10th Regularly Scheduled Council Meeting to be effective 30 days thereafter.

7) COUNCIL BUSINESS

7A. **Animal Control Contract Renewal**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Approve and Adopt Resolution 20-2015: Authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services from July 1, 2015-June 30, 2017.

7B. **Greater Sacramento Area Economic Council**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Discuss the benefits and costs of becoming a member community of the Greater Sacramento Economic Council and direct Staff accordingly.

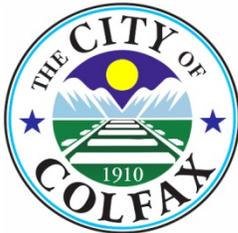
8) ADJOURNMENT

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


Lorraine Cassidy, City Clerk

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





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Jim Fletter, Assistant City Engineer

SUBJECT: Reject all bid for the Grass Valley Street Utility Undergrounding Project and cancel project

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input checked="" type="checkbox"/>	UN-FUNDED	AMOUNT: \$250,000	FROM FUND: Rule 20A & City Street Fund
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RECOMMENDED ACTION: 1) Adopt Resolution 18-2015 Rejecting all bids for the Grass Valley Street Utility Undergrounding Project No. 14-01 and authorize the City Clerk to return bid securities to bidders; 2) Receive accounting of funds expended to date on the project

ISSUE STATEMENT AND DISCUSSION:

On April 8, 2015, through Resolution 8-2015, Council authorized the City Manager to execute a construction contract with Hudson Excavation contingent upon the City entering into construction cost reimbursement agreements with PG&E, Verizon and Wave Communication (Participates). Staff provided final cost allocation (PG&E Form-B) for the project to those participants. Verizon and Wave Communication have elected to relocate their facilities through alternative pathways and chose not to participate in the undergrounding facilities.

The City's construction project would excavate the necessary trenches and place the conduit, pads and pull boxes for the participant's conductors and transformers. The participants would then relocate their above ground facilities into the new underground conduit spaces. Without the participation of Verizon and Wave Communication, there will not be enough Rule 20A funding to cover the City's and PG&E's cost. In accordance with the Rule 20A guidelines, any costs in excess of the available funds must be borne by the City. Below is the breakdown of the original estimate of participant and City costs.

Participant	Funding Source	Estimated Fund Need	Final Allocation	Balance
City	City Streets	\$ 35,091	\$ 4,515	\$ 30,576
City	Rule 20A ¹	140,000	112,856	27,144
PG&E	Rule 20A	74,909 ³	181,000	(116,091)
Verizon ²	Rule 32	49,397	49,397	0
Wave ²	Rule 32	69,204	69,204	0
Total		\$ 368,601	\$ 416,972	(\$ 48,371)

Table Notes:

¹ The City and PG&E share the Rule 20A funding allocated to the City for expense related to undergrounding of facilities.

² Verizon and Wave Communications participate through a separate funding mechanism, titled Rule 32.

³ PG&E reviewed cost estimate.

As can be seen above, there is an imbalance between the cost estimate and final costs based upon the construction bid and PG&E's stated cost to perform their portion of the work. PG&E reviewed the original estimate in August 2014 and provided favorable comment. PG&E's portion of the work includes planning, project management, design, inspection, placement of transformers, pulling of conductor and removal of overhead facilities. Upon completion of PG&E's "Form-B", used to develop the cost allocation between participants and the City, PG&E revised their internal cost estimate to \$181,000. This higher than expected cost created an initial \$48,371 funding shortfall.

In addition, when presented with the Form-B, Verizon and Wave elected to not participate in the undergrounding project and chose to relocate their above ground facilities through a different pathway. Without their participation, the cost of trenching must be reallocated to PG&E and the City. The current allocation with only PG&E's participation is shown in the following table.

Participant	Funding Source	Estimated Funding Need	Final Allocation	Balance
City	City Streets	\$ 35,091	\$ 4,515	\$ 30,576
City	Rule 20A ¹	140,000	199,065	(59,065)
PG&E	Rule 20A	74,909	181,000	(78,974)
Verizon	Rule 32	0	0	0
Wave	Rule 32	0	0	0
Total		\$ 368,601	\$ 284,580	(\$ 107,463)

Without Verizon and Wave participation, the funding shortfall increases to \$107,463. If the project proceeds, the City is required to fund the imbalance.

Based on the above information, it is Staff's recommendation that the City Council cancel the Grass Valley Street Utility Undergrounding Project, reject all bids received on March 26, 2015 and authorize the City Clerk to return all bid securities to bidders.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Council authorized a project budget of \$250,000 on March 11, 2015. All but \$35,091 of the cost was allocated from the City's Rule 20A fund balance of \$214,909, with the remainder from the City's Street Fund. Based on the current cost estimate for completion of the project, including PG&E's portion, the City would need to contribute \$169,671, which is not feasible.

Through April 2015, City has expended \$34,996 for project coordination, surveying, planning, environmental clearance, design and bidding. This cost is within the approved budget of \$45,000 for these activities.

None of the Rule 20A money has been expended and it is available to complete this project and any other utilities undergrounding project that the City chooses to complete. The completed plans and bid specifications are complete and available if the City moves forward with this project at a future date.

SUPPORTING DOCUMENTS:

Resolution 18-2015

City of Colfax

City Council

Resolution № 18-2015

REJECT ALL BIDS FOR THE GRASS VALLEY STREET UTILITY UNDERGROUNDING PROJECT

Whereas, On March 26, 2015, bids were publicly opened and read for the “Grass Valley Street Utility Undergrounding Project No. 14-01”; and,

Whereas, On April 8, 2015, Council authorized the City Manager to execute a construction contract to the low bidder contingent upon the City entering into construction cost reimbursement agreements with PG&E, Verizon and Wave Communication; and,

Whereas, Verizon and Wave Communication chose to not participate in the project and will not agree to reimburse the City for the project construction cost; and,

Whereas, the cost to the City to complete the project would exceed the City’s budget.

Now Therefore, Be It Resolved by the City Council of the City of Colfax that all bids received on March 26, 2015 for the “Grass Valley Street Utility Undergrounding Project” are rejected.

Passed and Adopted this 27th day of May by the following vote:

Ayes:

Noes:

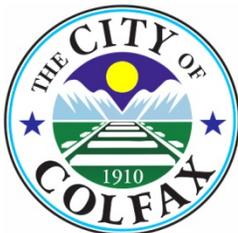
Absent:

Abstain:

Kim A. Douglass, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Reject bid and authorize staff to re-bid, for the UPRR Ped Xing and Bike Path Improvement Project, Federal Project No. STPL – 5187(007)

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input checked="" type="checkbox"/>	UNDER-FUNDED	AMOUNT: \$250,000	FROM FUND: Fed. RSTP, State PTMISEA, Local RSTP Exchange
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RECOMMENDED ACTION: 1) Reject the bid received for the UPRR Ped Xing and Bike Path Improvement Project No. 12-01.02; 2) authorize the City Clerk to return the bid security; and 3) authorize staff to re-advertise for bids.

ISSUE STATEMENT AND DISCUSSION:

The project includes the grind and placement of asphalt pavement on Grass Valley from the Main Street Intersection to S. Auburn Street, construction of pedestrian and bike improvements across the railroad tracks, accessibility improvements, and relocation of UPRR Signals. The base bid involves the relocation of the railroad crossing guards and warning flashers by Union Pacific, construction of the pedestrian improvements, Americans with Disability Act (ADA) approved ramps, and reconstruction and restriping of the roadway with traditional hot mix asphalt concrete. The four additive bid items include the removal of abandoned tracks under the roadway, placement of brick colored stamped asphalt crosswalks around the Main/Grass Valley intersection, placement of brick colored stamped concrete in the spaced between the new curb/gutter and the new sidewalk, and upgrading of the hot mix asphalt in the base bid with rubberized hot mix asphalt concrete (RHMA). The RHMA is included as an additive bid item because, for an extra cost of about 20%, the material will perform better than regular asphalt. The project will result in a safer roadway for pedestrians, bicyclists and vehicles.

On February 25, 2015 Council approved the construction plans and specifications for the federally funded UPRR Pedestrian Xing and Bike Path Improvement Project. On March 26, 2015, the City received Caltrans authorization to advertise the project for bids. The contract documents were advertised on April 1, 2015 and bids were publicly opened and read on May 14th. Only one bid was received, from Westcon Construction (bid tabulation attached). Westcon’s bid amount was \$379,420 for the base bid items and \$436,916 for the base bid plus all additives. The engineer’s base bid estimates were \$212,000 and \$252,000, respectively. The engineer’s estimate was based on recent bid results for similar work and Caltrans’ 2014 construction cost database.

The Council-approved construction funding for the work plus contingency is \$243,000. Based on the Contractor's price, the project would be over-budget by \$136,420 (56%), for just the base bid without any contingency reserved.

After the bid opening, the City Engineer contacted Caltrans local assistance who administers the federal funds on behalf of Federal Highway Administration (FHWA). The District Local Assistance Engineer, Stella Liao, stated the best option is for the City to reject the bid and re-advertise. She is concerned that any other approach may put the City at risk for federal fund ineligibility.

The City Engineer has contacted other contractors that showed interest in submitting bids but ultimately did not. A few of those contractors stated that they would submit a bid if the City re-advertised. Due to circumstances, these contractors were unable to bid the first time. The contractors were also asked about the engineer's estimate and they felt it was reasonable for the work contemplated.

Based on the above information, it is staff's recommendation that the City Council authorize the rejection of the bid from Westcon Construction, authorize the City Clerk to return their Bid Bond, and authorize staff to re-bid the project.

SCHEDULE:

The objective was for the construction project to begin and end between June 8th and August 7th to avoid potential traffic delays during the school term. With re-bidding, it is anticipate that work will not begin until July and the contractor will not complete work until September. Staff will work with the contractor to minimize traffic disruption by limiting the traffic detour hours and completing some work on weekends.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Council authorized a project construction budget of \$243,000, including contingency, on February 25, 2015. The construction funding consists of federal RSTP, state PTMISEA, and local RSTP Rural Exchange.

SUPPORTING DOCUMENTS:

Bid Tabulation

**CITY OF COLFAX
UPRR PED XING AND BIKE PATH IMPROVEMENT PROJECT
BID RESULTS**

Bid Opening: May 14, 2015

Engineer's Estimate

\$210,000

WESTCON CONST.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 19,000.00	\$ 19,000.00
2	Railroad Right-of-Entry Permit, Insurance & Flagging	1	LS	\$ 38,500.00	\$ 38,500.00
3	Traffic Control	1	LS	\$ 17,950.00	\$ 17,950.00
4	Water Pollution Control Plan & Implementation	1	LS	\$ 14,250.00	\$ 14,250.00
5	Construct Concrete Curb & Gutter	280	LF	\$ 140.00	\$ 39,200.00
6	Construct Concrete Sidewalk	1300	SF	\$ 20.00	\$ 26,000.00
7	Construct Comm Dwy (incl. Swk)	800	SF	\$ 25.00	\$ 20,000.00
8	Construct Type C Corner Ramp	1	EA	\$ 7,000.00	\$ 7,000.00
9	Install ADA detectable warning surface (5'x3')	15	EA	\$ 500.00	\$ 7,500.00
10	Place and compact soil between CGS & Sidewalk	1	LS	\$ 4,000.00	\$ 4,000.00
11	Construction Storm Drainage Facilities	1	LS	\$ 21,000.00	\$ 21,000.00
12	Road Dig-Out	720	SF	\$ 20.00	\$ 14,400.00
13	Asphalt Grinding	15000	SF	\$ 2.50	\$ 37,500.00
14	1/2" Type A PG 64-16 HMAC Leveling Course	228	TON	\$ 190.00	\$ 43,320.00
15	1/2" Type A PG 64-16 HMA Final Course	341	TON	\$ 150.00	\$ 51,150.00
16	Install Pedestrian Barrier	1	LS	\$ 9,500.00	\$ 9,500.00
17	Install Signs, Posts and Markers	1	LS	\$ 2,800.00	\$ 2,800.00
18	Lane and Legend Thermostriping	1	LS	\$ 5,900.00	\$ 5,900.00
19	4" Parking Stripes	300	LF	\$ 0.50	\$ 150.00
20	Curb Painting	300	LF	\$ 1.00	\$ 300.00
TOTAL FOR BASE BID ITEMS:					\$ 379,420.00

Additive Alternates					
1A	Excavation & Dispose of Tracks (Sheet 3, Add Alt 2)	1	LS	\$ 20,000.00	\$ 20,000.00
2A	Install stamped colored asphalt crosswalk (Sheet 5, Add Alt 1)	1783	SF	\$ 7.00	\$ 12,481.00
3A	Place Stamped Concrete (Sheet 3, Add Alt. 1)	1090	SF	\$ 12.00	\$ 13,080.00
4A	Replace HMA Final Course with RHMA	341	TON	\$ 35.00	\$ 11,935.00
TOTAL FOR ADDITIVE ALTERNATE BID ITEMS:					\$ 57,496.00

BASIS OF AWARD (BASE BID + ADDITIVE ITEMS)	\$ 436,916.00
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City of Colfax
City Council Minutes
Regular Meeting of Wednesday, May 13, 2015
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CALL REGULAR MEETING TO ORDER

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

1A. **The Pledge of Allegiance** was led by Councilmember Hesch.

1B. **Roll Call:**

Councilmembers present: Delfino, Harvey, Hesch, and Parnham

Councilmembers absent: Mayor Douglass (arrived at 8:49 PM)

1C. **Approval of Agenda:**

On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council approved the agenda.

AYES: Delfino, Harvey, Hesch, Parnham

NOES: None

ABSENT: Douglass

2 CONSENT CALENDAR

2A. **Minutes City Council Meeting of April 22, 2015**

Recommendation: Approve the Minutes of the Regular Meeting of December 10, 2014.

Councilmember Delfino requested that the minutes be pulled from the Consent Calendar. Councilmember Delfino inquired what a “pooled trip” referred to in the discussion about the Dollar General project. City Manager Miller informed him that a pooled trip refers to a trip which includes multiple destinations, rather than a single destination.

On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council approved the Minutes of April 22, 2015.

AYES: Delfino, Harvey, Hesch, Parnham

NOES: None

ABSENT: Douglass

3 COUNCIL, STAFF AND OTHER REPORTS

3A. **Committee Reports and Informational Items – All Council Members**

Councilmember Harvey

- Nothing to report

Councilmember Delfino

- Reported that he had attended the Economic Development and Branding workshop and commended staff for a job well-done in spite of the power outage.

