



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

July 26, 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 Employment pursuant to Government Code Section 54957.
Position Title: City Manager.

2. CALL TO ORDER

- 2A. Call Open Session to Order
- 2B. Report from Closed Session
- 2D. Pledge of Allegiance
- 2E. Roll Call
- 2F. 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 – Special Meeting June 21, 2017.
Recommendation: Approve the Minutes of the Special Meeting of June 21, 2017.
- 3B. Minutes – Regular meeting June 28, 2017
Recommendation: Approve the Minutes of the Regular Meeting of June 26, 2017.
- 3C. Minutes – Regular meeting July 12, 2017
Recommendation: Approve the Minutes of the Regular Meeting of July 12, 2017
- 3D. Cash Summary Report – June 2017
Recommendation: Receive and file
- 3E. Sierra Oaks Estates Emergency Vehicle Access Easement
Recommendation: Adopt Resolution 27-2017 authorizing acceptance of the Emergency Vehicle Access Easement between the City of Colfax and the Pinetop Homeowners Association.
- 3E. Notice of Completion – North Main Street Bike Lane Project.
Recommendation: (1) Adopt Resolution 28-2017 accepting the North Main Bike Route and Pedestrian Improvements Project as complete and authorizing the recording of the Notice of Completion. (2) Approve final budget.



- 3F. **Bureau Veritas Contract for Building Inspection Services – Renewal**
Recommendation: Adopt Resolution 29-2017 Authorizing the Acting City Manager to extend the contract with Bureau Veritas for Building Inspection Services on an as needed basis, not to exceed \$72,000 for the Fiscal Year ending June 30, 2018.
- 3G. **Sierra Valley Energy Authority JPA Amendment – Name Change**
Recommendation: Adopt Resolution 30-2017 amending the Joint Exercise of Powers Agreement for Sierra Valley Energy Authority to ratify and confirm the name change from Sierra Valley Energy Authority to Pioneer Community Energy.

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. COUNCIL BUSINESS

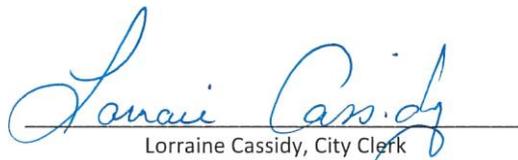
- 6A. **Appointment of Interim City Manager**
Staff Presentation: Mick Cabral, City Attorney
Recommendation: Adopt Resolution 30-2017 appointing Wes Heathcock as Interim City Manager and authorizing the Mayor to execute an Employment Agreement with him.

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

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

8. 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.


Lorraine Cassidy, City Clerk

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





City of Colfax
City Council Minutes
Special Session of Wednesday, June 21, 2017
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. **Call to Order**

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

1B. **Pledge of Allegiance**

California Highway Patrol Officer Chris Nave led the Pledge of Allegiance.

1C. **Roll Call**

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

2 PUBLIC COMMENT

There was no public comment.

3 PUBLIC HEARING

3A. **ADA Transition Plan**

Presentation: Dane Schilling, City Engineer

Recommendation: Receive a presentation; conduct a public hearing and adopt by resolution the ADA Self-Evaluation Plan for the Public Right of Way.

Mayor Harvey opened the public hearing at 7:02PM.

City Manager Schempf introduced Dane Schilling of Coastland Engineering.

Mr. Schilling gave a PowerPoint presentation outlining the purpose of an ADA Self-Evaluation Plan. The Plan inventories the City's right-of-way infrastructure (sidewalks and curbs) as well as the policies of the City and then creates a plan to improve the accessibility for all persons in accordance with the American Disabilities Act. The Plan includes a prioritization list of projects which should be implemented over the course of the ensuing years.

Council asked Mr. Schilling for clarification of some points and agreed in general that it is a good report.

Foxy McCleary, 127 Saunders, asked if Depot Street was included in the report. Mr. Schilling confirmed Depot Street was addressed by the ADA Plan.

Mayor Harvey closed the Public Hearing at 7:46PM.

On a motion by Mayor Pro Tem Hesch and a second by Councilmember Stockwin, Council adopted Resolution 23-2017 approving and adopting the City of Colfax ADA Self-Evaluation and Transition Plan for the Public Right of Way.

AYES: Douglass, Harvey, Hesch, Mendoza, Stockwin.

4 INFORMATIONAL WORKSHOP

4A. Roundabout

Presentation: Wes Heathcock, Community Services Director

Recommendation: Receive a presentation, accept public comment, discuss.

Mr. Heathcock gave Council several handouts explaining the funding sources for the proposed roundabout (\$1,250,000 – Caltrans; \$900,000 – CMAQ funding; Remainder – Developer) and a preliminary mock-up of the site plan from the developer.

The ad hoc committee for Land Use/New Development Strategies needs to meet soon to determine the appropriate amount the developer will be asked to invest.

City Manager Schempf stated the developer is aware of the need to work closely with the City in order to develop the property and to contribute their portion of the roundabout before breaking ground. City Attorney Cabral should probably be present in the committee meeting.

Council discussed the project and expressed satisfaction with the preliminary plans as presented.

CHP Officer Chris Nave and Lieutenant Jeff Neiman stated the roundabout will help with traffic flow and safety issues. They were very supportive of the plan to build a roundabout.

Charles Burke, 150 S Foresthill St, stated he doesn't believe the roundabout is a good solution for Colfax traffic issues. He feels a new On/Off ramp at 174 would be far more effective.

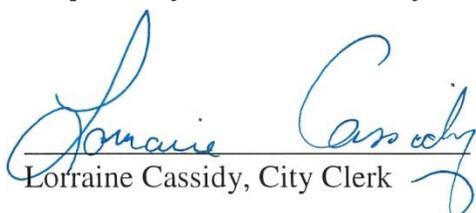
Foxy McCleary, 127 Saunders Ln, asked when construction will begin. It is too soon to determine details of the construction plan.

Mr. Heathcock stated staff will keep the community involved and install a diagram of the roundabout near the proposed location as soon as possible.

5 ADJOURNMENT

As there was no further business on the agenda, Mayor Harvey adjourned the meeting at 8:10PM.

Respectfully submitted to City Council this 26th day of July, 2017


Lorraine Cassidy, City Clerk



City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, June 28, 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 6:00PM.

1B. **Roll Call**

Council members present: Harvey, Hesch, Mendoza, Stockwin

Council member absent (excused): Douglass

1C. **Public Comment**

There was no public comment.

1D. **Closed Session Agenda**

Public employee performance evaluation pursuant to Government Code Section 54957

Title: City Manager

Closed session was adjourned at 6:58PM.

2 OPEN SESSION

2A. **Call to Order**

Mayor Harvey called the open session to order at 7:03PM.

2B. **Report from Closed Session**

There was nothing to report from closed session.

2C. **Pledge of Allegiance**

Foxy McCleary, 127 Saunders Lane, led the Pledge of Allegiance.

2D. **Roll Call**

Council members present: Harvey, Hesch, Mendoza, Stockwin

Council member absent (excused): Douglass

2E. **Approval of Agenda Order**

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

AYES: Harvey, Hesch, Mendoza, Stockwin

3 CONSENT CALENDAR

3A. **Minutes – City Council Meeting June 14, 2017**

Recommendation: Approve the Minutes of the Regular Meeting of June 14, 2017.

3B. **Minutes – Special Workshop Meeting June 21, 2017**

Recommendation: Approve the Minutes of the Special Workshop Meeting of June 21, 2017.

3C. **Cash Summary Report – May 2017**

Recommendation: Receive and file.

3D. **Employee Handbook**

Recommendation: Adopt Resolution 24-2017 adopting the revised Employee Handbook effective July 1, 2017.

3E. **Budget Review**

Recommendation: Adopt Resolution 25-2017 adopting and amending the 2017-2018 Operating Budget.

3F. **City Funding Support for July 3rd Event 2017**

Recommendation: Approve support for the 2017 event on July 3rd.

3G. **Annual Sewer Impact Fee Increase**

Recommendation: Adopt Resolution 26-2017 approving the Annual Sewer Impact Fee effective July 1, 2017.

3H. **Recology Rate Increase**

Recommendation: For information only.

On a motion by Mayor Pro Tem Hesch, seconded by Councilmember Stockwin, Council unanimously approved the Consent Calendar.

AYES: Harvey, Hesch, Mendoza, Stockwin

4 **PUBLIC COMMENT**

Foxy McCleary, 127 Saunders Lane

- Ms. McCleary asked Council's opinion of her new rendition to paint the Electric Charging Stations.

Council directed staff to submit the drawings to EVgo which owns the charging stations.

Karla Jameson, 21 E Oak Street

- Ms. Jameson reminded Council of the incident that occurred on Oak Street during the last 3rd of July event. Access for emergency vehicles was blocked to rescue a child that was hurt.

