



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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



REGULAR MEETING AGENDA

June 14, 2017

Closed Session 6:00 PM

Regular Session 7:00 PM

1. CALL TO ORDER

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

2. CALL TO ORDER

- 2A. Call Open Session to Order
- 2B. Report from Closed Session
- 2C. Pledge of Allegiance
- 2D. Roll Call
- 2E. Approval of Agenda Order

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

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

3. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

- 3A. Minutes - City Council Meeting May 24, 2017
Recommendation: Approve the Minutes of the Regular Meeting of May 24, 2017.
- 3B. Sheriff Contract Amendment
Recommendation: Adopt Resolution 19-2017 approving contract amendment No 2 with the County of Placer, Office of Sheriff-Coroner-Marshal for Law Enforcement Services for Fiscal Year July 1, 2017 – June 30, 2018.
- 3C. Caboose Walkway Project
Recommendation: Adopt Resolution 20-2017 approving an agreement with B&M Builders, Inc. for the Caboose Walkway Project in an amount not to exceed \$17,500.
- 3D. Sewer Service Rates
Recommendation: Accept and File Sewer Service Fees for Fiscal Year 2017-2018.

4. PUBLIC COMMENT

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



5. 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.

- 5A. **Committee Reports and Colfax Informational Items - All Councilmembers**
- 5B. **City Operations Update – City staff**
- 5C. **Additional Reports – Agency partners**

6. PUBLIC HEARING

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. Accept public testimony
5. Council comments and question	6. Close public hearing. (No public comment is taken after the hearing is closed s
7. 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.	

- 6A. **Public Hearing on the written report of delinquent sewer service charges and delinquent solid waste collection fees**
STAFF PRESENTATION: Laurie Van Groningen, Finance Director
RECOMMENDED ACTION: Conduct a public hearing to consider public and staff comments and adopt separate resolutions requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2017-2018.

7. COUNCIL BUSINESS

- 7A. **Electric Vehicle Charging Station Appearance**
Staff Presentation: John Schempf, City Manager
Recommendation: Discuss and direct staff as appropriate.
- 7B. **Message Board Update**
Staff Presentation: John Schempf, City Manager
Recommendation: Discuss and direct staff as appropriate.
- 7C. **Event Liaison Position**
Staff Presentation: John Schempf, City Manager
Recommendation: Approve engaging Amy Ugalde as the Event Liaison for three major City events: 3rd of July, Railroad Days, Winterfest.
- 7D. **Council Goals Update**
Staff Presentation: John Schempf, City Manager
Recommendation: For information only

8. GOOD OF THE ORDER - INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

9. ADJOURNMENT

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

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





City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, May 24, 2017
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. **Call to Order**

Mayor Harvey called the meeting to order at 6:30PM.

1B. **Roll Call**

Council members present: Douglass, Harvey, Hesch, Mendoza, Stockwin

1C. **Public Comment**

There was no public comment.

1D. **Closed Session Agenda**

Conference with real property negotiators pursuant to Government Code Section 54956.8. Property: Assessor's Parcel 006-071-009-000. City Negotiator: City Manager John Schempf. Negotiating Parties: Ann Wendell and City of Colfax. Under negotiation: price and terms.

Closed session was adjourned at 6:45PM.

2 OPEN SESSION

2A. **Call to Order**

Mayor Harvey called the open session to order at 7:00PM.

2B. **Report from Closed Session**

There was nothing to report from closed session.

2C. **Pledge of Allegiance**

Connie Heilaman, President of the Sierra Vista Community Center, led the Pledge of Allegiance.

2D. **Roll Call**

Council members present: Douglass, Harvey, Hesch, Mendoza, Stockwin

2E. **Approval of Agenda Order**

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

AYES: Douglass, Harvey, Hesch, Mendoza, Stockwin

3 PRESENTATION

3A. **Introduce new employees**

City Clerk Cassidy introduced Shanna Stahl, Accounting Technician and Cathy Feiring, Customer Service representative.

Community Services Director Heathcock introduced Mike Blanchar, Maintenance Worker I.

**3B. Carl Bianchini Community Trust Annual Report
Connie Heilaman, President, Sierra Vista Community Center**

Ms. Heilaman gave a report concerning the funds covering the Bianchini Trust and it's usage to maintain the Sierra Vista Community Center. She mentioned the ballfield on the site is used heavily by the public and the Community Center is having difficulty maintaining it. She asked if the City would be willing to match funds to help with the costs of upgrading the ballfield and maintain it.

Council suggested she meet with the grant writing specialist regarding a pro bono grant they will write for Colfax. Council also requested the Sierra Vista Community Center create a budget of their needs for the ball field to bring back a more formal request for Council to consider.

4 CONSENT CALENDAR

4A. Minutes - City Council Meeting May 10, 2017

Recommendation: Approve the Minutes of the Regular Meeting of May 10, 2017.

4B. Cash Summary – April 2017

Recommendation: Receive and file.

4C. Quarterly Investment Report – 3rd Quarter

Recommendation: Receive and file

On a motion by Councilmember Stockwin, seconded by Councilmember Douglass, Council approved the Consent Calendar.

AYES: Douglass, Harvey, Mendoza, Stockwin

ABSTAIN: Hesch

5 PUBLIC COMMENT

Debbie Lindh, Area Resident

- Ms. Lindh thanked Councilmember Stockwin and staff for the link from the City website to the Colfax Elementary School Facebook Page.

Jim Dion, Area Resident

- Mr. Dion requested information concerning the author of the ordinance which bans medical marijuana dispensaries.

Mayor Harvey explained the ordinance was written by the 2008-2012 Council.

Connie Heilaman, President, Sierra Vista Community Center

- Ms. Heilaman asked if the City has made progress on the electronic message board sign.

6 COUNCIL, STAFF, AND OTHER REPORTS

6A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Mendoza

- Councilmember Mendoza reported she recently attended several events including a Bianchini Board Meeting with the new High School student representative, the Coffee with a Cop and a fundraiser for Sheriff Bell.

Councilmember Stockwin

- Councilmember Stockwin gave a report from the Placer County Mosquito and Vector Control Board meeting and handed each council member an information sheet about controlling the spread of the Zika virus.

Councilmember Douglass

- Councilmember Douglass represented the City at several meetings: the Bianchini Board, the All-Volunteer event, the Coffee with a Cop, a SACOG Board meeting, the fundraiser for Sheriff Bell, and a Sierra Vista Community Center clean-up.
- He hosted Mr. Coreless CEO of Sacramento Area Council of Governments (SACOG) on a tour of Colfax. Mr. Coreless was impressed with the potential for the town and expressed interest in SACOG providing funding sources to support economic development projects.
- Councilmember Douglass would like to discuss bringing the rental of the railcar building to a fair market price at a future meeting.

Mayor Pro Tem Hesch

- Mayor Pro Tem Hesch represented the City at the Placer County Transportation Planning Agency (PCTPA) Board meeting. The PCTPA Board approved allocation of \$2.6 million in funding for construction of a roundabout at the main Colfax exit. The funds come from several sources including Caltrans, CMAQ and the owner of the property across S Auburn from the exit.
- He announced the Caboose will host an open house and ribbon cutting in conjunction with the Colfax July 3rd celebration.

Mayor Harvey

- Mayor Harvey stated the more residents could take advantage of Recology Clean-up days as it is a free service that was negotiated for their benefit. There is now a Spring and a Fall Clean-up day.

6B. City Operations – City Staff*City Manager Schempf*

- City Manager Schempf stated the funding from PCTPA and Caltrans is quite a coup for the City, many thanks to Mayor Pro Tem Hesch, Community Services Director Heathcock and Celia McAdam, Executive Director of PCTPA.

Council would like the City to host a public meeting as soon as feasible to solicit public feedback.

- The Sierra Oaks development is underway and on track.
- Mr. Schempf shared an image illustrating how the message board could look.
- He mentioned the ADA Plan has been completed and a public hearing is scheduled for June 21st. This is not a regular Council night but is necessary to meet the tight deadline.

Community Services Director Heathcock

- Mr. Heathcock handed Council a list of recent Community Services Department projects including updating the hanging basket and downtown drip system.
- Engineering staff has designed an ADA compliant walking area around the caboose and is in the process of obtaining bids. This item will be brought before Council at the next meeting.
- Both the shade structure and the ADA transition plan projects are moving forward.

- Union Pacific (UP) has had a short delay before removal of the CA Fruit Growers Association Building (CFGAs).
- He has also worked with owners of 1523 S Auburn to remediate a grading violation and he handed out a letter from the property owner.
- The Gateway sign is set for installation tomorrow afternoon.

6C. **Additional Reports – Agency Partners**

Sergeant Ty Conners, Colfax Substation Commander

- Sergeant Conners thanked Council for their support of Law Enforcement.
- He reported the Green Machine representative has most of the planning for the 3rd of July event well in hand.
- The department continues to have extra patrols at the Bear River Campground.
- He will be testing and interviewing for two positions in Colfax this fall.

7 **COUNCIL BUSINESS**

7A. **Sheriff Contract Review**

STAFF PRESENTATION: Sergeant Ty Conners, Colfax Substation Commander

RECOMMENDED ACTION: Review contract to actuals as presented by Sergeant Conners – Discuss and direct as appropriate.

Sergeant Conners gave a PowerPoint presentation outlining the services offered to Colfax by Placer County Sheriff. The presentation noted Colfax is receiving many services which are included in the contract at no extra cost to the City. He explained the hours have been reduced by 386 hours/year since the 2014-2015 contract. Sergeant Conners would like to see the City bring the contract to full service this year.

Council discussed the contract options – to keep the hours the same, add half of the hours back into the contract or to go to the full contract this year.

On a motion by Mayor Pro Tem Hesch and a second by Councilmember Mendoza, Council agreed to a contract which would keep the same reduced hours as currently provided.

Ayes: Douglass, Hesch, Mendoza, Stockwin

Noes: Harvey

7B. **Signage to Business along Highway 174**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDED ACTION: An application for an off-site sign cannot be approved as per our zoning regulations.

City Manager Schempf stated that with the sign regulations as they are; it is highly unlikely a permit for an offsite sign would be allowed.

Council suggested a sign identifying Cape Horn could be appropriate, but a sign to the businesses along Highway 174 would be inappropriate and unnecessary.