Councilmember Hesch

- Thanked the public for participating in the Big Day of Giving.
- Attended an exciting planning meeting for the upcoming Railroad Days event. There were several new people in attendance with new ideas.
- Stated that as of today, Placer County Water Agency is limiting landscape watering to two days per week and prescribing other water savings. There will be more details soon.
- Attended the Economic Development and Branding workshop with over 65 Colfax business and property owners. It was an excellent presentation and hopefully will move the City forward economically.
- Reported that under the leadership of Mayor Douglass and staff the gazebo park has become a more family-friendly spot. Encouraged the public to take time to enjoy the park.
- The first Art Walk of the season was well attended. It is a fun, family-friendly event.
- Asked City Manager Miller to give an update of the construction projects.
- Thanked Staff for including funding information in the staff reports.

City Manager Miller stated that PCWA will give a presentation on the drought for the City soon; Staff will send notices about the presentation as soon as it is scheduled. In all likelihood, the Splash Park will remain closed this summer as the water does not recycle. The City will endeavor to keep the ballpark grass green.

Mayor Pro Tem Parnham

- The Dos de Mayo event on May 2nd was well attended and very fun.

3B. Operations Updates – City Staff

City Manager Miller

- There was a good turnout for the first Art Walk of the season last Friday. The Art Walk continues every second Friday of the Month through August.
- The Economic Development and Branding workshop was well attended despite the town-wide power outage. Staff counted 70 attendees and received lots of positive feedback. A video will be available on the website soon and possibly will be shown on the cable channel as well.
- Staff is working to upgrade the video and audio coverage for Council Meetings.
- A previously approved billboard is being installed at the old Dingus McGee site.
- The Wastewater Treatment Plant remains offline with some turbidity. Staff is using this as an opportunity to re-configure the plant in order to better handle the low flows predicted this summer due to the drought.
- Placer County Transportation Planning Agency (PTCPA) is very supportive of helping Colfax with funding of street improvements and has offered to do an outreach workshop in town.
- The Dollar General project was delayed due to their issues with title insurance and right of way access. Staff sent documentation to assist with the issue and we are hoping the project will be underway soon.

- The two summer projects are the undergrounding of utilities at Main Street and Grass Valley Street, and the Railroad Crossing on Grass Valley Street. The undergrounding project has been cancelled because Wavecable and Verizon pulled out of the project; leaving a budget deficit. Bid opening is tomorrow for the Railroad Crossing project.
- As a result of the Economic Development and Branding workshop and at the suggestion of participants, staff is proposing that City Hall get a facelift with fresh paint and a new sign. The sign needs to be replaced or altered since the Sheriff sub-station has moved.

Councilmember Delfino asked if the City has been re-designated as a Disadvantaged Community. City Manager Miller responded that Colfax is considered a Disadvantaged Community when using a different metric than reported at the last meeting. Councilmember Delfino gave Council a report from the League of CA Cities regarding a new CA Assembly Bill that will re-establish redevelopment funding for Disadvantaged Communities if signed into law. He handed out a statement from the League of CA Cities.

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

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

- The new Commander, Dave Jenkins, is very proactive and wants to be involved with the community. He is planning to start an informal meet and greet event at a local coffee shop to give residents an opportunity to know the CHP officers.
- A Bike Rodeo will be held on May 29th at the Alta/Dutch Flat School. CHP plans to schedule a similar event in Colfax this summer or fall.
- CHP is promoting the Sober Grad Night at the Sierra Vista Community Center.

Councilmember Delfino thanked Officer Nave for his service to the youth of Colfax by being a leader in several sports leagues.

Chris Paulus, Colfax Fire Chief

- Colfax has had no significant emergencies recently, but there have been a few incidents nearby.
- Caltrans will be conducting fuel reduction along I-80 this summer. This may cause some concern among the public because thinning of wooded areas can be unpopular. However, it is necessary to prevent huge fires such as the 2014 King Fire.

Mayor Pro Tem Parnham asked about the cause of the I-80 Applegate Fire last year. Chief Paulus responded that he surmises that it was a catalytic converter failure.

Frank Klein, Colfax Chamber of Commerce President

- Held the first ribbon cutting in the last five years for Dr. Sheena Boyd. The newspaper covered the event.
- The Tuesday night Mixer hosted by the Lions and Lioness Clubs went very well.
- Councilmembers should be receiving recorded phone messages and email reminders about Chamber events.
- Mr. Klein thanked Staff for the dynamic Economic Development workshop. He heard some good points and hopes to see follow up from the local businesses.

4 PUBLIC COMMENT

Daniel Crenshaw, resident:

- Asked if the Notice of Intent for the Quiet Zone had been filed. City Manager Miller stated that the railroad has received the notice.
- Asked that the sinkhole on Grass Valley Street be filled. City Manager Miller replied that Staff is monitoring that spot in the road and will repair it if necessary before the start of the Grass Valley Street Railroad Crossing Project construction.

Foxy McCleary, resident:

- Announced the second annual Chocolate, Wine and Art Indulgence event will be held Saturday, June, 27 from 6-9 PM at the SVCC. Tickets are on sale now. Councilmember Hesch thanked Foxy and the Colfax Garden Club for their efforts to water the hanging plants.

Jeannie Claxton, 285 Alpine Way:

- Thanked Council for the new sign at the corner of South Auburn and Hwy 174.
- Asked if progress had been made finding a new location for the caboose in order to make room for more family friendly picnicking at Roy Tom's Plaza. Councilmember Hesch replied that all of the previously mentioned sites were not available because they were too close to the railroad right of way.
- Commented that if grant funds are available to Colfax as a Disadvantaged Community, then perhaps the moneys could be used towards a pool which would be good for both kids and seniors.

Tim Ryan, 300 S Main St:

- Thanked Council for the Economic Development workshop and offered to be on a follow-up committee. He stated that City Hall will be the case study for improving the exterior of a building and that Connie's Creative Corner will be the example for an interior makeover. It is a good time for the City to prosper and get more business.

City Manager Miller responded that the City will post a video of the workshop on the website within the week, and then reconvene in an open forum to monitor progress. Rather than forming a committee to dictate to businesses, the City will facilitate private sector progress towards improving the economic environment.

5 COUNCIL BUSINESS

5A. City Sewer Service Charge Billing Options

STAFF PRESENTATION: Laurie Van Groningen, Finance Director

RECOMMENDATION: For discussion only

Finance Director Van Groningen explained that the current process of utility billing is time intensive and inefficient. This subject is sensitive but it might be worth changing the processing of bills manually on a bi-monthly basis to placing the sewer fees on the tax rolls. Advantages include increased efficiency and more time for staff to spend on other City business. Disadvantages include a loss of revenue from delinquency and fines. Council discussed the concept and expressed concerns with the hardship to residents of making one or two larger payments. Council requested that staff look into the cost of new software, either created in-house or purchased. Members of the public, Beth Gibbons, Foxy McCleary, and Ted Back, spoke against placing the sewer bills on the

tax rolls. Jeannie Claxton suggested giving residents a choice. Finance Director Van Groningen thanked everyone for their input. City Manager Miller added that he is aware of other jurisdictions with utility billing on the tax rolls and noted that in general it is a popular option. Staff will take recommendations from this discussion and explore technological improvements which could make the process more efficient. City Attorney Cabral noted that it would be an advantage for the City to no longer function as a collection agency. Council thanked the public for expressing their opinions and stated that this is a topic that would need more discussion before considering implementation.

5B. Proposed Fire Protection Agreement with the County of Placer for Fire Protection and Discussion of Fire Support Staffing

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Approve Resolution No. 15-2015: Authorizing the City Manager to execute a Fire Protection Agreement with the County of Placer for Fire Management and Oversight Services from July 1, 2015 through June 30, 2018.

City Manager Miller stated that Placer County has suggested a contract for Fire Services which would extend to three years at the same cost as the current contract, subject to extraordinary circumstances. Fire Marshall Services will also remain the same as last year based on hours needed and billed on a quarterly basis.

Fire Chief Chris Paulus informed Council that this contract includes dispatch, a fire chief available at all times, investigation services, and access to all Cal-fire assets. These are significant benefits to the City which would normally cost in excess of \$50,000 annually. Maintaining the Volunteer Fire Department is important for Economic Development; residents and businesses have lower insurance rates as long as meticulous records are kept. This contract does not cover the cost of record keeping, so Chief Paulus suggested the City hire a part-time employee. He reported that the volunteer fire department is operationally very effective and has saved 3 homes this year.

Councilmember Harvey asked what equipment will need to be purchased for the volunteer fire department within the next 2 years. Chief Paulus stated that the biggest need is a new squad truck. Staff will come to Council within two months with bids for purchasing the truck. The department also needs a new set of protective gear for each volunteer which could total about \$50,000. The Department needs a fire engine at a cost between \$250,000 and \$500,000. Unfortunately, the current facility would not be big enough to house a new engine. Grant funding is becoming more complicated to obtain and often requires matching funding.

On a motion by Councilmember Harvey, seconded by Councilmember Delfino, the City Council approved Resolution 15-2015 Authorizing the City Manager to execute a Fire Protection Agreement with the County of Placer for Fire Management and Oversight Services from July 1, 2015 through June 30, 2018 with minor clarifications.

AYES: Delfino, Harvey, Hesch, Parnham

NOES: None

ABSENT: Douglass

5C. **Placer County Sheriff Contract Renewal**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Discuss and Direct Staff to implement a renewal option as appropriate.

City Manager Miller requested that Council determine the parameters for the Sheriff Contract which must be in place by June 30th. The contract is due to the County before June 1st. How does the Council prefer to handle the increased costs of providing Law Enforcement – continue with the reduced hours which have been in place since last July, an increase of 0.8% for a total expenditure of \$608,319; return to the previous hours, an increase of 6.06% for a total of \$640,064; or a hybrid level of service between the two?

Councilmember Delfino and Councilmember Harvey both stated that they would prefer to go back to full service hours. Councilmember Harvey stated that public safety is his primary concern. Councilmember Delfino added that he would like to be involved as a member of the negotiation team so that the City Manager is not the only person involved in the contract. Mayor Pro Tem Parnham stated that he is happy with the current service level. Jeannie Claxton asked if the Officers were exclusively patrolling within City limits during service hours and how many hours have been reduced from full service. City Manager Miller replied that the City shares patrol with surrounding areas and the reduced hours are about 8 each week.

At 8:49 PM Mayor Douglass joined the meeting.

Mayor Douglass stated that he was content with Sheriff Service hours as is.

Councilmember Delfino asked what the difference in cost would be for a hybrid plan. City Manager Miller stated that it would be about a \$16,000 difference.

On a motion by Councilmember Delfino, seconded by Councilmember Harvey, the City Council held a roll call vote to approve the Sheriff contract with modified reduced hours at a cost of approximately \$624,000.

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

The motion failed. City Manager Miller stated that a different option would need to be approved. Councilmember Hesch stated that the City needs to hold the line on Law Enforcement costs.

On a motion by Councilmember Hesch, seconded by Mayor Douglass, the City Council held a roll call vote to approve the Sheriff contact at the current reduced hours for a cost of \$608,319.

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

The motion passed.

5D. **Dingus McGee Abatement and Agreement for Sewer Connection and Fee Credit Continuance**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Approve and Adopt Resolution 17-2015: Confirming an Understanding Regarding the Sewer Impact Fees and City Development Mitigation Fees for the Property at 2121 South Auburn Street

City Manager Miller stated that the owner of the building at 2121 S Auburn Street responded positively to the abatement letter sent to him in February. He has agreed to demolish the derelict building on the site and has asked that the City grandfather the sewer EDU's and impact fees with the provision that a new building is constructed on the site within 5 years. This helps the community by eliminating a health and safety nuisance and giving the owner an incentive to rebuild. The wording of the agreement needs to be modified to reflect that it will transfer to a new owner if the property is sold. City Attorney Cabral stated that this is not an unusual agreement for a situation such as this.

On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council adopted Resolution 17-2015: Confirming an Understanding Regarding the Sewer Impact Fees and City Development Mitigation Fees for the Property at 2121 South Auburn Street.

AYES: Delfino, Douglass, Harvey, Hesch, Parnham

NOES: None

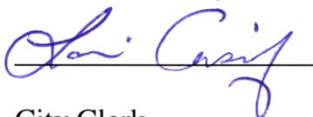
ABSENT: None

7 ADJOURNMENT

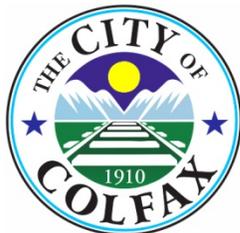
Councilmember Delfino moved and Councilmember Hesch seconded the motion to adjourn the meeting. Mayor Pro Tem Parnham adjourned the meeting at 9:07 PM

Respectfully submitted to City Council this 27th day of May, 2015

Lorraine Cassidy



City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: May 13, 2015
SUBJECT: City of Colfax Cash Summary Report: April 2015

<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: April 2015.

SUMMARY:

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

BACKGROUND AND ANALYSIS:

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

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

CONCLUSION:

The attached reports reflect an overview of the financial transactions of the City of Colfax in April 2015.

Monthly highlights include:

- General Fund Reserved Cash is tracking consistently with previous years. The decrease in April is primarily due to the quarterly payment for Sheriff Services.
- Expect an increase in cash balances in May due to the second installment of property taxes/delinquent sewer bill payments via the Teeter program.