Council directed staff to communicate with local law enforcement and the event coordinator to prevent parking on one side of the street.

5 **COUNCIL, STAFF, AND OTHER REPORTS**5A. **Committee Reports and Colfax Informational Items – All Councilmembers**

Councilmember Mendoza

- Councilmember Mendoza had nothing to report.

Councilmember Stockwin

- Councilmember Stockwin gave a report from the Placer County Mosquito and Vector Control District Board meeting.
- The Bull and Bear statue has been repaired.

Mayor Pro Tem Hesch

- Mayor Pro Tem Hesch reminded everyone the Caboose Grand Opening is scheduled for July 3rd at 1:00PM.

Mayor Harvey

- Mayor Harvey stated the Caboose is looking good.
- He thanked Finance Director Van Groningen for confirming the grant used to offset costs of the sheriff contract is state funded.

5B. **City Operations – City Staff**

City Manager Schempf

City Manager Schempf gave Council a handout listing staff activities and accomplishments since the last meeting and highlighted a few of those items.

- He stated the Vice President of the Chamber plans to attend the next meeting and report about the recent Economic Development meeting.
- He attended the Chamber Mixer.
- Both the Budget and ADA/Transition Special meetings went well.
- Staff met with Caltrans and PCTPA regarding the roundabout and Colfax will be the lead agency for the project.

Community Services Director Heathcock

Mr. Heathcock handed Council a list of recent Community Services Department projects and discussed the highlights.

- Union Pacific is moving forward with demolition of the CA Fruit Growers Association Building (CFGGA), but there has been a delay. Currently, the building is slated to be down by August.
- The Colfax Garden Club and public works crew has worked to get the downtown planters looking great.
- The Colfax Lioness Club has about \$6000 they would like to donate towards a City project – if Council has suggestions please let him know.
- The City Engineer has begun work on the Pavement Management Plan.

5C. Additional Reports – Agency Partners

Frank Klein, President Colfax Area Chamber of Commerce

- Mr. Klein reported 30-40 people were in attendance at the mixer last week.
- He commended staff for sprucing up the depot in preparation for the 3rd of July and commented that the new welcome sign on Highway 174 looks great.

6 COUNCIL BUSINESS

6A. I-80 Freeway Closure Plan

STAFF PRESENTATION: Wes Heathcock, Community Services Director

RECOMMENDED ACTION: Discuss and direct staff as appropriate.

Community Services Director Heathcock reported he met with the District Manager of Caltrans regarding the winter storm road closures. They discussed the suggestions made by Council at a previous meeting – the radio repeater has been repaired, the message boards are repaired and temporary boards will be employed to give notice to motorists of road closure. City staff and Caltrans are proposing moving the closure site to the Canyon View exit and providing locals with a windshield sticker which will allow them to use a ‘locals only lane’. Staff is asking Council’s opinion of these two suggestions.

Council was fully in support of a locals-only lane, but expressed concern about moving the exit for closure away from town. Council requested staff conduct a survey of local businesses and hold a public meeting.

Mr. Klein stated his informal survey regarding business activity during road closures would indicate most businesses would prefer moving the road closure to the Canyon View exit as proposed.

6B. Message Board Update Voting Delegate for League of CA Cities 2017 Annual Conference

STAFF PRESENTATION: Lorraine Cassidy, City Clerk

RECOMMENDED ACTION: Select Voting Delegate and Alternate.

City Clerk Cassidy handed each Council member a schedule of the League Conference which will be held September 13-15, 2017 in Sacramento and explained the Council needs to select a voting delegate and an alternate to represent the City during the business meeting.

Councilmembers Mendoza, Stockwin and Douglass indicated they would like to attend the conference. Council selected Councilmember Mendoza as the Voting delegate and Councilmember Stockwin as the alternate.

6C. Committee for a Memorial Plaque to Honor Gertrude Paul

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDED ACTION: Appoint members of the Council for the committee and recommend members of the public to serve on the committee

City Manager Schempf stated Council asked to place this item on the agenda so a committee could be selected to determine an appropriate site and method for honoring long-time resident and volunteer, Gertrude Paul. Staff suggests the butterfly garden behind the depot as a good location for a memorial plaque.

Councilmember Stockwin likes the idea of the butterfly garden and offered to serve on the committee.

Ms. McCleary suggested the committee speak with the Lioness Club about the plaque since the Lioness' are maintaining the garden plot.

Council suggested Ms. McCleary and Kristi Parnham serve on the committee.

7 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENT REGARDING THE BUSINESS OF THE CITY

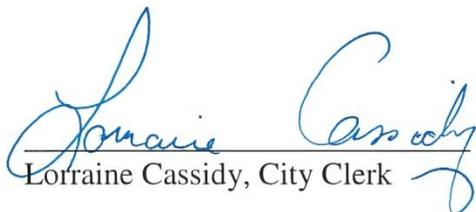
Councilmember Mendoza has obtained information for businesses regarding emergency preparedness. She plans to coordinate with the Chamber to distribute the information.

Mayor Harvey stated there is very little business for the next meeting and suggested cancelling the July 12, 2017 meeting. Council agreed to cancel the next regularly scheduled open session meeting.

8 ADJOURNMENT

As there was no further business on the agenda, Mayor Harvey adjourned the meeting at 7:56PM.

Respectfully submitted to City Council this 26th day of July, 2017


Lorraine Cassidy, City Clerk



City of Colfax
City Council Minutes
Regular Meeting of Wednesday, July 12, 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 6:00PM.

1B. Roll Call

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

1C. Public Comment

There was no public comment.

1D. Closed Session Agenda

Public employee performance evaluation pursuant to Government Code Section 54957
Title: City Manager

Closed session was adjourned at 6:28PM.

2 OPEN SESSION

2A. Call to Order

Mayor Harvey called the open session to order at 6.28PM.

2B. Report from Closed Session

Council reported that it took action to terminate the contract with the City Manager and appoint Wes Heathcock as Acting City Manager with the following vote.

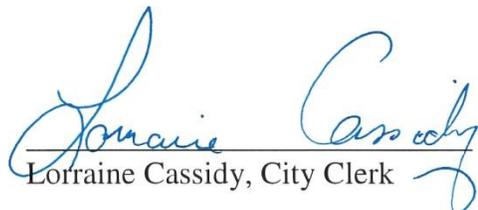
Ayes: Harvey, Hesch, Mendoza, Stockwin

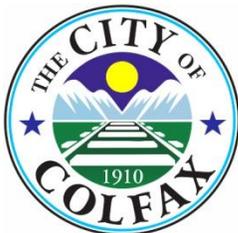
Noes: Douglass

3 ADJOURNMENT

As there was no further business on the agenda, Mayor Harvey adjourned the meeting at 6:28PM.

Respectfully submitted to City Council this 26th day of July, 2017


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 26, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Acting City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: July 19, 2017
SUBJECT: City of Colfax Cash Summary Report: June 2017

<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: June 2017.

BACKGROUND AND ANALYSIS:

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

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

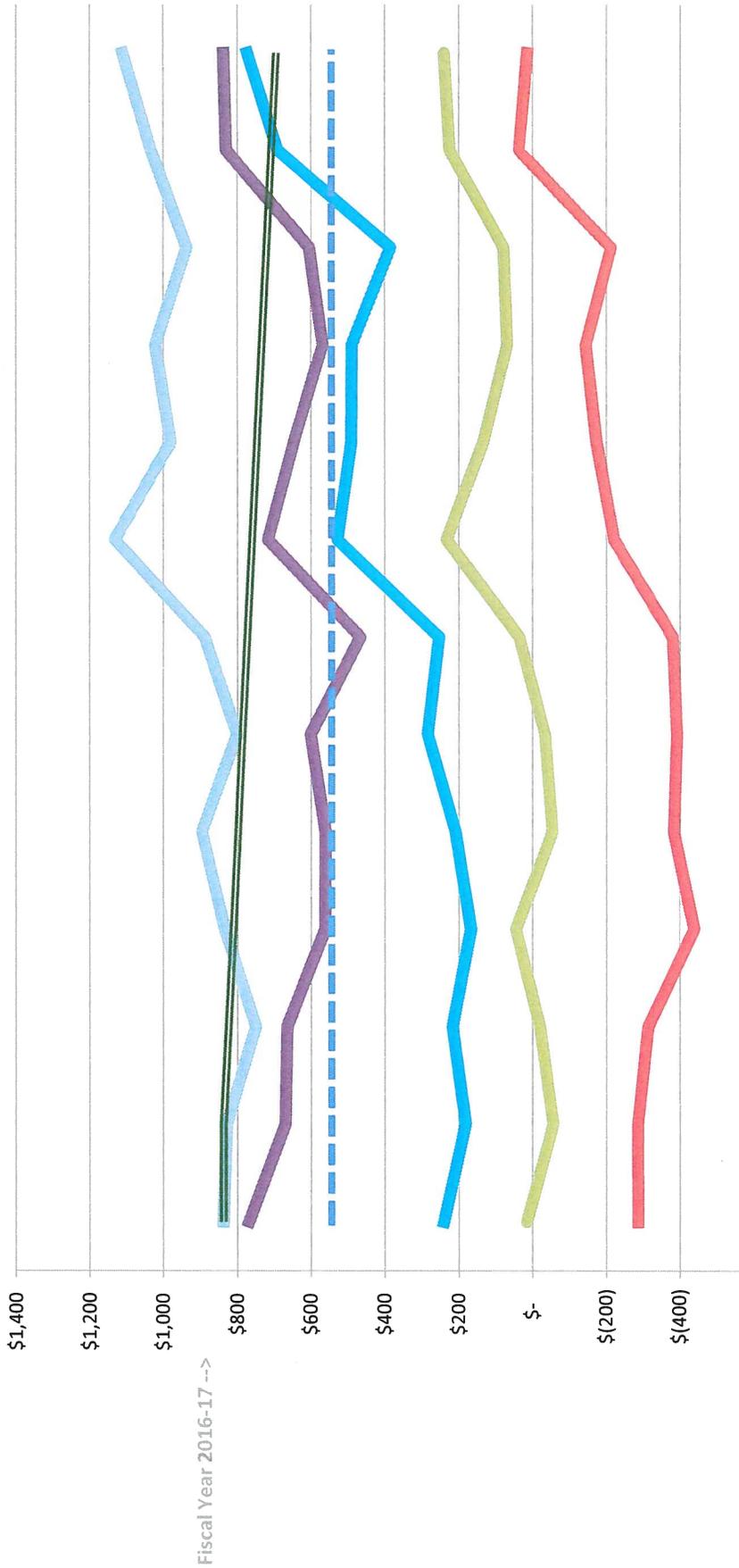
The attached reports reflect an overview of the financial transactions of the City of Colfax in June 2017. Monthly highlights include:

- Negative cash fund balances in Special Revenues and Capital project funds are due to timing of funding allocations and reimbursements.
 - Fund 250 - Streets& Roads – We received the first allocation of our annual funding through PCTPA in April and received the balance in June 2017. Fund transfers from General Fund and Gas Tax Fund will record as we process year end closing entries.
 - Fund 370 – Capital Funds – The first reimbursement was received for project to date costs during March. Next request is anticipated to be filed in July after Notice of Completion on the project.

ATTACHMENTS:

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

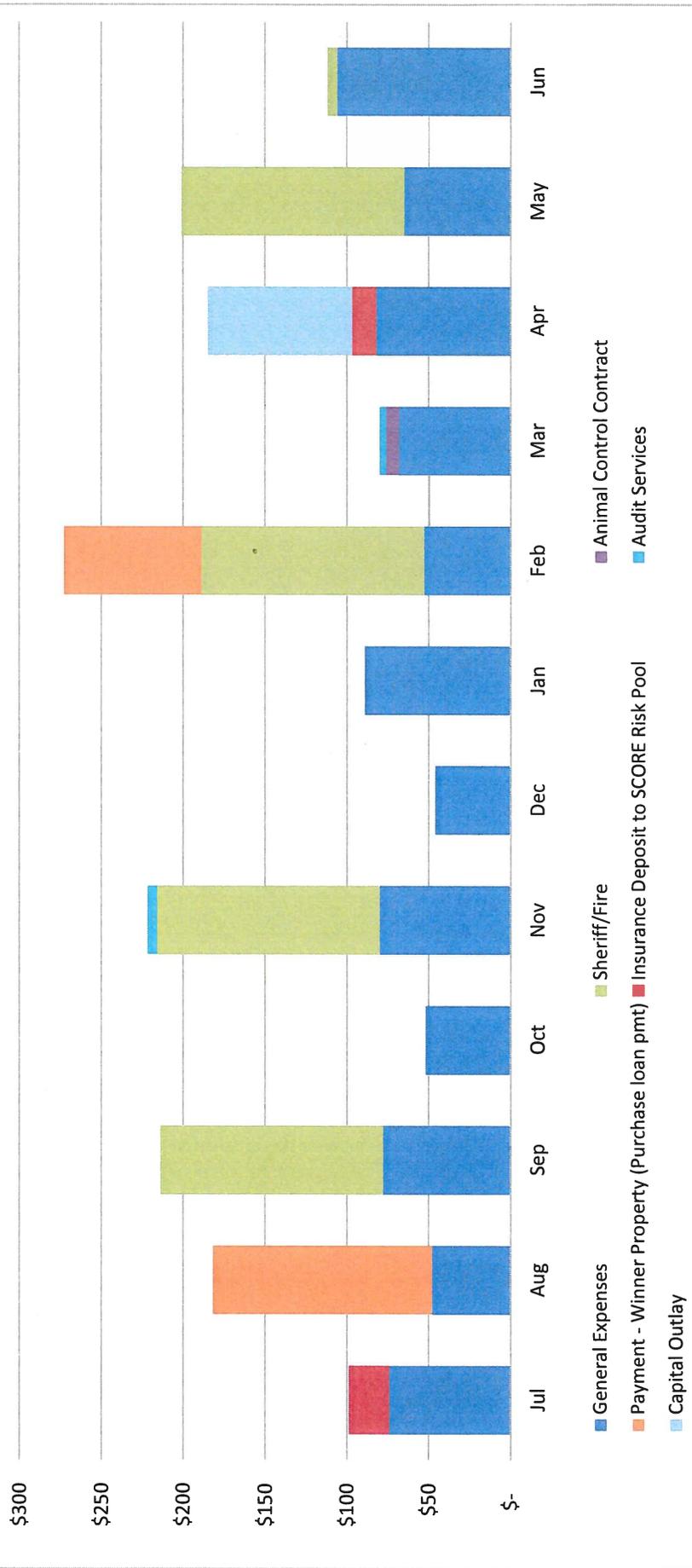
City of Colfax - June 2017 General Fund Reserved Cash Analysis (Dollars in Thousands)



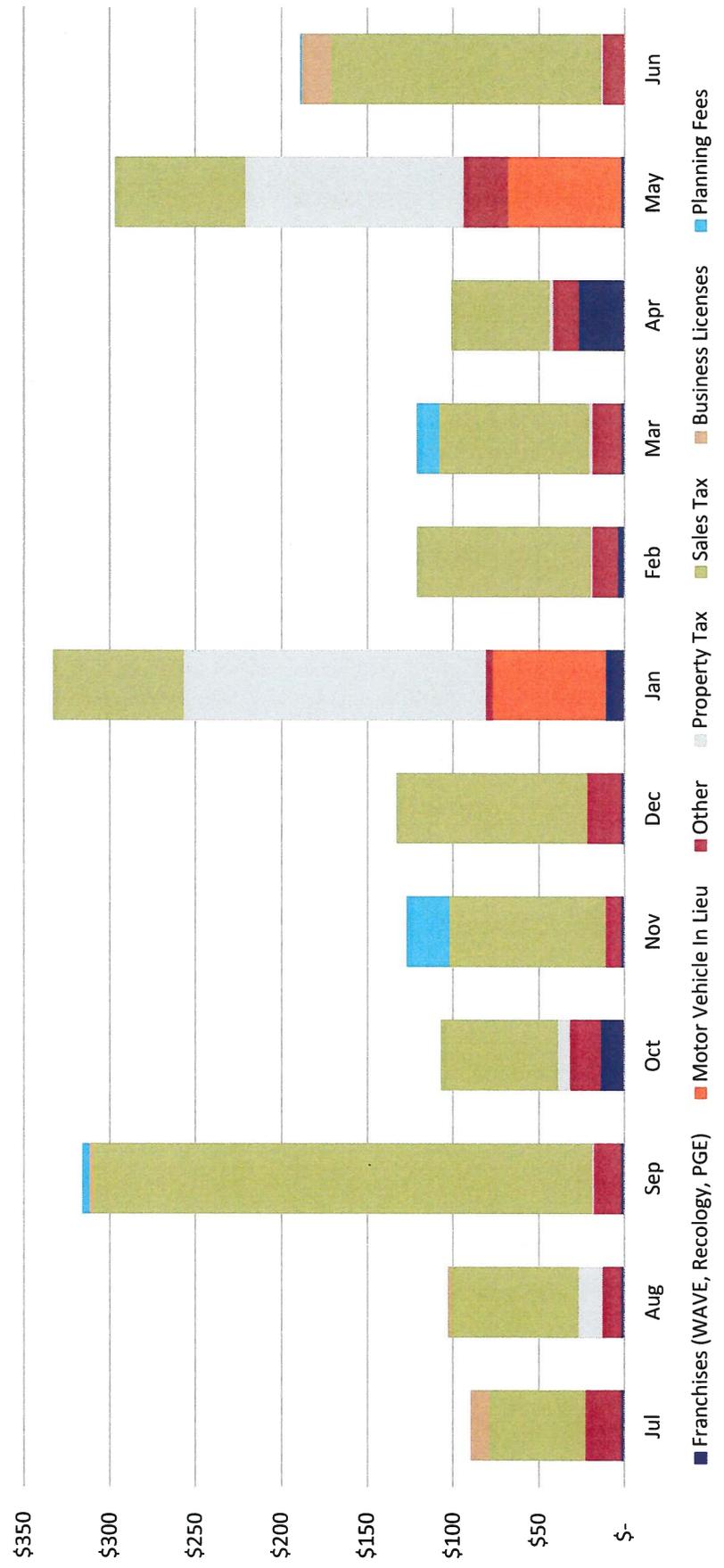
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	1111
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
*Reserves (Ops, Cap, Pen)	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545	\$545
Budget FY2016-17	\$838	\$838	\$825	\$812	\$799	\$786	\$773	\$760	\$747	\$734	\$721	\$708	\$695