Swend Miller, 317 Swiss Lane, stated the Historic Marker is blocked by trees on the property owned by the Red Frog. Perhaps the City could persuade him to clear the view.

Jim Dion, area resident, stated the sign ordinance is too long.

Foxy McCleary, 127 Saunders Lane, stated there is more than one business along Hwy 174 and perhaps they could be considered a district as a group.

Nancy Hagman, 2428 Ben Taylor Rd, mentioned the Historical Marker is a federal monument and offered to contact someone in Sacramento regarding the marker.

7C. Bull and Bear Structure**STAFF PRESENTATION:** John Schempf, City Manager**RECOMMENDED ACTION:** Verbal Report

City Manager Schempf stated Council discussed this issue a few weeks ago and Mr. Swend Miller is in attendance tonight to speak with Council regarding building a structure to protect the Bull and Bear statues.

Mr. Miller stated the Colfax Area Historical Society (CAHS) would like to protect the Bull and Bear and have obtained the services of an engineer to design a shelter over them. The CAHS is requesting permission to install the structure at no cost to the City.

Council discussed the impact the covering would have on the park area and expressed concerns that it would detract from the esthetics. They requested a plaque describing the historical significance of the Bull and Bear and suggested the best way to preserve the wooden statues with penetrating epoxy followed by a varnish used by sign builders.

City Manager Schempf suggested the City could work with the Society to improve security around the Bull and Bear.

Mr. Miller will take these ideas back to CAHS. Mayor Harvey offered to give the Society advice regarding the protection of the statues.

Mayor Harvey called for a brief recess at 8:57PM. Council resumed the meeting at 9:05PM.

7D. Grant Writing Services**STAFF PRESENTATION:** John Schempf, City Manager**RECOMMENDED ACTION:** Review proposals and authorize the City Manager to pursue a contract with the preferred consultant.

City Manager Schempf stated he had obtained 4 proposals from grant writing companies. Two were included in the agenda and two were provided after the agenda was published. Mr. Schempf handed Council the two new proposals.

Council discussed the proposals and determined it would be best to engage in a short term agreement with California Consulting.

Ms. Heilaman stated California Consulting has offered to do a grant for the Sierra Vista Community Center pro bono and the matching funds can be 'soft funds' using hours worked in lieu of matching funds.

Mr. Miller stated the Friends of the Library had been very successful using an in-house grant writer.

On a motion by Mayor Pro Tem Hesch and a second by Councilmember Stockwin, Council authorized the City Manager to enter into an agreement with California Consulting for two months.

AYES: Douglass, Harvey, Hesch, Mendoza, Stockwin

7E. Letter to Entities Affected by Proposed Federal Budget Cut for Amtrak**STAFF PRESENTATION:** Will Stockwin, Council Member**RECOMMENDED ACTION:** Approve draft letter to Zephyr Corridor agencies and instruct staff to distribute.

Councilmember Stockwin read the letter prepared for distribution to the cities which will be affected if the proposed federal budget cuts funding to the long-distance Amtrak routes. If the proposal goes into effect, the Zephyr route trains which stop in Colfax twice daily will be eliminated. He proposes to send the letter to each city along the Zephyr route and encourage an alliance to lobby for keeping the long distance trains in the federal budget.

Mr. Miller stated this is a great idea and suggested the letter also be sent to the representatives in the House.

On a motion by Councilmember Mendoza and a second by Councilmember Douglass, the Council agreed to send the letter as written to the agencies along the Zephyr Corridor.

AYES: Douglass, Harvey, Hesch, Mendoza, Stockwin

7F. City-wide Event Coordination Idea**STAFF PRESENTATION:** John Schempf, City Manager**RECOMMENDATION:** Verbal Report.

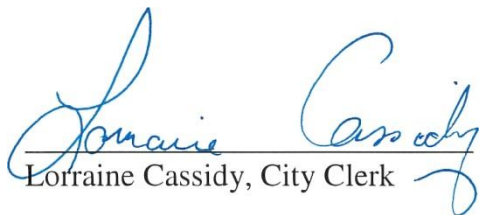
City Manager Schempf stated the Council had indicated a desire for some method of insuring the major events within the City are planned and coordinated by volunteer groups. He suggested the City look into creating a part-time, seasonal staff position as a liaison between the City and the event coordinators. The current Community Services Representative, Amy Ugalde, whose position ends next month has indicated interest in taking this role.

Council authorized staff to pursue the concept, depending upon the cost to the City and with the understanding the City will not be coordinating the events.

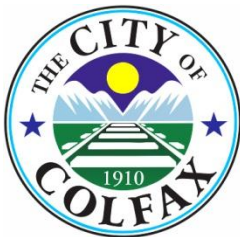
8 ADJOURNMENT

As there was no further business on the agenda, Mayor Harvey adjourned the meeting at 9:36PM.

Respectfully submitted to City Council this 14th day of June, 2017



Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: June 8, 2017
SUBJECT: Sheriff Contract

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$648,084	FROM FUNDS: 100-300, 218-000
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RECOMMENDED ACTION: Adopt Resolution 19-2017 approving contract amendment № 2 with County of Placer, Office of Sheriff-Coroner-Marshal for Law Enforcement Services for Fiscal Year July 1, 2017 – June 30, 2018.

DISCUSSION AND SUMMARY:

Effective July 1, 2015, the City and Placer County executed an agreement for the provision of law enforcement services by the Placer County Sheriff–Coroner-Marshals Office. The contract anticipates annual adjustments to account for increases in salaries, liability insurance, vehicle rates and overall cost of living. Placer County is mandated for sheriff salary adjustments by voter approved Proposition F*.

The current amendment expires June 30, 2017. At the May 24, 2017 regular meeting of City Council, Sergeant Ty Conners presented options for entering into a second amendment.

By motion, Council agreed to continue Placer County Sheriff services at the current hours with a new rate of \$648,084. Staff is requesting Council adoption of a Resolution to accompany the Contract amendment.

ATTACHMENTS:

- a. Resolution 19-2017
- b. FY 2017-18 Sheriff Contract Amendment
- c. Exhibit A
- d. Sheriff Contract 2015

**Measure F was a local initiative sponsored by the Placer County Deputy Sheriff's Association (PCDSA) and passed by the voters of Placer County, effective in 1977. Measure F, codified in Placer County Code § 3.12 040 (Appendix A) and its express terms, are mandatory. Measure F provides the required method for annually determining and setting salaries for specified peace officer classes in Placer County. The Measure F formula requires the County to annually: (1) determine maximum salaries for comparable classes of positions, as listed, in the 3 surrounding counties, El Dorado, Nevada and Sacramento; (2) calculate the average maximum salaries for those three agencies; and then, (3) set the salary of the Placer County comparable employees at a level equal to the average maximum salary of the other three counties. The required average maximums are used to set the salaries for the classifications of Undersheriff, Captain, Lieutenant, Sergeant, and Deputy Sheriff II, effective the first full pay period in February.*

City of Colfax City Council

Resolution № 19-2017

APPROVING CONTRACT AMENDMENT № 2 WITH COUNTY OF PLACER, OFFICE OF SHERIFF-CORONER-MARSHAL FOR LAW ENFORCEMENT SERVICES FOR FISCAL YEAR JULY 1, 2017 – JUNE 30, 2018

WHEREAS, the County of Placer, Office of the Sheriff-Coroner-Marshal (“County”) and the City of Colfax (“City”) have previously contracted for the provision of law enforcement services; and

WHEREAS, the City has received outstanding services provided by the County of Placer for law enforcement services; and

WHEREAS, the City Council has determined that it is in the best interests of the City to approve a Contract with Placer County to continue providing law enforcement services,

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

The Mayor is hereby authorized on behalf of the City to:

1. Execute an agreement for Law Enforcement Services between the City and the County of Placer Office of Sheriff-Coroner-Marshal for Fiscal Year 2017-2018 in the amount of \$648,084 in the form attached,
2. Appropriate, encumber and expend all funds necessary to perform the City’s obligation under the contract, and
3. Execute all other documents necessary to implement that Agreement.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of June, 2017 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

BEGINS: July 1, 2017
ADMINISTERING AGENCY: Sheriff-Coroner-Marshal

CONTRACT NO. 13508
AMENDMENT NO. 2

DESCRIPTION: Contract amendment between County of Placer, Office of the Sheriff-Coroner-Marshal and the City of Colfax to update the annual cost of providing law enforcement services for FY 2017-18

THIS AMENDEMENT No.2 of contract No. 13508 is made as of July 1, 2017, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshal, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, a municipal corporation, hereinafter referred to as "CITY".

The CITY is desirous of services and the COUNTY is willing to provide the services. The original contract No. 13508 is hereby amended as follows:

Section 6 PAYMENT FOR SERVICES: The cost of performing law enforcement services for the year beginning July 1, 2017 through June 30, 2018, both dates inclusive, will be agreed to in the amount of \$648,084 (SIX HUNDRED FORTY EIGHT THOUSDAND EIGHTY FOUR DOLLARS) per attached Exhibit A. This sum shall be paid in four equal quarterly installments of \$162,021 (ONE HUNDRED SIXTY TWO THOUSAND TWENTY ONE DOLLARS) to be paid on September 1, 2017; December 1, 2017; March 1, 2018; and June 1, 2018. The COUNTY will provide an amendment adjusting salaries, liability insurance, vehicle rates, and cost of living to the CITY each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

All other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this amendment the day and year first written above.