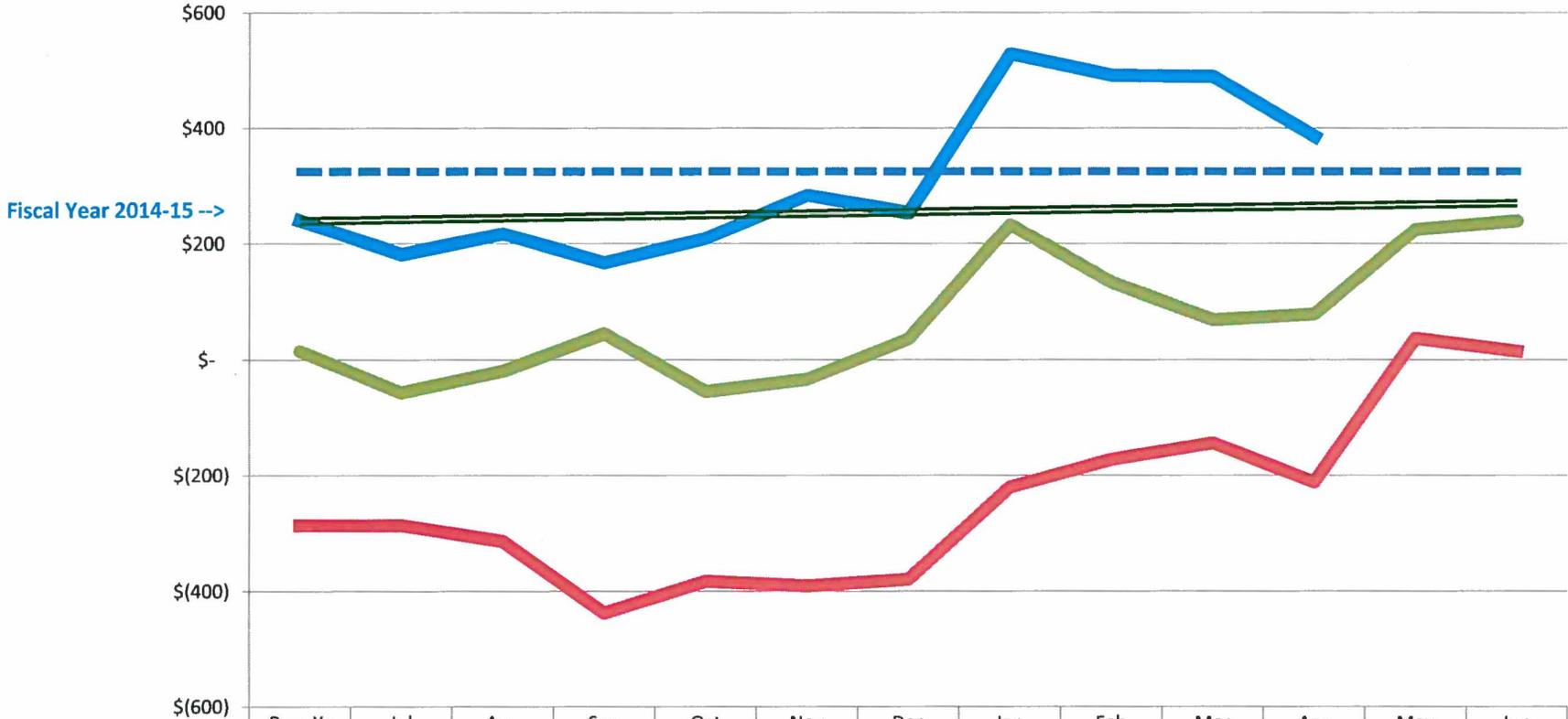
ATTACHMENTS:

1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports – April 2015
 - a. Cash Summary
 - b. Cash Transaction Report – by individual fund
 - c. Check Register Report
 - d. Daily Cash Summary Report

City of Colfax - April 2015

General Fund Reserved Cash Analysis

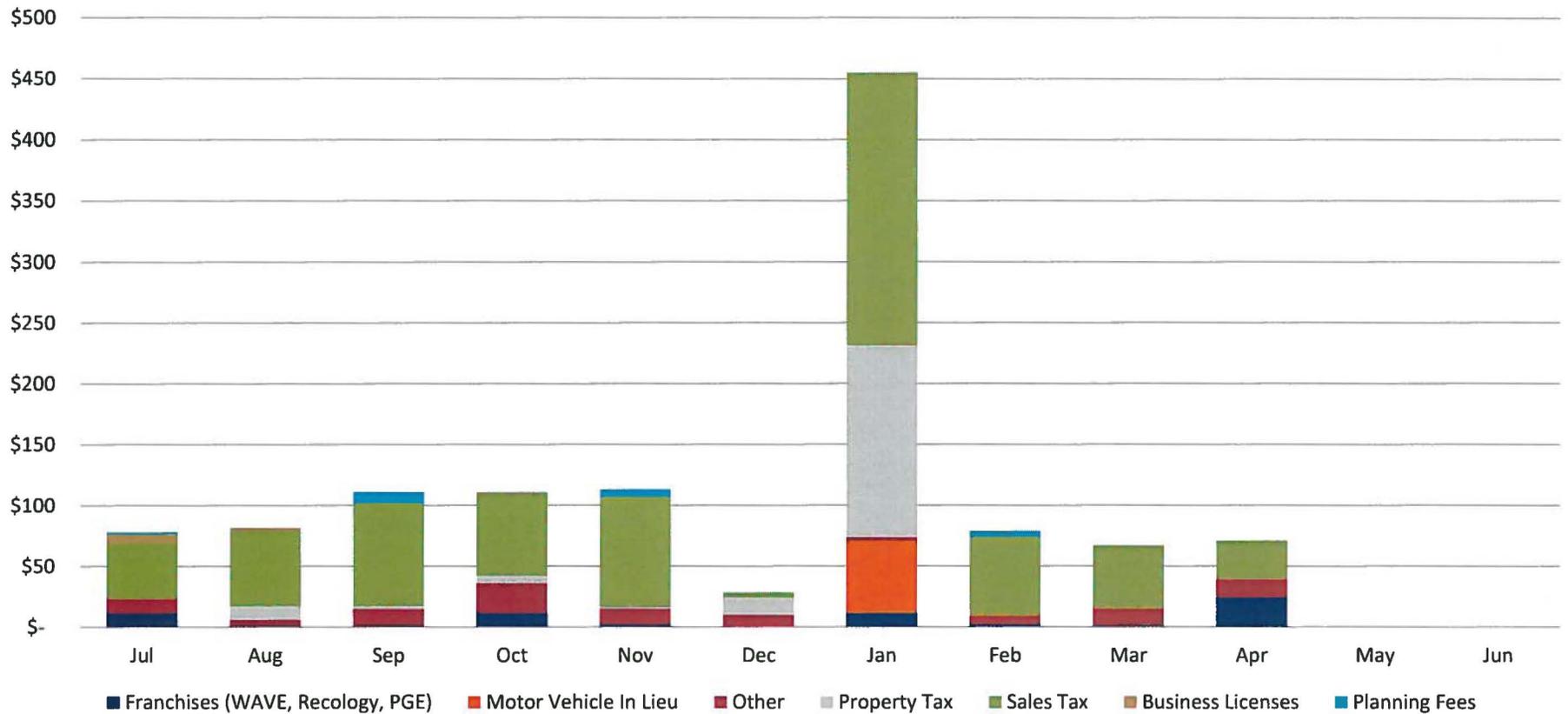
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385		
— Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
— Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
- - - *Reserves Target 25%	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	325
— Budget FY2015	\$240	\$243	\$245	\$248	\$250	\$253	\$255	\$258	\$260	\$263	\$265	\$268	270

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

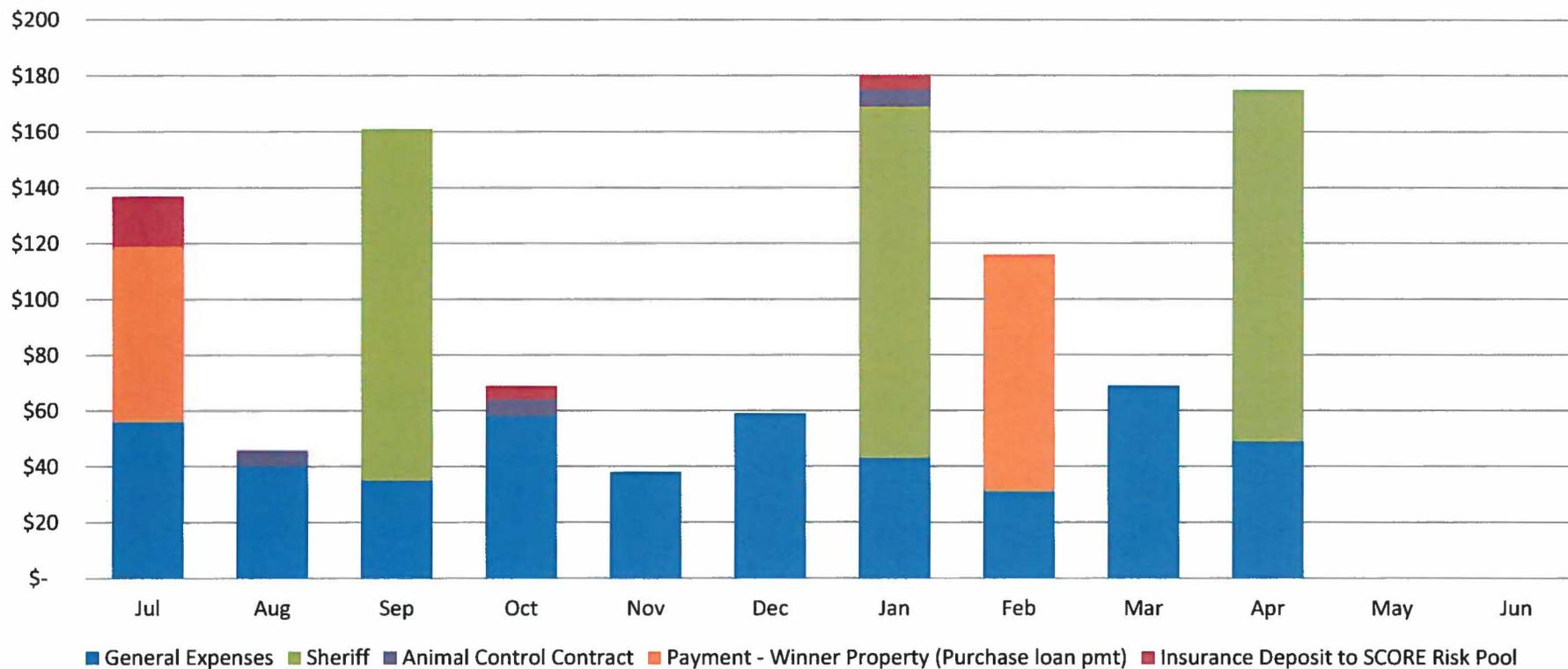
City of Colfax - April 2015 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



City of Colfax - April 2015

General Fund Reserved Cash - Expenses by Month

(Dollars in Thousands)



City of Colfax
Cash Summary
April 30, 2015

	Balance 03/31/15	Revenues In	Expenses Out	Transfers	Balance 04/30/15
US Bank	\$ 211,468.61	\$ 292,065.24	\$ (295,655.88)	\$ (50,000.00)	\$ 157,877.97
LAIF	\$ 2,744,549.99	\$ 1,695.64		\$ 50,000.00	\$ 2,796,245.63
LAIF - County Loan	\$ -				\$ -
Total Cash - General Ledger	\$ 2,956,018.60	\$ 293,760.88	\$ (295,655.88)	\$ -	\$ 2,954,123.60
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 2,956,318.60	\$ 293,760.88	\$ (295,655.88)	\$ -	\$ 2,954,423.60

Change in Cash Account Balance - Total \$ (1,895.00)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (258,516.20)	
3. Cash Receipts - Daily Cash Summary Report	\$ 139,964.98	
Payroll Checks and Tax Deposits	\$ (36,952.62)	
Utility Billings - Receipts	\$ 152,074.33	
Interest Earnings - LAIF	\$ 1,695.64	
Bank Service Charges/Paypal/Void	\$ (161.13)	
	<u>\$ (1,895.00)</u>	0.00

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

Reviewed by: Mark Miller
Mark Miller, City Manager

City of Colfax
Cash Transactions Report - April 2015

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 751,131.92	\$ 58,494.26	\$ (174,621.58)	\$ 635,004.60
Fund: 120 - Land Development Fees	\$ 19,010.27	\$ -	\$ (170.00)	\$ 18,840.27
Fund: 570 - Garbage Fund	\$ (281,306.92)	\$ 12,343.83	\$ -	\$ (268,963.09)
Fund Type: 1.11 - General Fund - Unassigned	\$ 488,835.27	\$ 70,838.09	\$ (174,791.58)	\$ 384,881.78
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 30,767.26	\$ -	\$ -	\$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 756,655.01	\$ 15,549.22	\$ (2,358.20)	\$ 769,846.03
Fund Type: 1.14 - General Fund - Restricted	\$ 787,422.27	\$ 15,549.22	\$ (2,358.20)	\$ 800,613.29
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 3,888.63	\$ 1,303.22	\$ -	\$ 5,191.85
Fund: 211 - Mitigation Fees - Drainage	\$ 2,985.97	\$ 49.71	\$ -	\$ 3,035.68
Fund: 212 - Mitigation Fees - Trails	\$ 41,436.80	\$ 810.65	\$ -	\$ 42,247.45
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 91,874.97	\$ 4,063.43	\$ -	\$ 95,938.40
Fund: 214 - Mitigation Fees - City Bldgs	\$ 445.99	\$ 494.26	\$ -	\$ 940.25
Fund: 215 - Mitigation Fees - Vehicles	\$ 231.04	\$ 94.14	\$ -	\$ 325.18
Fund: 217 - Mitigation Fees - DT Parking	\$ 26,074.47	\$ 434.88	\$ -	\$ 26,509.35
Fund: 218 - Support Law Enforcement	\$ 8,639.08	\$ 11,114.75	\$ (25,000.00)	\$ (5,246.17)
Fund: 241 - CDBG Housing Rehabilitation	\$ 94,335.06	\$ 53.84	\$ -	\$ 94,388.90
Fund: 244 - CDBG MicroEnterprise Lending	\$ 118,594.88	\$ 67.45	\$ -	\$ 118,662.33
Fund: 250 - Streets - Roads/Transportation	\$ (42,853.75)	\$ -	\$ (6,266.59)	\$ (49,120.34)
Fund: 253 - Gas Taxes	\$ 65,625.66	\$ 9,036.28	\$ (1,452.61)	\$ 73,209.33
Fund: 270 - Beverage Container Recycling	\$ 33,012.43	\$ 18.84	\$ -	\$ 33,031.27
Fund: 280 - Oil Recycling	\$ 179.92	\$ 5,000.26	\$ (273.12)	\$ 4,907.06
Fund: 286 - Community Projects	\$ 5,239.65	\$ 3.00	\$ -	\$ 5,242.65
Fund: 292 - Fire Department Capital Funds	\$ 61,110.89	\$ 533.84	\$ -	\$ 61,644.73
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 510,821.69	\$ 33,078.55	\$ (32,992.32)	\$ 510,907.92
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	\$ 26,504.91	\$ 22.20	\$ (1,273.37)	\$ 25,253.74
Fund: 360 - Rule 20A Undergrounding	\$ (12,833.44)	\$ -	\$ (182.10)	\$ (13,015.54)
Fund: 370 - North Main Street Bike Route	\$ (325.00)	\$ -	\$ (0.07)	\$ (325.07)
Fund Type: 1.34 - Capital Projects - Restricted	\$ 13,346.47	\$ 22.20	\$ (1,455.54)	\$ 11,913.13
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 260,546.88	\$ 67,132.49	\$ (61,470.12)	\$ 266,209.25
Fund: 561 - Sewer Liftstations	\$ 353,236.30	\$ 17,850.26	\$ (15,938.12)	\$ 355,148.44
Fund: 563 - Wastewater Treatment Plant	\$ 320,728.83	\$ 41,558.13	\$ -	\$ 362,286.96
Fund: 564 - Sewer Connections	\$ -	\$ 6,320.00	\$ -	\$ 6,320.00
Fund: 565 - General Obligation Bond 1978	\$ 24,382.29	\$ 17.31	\$ (6,650.00)	\$ 17,749.60
Fund: 567 - Inflow & Infiltration	\$ 196,698.60	\$ 41,394.63	\$ -	\$ 238,093.23
Fund Type: 2.11 - Enterprise Funds - Unassigni	\$ 1,155,592.90	\$ 174,272.82	\$ (84,058.24)	\$ 1,245,807.48
Grand Totals:	\$ 2,956,018.60	\$ 293,760.88	\$ (295,655.88)	\$ 2,954,123.60