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

City of Colfax - June 2017 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



City of Colfax - June 2017 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



City of Colfax
Cash Summary
June 30, 2017

	Balance 05/31/17	Revenues In	Expenses Out	Transfers	Balance 06/30/2017
US Bank	\$ 153,103.77	\$ 393,434.22	\$ (241,540.73)	\$ (75,000.00)	\$ 229,997.26
LAIF	\$ 4,095,566.46	\$ -		\$ 75,000.00	\$ 4,170,566.46
Total Cash - General Ledger	\$ 4,248,670.23	\$ 393,434.22	\$ (241,540.73)	\$ -	\$ 4,400,563.72
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 4,248,970.23	\$ 393,434.22	\$ (241,540.73)	\$ -	\$ 4,400,863.72

Change in Cash Account Balance - Total \$ 151,893.49

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
- 2. Check Register Report (Accounts Payable) \$ (168,715.41)
- 3. Cash Receipts - Daily Cash Summary Report \$ 252,315.16
 - Payroll Checks and Tax Deposits \$ (71,231.78)
 - Utility Billings - Receipts \$ 139,525.52
 - Service Charge/Adj \$ -
 - \$ -
 - \$ 151,893.49 \$ -

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

Reviewed by: Wes Heathcock
Wes Heathcock, Acting City Manager

City of Colfax

Cash Transactions Report - June 2017

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,183,534.89	\$ 189,289.48	\$ (97,363.95)	\$ 1,275,460.42
Fund: 120 - Land Development Fees	\$ 33,687.26	\$ -	\$ (14,800.89)	\$ 18,886.37
Fund: 570 - Garbage Fund	\$ (183,461.01)	\$ -	\$ -	\$ (183,461.01)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,033,761.14	\$ 189,289.48	\$ (112,164.84)	\$ 1,110,885.78
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 29,317.26	\$ -	\$ -	\$ 29,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 783,427.97	\$ -	\$ (2,945.89)	\$ 780,482.08
Fund Type: 1.14 - General Fund - Restricted	\$ 812,745.23	\$ -	\$ (2,945.89)	\$ 809,799.34
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 28,681.61	\$ -	\$ (3,467.50)	\$ 25,214.11
Fund: 211 - Mitigation Fees - Drainage	\$ 3,064.40	\$ -	\$ -	\$ 3,064.40
Fund: 212 - Mitigation Fees - Trails	\$ 42,931.06	\$ -	\$ -	\$ 42,931.06
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 98,313.49	\$ -	\$ -	\$ 98,313.49
Fund: 214 - Mitigation Fees - City Bldgs	\$ 949.17	\$ -	\$ -	\$ 949.17
Fund: 215 - Mitigation Fees - Vehicles	\$ 4,515.34	\$ -	\$ -	\$ 4,515.34
Fund: 217 - Mitigation Fees - DT Parking	\$ 26,759.70	\$ -	\$ -	\$ 26,759.70
Fund: 218 - Support Law Enforcement	\$ 6,024.57	\$ -	\$ -	\$ 6,024.57
Fund: 241 - CDBG Housing Rehabilitation	\$ 94,750.54	\$ -	\$ -	\$ 94,750.54
Fund: 244 - CDBG MicroEnterprise Lending	\$ 118,411.82	\$ 2,000.00	\$ -	\$ 120,411.82
Fund: 250 - Streets - Roads/Transportation	\$ (109,657.16)	\$ 57,904.50	\$ (14,651.26)	\$ (66,403.92)
Fund: 253 - Gas Taxes	\$ 30,445.59	\$ 4,037.75	\$ (1,403.34)	\$ 33,080.00
Fund: 270 - Beverage Container Recycling	\$ 17,908.16	\$ -	\$ -	\$ 17,908.16
Fund: 280 - Oil Recycling	\$ 3,641.28	\$ -	\$ (88.71)	\$ 3,552.57
Fund: 286 - Community Projects	\$ 5,292.19	\$ -	\$ (5,000.00)	\$ 292.19
Fund: 292 - Fire Department Capital Funds	\$ 92,481.54	\$ -	\$ -	\$ 92,481.54
Fund: 342 - Fire Construction - Mitigation	\$ 2,440.85	\$ -	\$ -	\$ 2,440.85
Fund: 343 - Recreation Construction	\$ 2,441.30	\$ -	\$ -	\$ 2,441.30
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 469,395.45	\$ 63,942.25	\$ (24,610.81)	\$ 508,726.89
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Fund: 350 - Street Improvement Projects	\$ 24,151.54	\$ -	\$ -	\$ 24,151.54
Fund: 370 - North Main Street Bike Route	\$ (8,287.24)	\$ -	\$ (9,325.00)	\$ (17,612.24)
Fund Type: 1.34 - Capital Projects - Restricted	\$ 20,864.30	\$ -	\$ (9,325.00)	\$ 11,539.30
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 642,089.09	\$ 87,562.10	\$ (79,607.14)	\$ 650,044.05
Fund: 561 - Sewer Liftstations	\$ 371,898.96	\$ 13,958.64	\$ (12,882.52)	\$ 372,975.08
Fund: 563 - Wastewater Treatment Plant	\$ 415,046.99	\$ 38,130.96	\$ -	\$ 453,177.95
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ 2,225.75	\$ 4.64	\$ (4.53)	\$ 2,225.86
Fund: 567 - Inflow & Infiltration	\$ 439,563.32	\$ 546.15	\$ -	\$ 440,109.47
Fund Type: 2.11 - Enterprise Funds - Unassigni	\$ 1,911,904.11	\$ 140,202.49	\$ (92,494.19)	\$ 1,959,612.41
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ -	\$ -	\$ -	\$ -
Fund Type: 9.0 - CLEARING ACCOUNT	\$ -	\$ -	\$ -	\$ -
Grand Totals:	\$ 4,248,670.23	\$ 393,434.22	\$ (241,540.73)	\$ 4,400,563.72