CITY OF COLFAX

COUNTY OF PLACER

BY: _____
MAYOR, CITY OF COLFAX

BY: _____
CHAIR, BOARD OF SUPERVISORS

BY: _____
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: _____
CITY ATTORNEY

BY: _____
COUNTY COUNSEL

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2016-2017 Hrly Rate	2017-2018 Hrly Rate	2016-2017 Cost	2017-2018 Cost	Increase/Decrease
0.5	Sergeant	Regular Pay	2080	1040	101.18	109.38	\$ 105,224	\$ 113,754	\$ 8,529
0.5	Sergeant	Overtime	120	60	96.18	96.28	\$ 5,771	\$ 5,777	\$ 6
0.5	Sergeant	Holiday Overtime	48	24	130.66	135.10	\$ 3,136	\$ 3,242	\$ 107
2.25	Deputy II	Regular Pay *	2080	4294	84.77	88.41	\$ 364,016	\$ 379,620	\$ 15,604
2.25	Deputy II	Overtime	127	285.75	76.57	74.66	\$ 21,881	\$ 21,335	\$ (546)
2.25	Deputy II	Holiday Overtime	48	108	103.22	103.47	\$ 11,148	\$ 11,175	\$ 27
0.1	Detective (Deputy II)	Regular Pay	2080	208	83.35	88.41	\$ 17,337	\$ 18,389	\$ 1,051
0.1	Detective (Deputy II)	Overtime	127	12.7	76.57	74.66	\$ 973	\$ 948	\$ (24)
0.1	Detective (Deputy II)	Holiday Overtime	48	4.8	103.22	103.47	\$ 495	\$ 497	\$ 1
Total Personnel Costs							\$ 529,982	\$ 554,736	\$ 24,754

OTHER COSTS:

Item	Description	2016-2017 Cost	2017-2018 Cost	Increase/Decrease
Communication	Telecomm System Access and Radio Costs	\$ 15,634	\$ 15,866	\$ 232
Direct Administrative Support	Dispatch and Administrative Operations	\$ 29,925	\$ 30,287	\$ 363
Equipment & Supplies	Equipment & Supplies	\$ 10,000	\$ 10,000	\$ -
Training	Traffic accident investigation and radar/lidar training 40 hour each	\$ 7,125	\$ 7,125	\$ -
Vehicle Expenses	1.5 vehicles	\$ 32,940	\$ 30,069.68	\$ (2,870)
Total Other Costs		\$ 95,624	\$ 93,348	\$ (2,276)

Total Contract Costs	\$ 625,605	\$ 648,084	\$ 22,479
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Total Contract Change	3.59%
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16-17 Base Quarterly Payments	\$ 162,021
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* 386 hr reduction in DS II Regular Time

BEGINS: July 1, 2015
ENDS: June 30, 2018

CONTRACT NO. 13508

ADMINISTERING AGENCY: Sheriff

DESCRIPTION: Contract between County of Placer, Sheriff-Coroner-Marshall's Office and City of Colfax

THIS AGREEMENT is made as of the 1st day of July, 2015, by and between the COUNTY OF PLACER, Office of the Sheriff-Coroner-Marshall, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the CITY OF COLFAX, a municipal corporation, herein referred to as "CITY".

1. **DURATION OF CONTRACT:** This Agreement shall commence on July 1, 2015, for a period of three years, expiring on June 30, 2018, unless terminated as provided herein.
2. **TERMINATION:** Terms and conditions specifying the level of service and the amounts of payment for services are set out in this agreement. In the event of unforeseen circumstances affecting the obligations of the parties, or their ability to perform, each party to this agreement may terminate all obligations and duties agreed to herein by providing to the other party not less than 120 days advance written notice of termination.
3. **DUTIES OF COUNTY:**
 - A. **COUNTY** shall provide law enforcement services as defined herein within the jurisdiction of the **CITY**. For this purpose, law enforcement services means services generally provided within the boundaries of a city by a city police department, including, but not limited to the enforcement of state and local criminal laws. Such services include patrol, detectives, juvenile services, traffic enforcement, and traffic accident investigation.
 - B. **COUNTY** shall provide and supervise all personnel, furnish all equipment, and except as hereafter provided those supplies necessary to perform its duties under this agreement. **CITY** shall provide all supplies bearing the name of, or relating specifically to the **CITY**, such as stationary, forms, and notices. For **CITY** specific specialized programs, including radar speed enforcement, the **CITY** shall purchase and maintain the required equipment.
 - C. **COUNTY** alone shall control and determine the performance of County personnel servicing under this agreement, including, but not limited to the standards of personnel performance and discipline.
 - D. **COUNTY** shall provide **CITY** with annual reports and statistics regarding the services performed by it under this agreement, such report to be in a form mutually agreed upon by **CITY** and the Sheriff of **COUNTY**.
 - E. **COUNTY** shall give **CITY** the full cooperation and assistance of its officers, agents, and employees.

4. DUTIES OF CITY:

- A. **CITY** shall designate the Sheriff of **COUNTY** as Chief of Police for **CITY** during the term of this contract. (The Sheriff will designate a liaison office to work closely with the **CITY**).
- B. **CITY** shall give **COUNTY** the full cooperation and assistance of its officers, agents and employees. The **CITY** Manager and other persons designated by the **CITY** Council shall coordinate with the Sheriff in all activities by or relating to this contract.

5. STATUS OF PERSONNEL UTILIZED:

- A. **COUNTY** shall utilize County personnel to perform its duties under the terms of this contract. They shall not have, nor acquire, any **CITY** pension, or civil service or other benefits or rights which **CITY** may confer upon **CITY** employees, except that for the purpose of giving them official status in the performance of their duties, such personnel shall be deemed to be officers and agents of **CITY**.

CITY shall not be liable for the payment of any salaries, wages, or other benefits or compensation to any **COUNTY** personnel performing duties under this contract. **CITY** shall not be liable for compensation or indemnity to any **COUNTY** personnel for injury or sickness arising out of the performance of their duties under this agreement.

- 6. PAYMENT FOR SERVICES:** **CITY** shall pay **COUNTY** the cost of performing law enforcement services provided in this agreement. The cost of performing such services includes, but is not limited to, standard salaries of employees engaged in performing the services, a proration of vacation, sick leave and other related/scheduled absences earned during such services, the expense of the **COUNTY'S** normal benefit contributions including Retirement and Worker's Compensation Insurance premiums on salaries, liability insurance, and **COUNTY'S** "Other Costs" as identified in Exhibit A. The cost of performing such services shall not include items of expense attributable to costs that **COUNTY** would incur regardless of whether or not it provided the service to **CITY** under this agreement.

The cost of performing law enforcement services for the year beginning July 1, 2015 through June 30, 2016, both dates inclusive, will be initially agreed to in the amount of \$608,319 (SIX HUNDRED EIGHT THOUSAND, THREE HUNDRED NINETEEN DOLLARS) as per Exhibit A. This sum shall be paid in four quarterly payments of \$152,080 (ONE HUNDRED FIFTY TWO THOUSAND, EIGHTY DOLLARS) to be paid on October 1, 2015, January 1, 2016, April 1, 2016, and June 30, 2016. The **COUNTY** will provide amendments adjusting salaries, liability insurance, vehicle rates and Cost of Living to the **CITY** each year for basic law enforcement services for adoption effective July 1 with an amendment approved by both parties.

Nothing in this contract is intended to alter the effect of any statute or County Ordinance related to fees for housing of inmates sustained for City Ordinance violations or for Criminal Justice Administration fees, (i.e., Government Code Section 29550, et seq., Placer County Code Section 50).

7. **LEVEL OF SERVICE:** For the term of this contract beginning July 1, 2015, and ending June 30, 2018, both dates inclusive, **COUNTY** shall provide routine patrol and related services for the **CITY** on a 24-hour per day basis within **CITY** boundaries.

Additional services associated with special events within the **CITY** boundaries may incur additional cost. **COUNTY** and **CITY** shall discuss and agree upon the additional services and additional costs necessary to support the special event.

In the event the **CITY's** General Fund financial condition substantially changes, both **PARTIES** agree to meet and re-evaluate the agreement and service levels provided herein.

8. **INDEMNIFICATION:** Except as hereinafter provided, **COUNTY** shall indemnify and hold harmless **CITY**, its officers and employees, from any and all claims, actions, or proceedings, or liability for injuries or damages to persons and property caused by **COUNTY'S** performance of services under this contract. **COUNTY** shall defend on behalf of **CITY**, at **COUNTY'S** sole expense, any such actions or proceedings and shall pay, when final, any judgments, awards or settlements in any such actions or proceedings. Neither **COUNTY** nor any officer or employee thereof, shall be responsible for injuries or damages to persons or property occurring by reason of anything done or omitted to be done by **CITY** under or in connection with this agreement. **CITY** shall defend, indemnify and hold harmless **COUNTY** from liability from such actions or omissions.
9. **FINE, FORFEITURES:**
- A. Except as provided in subparagraph "B" below, **CITY** shall receive proceeds of all fines, forfeitures, penalties and payments for infractions, including all traffic citation proceeds.
- B. All forfeitures under federal law or the California Control of Profits of Organized Crime Act (Penal Code Sec. 186 et seq.) shall be disbursed as provided in federal law or Penal Code Sec. 186.8.
10. **CITY FACILITIES:**
- A. The **CITY** will provide the **COUNTY** adequate office space for law enforcement related needs as agreed upon by the **CITY** and the Sheriff.
- B. **CITY** will provide adequate lighting of the parking area in front of the City Hall where patrol unit(s) will be parked.
- C. **CITY** will pay for all normal utility services for such space including telephone services consisting of at least two phone lines (excluding any long distance phone calls)
- D. **CITY** will also pay for custodial/maintenance service to the office space they provide to the **COUNTY**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF COLFAX, "CITY"

COUNTY OF PLACER, "COUNTY"

BY: Ken A. Daylen
MAYOR, CITY COUNCIL

BY: [Signature]
CHAIR, BOARD OF SUPERVISORS

BY: Edward M. Bennett
PLACER COUNTY SHERIFF

APPROVED AS TO FORM

APPROVED AS TO FORM

BY: Not Required
CITY ATTORNEY

BY: Brett S. Hall
COUNTY COUNSEL

DEPUTY COUNTY COUNSEL

Attachment: Exhibit A

SALARY AND BENEFITS:

Qty	Class/Description	Pay Type	Annual Hours/Units	Billable Hours/Units*	2014-2015 Hrly Rate	2015-2016 Hrly Rate	2014-2015 Cost	2015-2016 Cost	Increase/Decrease
	0.5 Sergeant	Regular Pay	2080	1040	96.18	96.56	\$ 100,023	\$ 100,427	\$ 404
	0.5 Sergeant	Overtime	120	60	89.90	91.09	\$ 5,394	\$ 5,465	\$ 71
	0.5 Sergeant	Holiday Overtime	48	24	121.13	122.28	\$ 2,907	\$ 2,935	\$ 28
	2.25 Deputy II	Regular Pay	2080	4294	82.00	82.24	\$ 352,104	\$ 353,140	\$ 1,036
	2.25 Deputy II	Overtime	127	285.75	74.09	75.05	\$ 21,170	\$ 21,446	\$ 276
	2.25 Deputy II	Holiday Overtime	48	108	99.83	100.75	\$ 10,781	\$ 10,881	\$ 100
	0.1 Detective (Deputy II)	Regular Pay	2080	208	80.03	80.34	\$ 16,645	\$ 16,710	\$ 65
	0.1 Detective (Deputy II)	Overtime	127	12.7	71.41	72.34	\$ 907	\$ 919	\$ 12
	0.1 Detective (Deputy II)	Holiday Overtime	48	4.8	96.22	97.11	\$ 462	\$ 466	\$ 4
Total Personnel Costs							\$ 510,394	\$ 512,391	\$ 1,997

OTHER COSTS:

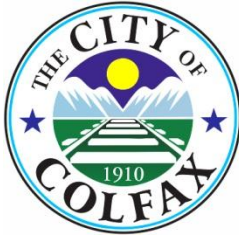
Item	Description	2014-2015 Cost	2015-2016 Cost	Increase/Decrease
Communication	Telecomm System Access and Radio Costs	\$ 13,475	\$ 15,274	\$ 1,799
Direct Administrative Support	Dispatch and Administrative Operations	\$ 29,123	\$ 29,389	\$ 265
Equipment & Supplies	Equipment & Supplies	\$ 10,000	\$ 10,000	\$ -
Training	Based on Routine Annual Training	\$ 7,125	\$ 7,125	\$ -
Vehicle Expenses	1.5 vehicles	\$ 33,372	\$ 34,141	\$ 769
Total Other Costs		\$ 93,095	\$ 95,928	\$ 2,833

Total Contract Costs	\$ 603,490	\$ 608,319	\$ 4,829
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Total Contract Change	0.80%
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15-16 Base Quarterly Payments	\$ 152,079.75
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*Decreased total Deputy billable hours by 386 starting 1/4/15.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Wes Heathcock, Community Services Director
DATE: June 7, 2017
SUBJECT: Caboose Walkway Project

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$17,500	FROM FUNDS: 286 (Community Projects) 213 (Park & Rec Mitigation Fees)
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RECOMMENDED ACTION: Adopt Resolution 20-2017 approving an agreement with B&M Builders, Inc. for the Caboose Walkway Project in an amount not to exceed \$17,500.

DISCUSSION AND SUMMARY:

The Placer Sierra Historical Railroad Society (PSHRS) has invested a substantial amount of volunteer time and money to refurbish the City of Colfax Caboose structure. The PSHRS is completing the final pieces of the restoration and has requested the City of Colfax make the necessary walkway improvements. City Council provided staff with verbal direction at the May 24, 2017 meeting to proceed with procuring a contractor to install the flatwork before the July 3rd Grand Opening.

In an effort to reduce the flatwork costs, Public Works staff has provided a large portion the prep work needed to set forms. The tasks Public Works staff completed include: removal of unsuitable inert material and installation of the base rock material, relocation of flagpole electrical wiring, installation of a rail surface drain system, and placement of ballast rock between the rails.

The finished walkway around the Caboose will be stamped concrete with grey color and a red color stamped exterior border. The contractors also recommended sealing the surface to extend the surface life, which is a line item of the staff recommended quote.

Staff solicited quotes from three contractors to perform the concrete work in the time allotted.

Contractor	Cost	Comments
B&M Builders	\$15,900	Includes seal product
MBJ Concrete Construction	\$17,030	Does not include seal product
WC Construction	\$0	Not able to meet the project timeline

Based on the above costs, staff is recommending the City Council authorize the City Manager to enter into a service agreement with B&M Builder Inc. in the amount not to exceed \$17,500, which includes a 10% contingency on the cost estimate based on the quote.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The cost of the Project is \$15,900 with a \$1,600 contingency request totaling \$17,500. Funding sources consists of Parks & Recreation Mitigation fees (213) contribution of \$17,254 and Community Projects (286) contribution of \$246.

ATTACHMENTS:

- a. Resolution 20-2017
- b. Bid Proposals
- c. Engineer's Drawing

City of Colfax

City Council

Resolution № 20-2017

APPROVING AN AGREEMENT WITH B&M BUILDERS, INC. FOR THE CABOOSE WALKWAY PROJECT IN AN AMOUNT NOT TO EXCEED \$17,500.

WHEREAS, the City Council directed staff to proceed with procuring a contractor to install the flatwork surrounding the Caboose before the July 3rd Grand Opening; and,

WHEREAS, City staff solicited three quotes from concrete contractors; and,

WHEREAS, B&M Builders Inc. was the lowest responsive bidder; and,

WHEREAS, the City staff is recommending approving the service contract with B&M Builders Inc. for the caboose walkway project in an amount not to exceed \$17,500.

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

1. The City Manager is authorized on behalf of the City to execute a contract with B&M Builders Inc. in an amount not to exceed \$17,500,
2. To Execute all other documents necessary to facilitate construction of the project, and,
3. To appropriate, encumber and expend sufficient funds to pay all amounts due and payable by the City under that contract.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of June, 2017 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

ORIGINAL PLOT DATE:

N. MAIN ST.

REMOVE EXISTING CURB

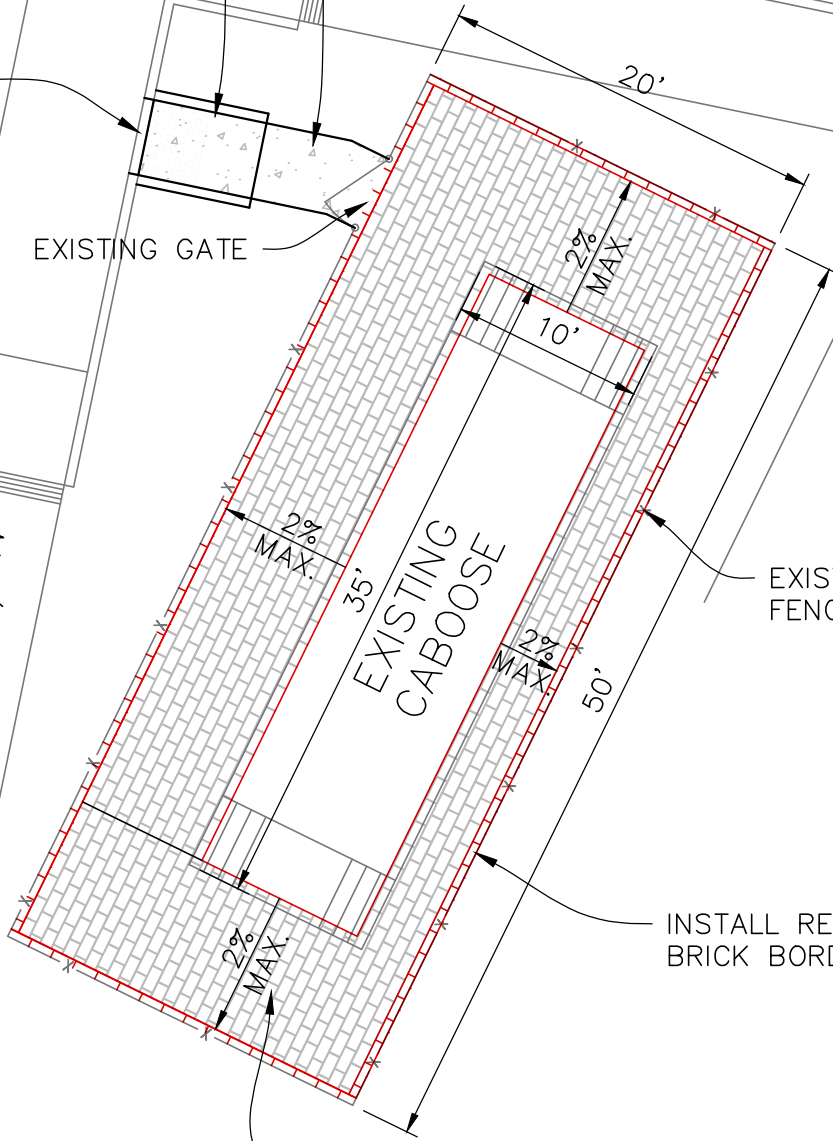


EXISTING GATE

INSTALL TYPE F CURB RAMP PER CALTRANS STD PLAN RSP A88A

INSTALL 4' WIDE CONCRETE SIDEWALK 4" PCC OVER 4" AGG BASE. 2% MAX CROSS SLOPE

EXISTING S/W



EXISTING CABOOSE

EXISTING FENCE

INSTALL RED BRICK BORDER

INSTALL GRAY COLORED STAMPED CONCRETE, EXTEND 6" UNDER CABOOSE. SLOPES SHALL NOT EXCEED 2%.

E. GRASS VALLEY ST.

CITY OF COLFAX
RAMP AND CONCRETE PAD
AT CABOOSE

B&M Builders, Inc.

11330 Sunrise Park Drive, Ste. C
Ranch Cordova, CA 95742
Office: (916) 638-8626
Fax: (916) 352-6944
CA Lic. 861848- A, B, C-8, C31
DIR # 1000003277

CONTRACT / PROPOSAL

Name: Travis Williams- Coastland Civil Engineering
Address
City/Zip
Contact Phone: 530-718-0267

JOB: Colfax Train Stamped Concrete

DATE: 6/5/2017

NO. OF PAGES: 2

Estimator: Seth Maxey
Contact info: (916) 919-3283

Prevailing Wage: No

<u>ITEM#</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>PRICE</u>
1.	Form and pour approx. 700 sq ft of stamped, colored concrete. Form and pour ADA ramp with truncated dome.	LS	\$14,500.00
2.	High Gloss Sealer for stamped concrete(If Requested)	LS	\$1,400.00
3.	140 LFT of thin brick border	LS	\$2,100.00

This is a Contract/Proposal for the work as outlined. If this Contract/Proposal is agreeable to the recipient please sign two copies and mail both copies back along with accurate billing information and a contact phone number to B&M Builder, Inc. at the address listed above. B & M Builders, Inc. will sign one copy and send it back. By signing this Contract/Proposal and initialing the 2nd page, the signing parties are hereby accepting and incorporating the inclusions and exclusions of this proposal listed above and on page 2. Once signed by both parties this Contract/Proposal shall be considered complete and enforceable. We are an open shop, not Union, and will not sign any subcontract requiring B & M Builder, Inc. to sign or be bound to any collective bargaining agreement and will complete all of our work on a non-union basis. If this proposals work is subject to acceptance of a subcontract, review and acceptance of said contract must comply with our Contract/Proposal.