Check Register Report

ITEM 3B

Checks Processed April 2015

Date: 7 of 11
05/04/2015
Time: 4:39 pm
Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
50711	04/02/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	Temparary Staffing	613.44
50712	04/02/2015	Printed		02831	BOARD OF EQUALIZATION	2014 Sales Tax	1,063.00
50713	04/02/2015	Printed		04234	DE LANG LANDEN	Copy Machine Contract 2/15-3/1	350.41
50714	04/02/2015	Printed		09455	INLAND BUSINESS SYSTEMS	Copy MACHine 2/27-3/27	236.29
50715	04/02/2015	Printed		12110	LABOR READY	Labor Ready Services	786.40
50716	04/02/2015	Printed		06011	PELLETREAU, ALDERSON & CABRAL	March 2015	4,385.40
50717	04/02/2015	Printed		16200	PLACER COUNTY SHERIFF DEPT.	Sheriff's Contract QI FY 14/15	150,872.00
50718	04/02/2015	Printed		19320	SOLENIS	WWTP Chemicals	788.51
50719	04/02/2015	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	Health Insurance April 2015	3,812.00
50720	04/02/2015	Printed		21500	USA BLUE BOOK, INC	WWTP Supplies	146.72
50721	04/02/2015	Printed		22106	VAN GRONINGEN & ASSOCIATES	Finanance Consultant Mar. 2015	6,678.75
50722	04/02/2015	Printed		22115	VERIZON CALIFORNIA	Phone WWTP	179.97
50723	04/17/2015	Printed		01414	ALHAMBRA & SIERRA SPRINGS	Water City Hall	104.45
50724	04/17/2015	Printed		01460	AMERIPRIDE UNIFORM SERVICE	Uniforms/ Supplies	176.20
50725	04/17/2015	Printed		01661	ARC	UPRR Ped Xing Document Scan	649.62
50726	04/17/2015	Printed		01766	AT&T MOBILITY	Allocated in A/P	397.10
50727	04/17/2015	Printed		01785	AUBURN JOURNAL, INC.	News Paper Subscription 52 wks	157.00
50728	04/17/2015	Printed		30018	TRAVIS BERRY	Travel Luggage Scale City Hall	10.74
50729	04/17/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	Allocated in A/P	1,226.88
50730	04/17/2015	Printed		03164	CASH- PETTY CASH REIMBURSEMENT	Petty Cash Reimbursement	29.38
50731	04/17/2015	Printed		03497	COLFAX THEATER	Use of Theater for Mtg.	100.00
50732	04/17/2015	Printed		03790	CVCWA-CENTRAL VALLEY CLEAN	CVCWA Annual Conference	100.00
50733	04/17/2015	Printed		06420	FISHER'S WASTEWATER SERVICES	WWTP Operations 3/1-3/31 2015	16,924.82
50734	04/17/2015	Printed		07460	GOLD COUNTRY MEDIA	Public Hearing Notice	1,198.30
50735	04/17/2015	Printed		08050	HACH COMPANY	WWTP Testing	250.19
50736	04/17/2015	Printed		08170	HILLS FLAT LUMBER CO	Invoices 2/26/15-3/24/15	998.88
50737	04/17/2015	Printed		08660	HUNT AND SONS, INC.	Allocated in A/P	332.31
50738	04/17/2015	Printed		12110	LABOR READY	Labor Ready Services	786.40
50739	04/17/2015	Printed		12213	LIGHTS & ELECTRIC	Refund a Building Permit	63.75
50740	04/17/2015	Printed		16035	PG&E	Service for 2/24-3/24	14,686.86
50741	04/17/2015	Printed		16200W	PLACER COUNTY SHERIFFS DEPT.	PCSO Phone March 2015	41.50
50742	04/17/2015	Printed		16500	PLACER OPERATIONAL AREA	Fire Protection Q3 1/1-3/31 '1	5,488.90
50743	04/17/2015	Printed		18400	RIEBES AUTO PARTS	Allocated in A/P	434.49
50744	04/17/2015	Printed		20078	THOMAS A. PARILO & ASSOCIATES	Planning Services	1,703.75
50745	04/17/2015	Printed		21560	US BANK CORPORATE PMT SYSTEM	4246-0441-0252-1717	6,529.51
50746	04/17/2015	Printed		21695	USDA, RURAL DEVELOPMENT	Interest	6,650.00
50747	04/17/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	Internet/Phone City Hall	273.89
50748	04/17/2015	Printed		23301	WESTERN PLACER WASTE	Sludge Removal March 2015	1,028.80
50749	04/17/2015	Printed		23450	WINNER CHEVROLET, INC.	WWTP Truck Repair	96.52
50750	04/17/2015	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	Internet WWTP May 2015	99.95
50751	04/17/2015	Printed		05220	ENVIRONMENTAL LEVERAGE INC	Lift Station Chemicals	280.15
50752	04/17/2015	Printed		08159	HILL BROTHERS CHEMICAL CO.	Chemicals	6,688.65
50753	04/17/2015	Printed		18080	RAIN FOR RENT	Lift Station 2 Delivery & Inst	4,580.25
50754	04/17/2015	Printed		18193	RECOLOGY AUBURN PLACER	Debris Box Rental Mar '15	1,150.00
50755	04/17/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	Internet City Hall	182.95
50756	04/27/2015	Printed		01448	AMERIGAS - COLFAX	Propane Fire Dept	15.39
50757	04/27/2015	Printed		01661	ARC	UPRR Ped Crossing Doc Manageme	55.20
50758	04/27/2015	Printed		30018	TRAVIS BERRY	Expense Report	196.86
50759	04/27/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	Temparary Staffing	613.44

Check Register Report

ITEM 3B

Checks Processed April 2015

Date: 8 of 11
05/04/2015
Time: 4:39 pm
Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
50760	04/27/2015	Printed		02084	BRIGIT S. BARNES & ASSOCIATES	Planning Services March 2015	802.70
50761	04/27/2015	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP Monitoring March 2015	2,538.00
50762	04/27/2015	Printed		07460	GOLD COUNTRY MEDIA	Public Notice UPRR Ped Xing	496.60
50763	04/27/2015	Printed		08660	HUNT AND SONS, INC.	Allocated in A/P	252.00
50764	04/27/2015	Printed		12110	LABOR READY	Spread in A/P	1,277.90
50765	04/27/2015	Printed		19390	MAR-VAL'S SIERRA MARKET	WWTP Supplies & Maint.	54.76
50766	04/27/2015	Printed		16139	PLACER COUNTY ADMINISTRATIVE	Animal Control 4/1-6/30 2015	6,448.62
50767	04/27/2015	Printed		19900	T & T VALVE AND INSTRUMENT	Lift Station 2 Check Valve	2,301.14
50768	04/27/2015	Printed		21500	USA BLUE BOOK, INC	WWTP Supplies	128.51

Total Checks: 58 **Checks Total (excluding void checks): 258,516.20**

Total Payments: 58 **Bank Total (excluding void checks): 258,516.20**

Total Payments: 58 **Grand Total (excluding void checks): 258,516.20**

DAILY CASH SUMMARY REPORT

ITEM 3B

Page 11
5/13/2015
8:46 am

04/01/2015 - 04/30/2015

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
04/08/2015	Daily Totals	2,163.86	0.00	2,163.86
04/17/2015	Daily Totals	13,155.74	0.00	13,155.74
04/23/2015	Daily Totals	3,277.14	0.00	3,277.14
04/27/2015	Daily Totals	38,788.68	0.00	38,788.68
04/30/2015	Daily Totals	369.85	0.41	369.44
Fund: 100 - General Fund		TOTALS:	57,755.27	0.41
Fund: 210 - Mitigation Fees - Roads				
04/23/2015	Daily Totals	1,301.00	0.00	1,301.00
Fund: 210 - Mitigation Fees - Roads		TOTALS:	1,301.00	0.00
Fund: 211 - Mitigation Fees - Drainage				
04/23/2015	Daily Totals	48.00	0.00	48.00
Fund: 211 - Mitigation Fees - Drainage		TOTALS:	48.00	0.00
Fund: 212 - Mitigation Fees - Trails				
04/23/2015	Daily Totals	787.00	0.00	787.00
Fund: 212 - Mitigation Fees - Trails		TOTALS:	787.00	0.00
Fund: 213 - Mitigation Fees - Parks/Rec				
04/23/2015	Daily Totals	4,011.00	0.00	4,011.00
Fund: 213 - Mitigation Fees - Parks/Rec		TOTALS:	4,011.00	0.00
Fund: 214 - Mitigation Fees - City Bldgs				
04/23/2015	Daily Totals	494.00	0.00	494.00
Fund: 214 - Mitigation Fees - City Bldgs		TOTALS:	494.00	0.00
Fund: 215 - Mitigation Fees - Vehicles				
04/23/2015	Daily Totals	94.00	0.00	94.00
Fund: 215 - Mitigation Fees - Vehicles		TOTALS:	94.00	0.00
Fund: 217 - Mitigation Fees - DT Parking				
04/23/2015	Daily Totals	420.00	0.00	420.00

Limited to include: JE Types of: CR

DAILY CASH SUMMARY REPORT

ITEM 3B

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5/13/2015

8:46 am

04/01/2015 - 04/30/2015

City of Colfax

		Debit	Credit	Net Chng
Fund: 217 - Mitigation Fees - DT Parking				
TOTALS:		420.00	0.00	420.00
Fund: 218 - Support Law Enforcement				
04/27/2015	Daily Totals	11,114.75	0.00	11,114.75
TOTALS:		11,114.75	0.00	11,114.75
Fund: 253 - Gas Taxes				
04/08/2015	Daily Totals	4,452.02	0.00	4,452.02
04/30/2015	Daily Totals	4,547.86	0.00	4,547.86
TOTALS:		8,999.88	0.00	8,999.88
Fund: 280 - Oil Recycling				
04/23/2015	Daily Totals	5,000.00	0.00	5,000.00
TOTALS:		5,000.00	0.00	5,000.00
Fund: 292 - Fire Department Capital Funds				
04/23/2015	Daily Totals	498.96	0.00	498.96
TOTALS:		498.96	0.00	498.96
Fund: 560 - Sewer				
04/17/2015	Daily Totals	61.33	0.00	61.33
04/27/2015	Daily Totals	13,114.84	0.00	13,114.84
TOTALS:		13,176.17	0.00	13,176.17
Fund: 561 - Sewer Liftstations				
04/08/2015	Daily Totals	1,221.00	0.00	1,221.00
04/23/2015	Daily Totals	814.00	0.00	814.00
TOTALS:		2,035.00	0.00	2,035.00
Fund: 564 - Sewer Connections				
04/23/2015	Daily Totals	6,320.00	0.00	6,320.00
TOTALS:		6,320.00	0.00	6,320.00
Fund: 565 - General Obligation Bond 1978				

DAILY CASH SUMMARY REPORT

ITEM 3B

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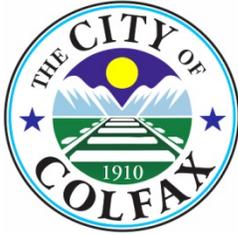
5/13/2015

8:46 am

04/01/2015 - 04/30/2015

City of Colfax

		Debit	Credit	Net Chng
04/27/2015	Daily Totals	17.31	0.00	17.31
Fund: 565 - General Obligation Bond 1978		TOTALS:	17.31	0.00
Fund: 570 - Garbage Fund				
04/17/2015	Daily Totals	10,750.00	0.00	10,750.00
04/23/2015	Daily Totals	1,593.83	0.00	1,593.83
Fund: 570 - Garbage Fund		TOTALS:	12,343.83	0.00
Fund: 572 - Landfill Post Closure Mainten				
04/17/2015	Daily Totals	15,502.22	0.00	15,502.22
04/23/2015	Daily Totals	47.00	0.00	47.00
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	15,549.22	0.00
GRAND TOTALS:		139,965.39	0.41	139,964.98



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: April 27, 2015
SUBJECT: Investment Report – First Quarter 2015

<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 Quarterly Investment Report: March 31, 2015.

SUMMARY:

Staff recommends that the Council accepts and files the Colfax Quarterly Investment Report for the quarter ended March 31, 2015.

BACKGROUND AND ANALYSIS:

California Government Code Section 53646 and the City of Colfax Investment Policy require a quarterly investment report be submitted to the City Council. Such report shall include at least the following information:

- Types of Investments;
- Name of the institution in which funds are invested or deposited;
- Date of Maturity, if applicable;
- Par and dollar amount investment for all securities;
- Percent distribution of each type of investment or deposit; current market value as of the date of the report, including source of the valuation except those under LAIF;
- Rate of interest
- Average weighted yield of all investments
- A statement relating the report to the City’s Investment Policy; and
- A statement that there are sufficient funds to meet the City’s next six months’ financial obligations.

The current practice for cash management is to maintain an operating balance between \$75,000 and \$150,000 in the City’s US Bank Corporate checking account. This account accumulates Earnings Credits based on the account balance which offset/reduce monthly service charges. City funds in excess of targeted operating balance are transferred to the State of California Local Agency Investment Fund (LAIF) on a weekly basis. The checking account balance may be reported at an amount higher than the target balance by the Bank due to the timing of City checks being processed by vendors/service providers.