Check Register Report

ITEM 3D

A/P Checks Processed June 2017

Date: 7/10/2017

Time: 3:04 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							
52651	06/01/2017	Reconciled		01448	AMERIGAS - COLFAX	SHERIFF PROPANE	71.88
52652	06/01/2017	Reconciled		01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	21.22
52653	06/01/2017	Reconciled		01448	AMERIGAS - COLFAX	CITY HALL PROPANE	80.24
52654	06/01/2017	Reconciled		01500	ANDERSON'S SIERRA	IRRIGATION SUPPLIES	703.48
52655	06/01/2017	Void	06/02/2017	02083	BAST BROS. WELDING WORKS	CHEVY UTILITY HOLDERS	0.00
52656	06/01/2017	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	REAFSNYDER ADDITION	997.50
52657	06/01/2017	Void	06/01/2017			Void Check	0.00
52658	06/01/2017	Reconciled		03493	COASTLAND CIVIL ENGINEERING	ENGINEER SERV APR 2017	23,106.01
52659	06/01/2017	Reconciled		07570	GRAINGER	WWTP SUPPLIES	284.36
52660	06/01/2017	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	448.05
52661	06/01/2017	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 5/25/17	2,212.04
52662	06/01/2017	Reconciled		09598	IWORQ	SOFTWARE	4,900.00
52663	06/01/2017	Reconciled		23101	LARRY WALKER ASSOCIATES	COORS PERMIT ASSISTANCE	2,220.83
52664	06/01/2017	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	101.90
52665	06/01/2017	Reconciled		09095	JEFF SCOTT	BOOT REIMBURSEMENT	83.10
52666	06/01/2017	Reconciled		19396	SIERRA SAFETY COMPANY	SIGNS	24.13
52667	06/01/2017	Reconciled		19601	STAPLETON, JOHN	CITY HALL IMPROVEMENTS	1,785.00
52668	06/01/2017	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 5/22/17	1,204.37
52669	06/01/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	STMT 5/21/17	190.80
52670	06/09/2017	Reconciled		011200	24 SEVEN FIRE PROTECTION	FIRE EXTINGUISHER MAINTENANCE	257.40
52671	06/09/2017	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	WATER CORP YARD/WWTP	148.21
52672	06/09/2017	Reconciled		01424	ALL PRO BACKFLOW	BACKFLOW SERVICES	1,119.59
52673	06/09/2017	Reconciled		01775	AUBURN AUTO DETAILING	NEW TRUCK BED LINERS	1,040.33
52674	06/09/2017	Reconciled		02083	BAST BROS. WELDING WORKS	CHEVY UTILITY HOLDERS	321.75
52675	06/09/2017	Reconciled		03446	CITY OF FOSTER CITY	CAL OPS JOB POSTING	500.00
52676	06/09/2017	Printed		07591	COLFAX GREEN MACHINE	SKATE PARK DONATION	5,000.00
52677	06/09/2017	Reconciled		03556	COLFAX RECORD	SUBSCRIPTION THRU 6/29/18	44.00
52678	06/09/2017	Reconciled		04400	DIAMOND WELL DRILLING CO.	APR 2017 MONITORING	3,110.00
52679	06/09/2017	Reconciled		06424(2)	FLO-LINE TECHNOLOGY, INC	LS 3 PUMP #1 RPR	1,280.00
52680	06/09/2017	Printed		08070	HANSEN BROS. ENTERPRISES	LAWN SUPPLIES	99.85
52681	06/09/2017	Reconciled		08086	HBE RENTALS	DIGGING AT CABOOSE	212.00
52682	06/09/2017	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	494.44
52683	06/09/2017	Reconciled		09540	INTERSTATE SALES	POSTS	139.64
52684	06/09/2017	Reconciled		10550	JOSEPH HALTON	ENVELOPES	89.23
52685	06/09/2017	Reconciled		11148	KUTTNER'S TREE SERVICE	TREE REMOVAL SUNSET CIR.	450.00
52686	06/09/2017	Reconciled		12206	LEHR	LIGHTBAR FOR NEW TRUCK	3,316.58
52687	06/09/2017	Reconciled		12235	LIVELY LOCKS AND DEAD BOLTS	DEPOT REPAIR	277.14
52688	06/09/2017	Reconciled		13266	MIKE BLANCHAR	BOOT REIMBURSEMENT	275.00
52689	06/09/2017	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	STMT 05/31/17	414.16
52690	06/09/2017	Printed		16011(2)	PELLETREAU, ALDERSON & CABRAL	STMT 6/1/17	5,085.00
52691	06/09/2017	Reconciled		16035	PG&E	STMT 5/23/17	22,942.87
52692	06/09/2017	Reconciled		16200	PLACER COUNTY SHERIFF DEPT.	BOOKING FEES APR 2017	2,016.00
52693	06/09/2017	Reconciled		18400	RIEBES AUTO PARTS	STMT 5/31/17	68.51
52694	06/09/2017	Reconciled		01790	SIERRA OFFICE PRODUCTS	STMT 6/1/17	299.02
52695	06/09/2017	Reconciled		19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY 7/1-9/30/17	140.52
52696	06/09/2017	Reconciled		19601	STAPLETON, JOHN	CITY HALL IMPROVEMENTS	1,020.00
52697	06/09/2017	Reconciled		19791	SUTTER MEDICAL FOUNDATION	NEW HIRE PHYSICAL	138.00
52698	06/09/2017	Reconciled		20391	TREGGAN MULLENIX	NON SLIP PADS FOR TRUCKS	15.00
52699	06/09/2017	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SERVICES MAY 2017	6,468.75
52700	06/09/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
52701	06/09/2017	Reconciled		23301	WESTERN PLACER WASTE	MAY 2017 SLUDGE REMOVAL	1,017.06
52702	06/09/2017	Printed		03141	CALPERS	JUNE 2017 HEALTH PREMIUMS	10,259.38

Check Register Report

ITEM 3D

A/P Checks Processed June 2017

Date: 06/21/2017

Time: 3:04 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							
52703	06/21/2017	Reconciled		01418	ALL PHASE AUTO	DUMP TRUCK RPR	189.40
52704	06/21/2017	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	STMT 5/31/17	391.72
52705	06/21/2017	Reconciled		01766	AT&T MOBILITY	MAY 2017 CELL PHONES	856.63
52706	06/21/2017	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVC MAY 2017	5,440.00
52707	06/21/2017	Printed		03175	CATHY FEIRING	POSTAGE REIMBURSEMENT	6.80
52708	06/21/2017	Reconciled		03401	CHOICE BUILDER	JULY 2017 PREMIUMS	692.14
52709	06/21/2017	Reconciled		03435	CITY OF AUBURN	PCCOA DINNER	75.00
52710	06/21/2017	Reconciled		03493	COASTLAND CIVIL ENGINEERING	ENGINEER SERV MAY 2017	25,093.64
52711	06/21/2017	Printed		03574	COOKS PORTABLE TOILETS & DACOMM	STAFF POTLUCK TOILET RENTAL	236.08
52712	06/21/2017	Reconciled		04592		WWTP INTERNET	99.95
52713	06/21/2017	Reconciled		04234	DE LAGE LANDEN FINANCIAL	JUNE 2017 COPY MACH LEASE	468.34
52714	06/21/2017	Reconciled		06278	FRONTIER COMMUNICATIONS	WWTP PHONE SERVICE	178.34
52715	06/21/2017	Reconciled		07460	GOLD COUNTRY MEDIA	LEGAL NOTICE	887.18
52716	06/21/2017	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	445.58
52717	06/21/2017	Reconciled		08070	HANSEN BROS. ENTERPRISES	ROCK FOR CABOOSE PROJ	254.72
52718	06/21/2017	Reconciled		08075	HARRIS INDUSTRIAL GASES	CORP YARD RPR	131.81
52719	06/21/2017	Printed		08084(2)	WES HEATHCOCK,	SCORE CLASS REIMBURSEMENT	97.31
52720	06/21/2017	Reconciled		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	6,910.30
52721	06/21/2017	Reconciled		08660	HUNT AND SONS, INC.	PUBLIC WORKS FUEL	267.72
52722	06/21/2017	Reconciled		23101	LARRY WALKER ASSOCIATES	CAPACITY STUDY WWTP	9,645.00
52723	06/21/2017	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	SUPPLIES	93.53
52724	06/21/2017	Reconciled		16200W	PLACER COUNTY SHERIFFS DEPT.	MAY 2017 BOOKING FEES	3,024.00
52725	06/21/2017	Reconciled		18194	RGS - REGIONAL GOV SERVICES	MAY 2017 PLANNING SERVICES	4,800.00
52726	06/21/2017	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	289.38
52727	06/21/2017	Reconciled		19521	SOUTH BAY FOUNDRY, INC.	STREET GRATES	1,418.06
52728	06/21/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
52729	06/21/2017	Reconciled		23169	WAVE BUSINESS SOLUTIONS	RR DEPOT PHONE	13.64

Total Checks: 79 **Checks Total (excluding void checks): 168,715.41**

Total Payments: 79 **Bank Total (excluding void checks): 168,715.41**

Total Payments: 79 **Grand Total (excluding void checks): 168,715.41**

DAILY CASH SUMMARY REPORT

ITEM 3D

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7/17/2017
5:23 pm

06/01/2017 - 06/30/2017

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
06/01/2017	Daily Totals	496.34	467.34	29.00
06/05/2017	Daily Totals	4,269.62	0.00	4,269.62
06/06/2017	Daily Totals	257.36	0.00	257.36
06/07/2017	Daily Totals	188.50	0.00	188.50
06/12/2017	Daily Totals	4,052.04	0.00	4,052.04
06/13/2017	Daily Totals	838.04	0.00	838.04
06/14/2017	Daily Totals	2,221.84	173.21	2,048.63
06/15/2017	Daily Totals	250.00	0.00	250.00
06/16/2017	Daily Totals	3,291.88	0.00	3,291.88
06/19/2017	Daily Totals	221.75	0.00	221.75
06/20/2017	Daily Totals	8,482.49	0.00	8,482.49
06/22/2017	Daily Totals	647.00	0.00	647.00
06/23/2017	Daily Totals	157,486.35	0.00	157,486.35
06/27/2017	Daily Totals	2,801.85	0.00	2,801.85
06/28/2017	Daily Totals	978.00	0.00	978.00
06/29/2017	Daily Totals	164.96	0.00	164.96
06/30/2017	Daily Totals	1,793.00	0.00	1,793.00
Fund: 100 - General Fund	TOTALS:	188,441.02	640.55	187,800.47
Fund: 244 - CDBG MicroEnterprise Lending				
06/12/2017	Daily Totals	1,000.00	0.00	1,000.00
06/29/2017	Daily Totals	1,000.00	0.00	1,000.00
Fund: 244 - CDBG MicroEnterprise Lending	TOTALS:	2,000.00	0.00	2,000.00
Fund: 250 - Streets - Roads/Transportation				
06/07/2017	Daily Totals	90.00	0.00	90.00
06/12/2017	Daily Totals	57,714.50	0.00	57,714.50
Fund: 250 - Streets - Roads/Transportation	TOTALS:	57,804.50	0.00	57,804.50
Fund: 253 - Gas Taxes				
06/28/2017	Daily Totals	4,037.75	0.00	4,037.75