SEE ATTACHED FOR INCLUSIONS AND EXCLUSIONS

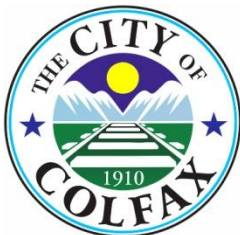
SIGN & PRINT _____

TITLE & DATE _____

INCLUSIONS AND EXCLUSIONS

1. PRICE ESCALATION: Buyer acknowledges that national and regional supply shortages for the new raw material necessary for the production and delivery of the material may occur and that the prices for oil and fuel as well as liquid asphalt and aggregate may increase during the term of the Contract/Proposal. In the event that B & M Builders, Inc. incurs cost increase (s) in the purchase price of material to be supplied or delivered under this Contract/Proposal, then the Buyer and B & M Builders, Inc. shall negotiate to mutually agree upon a revised price. If the parties cannot agree upon a revised price, then either party may, upon two (2) days written notice, terminate the agreement as to any material not delivered to Buyer as of the date of the termination.
2. If any aggregate base (AB) is needed due to unsatisfactory sub-grade and requiring additional excavation, it will be handled as a Contract Change Order.
3. No redwood header board or extruded curbs by Contractor, unless specified in Contract/Proposal. Contractor assumes no responsibility for damage to any existing header board or extruded curbs adjacent to/or in work area.
4. Any structural section recommended by B & M Builders, Inc. should be considered as a minimum only and no warranty, expressed or implied, is given as to the suitability for the use intended. In areas of heavy traffic loadings or marginal underlying soils, a Soils Engineer should be consulted. (The minimum paving section for car traffic is 4" of aggregate base and 2" of asphalt concrete).
5. Any damage to newly paved or sealcoated areas, which are properly barricaded for no admittance (If done by B & M Builders, Inc.), will not be the liability of B & M Builders, Inc. This also includes pedestrian tracking of sealcoat material, tack oils, etc. outside of work areas.
6. Construction water shall be based on using either an existing fire hydrant or other adequate water source located on site, at no cost.
7. Contractor bears no responsibility for damages to existing utilities encountered at less than 12" below finished AC grade.
8. When the pavement to be removed by Contractor is thicker than the specified depth, additional charges will apply and the work will be stopped until a field order or change order are executed.
9. When the area to be paved has a drainage slope less than 1.25%, B & M Builders, Inc. will not be responsible for any bird baths (puddles), which may occur.
10. Contractor bears no responsibility for raveling of feathered edges. No post sweep is included after initial final clean up of our work site.
11. The performance and/or longevity of crack filler not warranted.
12. Additional, unforeseen work shall be priced on a separate contract change order prior to the start of such work. In the event the change order amount cannot be readily determined, the work will be performed on a time and material basis using furnished rates for labor, equipment, materials and hauling, plus a markup of 25% for overhead and profit.
13. Prior to or at start of work, a field investigation of existing pavement elevations will be made to determine that proper drainage occurs. In the case of a single price, lump sum contract, any adjustments to the scope of work of Contractor due to drainage problems will require a contract change order.
14. When others have prepared the underlying sub-grade, B & M Builders, Inc. will not be responsible for any future failure of the new asphalt concrete surfacing due to compaction problems/settlement of the sub-grade. Owner understands if the underlying sub-grade consists of highly expansive soil, subsequent (after paving) reflective cracking may also occur.
15. No testing, permits, QA/QC Plans, inspections or fees by Contractor.
16. No prime or fog seal by Contractor. No sterilization included by Contractor, unless specified in Contract/Proposal.
17. No notification of owners or agencies affected by the work.
18. No storm water pollution prevention
19. No adjustment of existing utilities or boxes.
20. In case of an overlay, no removal or roughening of existing markings or markers. No removal of existing vegetation.
21. No cleaning of tack oil or tire marks from existing surfaces from trucks or equipment used to place and compact AC.
22. No tree trimming.
23. No installation of pavement markings, temporary or permanent.
24. No planter backfill by Contractor. All landscape grading, excavating, filling, etc. is excluded. No import/export by Contractor, unless specified in Contract/Proposal.
25. Underground utility or structural spoils generated by others shall be removed by others before Contractor commences work.
26. Trench compaction for utilities installed by others shall be the responsibility of others.
27. Staking must be performed by others, excepting staking normal to a Contractor's operations (performed by a grade setter).
28. All concrete, except extruded curbs, must be installed prior to base and paving work and must have ten (10) days cure time. Otherwise B & M Builders, Inc. will not be responsible for any damage.
29. Payment and/or Performance bond not provided by Contractor but are available for an additional fee based on the value of the project. Please call for more information.
30. One move-in for each element of work. Additional move-ins caused by delay or other factors beyond the control of Contractor shall be assessed at a rate of \$1,500 per move-in plus move-in for rental equipment, if any.
31. Governmental inspection, if required, to be scheduled by General Contractor or owner.
32. No structural or drainage warranty is expressed or implied if sub-grade or AB grade is performed by others.
33. Sub-grade to be provided within +/- 0.1' (+/- 1/10th of a foot). Quantities of cut and fill are assumed to balance.
34. Contract/Proposal is based on current costs for materials, trucking and equipment. If costs change for any reason B & M Builders, Inc. reserves the right to negotiate new prices
35. Substantial commencement of work pursuant to the contract shall mean move-in of labor and/or equipment.
36. Final payment is to be determined by the actual quantities installed at the respective unit price. However, for items that decrease in quantity by 25% or less, the bid quantity will be the invoice amount. For item decreased of more than 25%, the unit price will be re-negotiated.
37. No traffic controls, including plans, flagging, signs, attenuator trucks/trailers, posting of no parking signs, barricades, and notifications, unless specified in Contract/Proposal.
38. No removal of items from work area including towing vehicles in work area.
39. The bid/proposal submitted by B & M Builders, Inc. lists specific items of work. Any work not listed is excluded from this bid.
40. Contractor's proposal has items for rough subgrade and final subgrade. Any additional grading caused by others, i.e., underground, electrical, building utilities, concrete, etc. will be invoiced on a time and material basis. Stockpiled dirt generated by others shall be removed on a T & M basis.
41. B&M Builders, Inc. accepts no financial responsibility in the event that the scheduled start date is delayed due to factors beyond our control. These factors include, but are not limited to, material shortages, plant breakdowns, trucking shortages or equipment breakdowns.
42. B&M Builders, Inc. accepts no responsibility for any ADA Compliance work on existing parking lots without an engineered drawing (prepared by others).
43. B & M Builders, Inc. will not accept any responsibility for damage to project unless a "Punch List" is presented within 10 (ten) days of completion of our work and the damage was the fault of B & M Builders, Inc.
44. In the case of a single lump sum contract, any alteration or deviation from the bid items involving extra work and/or extra cost of material or labor will only be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing and signed by a person with apparent authority of, or who is an agent of contracting party. No change orders are necessary if the contract is a unit price (per ton, per square foot, etc.) contract. All agreements are contingent upon strikes, accident, or delays beyond our control.

INT. _____



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
Staff

DATE: June 7, 2017

SUBJECT: Sewer Service Rates for Fiscal Year 2017-2018

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and File Sewer Service Fees for Fiscal Year 2017-2018.

BACKGROUND AND ANALYSIS:

Colfax Municipal Code 13.08.160 Fee Adjustments - The sewer service fee, including lift station charges, shall be reviewed annually and amended by resolution of the City Council when determined necessary.

Resolution No. 33 – 2008 (Attached)

Note 1: Sewer Base Rate will continue to increase by a 3.5% inflator every year beyond 2012-2013 unless modified by the Council. Additional rate increases may be necessary if costs exceed projections. Any such additional increases shall be subject to Prop 218.

Note 2: The Collection & Lift System rate is set at \$12.20 with future increases to be considered after the line assessment study is completed. Any such additional increases shall be subject to Prop 218.

RECOMMENDATION:

Based on current budget projections, staff recommends no change be made to the calculation of annual sewer service fees as approved in Resolution No. 33– 2008.

Sewer Rates per Equivalent Dwelling Unit (EDU)*		
	Current	New
Inside City Limits	2016-2017	2017-2018
Sewer Base Rate	\$ 110.69	\$ 114.56
Collection & Lift Systems	\$ 12.20	\$ 12.20
Total per Month	\$ 122.89	\$ 126.76
Total Bi-Monthly	\$ 245.78	\$ 253.53
<i>Monthly Increase</i>		\$ 3.87
<i>Bi-Monthly increase</i>		\$ 7.75
<i>Annual Increase</i>		\$ 46.49

This rate schedule does not affect the I&I assessment (\$74.40/EDU) collected annually on the property tax bills. This assessment is in effect until May 30, 2018 (Colfax Municipal Code 13.08.170 – I&I project sewer charge).

CITY OF COLFAX

RESOLUTION NO. 33- 2008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX SETTING WASTEWATER TREATMENT AND COLLECTION SYSTEM USER RATES

WHEREAS, the Colfax City Council has duly considered the monthly sewer rates necessary to fund:

- 1) maintenance and operations of the City's new wastewater treatment plant;
- 2) the debt service on a State Revolving Fund (SRF) loan for the construction of the new wastewater treatment plant; and
- 3) improvements required by the Central Valley Regional Water Quality Control Board to the collection system, including lift stations; and .