We have begun preliminary analysis of investment opportunities outside the corporate checking and LAIF accounts. Our investment policy dictates that the City should have liquid short term securities to meet six month’s financial obligations (for fiscal year 2014-2015 six months of expenses is approximately \$1,897,000), which leaves a current long term investment balance of \$1,110,000. Preliminary rate analysis for Certificate of Deposits (CD) with US Bank requires a minimum balance of \$1,000,000 (uncollateralized) is reflected below:

US BANK, NA NEGOTIABLE CD (A1+/P1/F1+)									
03M	0.04%	04M	0.06%	05M	0.08%	06M	0.09%	07M	0.07%
08M	0.10%	09M	0.12%	10M	0.09%	11M	0.11%	12M	0.13%
18M	0.32%	24M	0.56%	36M	1.12%	48M	1.61%	60M	1.98%

Due to fluctuations in fund balances, staff does not recommend CD Investments at this time. Staff will continue to monitor balances and investment opportunities.

CONCLUSION:

The attached schedule Analysis of Treasury Investment Pool satisfies the State’s reporting requirements. Additionally, we have determined:

- The investments held at March 31, 2015 conform to the City Investment Policy adopted by Resolution 29-2014,
- The composite yield of the City’s investment pool to be the rate of .26%,
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period April 01, 2015 through September 30, 2015.

ATTACHMENTS:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 03/31/15)
3. State of California – PMIA Average Monthly Effective Yields

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2014-2015
Report Date: 04/15/15

Type of Investment	Financial Institution	Date of Maturity	QE 09/30/2014			QE 12/31/2014			QE 03/31/2015		
			Investment Amount	% of Total Investment	Average Investment Yield	Investment Amount	% of Total Investment	Average Investment Yield	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 2,491,433	87%	0.25%	\$ 2,393,071	92%	0.26%	\$ 2,744,550	91%	0.27%
Corporate Checking	US Bank	N/A	\$ 367,696	13%	0.19%	\$ 218,152	8%	0.20%	\$ 263,181	9%	0.19%
Total Investment Pool			\$ 2,859,129	100%	0.24%	\$ 2,611,224	100%	0.26%	\$ 3,007,731	100%	0.26%



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
04/09/15	0.28	0.29	203
04/10/15	0.28	0.29	202
04/11/15	0.28	0.29	202
04/12/15	0.28	0.29	202
04/13/15	0.28	0.29	199
04/14/15	0.28	0.29	200
04/15/15	0.28	0.29	201
04/16/15	0.28	0.29	203
04/17/15	0.28	0.29	204
04/18/15	0.28	0.29	204
04/19/15	0.28	0.29	204
04/20/15	0.28	0.28	209
04/21/15	0.28	0.28	216
04/22/15	0.28	0.28	214

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

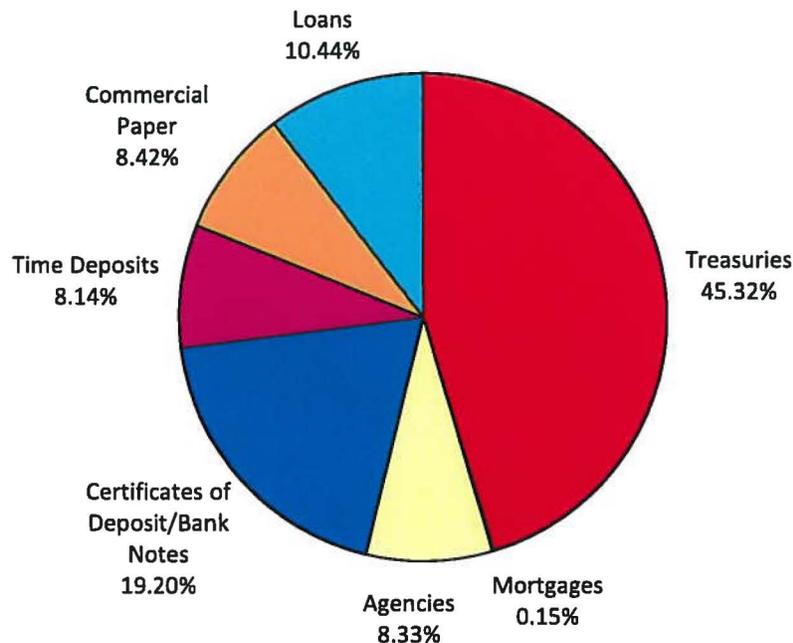
Quarter Ending 03/31/15

Apportionment Rate: 0.26%
 Earnings Ratio: 0.00000712637778462
 Fair Value Factor: 1.000383728
 Daily: 0.27%
 Quarter to Date: 0.27%
 Average Life: 191

PMIA Average Monthly Effective Yields

MAR 2015 0.278%
 FEB 2015 0.266%
 JAN 2015 0.262%

**Pooled Money Investment Account
Portfolio Composition
\$63.5 billion
3/31/15**





California State Treasurer
John Chiang



[Home](#) | [Open Government](#) | [Careers](#) | [Contact](#)

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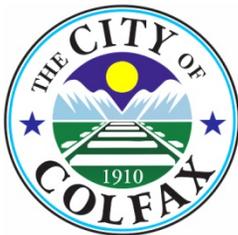
[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278									



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Laurie Van Groningen, Finance Director

DATE: May 20, 2015

SUBJECT: Audit Services Contract

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$16,800	FROM FUND: 100, 250, 560
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RECOMMENDED ACTION: Adopt Resolution 19-2015 Authorizing the City Manager to Execute an Agreement with Richardson & Co., LLP to provide Annual Audit Services for the Fiscal Year ending June 30, 2015.

SUMMARY:

Attached is the engagement letter setting forth the understanding of services for the audit of City financial records for the period ending June 30, 2015.

FISCAL IMPACT:

Cost of audit is \$16,800 plus out of pocket mileage expenses. This is a slight increase (3%) over last year. Audit costs are budgeted and allocated over Funds 100 (General), 250 (Streets and Roads) and 560 (Sewer Enterprise). If required (expenditures in Fiscal Year greater than \$500K), a Single Audit will cost \$2,625. A Single Audit is not anticipated for the year ended June 30, 2015.

BACKGROUND AND ANALYSIS:

The City is required to have its financial records audited each fiscal year. Richardson and Company has provided these audit services to the City since fiscal year 2006-2007. Due to the length of services only, staff proposes that the City consider a new RFP for audit services for the fiscal year 2015-2016.

CONCLUSION:

Staff recommends adoption of Resolution 19-2015.

ATTACHMENTS:

1. Resolution 19-2015
2. Richardson & Company engagement letter dated May 15, 2015

City of Colfax

City Council

Resolution № 19-2015

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RICHARDSON & COMPANY, LLP TO PROVIDE ANNUAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2015

WHEREAS, the City of Colfax is required by law to have its financial records audited on an annual basis; and

WHEREAS, Richardson & Company, LLP is under contract with the City to provide such services; and

WHEREAS, the City Council has determined that it is in the best interests of the City to extend the existing contract with Richardson & Company, LLP for an additional year and engage that firm to conduct an audit of the City's financial records for Fiscal Year 2014-2015.

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

1. The City Council hereby authorizes the City Manager to execute an agreement extending the contract with Richardson & Co to provide auditing services for City Fiscal Year 2014-2015.

2. The City Council authorizes the appropriation and/or expenditure of a Professional Services fee of \$16,800 plus mileage expenses and a Single Audit fee of \$2,625 to provide the services authorized by this Resolution.

The Forgoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 27th day of May, 2015 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

Kim A Douglass, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Richardson & Company, LLP

550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

May 15, 2015

City of Colfax
33 South Main Street
Colfax, California 95713

We are pleased to confirm our understanding of the services we are to provide for the City of Colfax (City) for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements as of and for the year June 30, 2015. Accounting standard generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budget and Actual Comparisons for Major Funds (General and Special Revenue Funds)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the

City of Colfax
May 15, 2015
Page 2 of 11

United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Combining financial statements for non-major governmental funds, permanent funds and agency funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal controls over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis of matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions

are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and cash flows, where applicable, in conformity with the U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including any significant vendor relationships in which the vendor has the responsibility for program compliance. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the

latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying

for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the periods covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected funding sources and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will request certain written representations from you about the financial statements and related matters.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the design of the entity and its environment, including internal control, sufficient to assess the results of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting errors and fraud that are material to the financial statements and to

City of Colfax
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preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will communicate to management and those charged with governance on internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audits to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration and Other

Ingrid Shepline will serve as the engagement director and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to

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prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarized our audit findings. We will provide copies of our reports to the City; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will request certain written representations from management about the financial statements and related matters. Because of the importance of oral and written management representations to an effective audit, the City releases and indemnifies Richardson & Company, LLP and its personnel from any and all claims, liabilities, costs and expenses attributable to any active negligence on the part of the City.

The audit documentation for this engagement is the property of Richardson & Company, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the California State Board of Accountancy or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. The firm will also make available its workpapers and respond to all reasonable inquiries of successor auditors and others to review workpapers of the City, upon the City's written request or consent. If requested, access to such audit documentation will be provided under the supervision of Richardson & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. All professional and administrative services and expenses relating to such access will be charged as an additional expense to the City at the rates listed in the Professional Fees section of this letter. The workpapers for this or any engagement for you will be retained for a minimum of seven years after the date the auditor's report is issued, or longer if required by generally accepted auditing standards.

City of Colfax
May 15, 2015
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In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our workpapers or our personnel to respond to inquiries or serve as witnesses with respect to this or any engagement for you, you will, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, in responding to such a request. If such a request is made, and unless we are obligated by law or legal process to the contrary, we will inform you prior to providing such access.

If the City intends to publish or otherwise reproduce in any document our report on the City's financial statements, or otherwise make reference to our Firm in a document that contains other information in addition to the audited financial statements (e.g., in a debt offering circular for example), the City agrees that prior to making any such use of our report, or reference to our Firm, management will provide us with a draft of the document to read and obtain our approval for the inclusion or incorporation by reference of our report, or the reference to our Firm, in such document before the document is printed and distributed. The inclusion or incorporation by reference of our report in any such document would constitute the reissuance of our report and any request by the City to reissue our report or to consent to its inclusion or incorporation by reference in an offering or other document will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any services that would need to be performed in connection with any such request to make use of our report, or reference to our Firm; fees for such services would be based upon the rates for additional services as described in the Professional Fees section.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, if applicable, you understand that electronic sites are a means to distributed information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our Firm, as well as all other accounting firms with a significant audit practice, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our current peer review report accompanies this letter.

Professional Fees

Our fee for audit services for the year ended June 30, 2015 will be \$16,800, plus out-of-pocket mileage expenses. A Single Audit is required this year and our fee will be \$2,625 for one major program. This fee estimate is based on the assumption that the advance preparation package will be completed and all information will be available on or before the day fieldwork begins. The fee estimate is also based on anticipated cooperation from your personnel and the assumption

City of Colfax
 May 15, 2015
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that the City will retain the current Finance Director and that unexpected circumstances will not be encountered during the audit. This fee estimate also assumes that the City will post all normal closing entries prior to the date the audit begins, including those resulting in audit adjustments the previous year, and prepare the tables for the footnote disclosures. If a significant number of audit adjustments are proposed or if the City loses key accounting personnel before the audit is complete, such changes could have a direct impact on the audit timetable and number of hours we incur to aid the City in preparing adjustments and revising workpapers to agree to final balances as reported. To the extent possible, we will utilize your existing schedules and workpapers in our audit process. In the event that the advance preparation package is not completed on time, there are changes in key accounting personnel, normal closing entries are not posted before our audit begins and the preparation or reconciliation of schedules is necessary, or if our current understanding and/or expectations are not met and additional time is necessary for, but not limited to, any of the other preceding reasons, we will charge a fee for the additional services based on our regular hourly rates in addition to the proposed fee.

In the event that the scope of our audit has to be increased due to changes in accounting or auditing pronouncements and standards, laws or regulations, material weaknesses in the internal control environment or significant changes in operations, we will discuss the situation with you and arrive at a new fee arrangement.

Additional Services: The fee for additional services provided under this engagement letter or otherwise requested by the City, if any, will be based on a rate per hour by staff classification as follows:

<u>Classification</u>	<u>Rate Per Hour</u>
Partner	\$ 180
Senior Manager	160
Managers	140
Supervisors	120
Seniors	100
Staff	80
Administrative Staff	65

If any provision in this letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

* * * * *

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We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

RICHARDSON & COMPANY, LLP



Ingrid M Sheipline, CPA
Managing Partner

Response:

This letter correctly sets forth the understanding of the City.

By: _____

Title: _____

City of Colfax

May 15, 2015

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First Financial Bank Building
400 Pine Street, Ste. 600, Abilene, TX 79601
325.672.4000 / 800.588.2525 / f: 325.672.7049
www.dkcpa.com

System Review Report

December 27, 2012

To the Owner

Richardson & Company

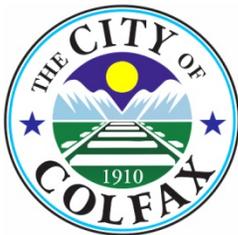
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of **Richardson & Company** (the firm) in effect for the year ended September 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Richardson & Company** in effect for the year ended September 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Richardson & Company** has received a peer review rating of *pass*.

Davis Kinard & Co, PC
Certified Public Accountants



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Laurie Van Groningen, Finance Director

DATE: May 20, 2015

SUBJECT: Collection Of Delinquent Sewer Service Charges On the Placer County Secured and Unsecured Tax Roll for Fiscal Year 2014-2015.

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
-------------------------------------	-----	--------------------------	--------	--------------------------	-----------	---------	------------

RECOMMENDED ACTION: Introduce the proposed Ordinance by title only, conduct a public hearing and thereafter by motion waive the first reading and continue for second reading and adoption at the June 10th regularly scheduled council meeting to be effective 30 days thereafter.

SUMMARY:

Colfax Municipal Code (the “Code”) Title 13, Chapter 13.08, Article VI authorizes the City to collect delinquent sewer charges on the secured tax roll at the same time as general property taxes. The Code requires the City Council to adopt an ordinance by a two-thirds vote in order to collect the delinquent charges on the tax roll.

There are approximately 73 delinquent sewer service charge accounts that remain unpaid. A written report containing a description of each parcel of real property for which there is a delinquent sewer service charge and the amount of each charge has been filed with the City Clerk and is attached. All charges reflected in the written report have been computed in conformity with Title 13, Chapter 13.08, Article III of the Code.

A public hearing is required before the proposed ordinance can be adopted. Notice of the Public Hearing regarding the delinquent accounts was published in the Colfax Record once each week for two successive weeks prior to the hearing. A copy of the delinquent accounts report is on file at City Hall. All property owners with a delinquent balance were notified in writing of the public hearing process.