DAILY CASH SUMMARY REPORT

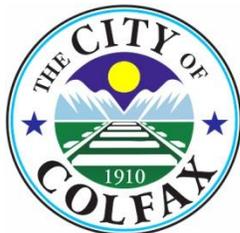
ITEM 3D

Page 10
7/17/2017
5:23 pm

06/01/2017 - 06/30/2017

City of Colfax

		Debit	Credit	Net Chng
Fund: 253 - Gas Taxes				
TOTALS:		4,037.75	0.00	4,037.75
Fund: 560 - Sewer				
06/05/2017	Daily Totals	200.00	0.00	200.00
06/12/2017	Daily Totals	61.33	0.00	61.33
Fund: 560 - Sewer				
TOTALS:		261.33	0.00	261.33
Fund: 561 - Sewer Liftstations				
06/14/2017	Daily Totals	411.00	0.00	411.00
Fund: 561 - Sewer Liftstations				
TOTALS:		411.00	0.00	411.00
Fund: 565 - General Obligation Bond 1978				
06/12/2017	Daily Totals	4.64	4.53	0.11
Fund: 565 - General Obligation Bond 1978				
TOTALS:		4.64	4.53	0.11
GRAND TOTALS:		252,960.24	645.08	252,315.16



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 26, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Acting City Manager
PREPARED BY: Amy Feagans, Planning Director
DATE: July 18, 2017
SUBJECT: Sierra Oaks Estates Emergency Vehicle Access Easement

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 27-2017 authorizing acceptance of the Emergency Vehicle Access Easement between the City of Colfax and the Pinetop Homeowners Association.

SUMMARY:

The Sierra Oaks Estates/Village Oaks project was approved in December 2016 creating 34 single family lots and 76 multifamily units. Condition No. 65d requires that Emergency Vehicle Access (EVA) be provided between the proposed multifamily development and the existing Pinetop Apartments complex.

The EVA easement will be a nonexclusive agreement between the City of Colfax and the Pinetop Homeowners Association for use primarily by emergency vehicles. It will not be available for daily use and access by the general public. The easement language has been prepared by the applicant as required and reviewed by the City Attorney.

ATTACHMENTS:

1. Resolution 27-2017

City of Colfax

City Council

Resolution № 27-2017

AUTHORIZING ACCEPTANCE OF THE EMERGENCY VEHICLE ACCESS EASEMENT BETWEEN THE CITY OF COLFAX AND THE PINETOP HOMEOWNERS ASSOCIATION

WHEREAS, condition 65d of the Sierra Oaks Estates and Village Oaks Tentative Subdivision Map final conditions of approval require emergency vehicle access to be provided at the northwesterly corner of the Village Oaks project; and

WHEREAS, the emergency vehicle access has been described in the attached easement language; and

WHEREAS, Government Code Section 27281 requires an easement to include a certificate or resolution of acceptance; and

WHEREAS, the easement and certificate of acceptance language has been reviewed and found acceptable by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the Acting City Manager to sign the Emergency Vehicle Access Easement between the City of Colfax and the Pinetop Homeowners Association as described on the attached exhibit.

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 26th day of June, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stephen L. Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Recording requested by
Pinetop Homeowners Association

AND WHEN RECORDED MAIL TO:

Eric R. Stauss
9724 Wedgewood Place
Granite Bay, CA 95746

Space above this line for recorder's use

EMERGENCY VEHICLE ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, Pinetop Homeowners Association, a California non-profit corporation, (hereinafter called "GRANTOR") hereby grants to the City of Colfax, a public body, (hereinafter called "CITY") a nonexclusive permanent easement in, on, over, and across that certain real property in the County of Placer, State of California, described in Exhibit "A" attached hereto and incorporated herein by reference, and depicted on Exhibit "B", the map attached hereto showing the boundaries of the easement (hereinafter called "PROPERTY"). In the event of any conflict between the description of the easement in Exhibit "A" and its depiction on Exhibit "B", the description in Exhibit "A" controls.

The easement granted herein is right-of-way for emergency services access by the CITY in, on, over and across the PROPERTY subject to the terms and conditions that follow.

1. GRANTOR grants to the CITY:

- (a) an easement over the GRANTOR's PROPERTY for the purpose of emergency services (including but not limited to fire, police and ambulance services) access;
- (b) the right of ingress and egress by the CITY's emergency vehicles over and across GRANTOR's PROPERTY over the streets and roadways that may exist from time to time thereon;
- (c) the right of ingress and egress by authorized CITY personnel engaged in emergency services and related emergency equipment.
- (d) the right from time to time to trim and to cut down and clear away any and all trees, brush and landscaping now or hereafter in the easement area and to trim and cut down and clear away portions of any trees extending onto or over the

easement area which may interfere with the exercise of the CITY's rights hereunder for clear passage of its emergency vehicles.

- (e) the right to use, access and open all current and future gates on all streets and roadways within the easement area, including any equipment or passcodes needed to unlock any such gates.

2. Indemnification. CITY must indemnify, defend and hold harmless GRANTOR from and against any and all liabilities, damages, claims, costs, actions, or suits, including for personal injury, death, property damage, and reasonable attorney's fees, which arise directly or indirectly out of, or in connection with the CITY's use of its right-of-way for emergency services access, unless the liabilities, damages, claims, costs, actions, or suits are solely caused by the negligence or willful misconduct of GRANTOR. Notwithstanding any other provision hereof, CITY shall not be required to indemnify GRANTOR for any damage to GRANTOR's streets and roadways caused solely by the acts or omissions of GRANTOR.

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

To GRANTOR : Pinetop Homeowners Association
 c/o EBMC
 11641 Blocker Drive, Suite 240
 Auburn, CA 95604

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

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

5. Successors and Assigns. The easement and covenants contained herein shall be and constitute easements and covenants running with the land. Each of the rights and obligations created by this Emergency Vehicle Access Easement shall be for the benefit of and shall be binding upon each successor owner of the GRANTOR'S PROPERTY.

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

IN WITNESS WHEREOF, GRANTOR has executed this Emergency Vehicle Access Easement.

GRANTOR

PINETOP HOMEOWNERS ASSOCIATION
a California non-profit corporation

By _____
Its President

Dated: _____

Accepted:

CITY OF COLFAX

By _____
Wes Heathcock
Interim City Manager

Dated: _____

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

Pursuant to Government Code Section 27281, this is to certify that the interest in real property conveyed by the foregoing Emergency Vehicle Access Easement from Pinetop Homeowners Association, a California nonprofit corporation, to the City of Colfax, a municipal corporation and California general law city, is hereby accepted by order of the City Council of the City of Colfax pursuant to authority conferred by resolution of the City Council of the City of Colfax adopted on July 26, 2017, and the grantee consents to recordation thereof by its duly authorized officer.

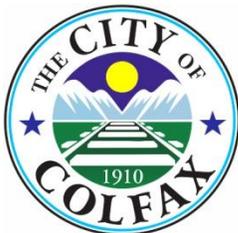
Dated: July 27, 2017

City of Colfax

Wes Heathcock, Interim City Manager

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 26, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Acting City Manager
PREPARED BY: Travis Williams, Contract Construction Manager
DATE: July 19, 2017
SUBJECT: Acceptance and Notice of Completion for N. Main Bike Project

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTIONS: (1) Adopt a Resolution 28-2017 accepting the North Main Bike Route and Pedestrian Improvements Project as complete and authorizing the recording of the Notice of Completion. (2) Approve final budget.

SUMMARY:

On April 12, 2017 the City Council approved Resolution No. 11-2017, authorizing the City Manager to execute a Construction Contract Agreement with B&M Builders, Inc. in the amount of \$226,000 for construction of the North Main Bike Route and Pedestrian Improvements Project. With that same resolution the City Manager was authorized to approve a work order with Coastland Civil Engineering for Construction Management and Inspection in the amount of \$23,000.

Final inspection of the improvements was performed on June 26th, 2017. Staff has determined that the work performed by B&M Builders is complete and in conformance with the contract terms. B&M Builders has provided a Warranty Bond to guarantee all work for a period of one year from the filing of the attached notice of completion.