WHEREAS, the SRF loan has financed the construction of a new tertiary treatment facility that will produce effluent to meet standards and deadlines as set forth in the National Pollutant Discharge Elimination System (NPDES) and Cease and Desist Order, both of which were approved by the Regional Water Quality Control Board in October 2007; and

WHEREAS, the Council has held a noticed public hearing and further multiple subsequent hearings and received a tremendous amount of community input; and

WHEREAS, the rate schedule attached hereto and made a part hereof as Exhibit A, is intended to provide sufficient revenue through increases over the next 6 years to meet the obligations as set forth in Agreement Number: 07-836-550 (Project Number: C-06-4470-110) in the amount of \$7,485,865 and other requirements of the Regional Water Quality Control Board;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Colfax that the attached monthly sewer rate schedule and annual increases shown therein is approved to be effective January 1, 2009, subject to further proceedings pursuant to Proposition 218.

IT IS FURTHER RESOLVED that the City Council finds that the uniform collection system rate provides for improvements and enhanced maintenance that allows the City to avoid spills and fines that benefits all users equally.

IT IS FURTHER RESOLVED that a notice of the rate increases and justification therefore shall be mailed to all parties subject to the rate increases and a public hearing as

required by Proposition 218 to provide opportunity for protest of the rate increase shall be held on November 19, 2008 at 7:00 p.m. or as soon thereafter as the matter may be heard.

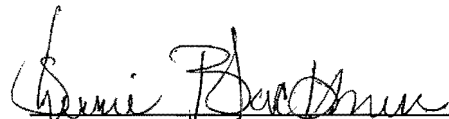
PASSED AND ADOPTED this 23rd day of September 2008 by the following vote:

AYES: Council members Alpine, Roberts, Delfino and Mayor Blackmun

NOES: None

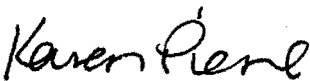
ABSENT: None

ABSTAIN: None



Sherrie Blackmun, Mayor

ATTEST:



Karen Pierce, City Clerk

The rate schedule below does not affect the I&I assessment collected annually on your property tax bills. It also does not change the additional 46 cents added to non-city users to cover repayment of 1978 General Obligation Bonds.

MONTHLY RATE SCHEDULES AS ADOPTED IN RESOLUTION NO. 33-2008

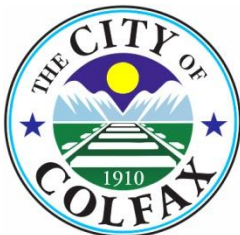
ANNUAL MONTHLY RATE PER EQUIVALENT DWELLING UNIT (EDU)*

	CURRENT					
	RATE/ MONTH	Jan. – June 2009	July – June 2009-2010	July – June 2010-2011	July – June 2011-2012	July – June 2012-2013
SEWER BASE RATE (See Note 1)	\$ 60.00	\$ 87.00	\$ 87.00	\$ 90.05	\$93.20	\$ 96.46
COLLECTION & LIFT SYSTEMS ADDED RATE FOR CAPITOL COSTS AND LIFT STATIONS O & M (See Note 2)	---	\$ 12.20	\$ 12.20	\$ 12.20	\$ 12.20	\$ 12.20

Note 1: Sewer Base Rate will continue to increase by 3.5% inflator every year beyond 2012-2113 unless modified by the Council. Additional rate increases may be necessary if costs exceed projections. Any such additional increases shall be subject to Prop 218.

Note 2: This rate is set at \$12.20 with future increases to be considered after the line assessment study is completed. Any such additional increases shall be subject to Prop 218.

Questions can be directed to Karen McBride at 916-549-3265 kmcbride@rcac.org or Jean Thompson-Ibbeson, at 916-207-8814, , jthompson@rcac.org



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED BY: Laurie Van Groningen, Finance Director

DATE: June 07, 2017

SUBJECT: Public Hearing on the written report of delinquent sewer service charges and delinquent refuse collection fees.

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Conduct a public hearing to consider public and staff comments and adopt separate resolutions requesting collection of delinquent sewer and refuse collection fees on the Placer County Tax Roll for Tax Year 2017-2018.

SUMMARY:

Colfax Municipal Code (the "Code") Title 8 and Title 13, authorize the City to collect delinquent sewer service charges and delinquent refused collection fees on the secured tax roll at the same time as general property taxes. The Code requires the City Council to adopt a Resolution(s) in order to collect the delinquent charges on the tax roll.

Separate written reports for collection of delinquent sewer service charges and delinquent charges for refuse collection services have been prepared and are on file with the City Clerk. The written report for delinquent sewer service charges contains a description of each parcel receiving sewer services and facilities and the amount of the delinquent sewer service charges. The written report for delinquent refuse collection charges includes the parcel number of each parcel of real property upon which the charges are delinquent, the name(s) of the owner(s) of the real property to which refuse collection services were provided, the street address of the property served, the period of service, and the amounts due including reasonable administrative charges. All charges reflected in the written report have been computed in conformity with the Code.

A public hearing is required before the proposed Resolutions 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 in compliance with the Code. All property owners with a delinquent balance were notified in writing of the public hearing process within the times required by the Code.

The purpose of the hearing is to allow the Council to hear objections and protests to the reports. At the conclusion of the hearing, the Council may adopt, revise, change, reduce or modify any sewer service charge or charge for refuse collection services in either report, sustain or overrule any objections to either report and adopt or decline to adopt the reports as modified. If the reports are adopted with or without modification, the City Clerk will file them with the County Auditor-Controller. The charges reflected in the final reports will be collected at the same time as ad valorem property taxes and remitted to the City, subject to a 1% County administrative charge. Placer County requires resolution containing specific provision to be adopted in order to collect the delinquent charges on the tax roll.

FISCAL IMPACT:

There are \$104,198.41 delinquent Sewer charges and \$8,360.76 delinquent refuse collection fees due as of June 2, 2017. These amounts will be paid to the City and deposited into the appropriate fund.

CONCLUSION:

This process is essential to properly collecting delinquent sewer service charges and delinquent refuse collection fees on the annual County tax roll. Without this process, the City would have to pursue separate collection efforts against each property owner.

ATTACHMENTS:

1. Exhibit A – Report of Delinquent Sewer Service Charges and Refuse Collection Fees (Revised Report Date June 2, 2017)
2. Resolution 21-2017 and 22-2017

City of Colfax

Delinquent Sewer Service Charges and Refuse Collection Fees

Report Date: June 2, 2017

The attached reports include:

- 1. Delinquent sewer accounts as of June 2, 2017 by individual account.**
- 2. Delinquent refuse collection accounts as of June 2, 2017**

Delinquent balances that remain unpaid as of the County filing deadlines will be placed on the tax rolls for 2017-2018.

- 1. Unsecured (denoted as "US" on report) direct charges will be transferred to County by June 29, 2017.**
 - 2. Secured direct charges which represent the balance of the delinquent accounts will be transferred to County by July 21, 2017.**
- Applicable interest, penalty, and administrative fees will be added to the account balance before transfer to the County.**

City of Colfax
Delinquent Refuse Collection - Recology 2017

<u>Acct #</u>	<u>Parcel #</u>	<u>Address</u>	<u>Owner</u>	<u>Dates of Service</u>	<u>Lien Amount</u>	
	041567593	101-200-031-000	214 Canyon Creek Cir	Jose Chavez	7/1/16 - 6/30/17	\$210.32
R	041567981	101-200-028-000	247 Canyon Creek Cir	Kenneth & Rose Arnold	7/1/16 - 6/30/17	\$285.64
R	041568435	101-200-044-000	300 Canyon Creek Cir	Lisette Keane	7/1/16 - 6/30/17	\$285.64
R	041571058	006-074-009-000	121 E Marvin St	Rob Ohnmacht	7/1/16 - 6/30/17	\$285.63
	041710268	006-010-006-000	9 Gearhart Ln	David Johnson	7/1/16 - 6/30/17	\$667.65
	041862788	100-270-030-000	203 Glendale Rd	Justino Sanchez	7/1/16 - 6/30/17	\$431.64
	041569102	100-270-047-000	205 Glendale Rd	Joan Kane	7/1/16 - 6/30/17	\$300.93
R	041569144	101-010-044-000	1149 Hwy 174	Patrick & Jerri Borrow	7/1/16 - 6/30/17	\$285.61
	041572296	100-260-044-000	105 Mink Creek Dr	Debra J. Walker	7/1/16 - 6/30/17	\$238.30
	041569565	006-044-006-000	159 N Foreshill Ave	Janet Williams	7/1/16 - 6/30/17	\$284.37
	041570209	006-076-023-000	32 North Star Ave	John Panter	7/1/16 - 6/30/17	\$300.93
	041572072	006-010-041-000	140 Oak Hill Dr	Matthew Hilton	7/1/16 - 6/30/17	\$283.12
	041896513	006-112-060-000	133 Pine St	Rebecca Quentmeyer	7/1/16 - 6/30/17	\$238.15
R	041571439	006-112-063-000	155 Pine St	Vicki Smith	7/1/16 - 6/30/17	\$409.91
	041570654	006-030-006-000	150 Pleasant St	Helen Markle	7/1/16 - 6/30/17	\$357.09
	041571629	006-010-051-000	455 Pleasant St	Neil Wheeler c/o Jeff Wheeler	7/1/16 - 6/30/17	\$187.85
R	041572270	100-160-010-000	603 Railroad Ave	Cindy P. Whittet	7/1/16 - 6/30/17	\$286.80
R	041577543	006-080-042-000	230 Rising Sun Rd	Kelly Holderfield	7/1/16 - 6/30/17	\$203.63
	041572932	006-030-012-000	127 Sanders Ln	Foxy McCleary	7/1/16 - 6/30/17	\$366.69
R	041586098	006-112-055-000	136 Scholtz Ave	Ted Gibson	7/1/16 - 6/30/17	\$285.65
R	041572163	006-112-048-000	232 Scholtz Ave	Kirk & Tammy Faltersack	7/1/16 - 6/30/17	\$409.84
R	041573211	006-044-007-000	210 Sunrise Ave	George & Dorothy Back	7/1/16 - 6/30/17	\$285.63
	041802198	100-260-036-000	203 Treasurton St	Nicholas & Amanda Pena	7/1/16 - 6/30/17	\$300.25
	041573161	010-260-037-000	205 Treasurton St	Michael & Bonnie Mothorn	7/1/16 - 6/30/17	\$450.01
R	041573401	100-270-016-000	212 Treasurton St	Deborah LeStrange	7/1/16 - 6/30/17	\$285.66
	041682574	006-133-002-000	10 Walnut St	Emma & Adam Seal	7/1/16 - 6/30/17	\$148.19
R	041633221	006-133-005-000	44 Walnut St	Elizabeth Koerber	7/1/16 - 6/30/17	\$285.63
						\$8,360.76