The purpose of the hearing is to allow the Council to hear objections and protests to the report. At the conclusion of the hearing, the Council may adopt, revise, change, reduce or modify any sewer service charge in the report, sustain or overrule any objections to the report and adopt or decline to adopt the report as modified. If the report is adopted with or without modification, the City Clerk will file it with the County Auditor-Controller and the charges reflected in the final report will be collected at the same time as ad valorem property taxes.

FISCAL IMPACT:

As indicated on the attached report, there is currently \$68,111.17 in delinquent Sewer charges due to the City.

BACKGROUND AND ANALYSIS:

Placer County requires a resolution containing specific provisions to be adopted in order to collect the delinquent charges on the tax roll. The Colfax Code requires an ordinance. The 2nd reading and acceptance of the Ordinance is scheduled to be presented at the June 10th regularly scheduled meeting, along with the Resolution requesting collection of City sewer charges on the Placer County tax roll for the tax year 2015-2016.

In addition, a Resolution will be brought forward at the June 10th regularly scheduled meeting to confirm a delinquent waste collection report provided by Recology Auburn Placer and to place liens on said properties and special assessments upon property taxes pursuant to City of Colfax Municipal Code Section 8.20.130. Similar to the Sewer process, property owners were duly notified and a lien hearing was held at City Hall.

CONCLUSION:

This process is cumbersome but essential to properly collecting delinquent sewer service charges on the tax roll.

ATTACHMENTS:

1. Ordinance 526
2. Exhibit A to Ordinance 526
3. Exhibit B-Listing of Delinquent Accounts
4. Schedule of Activities for Placing Delinquent Sewer and Garbage Charges on Annual Tax rolls

**City of Colfax
City Council**

Ordinance No 526

**AN ORDINANCE OF THE CITY OF COLFAX AUTHORIZING COLLECTION OF
DELINQUENT SEWER SERVICE CHARGES ON THE PLACER COUNTY SECURED AND
UNSECURED TAX ROLL FOR FISCAL YEAR 2015-2016**

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

Section 1.

The Colfax City Council authorizes the collection of delinquent sewer services charges on the Placer County secured and unsecured tax roll as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superseding Provisions

The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede 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 any court of competent jurisdiction, the invalid or unconstitutional 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 take effect thirty (30) days after its adoption.

Section 5. Publication

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 27th day of May, 2015, and passed and adopted at a regular meeting of the City Council held on the 10th day of June, 2015, at a duly held regular meeting of the City of Colfax, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kim A. Douglas, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral, City Attorney

Lorraine Cassidy, City Clerk

Ordinance 526

Exhibit A

Recitals**This Ordinance has been enacted with regard to the following facts and circumstances:**

A. Colfax Municipal Code Title 13, Chapter 13.08, Article VI authorizes the City of Colfax (“City”) to collect delinquent sewer services charges which have accrued on the secured and unsecured tax roll in the same manner and at the same time as general property taxes; and

B. A written report attached as Exhibit B to this Ordinance (the “Report”) containing a description of each parcel of real property receiving sewer services and the amount of delinquent charges for each parcel has been prepared and filed with the City Clerk in accordance with Colfax Municipal Code §13.08.320; and

C. Notice of the filing of the Report and notice of the time and place of the hearing thereon by the City Council has been duly given and published as required by Colfax Municipal Code §13.08.330; and

D. At the May 27, 2015 hearing the City Council heard and considered all objections and protests to the Report and determined that protests were not made by the owners of a majority of the separate parcels of property described in the Report; and

E. At the conclusion of the hearing, after incorporating all revisions to the Report that the Council deemed necessary and after addressing or overruling all objections to the Report the Council found and determined that each charge as described in the Report is due, owing and unpaid; and

F. The County has required as a condition of the collection of said charges that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

Ordinance

1. The foregoing recitals are true and correct statements of fact and are hereby incorporated into this Ordinance.
2. The Report attached as Exhibit B hereto is adopted and said adoption is final. The City Clerk is hereby authorized to file with the Placer County Auditor-Controller a copy of this Ordinance and the Report.
3. The Auditor-Controller of Placer County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges, listed on the Report attached as Exhibit B attached hereto.

4. The City warrants and represents that the taxes, assessments, fees and/or charges imposed by the City and being requested to be collected by Placer County comply with all requirements of state law, including but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218).
5. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of City.
6. In consideration for the County's collection of the charge through the County's property tax roll, the City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for the City, or in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by County on behalf of City, including property taxes.
7. The City agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to City by County from any person concerning the City's taxes, assessments, fees and/or charges, and that City will not refer such persons to County officers and employees for response.
8. The City agrees to pay the County for the reasonable and ordinary charges to recoup its costs of placement and collection on the tax rolls at the agreed upon rate of 1% of the taxes, assessments, fees and/or charges, as provided by Government Code sections 29304 and 51800.

City of Colfax**Delinquent Sewer Service Charges****Report Date: May 20, 2015**

The attached report includes all delinquent sewer accounts as of May 20, 2015 by individual account.

- 1. Delinquent balances that remain unpaid as of the County filing deadlines will be placed on the tax rolls for 2015-16**
 - 1. Unsecured (denoted as "US" on report) direct charges will be transferred to County by June 26, 2015.**
 - 2. Secured direct charges which represent the balance of the delinquent accounts will be transferred to County by July 24, 2015.**

- 2. Applicable interest, penalty, and administrative fees will be added to the account balance before transfer to the County.**

DELINQUENT ACCOUNTS REPORT

Due As Of: 03/01/2015 Not Paid By: 05/20/2015

Date: 05/20/2015

Time: 3:39pm

Page: 1

City of Colfax

Location ID Account Number	Customer Name Property Address	Property Tax Number	Starting Balance	Received	Ending Balance
UBN-000011-0000-00 000158346	JULIE SIMS 11 N AUBURN STREET	006-073-009-000	983.90	0.00	983.90
UBN-000033-0000-00 000158347	LOUIS RESENDEZ 33 N AUBURN STREET	006-073-007-000	1,030.50	0.00	1,030.50
UBS-000015-0000-00 000158078	JAMES PAYNE 15 S AUBURN ST	006-072-002-000	1,030.50	0.00	1,030.50
UBS-000240-0000-02 92-0100-0	COLFAX FOOD AND GAS 240 S AUBURN ST	006-142-035-000	254.16	0.00	254.16
UBS-000308-0000-00 000158285	SPORTY DOG INVESTMENTS, INC 308 S AUBURN ST	006-143-005-000	1,030.50	0.00	1,030.50
ACC-000214-0000-00 000158278	LISA SANTANA 214 CANYON CREEK CIR	101-200-031-000	1,030.50	0.00	1,030.50
ACC-000232-0001-00 000158273	ANGELA SANTANA 232 CANYON CREEK CIR	101-200-034-000	837.59	810.65	26.94
ACC-000247-0000-00 000158270	KEN ARNOLD 247 CANYON CREEK CIR	101-200-028-000	1,030.50	0.00	1,030.50
ACC-000300-0000-00 000158264	LISETTE KEANE 300 CANYON CREEK CIR	101-200-044-000	1,030.50	0.00	1,030.50
ACD-000306-0000-02 000170248	RON GADREULT 306 CANYON CREEK DR	101-200-043-000	1,053.44	0.00	1,053.44
CANS-000212-0000-03 0000000000	JAMES PAYNE 212 S CANYON WAY	101-080-031-000	2,033.32	0.00	2,033.32
CHUE-000120-0000-02 000158381	LARRY TILITSON 120 E CHURCH ST	006-076-018-000	1,030.50	0.00	1,030.50
COLF-000015-0000-01 0000171193	KIRSTIN DAHMEN 15 COLFAX AVE	006-053-007-000	254.16	231.06	23.10
COLF-000040-0000-02 0000157988	SCOTT & MAUREEN MERRITT 40 COLFAX AVE	006-062-003-000	1,030.50	0.00	1,030.50
COND-000104-0002-00 0000169101	JOHN MEDEIROS 104 CONDI LN	100-260-026-000	1,035.71	530.85	504.86
CULV-000015-0000-00 0000157887	B.L. RAMEY 15 CULVER ST	006-063-006-000	1,030.50	0.00	1,030.50
CULV-000232-0000-00 0000157948	RORY CHIPP 232 CULVER ST	006-092-011-000	1,854.96	0.00	1,854.96
DEPO-000055-0000-01 0000158110	LISA QUIRK 55 E DEPOT ST	006-042-006-000	1,030.50	0.00	1,030.50
EASY-000306-0000-03 0000158142	JAMES NOVAES 306 EASY WAY	100-110-028-000	359.36	300.00	59.36
FIRH-000056-0000-00 0000171867	STEVEN JONES 56 FIRE HOUSE ALLEY	006-066-031-000	1,030.50	0.00	1,030.50
FORS-000120-0000-00 0000158386	DAVE PORTER 120 S FOREST HILL AVE.	006-104-008-000	510.63	370.84	139.79
FORS-000159-0000-00 0000158359	JANET WILLIAMS 159 S FOREST HILL AVE.	006-044-006-000	1,030.50	0.00	1,030.50

DELINQUENT ACCOUNTS REPORT

Due As Of: 03/01/2015 Not Paid By: 05/20/2015

Date: 05/20/2015

Time: 3:39pm

Page: 2

City of Colfax

Location ID Account Number	Customer Name Property Address	Property Tax Number	Starting Balance	Received	Ending Balance
POST-000210-0000-02 0000170727	MICHAEL& DENISE BARNARD 210 FOSTER RD	100-270-024-000	1,030.50	0.00	1,030.50
PEAR-000009-0000-00 0000158169	DAVID JOHNSON 9 GEARHART LN	006-010-006-000	237.67	0.00	237.67
PEAR-000044-0000-00 0000158159	GRACELYNN INTERPRISE, INC 44 GEARHART LN	006-022-002-000	1,030.50	0.00	1,030.50
PLEN-000220-0001-00 0000170636	KURT FAITZ 220 GLENDALE RD	100-270-040-000	769.41	0.00	769.41
PRAV-023610-0000-00 0000000000	GEORGE FRITZINGER 23610 GRAND VIEW AVE	101-161-050-000	1,068.40	0.00	1,068.40
PRAV-023735-0000-01 0000000000	KENT ROBERTS 23735 GRAND VIEW AVE	101-161-029-000	529.41	0.00	529.41
PRAV-023755-0000-00 0000000000	BOB OSGOOD 23755 GRAND VIEW AVE	101-161-028-000	1,068.40	0.00	1,068.40
JEFF-000255-0000-00 0000158021	CHARLES BICKING 255 JEFFERY PL	006-112-064-000	1,030.50	0.00	1,030.50
LINC-000029-0000-00 0000157964	SELEN ANDERSON 29 LINCOLN ST	006-093-005-000	510.63	0.00	510.63
MARE-000121-0000-02 0000158342	ROB OHNMACHT 121 E MARVIN STREET	006-074-009-000	1,030.50	0.00	1,030.50
MINC-000104-0000-00 0000158186	PEGGY YOUNGBLOM 104 MINK CREEK DR	100-260-048-000	769.41	0.00	769.41
MINC-000116-0000-01 0000158193	JASON BARR 116 MINK CREEK DR	100-260-053-000	1,030.50	0.00	1,030.50
NORS-000032-0000-00 0000000000	JOHN HENRY PANTER 32 NORTH STAR AVE	006-076-023-000	1,016.64	0.00	1,016.64
NOSS-000045-0000-00 0000158380	JAMES GARGAN 45 S NORTHSTAR AVE	006-076-017-000	1,030.50	0.00	1,030.50
OAKH-000108-0000-00 0000158172	KRIS SCHWARTZ 108 OAK HILL DR	006-010-046-000	1,030.50	0.00	1,030.50
OAKH-000139-0000-00 0000158175	PHIL SARGENT 139 OAK HILL DR	006-010-039-000	1,030.50	0.00	1,030.50
OAKH-000140-0000-02 0000171148	MATTHEW HILTON 140 OAK HILL DR	006-010-041-000	1,030.50	0.00	1,030.50
OAKR-001323-0002-00 0000158239	JEREMY SCHWARTZ 1323 OAK RIDGE DR	100-250-035-000	1,030.50	0.00	1,030.50
OAKR-001334-0000-00 0000169372	KERRY SHOBERG 1334 OAK RIDGE DR	100-250-044-000	1,030.50	0.00	1,030.50
OAKW-000012-0000-00 0000158060	VICTOR ALBONICO 12 W OAK ST	006-092-005-000	1,509.47	0.00	1,509.47
OAKW-000104-0000-00 0000157937	ARDITH CAMPBELL 104 W OAK ST	006-112-038-000	1,030.50	0.00	1,030.50
OAKW-000211-0000-00 0000158065	JIMMY & TIFFANY GONZALES 211 W OAK ST	006-080-032-000	1,029.86	950.00	79.86

DELINQUENT ACCOUNTS REPORT

Due As Of: 03/01/2015 Not Paid By: 05/20/2015

Date: 05/20/2015

Time: 3:39pm

Page: 3

City of Colfax

Location ID Account Number	Customer Name Property Address	Property Tax Number	Starting Balance	Received	Ending Balance
AKW-000233-0000-00 000158064	FRANK BOZZA 233 W OAK ST	006-080-017-000	156.80	0.00	156.80
INS-000155-0000-00 000158055	VICKI SMITH 155 PINE ST	006-112-063-000	1,854.96	0.00	1,854.96
LEA-000120-0000-00 000158117	ANGELO DELCARLO 120 PLEASANT ST	006-030-037-000	1,030.50	0.00	1,030.50
LEA-000150-0000-00 000158127	HELEN MARKLE 150 PLEASANT ST	006-030-006-000	1,030.50	0.00	1,030.50
QUIN-000130-0000-00 000157998	MORGAN MCDONALD 130 QUINNS LN	006-080-037-000	919.16	415.91	503.25
RAIL-000159-0000-00 000158096	JAMES DOYLE 159 RAILROAD AVE	006-071-004-000	1,085.80	0.00	1,085.80
RAIL-000201-0000-00 000170598	JAMES DOYLE 201 RAILROAD AVE	- - -	1,030.50	0.00	1,030.50
RAIL-000212-0000-00 398-2100-0	R.J. MILES CO. 212 RAILROAD AVE	006-102-009-000	4,122.12	0.00	4,122.12
RAIL-000223-0000-00 398-1800-0	ART WHITE 223 RAILROAD AVE	006-131-009-000	2,171.65	0.00	2,171.65
RAIL-000235-0000-00 0089820000	HANFORDS CATERING PO BOX 1236	006-131-009-000	1,085.80	0.00	1,085.80
RAIL-000247-0000-02 398-1900-0	GRAND FATHER STATION 247 RAILROAD AVE	006-093-008-000	3,257.50	0.00	3,257.50
RAIS-000153-0000-03 0000172558	JAMES DOYLE 153 S RAILROAD STREET	006-131-009-000	1,030.50	0.00	1,030.50
RISS-000230-0000-00 0000171773	KELLEY HOLDERFIELD 230 RISING SUN RD	006-080-042-000	1,030.50	0.00	1,030.50
ROSE-000333-0000-00 0000157959	CHARLES DESOTO 333 ROSE AVE	006-122-002-000	1,030.50	0.00	1,030.50
SHOL-000232-0000-00 0000158017	KIRK FALTERSACK 232 SCHOLTZ AVE	006-112-048-000	1,030.50	0.00	1,030.50
SHOL-000248-0000-00 0000158011	VINCE VIGARINO 248 SCHOLTZ AVE	006-112-021-000	379.21	0.00	379.21
SHOL-000444-0000-00 0000158009	WAYNE PRICE 444 SCHOLTZ AVE	100-130-050-000	769.41	0.00	769.41
SUNR-000242-0000-03 0000158362	TAMMY JAMESON 242 SUNRISE AVE	006-044-003-000	1,030.50	0.00	1,030.50
TREA-000151-0000-02 0000000000	LISA MARK 151 TREASURTON ST	100-260-013-000	456.06	200.00	256.06
TREA-000173-0000-01 0000158200	LAURA NUNES 173 TREASURTON ST	100-260-032-000	246.19	200.00	46.19
TREA-000175-0000-01 0000158199	SANDRA COURVISIER 175 TREASURTON ST	100-260-033-000	254.25	231.06	23.19
TREA-000180-0001-00 0000158197	KRISTINA BURT 180 TREASURTON ST	100-260-001-000	1,030.50	1,000.00	30.50

1,085.80
1,030.50
4,122.12
2,171.65
1,085.80
3,257.50
1,030.50

US - Unsecured.