The project included two change orders as described below:

- CCO#1 – \$47,349.82
 - Grind and overlay from Depot Street to School Street. The grind and overlay improves the street section in a shared bike lane area, and as such was eligible for state reimbursement. \$45,337.50
 - Raise Iron – as part of the grind and overlay, an existing manhole had to be adjusted including a new concrete collar around the lid. \$1,448.71
 - Concrete Demo – near Depot Street the contractor encountered a concrete slab under the existing asphalt and gutter pan. A portion of this concrete had to be removed in order to accommodate the new construction. \$563.61
- CCO#2 - \$3,502.59
 - The striping layout shown on the plans did not work with the street dimensions in the field. As such, numerous revisions and in-field layout work was completed by the striping subcontractor. \$3,502.59

The construction management and inspection is substantially complete and is expected to come in \$2,000 under the approved budget of \$23,000.

FISCAL IMPACT:

Project Budget:

ATPL-5187(008) Construction -	\$200,000
ATPL-5187(008) Construction Engineering -	\$20,000
Local Match Construction -	\$26,000
Local Match Construction Engineering -	\$3,000
<i>Requested Budget Augmentation -</i>	<i>\$1,000</i>
Total Project Funding	\$250,000

Project Costs:

Construction Contract -	\$177,900.50
Construction Change Orders -	\$50,852.41
Construction Management -	\$21,000
Total Project Costs	\$249,752.91

CONCLUSION:

Staff recommends that the City Council (1) adopt a resolution accepting the North Main Bike Route and Pedestrian Improvements Project as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder (2) approve final budget.

ATTACHMENTS:

1. Resolution 28-2017

City of Colfax

City Council

Resolution № 28-2017

ACCEPTING THE NORTH MAIN BIKE ROUTE AND PEDESTRIAN IMPROVEMENTS PROJECT AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, on April 12, 2017 the City of Colfax entered into a contract with B&M Builders, Inc. for the North Main Bike Route and Pedestrian Improvements Project; and

WHEREAS, all work with the above contract was completed on June 26, 2017, in accordance with the plans and specifications; and

WHEREAS, City staff recommends that said completed project be accepted and a Notice of Completion be filed by the City.

NOW, THEREFORE, BE IT RESOLVED,

1. Construction on the above mentioned contract is hereby accepted as being complete in accordance with the plans and specifications.
2. The City Clerk is directed to execute and record the Notice of Completion on said contract and project on behalf of the City of Colfax and
3. The final budget is approved.

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 26th day of June, 2017 by the following vote:

AYES:

NOES:

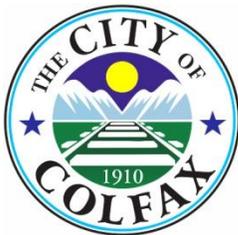
ABSENT:

ABSTAIN:

Stephen L. Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 26, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Acting City Manager

PREPARED By: Staff

DATE July 20, 2017

SUBJECT: Bureau Veritas Contract for Building Inspection Services

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$72,000	FROM FUNDS: 100-400
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RECOMMENDED ACTION: Adopt Resolution 29-2017 authorizing the Acting City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed \$72,000 and subject to renewal June 30, 2018.

ISSUE STATEMENT AND DISCUSSION:

The current contract with Bureau Veritas provides contract services for an onsite Building Inspector on an as needed basis. Bureau Veritas is a respected leader in testing, inspection and certification services. They have successfully provided Colfax with the services of John Brownlee, who has 20+ years of inspection experience in the Sierra foothills region. Mr. Brownlee is conducting building and site inspections as they are required and providing much needed updating to the Building Department systems. The position is also available for code enforcement and nuisance abatement work. Recently, the City has utilized Mr. Brownlee's expertise on code enforcement issues. The current contract with Bureau Veritas requires approval from City Council to extend services on an ongoing, as needed basis beyond June 2017. The contract services were approved in conjunction with Council budget discussions. Funding is through the General Fund with revenue available with the City's increasing building permit activity.

ATTACHMENTS:

1. Resolution 29-2017
2. 2017-2018 Approved Budget Sheet for Consultant services
3. Bureau Veritas Contract Extension (3rd Amendment to the Contract)
4. Bureau Veritas Contract

City of Colfax

City Council

Resolution № 29-2017

AUTHORIZING THE ACTING CITY MANAGER TO EXTEND THE CONTRACT WITH BUREAU VERITAS FOR BUILDING INSPECTION SERVICES ON AN AS NEEDED BASIS, NOT TO EXCEED \$72,000 FOR THE FISCAL YEAR ENDING JUNE 30, 2018

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

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

Whereas, Bureau Veritas has successfully provided the services of John Brownlee who has over twenty year of experience as a building inspector and current inspection certifications; and,

Whereas, the Bureau Veritas initial contract has been fulfilled, and the City is need of extending the contract through June 30, 2018,

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

The Foregoing Resolution was Duly and Regularly Adopted at a regular meeting of the City Council of the City of Colfax held on the 26th day of July 2017 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen L. Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

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

This Third Amendment to the Consultant Services Agreement ("Third Amendment") dated July 27, 2017 is entered into by and between the City of Colfax ("City") and Bureau Veritas ("Consultant").

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

City and Consultant now desire to amend the Agreement to extend the as needed contract through June 30, 2018, as provided in the approved Agreement authorized by the City Council with a not to exceed limit increase of \$72,000 for fiscal year 2017-2018.

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

CITY OF COLFAX

BUREAU VERITAS

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

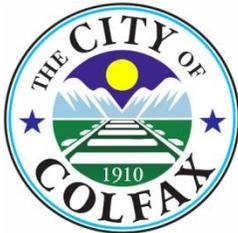
Title _____

Date _____

Date _____

Approved as to Form:

City Attorney



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 26, 2017 COUNCIL MEETING

FROM: Wes Heathcock, Acting City Manager
PREPARED BY: County Staff
DATE: July 20, 2017
SUBJECT: Sierra Valley Energy Authority JPA Amendment – Name Change

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 30-2017 amending the Joint Exercise of Powers Agreement for Sierra Valley Energy Authority to ratify and confirm the name change from Sierra Valley Energy Authority to Pioneer Community Energy.

SUMMARY:

The Sierra Valley Energy Authority (SVEA) was initially formed in September of 2015 between Placer County and the City of Colfax. The SVEA is a joint powers authority originally created as a financing conduit for the mPOWER Program which finances energy efficiency and renewable generation of the mPOWER Program beyond the borders of Placer County based on requests from outside jurisdictions. As such the name “Sierra Valley Energy Authority” was chosen to reflect the broader geographic range of the mPOWER Program. In February of 2017, Placer County and the City of Colfax amended the SVEA joint powers agreement to authorize the implementation of the Community Choice Aggregation (CCA) Program and further authorized the expansion of the voting members of the SVEA to include the Cities of Auburn, Colfax, Lincoln and Rocklin and the Town of Loomis subject to the resolution by each of the municipalities. Each of these municipalities has now joined the JPA as voting members.

During the due diligence process for the CCA, County staff conducted a series of focus groups to gauge interest and response to the proposed CCA. Three focus groups were conducted. The first one was held in Auburn with participants from Auburn, Loomis, Foresthill, and Colfax. The second was held in Lincoln with participants from both incorporated and unincorporated areas of Lincoln. The third focus group was held in Rocklin with participants from the City of Rocklin. The focus group members were chosen to represent a cross section of citizenry including males, females, various age ranges, small business owners and employees and a range of educational backgrounds.

The focus groups were also used to gauge reaction to suggested names and words related to branding CCA. During these focus groups it was discovered that most of the participants did not identify with the geography of “Sierra Valley”, they generally disliked the word “Authority” and the majority felt the name was too long.

Based on this feedback, along with other comments, County staff engaged the services of Augustine and Associates to assist with name and brand development. The name and branding process sought to define and portray an image of the Authority in a manner that: 1) reflects the common legacies, heritage and

culture of the member jurisdictions, 2) reflects the value of local control and determination, and 3) projects a spirit of innovation, progress, and forward thinking.

As a result of this process a proposed new name, logo, brand mark, and color palette were developed. The proposal was presented at a meeting of the Sierra Valley Energy Authority held on July 17, 2017, and the Authority Board took action to approve the change in name. The City Council ratification and confirmation of this amendment is necessary to file the amendment with the Secretary of State under Government Code Section 6503.5.

The County requests the City Council ratify and confirm the amendment to the Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority to change the name of the Authority to Pioneer Community Energy. Adoption of the attached Resolution by all of the Parties to the Agreement will ratify and confirm this second amendment to the Amended and Restated Joint Powers Agreement for the Sierra Valley Energy Authority and formally change the name of the entity from Sierra Valley Energy Authority to Pioneer Community Energy.