City of Colfax
 Delinquent Sewer Accounts
 Report Date: June 2, 2017

Location ID	Service Address	Total Due	Name	Prop ID
AUBS-000150-0000-00	150 S AUBURN ST	\$2,172.60	GARGAN/STEPHANIE//	006103006000
AUBS-000313-0000-03	313 S AUBURN ST	\$1,622.16	MALNONADO/ISACC//	006141004000
BENT-024675-0000-00	24675 BEN TAYLOR RD	\$1,064.23	RIEDEL/CHRIS//	100120047000
CACC-000214-0000-00	214 CANYON CREEK CIR	\$1,622.16	CHAVEZ/JOSE//	101200031000
CACC-000247-0000-00	247 CANYON CREEK CIR	\$1,622.16	ARNOLD/KEN//	101200028000
CACC-000300-0000-00	300 CANYON CREEK CIR	\$1,622.16	KEANE/LISETTE//	101200044000
CANC-000203-0001-00	203 CANYON COURT/333 CAN	\$788.96	FTCRA./LLC.//	101080030000
CHUE-000120-0000-02	120 E CHURCH ST	\$1,622.16	TILITSON/LARRY//	006076018000
COLF-000015-0000-01	15 COLFAX AVE	\$1,622.16	DAHMEN/KIRSTIN//	006053007000
COND-000104-0002-00	104 CONDI LN	\$1,108.70	MEDEIROS/JOHN//	100260026000
CULV-000015-0000-00	15 CULVER ST	\$1,622.16	RAMEY/B.L.//	006063006000
CULV-000232-0000-00	232/236 CULVER ST	\$2,919.81	CHIPP/RORY//	006092011000
DEPO-000150-0000-00	150 DEPOT STREET	\$1,638.17	LISH/ RAY//	006030051000
FORS-000034-0000-00	34 S FOREST HILL AVE.	\$827.47	DIEDRICH/LESLIE//	006076010000
FORS-000120-0000-00	120 S FOREST HILL AVE.	\$1,341.96	PORTER/DAVE//	006104008000
FORS-000159-0000-00	159 S FOREST HILL AVE.	\$1,622.16	WILLIAMS/JANET//	006044006000
FOST-000204-0000-02	204 FOSTER RD	\$1,176.10	THATCHER/STEPHEN//	100270027000
FOST-000210-0000-02	210 FOSTER RD	\$1,622.16	BARNARD/MICHAEL & DENISE//	100270024000
GEAR-000009-0000-00	9 GEARHART LN	\$1,865.59	JOHNSON/DAVID//	006010006000
GEAR-000044-0000-00	44 GEARHART LN	\$1,622.16	GRACELYNN INTERPRISE, INC	006022002000
GLEN-000203-0001-00	203 GLENDALE RD	\$2,198.11	SANCHEZ/JUSTINO//	100270030000
GLEN-000205-0000-85	205 GLENDALE RD	\$1,341.96	KANE/JOAN//	100270047000
GRAV-023695-0000-00	23695 GRAND VIEW AVE	\$1,414.68	WHEELER/NEIL//	101161031000
GRAV-023735-0000-01	23735 GRAND VIEW AVE	\$1,710.06	ROBERTS/KENT//	101161029000
GRAV-023755-0000-00	23755 GRAND VIEW AVE	\$1,710.06	OSGOOD/BOB//	101161028000
H174-000323-0000-00	323 HWY 174	\$1,341.96	JOHNSON/PAM//	006143011000
LINC-000029-0000-00	29 LINCOLN ST	\$1,622.16	ANDERSON/SELEN//	006093005000
LINC-000112-0001-01	112 LINCOLN ST	\$2,172.60	DIMAGGIO/DOMINIC//	006122001000
MAIN-000007-0000-00	7 N MAIN ST	\$2,541.44	US TODD/GARY//	006071007000
MAIS-000121-0002-00	121 S MAIN ST	\$1,622.16	MORGAN RANCH LTD	006091007000
MARE-000121-0000-02	121 E MARVIN STREET	\$1,622.16	OHNMACHT/ROB//	006074009000
MINC-000105-0000-00	105 MINK CREEK DR	\$1,896.19	WALKER/DEBRA//	100260044000
MINC-000116-0000-01	116 MINK CREEK DR	\$1,896.19	BARR/JASON//	100260053000
NORS-000032-0000-00	32 NORTH STAR AVE	\$1,597.58	PANTER/JOHN HENRY//	006076023000
NOSS-000033-0000-02	33 S NORTH STAR AVE	\$1,015.63	KUBICH/AMEE//	006076016000
NOSS-000045-0000-00	45 S NORTH STAR AVE	\$1,622.16	STRAND/MIKAEL//	006076017000
OAKE-000034-0000-00	34 E OAK ST	\$797.08	FIDDYMENT/KATHRYN//	006101007000
OAKH-000108-0000-00	108 OAK HILL DR	\$1,622.16	SCHWARTZ/KRIS//	006010046000
OAKH-000139-0000-00	139 OAK HILL DR	\$1,622.16	SARGENT/PHIL//	006010039000
OAKH-000140-0000-02	140 OAK HILL DR	\$1,622.16	HILTON/MATTHEW//	006010041000
OAKR-001334-0000-00	1334 OAK RIDGE DR	\$1,723.60	SHOBERG/KERRY//	100250044000
OAKW-000205-0000-02	205 W OAK ST	\$1,622.16	HEGENAUER/KURT & CINDY//	006080033000
OAKW-000211-0000-00	211 W OAK ST	\$1,609.87	GONZALES/JIMMY & TIFFANY//	006080032000
OAKW-000233-0000-00	233 W OAK ST	\$1,000.00	BOZZA/FRANK//	006080017000
PINS-000133-0000-02	133 PINE ST	\$1,341.96	QUENTMEYER/REBECCA//	006112060000
PINS-000155-0000-00	155 PINE ST	\$2,919.81	SMITH/VICKI//	006112063000
PLEA-000120-0000-00	120 PLEASANT ST	\$1,064.23	DELCARLO/ANGELO//	006030037000
PLEA-000150-0000-00	150 PLEASANT ST	\$1,622.16	MARKLE/HELEN//	006030006000
PLEA-000455-0000-00	455 PLEASANT ST	\$1,896.19	WHEELER/NEIL//	006010051000
RISS-000230-0000-00	230 RISING SUN RD	\$1,622.16	HOLDERFIELD/KELLEY//	006080042000
ROSE-000333-0000-00	333 ROSE AVE	\$1,261.76	DESOTO/CHARLES//	006122002000
SHOL-000232-0000-00	232 SCHOLTZ AVE	\$1,622.16	FALTERSACK/KIRK//	006112048000
SHOL-000444-0000-00	444 SCHOLTZ AVE	\$1,622.16	PRICE/WAYNE//	100130050000
TREA-000151-0000-02	151 TREASURTON ST	\$1,597.58	MARK/LISA//	100260013000
TREA-000169-0000-00	169 TREASURTON ST	\$887.59	MEANS/ROBERT//	100260031000
TREA-000203-0000-00	203 TREASURTON ST	\$1,622.16	PENA/NICOLAS//	100260036000
TREA-000212-0000-00	212 TREASURTON ST	\$1,622.16	LESTRANGE/DEBORAH//	100270016000
VIST-000222-0002-00	222 VISTA AVE	\$1,622.16	HECKMAN/JOSHUA//	006045004000
VIST-000225-0000-03	225 VISTA AVE	\$1,009.91	CONKLIN/SONJA//	006044011000
WALN-000010-0000-02	10 WALNUT ST	\$2,328.20	SEAL/ADAM & EMMA//	006133002000
WALN-000044-0000-00	44 WALNUT ST	\$1,622.16	MCSHANE/BETH//	006133005000
WASH-000052-0002-00	52 WASHINGTON ST	\$1,622.16	SMITH/MICHAEL//	006132001000
WHIT-000130-000A-00	130 WHITCOMB AVE	\$3,600.10	RIEBE/BART//	100230057000
WIND-000115-0000-00	115 WINDER RD	\$1,622.16	KIPP/SAMUEL & SARA//	100260025000

\$104,198.41 **64**

City of Colfax

City Council

Resolution № 21-2017

CONFIRMING THE REPORT OF DELINQUENT REFUSE COLLECTION
ACCOUNTS AND PLACING LIENS ON SAID PROPERTIES AND SPECIAL
ASSESSMENTS UPON PROPERTY TAXES PURSUANT TO CITY OF COLFAX
MUNICIPAL CODE SECTION 8.20.130.

WHEREAS, pursuant to Colfax Municipal Code Title 8, Chapter 8.20, subscription to, and payment for, Refuse Collection Service for all occupied properties in the City of Colfax is mandatory; and

WHEREAS, pursuant to the provisions of the Colfax Municipal Code, each owner of property for which there is a delinquency in payment for refuse collection services has been notified in writing of their obligation to subscribe to waste collection services and make payment for that service; and

WHEREAS, said property owners have been notified in writing of the commencement of lien proceedings; and

WHEREAS, Refuse Collection Service has been provided by Recology Auburn Placer to all properties described in the report attached hereto as Exhibit "A" and each of said properties remains delinquent in the payment for waste collection services in the amounts reflected in Exhibit A; and

WHEREAS, said property owners have failed to make payments for sixty days or more for waste collection services as required; and

WHEREAS, the City and Recology Auburn Placer have incurred collection and delinquency costs on the above described delinquent properties; and

WHEREAS, City staff has established an administrative charge of \$40 per parcel for processing the delinquent accounts and recording the assessment lien; and

WHEREAS, the City has, on June 14, 2017, held a duly noticed public hearing and afforded each delinquent property owner identified on Exhibit A to this Resolution the right to object to and protest the assessment lien for delinquent collection charges and administrative fees; and

WHEREAS, the City Council has reviewed, considered, revised and corrected the delinquent accounts report as it deems just.