DELINQUENT ACCOUNTS REPORT

Due As Of: 03/01/2015 Not Paid By: 05/20/2015

Date: 05/20/2015

Time: 3:39pm

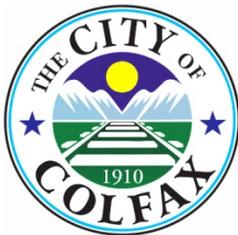
Page: 4

City of Colfax

Location ID Account Number	Customer Name Property Address	Property Tax Number	Starting Balance	Received	Ending Balance
AREA-000201-0000-01 0000158196	JENNIFER HAMELIN 201 TREASURTON ST	100-260-035-000	769.41	750.00	19.41
AREA-000212-0000-00 0000170511	DEBORAH LESTRANGE 212 TREASURTON ST	100-270-016-000	1,030.50	0.00	1,030.50
VIST-000222-0002-00 0000158367	JOSHUA HECKMAN 222 VISTA AVE	006-045-004-000	510.63	0.00	510.63
VALN-000044-0000-00 0000158037	BETH MCSHANE 44 WALNUT ST	006-133-005-000	1,030.50	0.00	1,030.50
WASH-000052-0002-00 0000158036	MICHAEL SMITH 52 WASHINGTON ST	006-132-001-000	1,030.50	0.00	1,030.50
WHIT-000130-000A-00 00892-1425	BART RIEBE 130 WHITCOMB AVE	100-230-057-000	1,291.22	1,043.66	247.56
WIND-000115-0000-00 0000158221	SAMUEL & SARA KIPP 115 WINDER RD	100-260-025-000	1,030.50	0.00	1,030.50
Grand Totals:		73	75,145.20	7,034.03	68,111.17

City of Colfax - 2015-2016 Auditor Direct Charges
Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Public Hearing Date	5/27/2015	
Compile delinquent report - Secured and Unsecured	5/1/2015	
City send Delinquent Letter to affected property owners	5/1/2015	Same letter as last year
Public Hearing Notice - Colfax Record	5/7/2015	Must be noticed for two consecutive weeks - same notice as last year
Public Hearing Notice - Colfax Record	5/14/2015	
Hold Public Hearing	5/27/2015	
1st Reading of Ordinance	5/27/2015	
2nd Reading of and Adoption of Ordinance	6/10/2015	
Resolutions to place delinquents on Tax Rolls	6/10/2015	Council confirms sewer and garbage reports and placing liens
Recology to submit draft letter to City for review	5/1/2015	Must specify time of lien hearing
Recology submits report to City for Garbage delinquents	5/14/2015	
Recology sends letter prior to lien hearing date	5/14/2015	Hearing date tentatively to be same day as Public Hearing
Hold Lien hearing	5/27/2015	This is not public hearing for Council.....can be held during day
Submit unsecured amounts to County	6/26/2015	This is required submittal date provided by County
Submit Secured amounts to County	7/24/2015	This is required submittal date provided by County



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: May 21, 2015
SUBJECT: Animal Control Contract

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$26,465.16	FROM FUND: 100
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RECOMMENDED ACTION: Adopt Resolution 20-2015 Authorizing the City Manager to execute an agreement with Placer County Department of Health and Human Services for Animal Control and Care Services from July 1, 2015-June 30, 2017.

ISSUE STATEMENT AND DISCUSSION:

The City has contracted with the County of Placer to provide Animal Control Services and Care since 1993.

The current contract between the City and Placer County for Animal Control Services expires June 30, 2015. Attached is a new contract through June 30, 2017. The contract amount is \$26,465.16 payable in four quarterly installments of \$6,616.29 each for 2015-2017 and will have an annual adjustment each July 1st. This is approximately \$5,000 less than base price of current contract.

FINANCIAL AND/OR POLICY IMPLICATIONS:

For the total services specified within the Agreement, the City of Colfax will reimburse the County of Placer an amount of \$26,465.16 per year, or \$52, 912.32 over the course of a two year contract.

SUPPORTING DOCUMENTS:

Attachment 1: Resolution No. 20-2015

Attachment 2: Proposed Animal Control and Care Services Agreement

City of Colfax

City Council

Resolution № 20-2015

APPROVING CONTRACT WITH COUNTY OF PLACER, DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ANIMAL CONTROL AND CARE SERVICES FOR FISCAL YEAR JULY 1, 2015 - JUNE 30, 2017

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

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

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

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

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

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

The forgoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 27th day of May, 2015 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kim A. Douglass, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

CONTRACT FOR SERVICES PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION: Animal Control and Care Services
 CONTRACT NO. **CNXXXXXX**
 BEGINS: July 1, 2015
 ENDS: June 30, 2017
 ADMINISTERING AGENCY: Animal Services Division

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

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

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

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

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

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

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

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

1. **DESCRIPTION OF SERVICES:**

- 1.1 Animals seized or picked-up by CITY within CITY'S jurisdiction shall be taken to the COUNTY Animal Shelter operated and maintained by COUNTY at 11251 B Avenue, Auburn, CA. COUNTY Animal Shelter shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.
- 1.2 COUNTY will keep, maintain, and care for animals at the COUNTY Animal Shelter until redeemed by owner or person entitled to custody thereof, or adopted, as governed by California Food and Agriculture Code Sections 31108, 31752, and 31753. Animals displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, and 31753.

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

- 1.3 COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.
- 1.4 COUNTY shall dispose of all dead animals delivered to the Animal Shelter from CITY subject to Chapter 6 of the Placer County Code, and any other applicable laws or regulations.
- 1.5 COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Section 5.1. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.
- 1.6 COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, and Food and Agriculture Code, and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.
- 1.7 CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597.
- 1.8 CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Section 4.1, and shall be paid by CITY to COUNTY as follows:
 - 1.8.1 For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
 - 1.8.2 For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
 - 1.8.3 Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.130.
 - 1.8.4 Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.
- 1.9 COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

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

2. **DEFINITION OF TERMS:**

2.1 “**Animal Shelter**” shall be synonymous with the term “Animal Services Center” as defined in Placer County Code Section 6.04.020.

2.2 “**Animal Services**” is defined in Placer County Code Section 6.04.020 when used to describe a County division.

2.3 “**Director of Animal Services**” is defined in Placer County Code Section 6.04.020.

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

4. **COMPENSATION:** Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

4.1 The charges for all services set forth in Sections 1.1 through 1.6 shall be established each July 1st based on the average of costs incurred and fees received that are attributable to CITY over the most recent thirty-six month period for which data is available, to include services provided through March 31st. Charges effective as of July 1, 2015 are **\$6,616.29 per calendar quarter** and shall be subject to annual adjustment as described herein. CITY shall remit payment to COUNTY on a quarterly basis, within 30 days of the end of each calendar quarter.

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

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

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

5. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2015 through June 30, 2017.

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

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

8. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this

Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or worker's compensation or other programs afforded to CITY employees.

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

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

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

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

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

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

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

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

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

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

13. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CITY hereby waives the provisions in California Code of Civil Procedure §394.

// Signatures on following page

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

CITY OF COLFAX

COUNTY OF PLACER

Mark Miller, City Manager

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

Date: _____

Date: _____

Approved as to Form
Office of City Attorney

With concurrence of the CEO:

Date: _____

David Boesch, County Executive Officer

Date: _____

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

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE MAY 27, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: May 21, 2015
SUBJECT: Greater Sacramento Area Economic Council

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$799	FROM FUND: 100
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RECOMMENDED ACTION: Discuss the benefits and costs of becoming a member community of the Greater Sacramento Economic Council and direct Staff accordingly.

ISSUE STATEMENT AND DISCUSSION:

The Mission of the Greater Sacramento Economic Development Council is to work through public-private partnership of local businesses and governments to retain attract, grow and create sustainable businesses in the six-county Sacramento Region. Several large companies have committed to participating in the organization. The organization is now reaching out to communities to participate as well, with the goals of creating the best and easiest market to do business in California.

The attached information has been included for Council's review and recommendation

FINANCIAL AND/OR POLICY IMPLICATIONS:

The contract fee to join the organization is \$799 yearly.

SUPPORTING DOCUMENTS:

Attachment 1: Cover Letter And Task Force Information

Attachment 2: Proposed Contract

**Greater Sacramento**

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May 13, 2015

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

Dear Mr. Miller,

In my new role as President & CEO of the Greater Sacramento Area Economic Council ("Greater Sacramento"), my first three months have been focused on building a sustainable foundation for the organization both operationally and financially.

I am pleased to report that we have commitments from 21 private sector CEOs so far, each committing \$100,000 annually to Greater Sacramento. These leading employers are dedicating unprecedented time, energy, and financial support on behalf of this region. But for us to transform this region and reach our full potential, it will require collaboration between the public and private sectors beyond what we have seen in the past.

The communities are at the heart of our mission, and we ask for your support and partnership as we build our assets and competitive position, market our value proposition, and create a reputation as the best and easiest market to do business in California and beyond. We have 15 communities committed so far, and we hope that you will join us.

Greater Sacramento is here to be a resource for you – to provide the information, tools, and platform for you to be successful. Public jurisdictions will be assessed at \$0.40 per capita, equal to \$799 for the City of Colfax. In return for your investment, the enclosed contract lays out Greater Sacramento's reporting and deliverables to you. Also, the City of Colfax will have a seat on our Board of Directors to be filled by the current City Manager or Mayor. This contract is to be executed by the City Manager.

Additionally, Mather Kearney, Economic Development Coordinator from SMUD, is developing an Economic Development Directors Taskforce (EDDT), chaired by Sacramento County's Community Development Director Lori Moss, to establish best practices for collaboration between the communities on business attraction, retention, and expansion projects. The outcome of initial discussions is the enclosed Protocol Agreement, to be executed by each community's lead economic development staff member. Our next EDDT meeting will be 9:30-11:30 a.m. on May 29,



Greater Sacramento

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where we will be discussing marketing and business development strategies. Mather will follow up with additional information.

This is a great opportunity for your community, and we hope you will consider investing in our efforts and executing the enclosed agreement. We would also appreciate your economic development staff entering into the Protocol Agreement and participating on the EDDT. Your community's input and support would be extremely impactful to guide this regional effort.

If you would like me to address you and other community representatives to present additional information on our efforts, please reach out to Vanessa Young at vyoung@greater-sacramento.com or 916/441-2144.

Sincerely,

Barry Broome
President & CEO

Roger Niello
Chair of Public Membership

Enclosures: Economic Development Agreement (to be executed by the City Manager)
Protocol Agreement (to be executed by Lead Economic Development Staff)
Economic Development Directors Taskforce (EDDT) Information



Greater Sacramento

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Economic Development Director Taskforce

The Economic Development Director Taskforce is the lead group for business attraction and expansion within the 6 county Sacramento Region. It is responsible for the development of the multiple facets of the site selection process and to ensure that we present a unified, consistent and professional product; a 'single voice'. A majority of site 'leads' come through site selection consultants. Their process of gathering pertinent data about a community ranging from available real estate, workforce, and demographics is the process by which communities are short listed for prospective new business.

The need for a responsive and detailed presentation to a company is mandatory to stay competitive with other regions and states and to ensure regional success. Consultants are in the business of eliminating options and locations, and this taskforce is responsible for the development of the processes and plans to become and remain competitive. Items which will be developed are:

- The interaction and process of lead distribution and response
- A consistent regional marketing plan
- Communication policy with internal and external parties
- Analytics and targets
- Industry strategies
- Permitting and development timeframes

The taskforce will meet weekly for 2 hours every Friday from 9:30-11:30 at the Greater Sacramento offices. The taskforce will be led by Lori Moss from Sacramento County and Mather Kearney from SMUD. Mather is currently on loan to Greater Sacramento for 3 months to develop and implement the actions from the taskforce.

Please email Mather at mkearney@greater-sacramento.com the contact information who you would like to participate on the taskforce.

GREATER SACRAMENTO AREA ECONOMIC COUNCIL



Greater Sacramento

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Regional Cooperation Protocol Policy

Greater Sacramento Area Economic Council and Economic Development Directors Taskforce

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. Greater Sacramento and the Economic Development Directors of its member communities agree and acknowledge that it is imperative that they work together as partners on projects involving the communities which Greater Sacramento represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the 6-county Sacramento Region, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a successful regional location. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional, or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through Greater Sacramento for any prospect considering a project in the six-county Sacramento Region, or in any of the communities that Greater Sacramento represents, understanding that Greater Sacramento is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, Greater Sacramento acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a Greater Sacramento member community, Greater Sacramento will be available for confidential research access, topical expertise, or as a service provider to add value to the community in securing the project. Additionally, Greater Sacramento will not publically release information about the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific Greater Sacramento member communities, Greater Sacramento will make a good-faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing, and local incentives).
6. When site-specific information related to other Greater Sacramento communities is requested, EDDT members agree to (i) direct Greater Sacramento prospects back to Greater Sacramento or (ii) direct non-Greater Sacramento generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
7. Agree that regardless of the lead source, public attraction, retention, or expansion location announcements shall be coordinated among the company, Greater Sacramento member

GREATER SACRAMENTO AREA ECONOMIC COUNCIL



Greater Sacramento

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community, and Greater Sacramento to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).

8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another Greater Sacramento community. Any incentives being considered will be discuss with the EDDT members before offered to company.
9. Inform Greater Sacramento member community when a company tour or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to Greater Sacramento's membership will be brought before EDDT for discussion in advance of any Board consideration. EDDT will make a recommendation on the addition of a new community to Greater Sacramento's President & CEO.
11. Formalize a process to convene Greater Sacramento and Economic Development Directors of Greater Sacramento member communities quarterly, and cooperate in the exchange of information and ideas reflecting practices, procedures, and policies relating to prospect handling and regional economic development. Weekly meetings will continue until EDDT members decide to move to a monthly conference call and quarterly meetings.
12. Work collectively to maintain a high level of trust and integrity by Greater Sacramento and the Economic Development Directors of Greater Sacramento member communities, utilizing differing views as an opportunity to learn.
13. When Greater Sacramento conducts a marketing objective (i.e domestic or foreign trade mission), Greater Sacramento staff will coordinate with EDDT to ensure coordination and communication.
14. When a RFP is issued by GO-Biz, Greater Sacramento will coordinate the region's response. All RFP submissions will be directed to Greater Sacramento's attention and Greater Sacramento will assemble the response and return to GO-Biz.
15. It is understood Greater Sacramento will or may host annual site selection professionals and/or other marketing familiarization tour(s) to promote the regional communities. Greater Sacramento will make every attempt to provide as much interaction time as possible between the site selectors and the EDDT. It is understood the EDDT members will inform and coordinate with Greater Sacramento of any upcoming site selectors and/or other marketing familiarization tour(s) scheduled by their offices.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve Greater Sacramento's President & CEO in addition to others with topical expertise central to the conflict.

Name: _____

Date: _____

Organization: _____

Signature: _____

GREATER SACRAMENTO AREA ECONOMIC COUNCIL

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE GREATER SACRAMENTO AREA ECONOMIC COUNCIL
AND THE CITY OF COLFAX**

This Economic Development Agreement ("Agreement") is entered into by and between the City Council of the City of Colfax, a California municipality (the "Public Jurisdiction"), and the Greater Sacramento Area Economic Council ("Greater Sacramento"), a California non-profit corporation. (Each a "Party" and collectively referred to as "the Parties"). The Agreement shall be effective ("Effective Date") upon signature of both Parties.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Public Jurisdiction and Greater Sacramento agree as follows:

I. RESPONSIBILITIES OF GREATER SACRAMENTO

A. MISSION: Greater Sacramento is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the six-county Sacramento Region, including El Dorado, Placer, Sacramento, Sutter, Yolo, and Yuba Counties and the 23 cities therein.

B. GOALS: Greater Sacramento is guided by and strategically focused on the following specific long-range goals:

1. Develop and utilize in-depth data and analytics to guide strategic economic development efforts and improve the region's competitive position.
2. Strategically market the region to generate qualified company prospects in targeted economic clusters.
3. Leverage public and private partners and resources to locate qualified prospects.

C. RETENTION AND EXPANSION POLICY:

1. Greater Sacramento's primary role is developing the Sacramento Region's market intelligence strategy for high-wage, base industry clusters in coordination with representatives of local communities.
2. Both Parties understand that retention and expansion of existing businesses within communities is primarily a local issue, but Greater Sacramento will confidentially assist local leaders on these projects.
3. Greater Sacramento will support communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects, as requested by the local community.
4. Greater Sacramento will advise communities when an existing company contacts Greater Sacramento regarding a retention or expansion issue, subject to any legal and/or contractual non-disclosure obligations.

- D. ACTION PLANS:** In accordance with the Mission, Goals, and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, Greater Sacramento shall implement strategic action plans adopted by its Board of Directors and Economic Development Directors Taskforce (EDDT). The Public Jurisdiction shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections III.A. and III.B. of this Agreement. The Public Jurisdiction acknowledges and agrees that Greater Sacramento may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control.
- E. PERFORMANCE TARGETS:** Specific performance targets shall be established by Greater Sacramento's Board of Directors and shall be used to evaluate and report progress on Greater Sacramento's implementation of strategic action plans. Greater Sacramento will provide regular reports to the Public Jurisdiction detailing its progress in implementing such plans. As required by a result of changing market conditions, funding availability, or other circumstances beyond Greater Sacramento's reasonable control, these performance targets may be revised with the approval of the Board of Directors or a majority of the designated members of Greater Sacramento's EDDT.
- F. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT):** Greater Sacramento will organize and lead the Economic Development Directors Taskforce (EDDT), which will develop and follow set protocol for issues such as: Business attraction, retention, and expansion; External marketing and communications; Permitting streamlining. The Public Jurisdiction may appoint one representative to the taskforce as outlined in Section III.B. of this Agreement.

II. RESPONSIBILITIES OF THE PUBLIC JURISDICTION

- A. STAFF SUPPORT OF GREATER SACRAMENTO'S EFFORTS:** The Public Jurisdiction shall provide staff support to Greater Sacramento's economic development efforts as follows:
1. The Public Jurisdiction shall respond to leads or prospects referred by Greater Sacramento in a professional manner within the time frame specified by the lead or prospect if the Public Jurisdiction desires to compete and if the lead is appropriate for the Public Jurisdiction. When possible, the Public Jurisdiction agrees to provide its response in the format developed jointly by Greater Sacramento and the EDDT.
 2. The Public Jurisdiction shall provide appropriate local hospitality, tours, and briefings for prospects visiting sites in the Public Jurisdiction.
 3. The Public Jurisdiction shall provide an official economic development representative to represent the Public Jurisdiction on the EDDT, which advises Greater Sacramento's President & CEO.
 4. The Public Jurisdiction shall cooperate in the implementation of Greater Sacramento/EDDT process improvement recommendations including presentation

formats, exchange of information on prospects with Greater Sacramento staff, use of shared data systems, land and building databases, and private sector real estate industry interfaces.

5. The Public Jurisdiction shall use its best efforts to respond to special requests by Greater Sacramento for specific information about the Public Jurisdiction within the time frame specified in such request.
6. In order to enable Greater Sacramento to be more sensitive and responsive to the Public Jurisdiction's requirements, the Public Jurisdiction shall, at its sole option, deliver to Greater Sacramento copies of any economic development strategies approved by the Public Jurisdiction, work plans, programs, and evaluation criteria. Greater Sacramento shall not disclose the information to outside parties.
7. The Public Jurisdiction shall use its best efforts to cause an economic development professional representing the Public Jurisdiction to attend all marketing events and other functions to which the Public Jurisdiction has committed itself.
8. The Public Jurisdiction agrees to work with Greater Sacramento to improve the Public Jurisdiction's competitiveness and market readiness to support the growth and expansion of targeted industries.

- B. RECOGNITION OF GREATER SACRAMENTO:** The Public Jurisdiction agrees to recognize Greater Sacramento as the Public Jurisdiction's officially designated regional economic development organization.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

- A. BOARD OF DIRECTORS REPRESENTATION:** The Public Jurisdiction shall be entitled to appoint one (1) Director to Greater Sacramento's Board of Directors, and the appointee shall be the current City Manager or Mayor. Any such Director will be qualified to serve on the Board only if the Public Jurisdiction appointing such Director remains current on its annual contribution at an amount equal to or greater than its full formula allocation as determined from time to time by the Board of Directors and laid out in this contract in Section III.E.1., and as long as the Public Jurisdiction makes a long-term commitment to assist and carry out the mission and purpose of Greater Sacramento and fulfills the additional requirements as set forth in this Agreement.
- B. ECONOMIC DEVELOPMENT DIRECTORS TASKFORCE (EDDT) REPRESENTATION:** The Public Jurisdiction shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of Greater Sacramento, to represent the Public Jurisdiction on Greater Sacramento's Economic Development Directors Taskforce (EDDT), which advises Greater Sacramento's President & CEO.
- C. PARTICIPATION IN MARKETING EVENTS:** Representative(s) of the Public Jurisdiction shall be entitled to participate in Greater Sacramento's marketing events provided that such participation shall not be at Greater Sacramento's expense.

D. PROVISION OF ASSISTANCE: When requested and appropriate, Greater Sacramento will use its best efforts to provide assistance and support to the Public Jurisdiction's economic development staff for business location prospects identified and qualified by the Public Jurisdiction and assist the Public Jurisdiction with presentations to prospects in the Public Jurisdiction or corporate locations.

E. COMPENSATION

1. The Public Jurisdiction agrees to pay \$799 for services to be provided by Greater Sacramento pursuant to the Agreement during the fiscal year ending on June 30, 2016, as set forth in this Agreement. This amount is based on \$0.40 per capita applied to the Public Jurisdiction's population as reported in 2014 population estimates from the California Department of Finance Demographic Research Unit, which listed the Public Jurisdiction as having a population of 1,998. Any adjustment to this formula shall be reviewed and approved by the Board of Directors and presented in writing to the Public Jurisdiction for approval.
2. Nothing herein shall preclude the Public Jurisdiction from contracting separately with Greater Sacramento for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Public Jurisdiction and Greater Sacramento.
3. Greater Sacramento shall submit annual invoices to the Public Jurisdiction on or before July 1 each year. To allow the Public Jurisdiction to budget appropriately, Greater Sacramento shall submit to the Public Jurisdiction a letter indicating the rate structure and full contribution amount no later than May 1 each year. The Public Jurisdiction shall submit full payment within the first quarter of its fiscal year beginning July 1. The Public Jurisdiction is entitled to receive annual audit reports for Greater Sacramento and financial reports at Board of Directors meetings held at least four (4) times per year.

F. COOPERATION

1. The purpose of this Agreement is to set forth the regional economic development program that Greater Sacramento agrees to undertake, the support that the Public Jurisdiction agrees to provide, the respective roles of Greater Sacramento and the Public Jurisdiction, and the payments of the Public Jurisdiction to Greater Sacramento for the fiscal year ending June 30, 2016.
2. The parties acknowledge that Greater Sacramento is a cooperative organization effort between Greater Sacramento and local communities. Accordingly, the Public Jurisdiction and Greater Sacramento covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering Greater Sacramento's goals for the 2015-2016 fiscal year.
3. The Public Jurisdiction agrees to work with Greater Sacramento, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the FY 2016-2017 contract.

IV. GENERAL PROVISIONS

- A. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Agreement, Greater Sacramento shall indemnify, defend, hold, protect, and save harmless the Public Jurisdiction and any and all of its elected officials, officers, and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense, and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Public Jurisdiction brought, made, filed against, imposed upon, or sustained by the Public Jurisdiction, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions, or from operations conducted by Greater Sacramento, its directors, officers, agents, or employees acting on behalf of Greater Sacramento and with Greater Sacramento's knowledge and consent.

Any party entitled to indemnity shall notify Greater Sacramento in writing of the existence of any claim, demand, or other matter to which Greater Sacramento's indemnification obligations would apply, and shall give to Greater Sacramento a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection A shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions, or willful misconduct of such indemnified party.

- B. INSURANCE:** Greater Sacramento shall procure and maintain for the duration of this Agreement, at Greater Sacramento's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by Greater Sacramento, its agents, representatives, employees, or contractors.
- C. EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this Agreement, Greater Sacramento will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, or disability. Greater Sacramento shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Greater Sacramento agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- D. NONLIABILITY OF OFFICIALS AND EMPLOYEES:** No member, official, or employee of the Public Jurisdiction will be personally liable to Greater Sacramento, or any successor in interest, in the event of any default or breach by the Public Jurisdiction or for any amount which may become due to Greater Sacramento or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of Greater Sacramento will be personally liable to the Public Jurisdiction, or any successor in interest, in the event of any default or breach by the Greater Sacramento or for any amount which

may become due to the Public Jurisdiction or successor, or on any obligation under the terms of this Agreement.

- E. NOTICE:** Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to Greater Sacramento:

Greater Sacramento Area Economic Council
Attn: Chief Executive Officer
400 Capitol Mall, Suite 2500
Sacramento, CA 95814

If to the Public Jurisdiction:

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

- F. CONFIDENTIAL INFORMATION:** Both Parties agree, during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the other Party, or to disclose to any person, firm, or corporation without the prior written authorization of either Party, any Confidential Information of either Party. "Confidential Information" means any of Greater Sacramento/the Public Jurisdiction's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, client lists, markets, trade secrets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, billing, charging, or other business information disclosed to one Party by the other, either directly or indirectly. Either Party may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with authorized personnel or authorized representatives or for any other purpose that either Party may hereafter authorize in writing. The Parties agrees that in the event of any breach or threatened breach of this section, either Party may obtain, in addition to any other legal remedies, which may be available, such equitable relief as may be necessary to protect it against any such breach or threatened breach.
- G. REPRESENTATIONS AND WARRANTIES:** The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- H. MODIFICATIONS:** No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.
- I. ASSIGNMENT:** This Agreement and the services contemplated hereunder are personal to Greater Sacramento and the Public Jurisdiction and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.
- J. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
- K. COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
- L. SEVERABILITY:** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- M. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Public Jurisdiction or Greater Sacramento, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

The Agreement is executed as follows:

I, Mark Miller, acknowledge that I am the City Manager of the City of Colfax, a California municipality, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

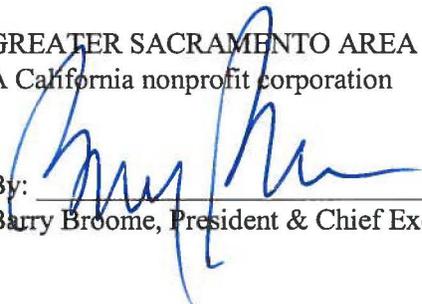
CITY OF COLFAX, a California municipality

By: _____
Mark Miller, City Manager

Date: _____

I, Barry Broome, acknowledge that I am the President & CEO of the Greater Sacramento Area Economic Council, a California nonprofit corporation, and as such officer, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing as such officer.

GREATER SACRAMENTO AREA ECONOMIC COUNCIL,
A California nonprofit corporation

By:  _____
Barry Broome, President & Chief Executive Officer

Date: 5/13/15 _____