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

1. The City Council hereby confirms the report of delinquent accounts attached as Exhibit A hereto and made a part hereof and hereby places a lien and levies a special assessment against said properties in the amounts described.
2. The City Clerk is hereby authorized to record a certified copy of the confirmed report with the Placer County Recorder. Exhibit A may be amended to delete or reduce any enumerated refuse collection service charges and administrative costs paid before the special assessments authorized by this Resolution are forwarded to the Placer County Recorder.
3. The City Clerk is hereby directed to deliver a copy of this Resolution to the Placer County Auditor-Controller who is authorized to cause the above amounts to be collected in the manner provided by law for the collection of ad valorem taxes and special assessments.
4. 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 Exhibit A attached hereto.
5. 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).
6. 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 the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of the City.
7. In consideration for the County's collection of the charges 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 the County of any of the City's said taxes, assessments, fees and/or charges requested to be collected by the County for the City, or in any manner arising out of the City's establishment and imposition of said taxes, assessments, fees and/or charges. The 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 the City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

8. The City agrees that its officers, agents and employees will cooperate with the County by responding to all inquiries referred to the City by the County from any person concerning the City's taxes, assessments, fees and/or charges, and that the City will not refer such persons to the County officers and employees for response.

9. 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.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 14th day of June, 2017 by the following vote on roll call:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

City of Colfax

City Council

Resolution № 22-2017

REQUESTING COLLECTION OF SEWER SERVICE CHARGES ON THE PLACER COUNTY TAX ROLL FOR TAX YEAR 2017-2018

Whereas, Colfax Municipal Code Title 13, Chapter 13.08, Article VI authorizes the City of Colfax (the “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

Whereas, a written report attached as Exhibit A to this Resolution (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

Whereas, 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

Whereas, at the June 14, 2017 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

Whereas, 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

Whereas, 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,

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 hereby incorporated into this Resolution.

2. The Report attached as Exhibit A hereto is adopted and said adoption is final. The City Clerk is hereby directed to file with the Placer County Auditor-Controller a copy of this Resolution 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 A 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 XIIC and XIID 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 the County on the property tax roll of any taxes, assessments, fees and/or charges on behalf of the 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 the County of any of the City’s said taxes, assessments, fees and/or charges requested to be collected by the County for the City, or in any manner arising out of the City’s establishment and imposition of said taxes, assessments, fees and/or charges. The 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 the City’s taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the 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 the City by the County from any person concerning the City’s taxes, assessments, fees and/or charges, and that the City will not refer such persons to the 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.

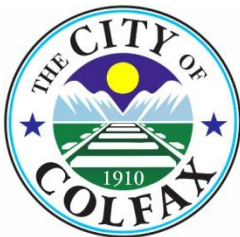
The foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Colfax held on the 14th day of June, 2017 by the following vote on roll call:

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

Stephen Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Travis Berry, Technical Services Manager
DATE: June 6, 2107
SUBJECT: Electric Vehicle Charging Station Appearance

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

BACKGROUND AND DISCUSSION

The new electric vehicle charging stations in downtown Colfax were installed pursuant to an agreement with the charging stations owner (EVGo) that states in part,

“Visual Appearance of the Charging Station(s). The Charging Station(s) will be installed in a historically significant location within the City. The City, at its sole cost and expense, reserves the right to alter the visual appearance of the Charging Station(s) and/or bollards in a manner that better aligns with the City’s goal of maintaining a historic appearance in the Historic District. After installation of the Charging Station(s), any proposed changes to the exterior of the Charging Station(s) and/or bollards shall be approved by EVgo, which approval shall not be unreasonably withheld, before implementation. Any changes in visual appearance shall not obstruct or hinder in any way the regular use of the Charging Stations(s) as intended, presented, and installed by EVgo.”

Local artist Foxy McCleary, at the request of the Colfax Garden Club, has submitted artist renderings to the City depicting how the electric vehicle charging stations would appear if painted in a leaf design.

RECOMMENDATION

Staff recommends Council

1. Review the artist’s renderings and make a determination whether to submit the renderings to EVGo for EVGo’s approval to have Ms. McCleary paint the charging stations as depicted,
2. Review the renderings and suggest an alternative approach.
3. Choose to the leave Electric Charging Stations as is.

Attachments:

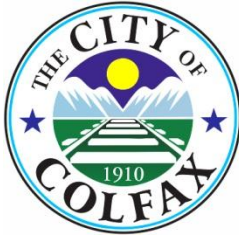
1. Charging Station as existing
2. Renderings (3) c/o Foxy McCleary

Colfax Charging Stations – As Existing



Electric Charging Stations – Artist’s Rendering





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: John Schempf, City Manager
DATE: June 8, 2017
SUBJECT: Message Board - Update

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input checked="" type="checkbox"/>	UN-FUNDED	AMOUNT: \$10-12,000	FROM FUNDS: Unknown
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RECOMMENDED ACTION: Discuss and direct staff as appropriate.

DISCUSSION AND SUMMARY:

We decided against the railroad post and elevated sign due to traffic safety and cost concerns (eyes off the road and engineering/construction estimates of \$50,000).

We are now suggesting a passenger vehicle eye level two sided message board located near the Schuyler Colfax statue. Site distances and traffic speeds are favorable and vandal proofing costs are reasonable.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Cost estimates:

- \$25-28,000 for sign
- \$5-7,000 for pedestal and installation

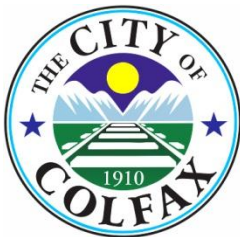
Contribution distribution:

- \$10-12,000 City
- \$10-12,000 High School
- \$500-\$1000 Each Service Organization

ATTACHMENTS:

- a. Rendering of message board near Schuyler Colfax Monument





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Amy Ugalde
DATE: 06/07/2017
SUBJECT: Event Liaison Proposal

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND: 120
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RECOMMENDED ACTION: Approve engaging Amy Ugalde as the Event Liaison for three major City events: 3rd of July, Railroad Days, Winterfest

BACKGROUND:

At the May 10, 2017 City Council Meeting, Council indicated an interest in ensuring the major City events are planned and coordinated by volunteer groups. Staff provided a possible solution to the concern at the May 24, 2017 meeting and Council directed staff to bring a proposal for approval. Council had two concerns, cost and maintaining the understanding that the City will not be coordinating the events.

The City Manager has discussed the possibility of retaining the current Customer Service Representative (CSR) as a new Event Liaison. Amy Ugalde, who has opted to step down from the CSR position to pursue another vocation, is interested in staying with the City on a part-time, seasonal basis in order to help the City and event coordinators stay on track for organizing the City's signature events.

The proposed Event Liaison responsibilities include:

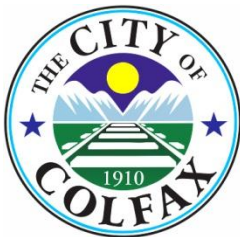
- Coordinating the communication between the event coordinator, the City, Law Enforcement agencies, CalFire and all other parties involved.
- Assisting with the local emergency personnel and public works department to insure the health and safety of the public.
- Enhancing the visibility of events to local and surrounding areas with advertising and marketing
- Placing extra focus on the traditional annual events that really put Colfax on the map;
 - Colfax July 3rd Celebration
 - Railroad Days
 - Winterfest

FISCAL IMPACT:

Approximately \$1,000.00

CONCLUSION:

This will result in a strong assurance that the signature events will continue and remain of a high quality.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 14, 2017 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: John Schempf, City Manager
DATE: June 8, 2017
SUBJECT: Council Goals Update

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

RECOMMENDED ACTION: For information only.

COUNCIL GOALS

Priority Tier	Project	Required Time to Complete
I A	ADA Transition Plan	July 1, 2017
I B	Sewer Rate Study	6 months
I C	CDBG – Current funds	6 months
I D	Hotel Process	Every 2 weeks
I E	Employee Handbook	June 2017
I F	Streets/Roads Feasibility Study	6 months
II G	Update Emergency Plan	1 year
II H	Gateway Signs	1 year
II I	General Plan – Zoning	1 year
II J	General Plan – Land Use	1 year
II K	General Plan – Circulation	1 year
II L	National Historic Designation	1 year
II M	Municipal Code update	1.5 years
III N	Sphere of Influence Expansion	1.5 years
III O	Downtown Revitalization	1.5 years

I A: On schedule; June 28 adoption.

I B: August 31 completion date.

I C: July 31 completion date.

I D: Administrative Citation to impose fines sent June 13.

I E: June 28 adoption

I F: PMP almost completed; major concern that no ready identifiable source of significant funds;

August agenda discussion.

II G: No action to date.

II H: Need location decision; July 12 agenda.

II I: Concentrating on Updating the Zoning Map (October 31) and some clean-up of the Zoning Ordinance (December 31) first. See attached memo.

II J – III O: No action to date.

ATTACHMENTS:

- a. Planning Division Work Plan Priorities Recommendation



DATE: June 8, 2017
TO: John Schempf, City Manager
FROM: Amy Feagans, Planning Director *AF*

SUBJECT: PLANNING DIVISION WORK PLAN PRIORITIES RECOMMENDATION

The City Council, as part of their goal-setting workshop this past winter, commented that the General Plan is in need of an update and specifically identified the Land Use Element and Circulation Element as the most critical given the increased interest in new development in town.

As you and I have since discussed, it is my suggestion that we recommend to the City Council reprioritizing this effort to a lower level. As I understand it, the primary reason for directing this update of the Circulation Element was because of the language in policy 3.5.1.2 relating to the City maintaining “a level “C” service standard for City intersections and roadways” that could be interpreted as limiting future development opportunities. However in discussing this with the City Attorney, it is his opinion that the specific language of this policy is not limiting as written, but should be viewed in context with other City programs and policies such as the traffic mitigation program. Together these programs can be interpreted as encouraging and not limiting future growth. Therefore there is no urgency to amending this element.

The Land Use Element is in need of a clean-up. There is language in this element that is more geared to a zoning ordinance than to a general plan. But as we rely primarily on the zoning ordinance for development regulations, and use the General Plan as a document that gives us our overall “general” direction for future growth, this clean-up is not as critical to the day-to-day operation of the planning division.

Therefore, I recommend that we do not undertake any amendments to the General Plan at this time. Instead our efforts would be better directed on cleaning up the some of the language in the zoning code and work on creating a correct “official zoning map” for the City.