ATTACHMENTS:

1. Resolution 30-2017
2. Logo for Pioneer Community Energy

City of Colfax City Council

Resolution № 30-2017

AMENDING THE JOINT EXERCISE OF POWERS AGREEMENT FOR SIERRA VALLEY ENERGY AUTHORITY TO RATIFY AND CONFIRM THE NAME CHANGE FROM THE SIERRA VALLEY ENERGY AUTHORITY TO PIONEER COMMUNITY ENERGY

WHEREAS, this Sierra Valley Energy Authority (the “Authority”) was established on September 9, 2015, between the County of Placer and the City of Colfax; and

WHEREAS, the Sierra Valley Energy Authority was originally created for the purpose of providing a financing and program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated Joint Exercise of Power Agreement for the Sierra Valley Energy Authority (the “Amended JPA Agreement”) became effective on February 22, 2017; and

WHEREAS, the Amended JPA Agreement authorized the Cities of Auburn, Lincoln, and Rocklin and the Town of Loomis to become Voting Members of each of these municipalities have subsequent become Voting Members of the Authority; and

WHEREAS, one of the primary purposes of the Amended JPA Agreement was to allow for the establishment of a Community Choice Aggregation Program within the jurisdictions of the Voting Members; and

WHEREAS, , the Governing Board of the Authority has taken action to rename and brand the Authority as Pioneer Community Energy, which reflects the common legacies, heritage and culture of their respective jurisdictions, reflects the value of local control and determination, while also projecting a spirit of innovation, progress, and forward thinking;

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

1. The above recitals are true and correct.
2. The second amendment to the Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority, changing the name of the Authority to Pioneer Community Energy, is hereby ratified and confirmed and all references to the Sierra Valley Energy Authority or the Authority in the Amended and Restate Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority shall, as amended by this second amendment, mean Pioneer Community Energy.

3. All actions heretofore taken by the officers and agents of the Authority with respect to the amendment to the Amended and Restated Joint Exercise of Powers Agreement for the Sierra Valley Energy Authority by this Resolution are hereby approved, confirmed and ratified, and the proper officers of the Authority are hereby authorized, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, assignments and other documents that they, or any of them may deem necessary or advisable in order to consummate the second amendment to the Agreement. The officers of the Authority are further authorized to provide official notice of the name change as many be required, including, but not limited to official filing with regulatory and other agencies, and to conduct all future affairs of the Authority under the name of Pioneer Community Energy.

4. This Resolution shall take effect immediately upon its adoption.

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 26th day of June, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

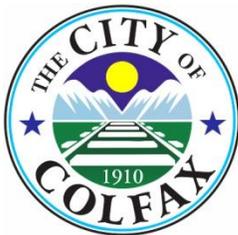
ABSENT:

Stephen L. Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 26, 2017 COUNCIL MEETING

FROM: Alfred Cabral, City Attorney
PREPARED BY: Staff
DATE: July 21, 2017
SUBJECT: Appointment of Interim City Manager

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 31-2017 appointing Wes Heathcock as Interim City Manager and authorizing the Mayor to execute and Employment Agreement with him.

SUMMARY:

Council will meet in closed session on July 26, 2017 to discuss employment of an Interim City Manager pursuant to Government Code Section 54957. Council will discuss the terms of the attached agreement delineating the terms of employment with Wes Heathcock.

ATTACHMENTS:

1. Resolution 30-2017
2. Employment Agreement

City of Colfax

City Council

Resolution № 30-2017

APPOINTING WES HEATHCOCK TO SERVE AS INTERIM CITY MANAGER

WHEREAS, the office of City Manager of the City of Colfax is vacant; and

WHEREAS, the City Council has determined to fill the office of City Manager on an interim basis while it recruits an individual to replace the former City Manager; and

WHEREAS, Wes Heathcock, who is the City's Community Services Director, is willing to serve as Interim City Manager while the City Council conducts the recruitment process; and

WHEREAS, the City Council has determined that it is in the best interests of the City to appoint Mr. Heathcock as Interim City Manager under the terms and conditions of the attached Employment Agreement (Interim City Manager).

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Mayor is hereby authorized to execute on behalf and in the name of the City of Colfax an Employment Agreement with Wes Heathcock to serve as Interim City Manager in the form attached to this Resolution. In the event the Mayor is for any reason unable to execute that Agreement, the Mayor Pro Tem is authorized to execute it in his place and stead.
2. The City is hereby authorized to appropriate and encumber sufficient funds to pay for the services provided for in said Agreement.

THE FOREGOING RESOLUTION was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 26th day of June, 2017 by the following roll call vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen L. Harvey, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

**EMPLOYMENT AGREEMENT
(Interim City Manager)**

THIS EMPLOYMENT AGREEMENT (“AGREEMENT”), is made and entered into effective the 12th day of July, 2017, by and between the City of Colfax, a California Municipal Corporation and general law city (the “City”) and Wes Heathcock (“Heathcock”), both of whom understand and agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

- A. The City is in the process of recruiting a replacement for its former City Manager.
- B. Heathcock is presently the Community Services Director for the City and is an experienced and qualified administrator capable of serving the City as its Interim City Manager while the City recruits the former City Manager’s replacement.
- C. The City wishes to employ Heathcock as its Interim City Manager while the City recruits a replacement for its former City Manager, subject to the following terms and conditions.
- D. Heathcock desires to accept employment by the City as its Interim City Manager while the City recruits a replacement, subject to the following terms and conditions and subject to Heathcock’s right to return to his present position as Colfax Community Services Director once his service as Interim City Manager is concluded.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises, terms and conditions of this Agreement, the City and Heathcock agree as follows:

Section 1. Employment.

A. The City hereby employs Heathcock as full time Interim City Manager of the City (“Interim City Manager”) to perform the duties and functions identified in Colfax Municipal Code Chapter 2.08, and other duties and functions as the Mayor and/or the City Council assign either orally or in writing to Heathcock. Heathcock hereby accepts employment as Interim City Manager of the City subject to the terms and conditions of this Agreement and agrees (1) to devote all of his productive time, attention and energies to performing all such duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests of the City. The Interim City Manager shall have the authority to execute contracts on behalf of and bind the City for amounts up to and including \$5000 per contract. With this exception, Heathcock further agrees that he has no authority to bind the City or any of its elected or appointed officials or commit the City to any

course of action without the duly authorized written consent of the Mayor and/or the City Council. Heathcock acknowledges that the position of Interim City Manager is a position of high visibility before the public and agrees that he shall conduct himself before the public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

B. Heathcock understands and agrees that the position of Interim City Manager is not a part time position and will require Heathcock to work greater than a customary forty hour week. Although City Hall is generally open to the public Monday through Thursday, Heathcock shall perform his obligations as full time Interim City Manager on such evenings, weekends and other times as are reasonably necessary for him to do so.

Section 2. No Other Employment.

A. Heathcock agrees not to undertake any other employment during the term of this Agreement. Heathcock further agrees to confer with the Mayor and/or the City Council before undertaking any projects for organizations other than the City which may require a substantial time commitment by Heathcock.

B. The foregoing notwithstanding, nothing in this Agreement shall adversely affect Heathcock's employment as Colfax Community Services Director. Heathcock shall be and remain the Colfax Community Services Director during the entire term of this Agreement and shall return to the position of Colfax Community Services Director upon the conclusion, expiration or termination of this Agreement, at the same annual salary he is paid for serving as Interim City Manager.

Section 3. Employment Agreement Controls.

In the event of any conflict or ambiguity between the terms of this Agreement and the Colfax Municipal Code Chapter 2.08, the terms of this Agreement shall control.

Section 4. At-Will Employment.

A. This Agreement is effective July 12, 2017. The City and Heathcock anticipate that it will take the City approximately 6 months for a permanent replacement to be hired and assume office. This Agreement will expire when the permanent City Manager replacement assumes office, unless it is earlier terminated or extended by mutual written agreement. If a replacement is not hired and performing the functions of Colfax City Manager by December 31, 2017, this Agreement shall automatically renew and remain in effect for a period of six months or until a replacement is hired, whichever occurs first. Upon any renewal or extension of this Agreement, the City and Heathcock will review and consider adjusting Heathcock's salary for serving as Interim City Manager.

B. Heathcock agrees that he serves in the position of Interim City Manager at the pleasure of the City. Either the City or Heathcock may, consistent with the provisions of Section 5 of this Agreement, terminate this Agreement and the relationship created hereby at any time for any reason with or without Good Cause or prior notice provided, however, that terminating Heathcock's position as Interim City Manager shall not terminate his position as Colfax Community Services Director.

Section 5. Termination of Agreement.

A. Heathcock may terminate this Agreement and resign as Interim City Manager at any time, for any reason, upon 30 days prior written notice to the City. Upon receipt of written notice from Heathcock, the City may elect to immediately remove Heathcock from his position as Interim City Manager or to allow Heathcock to remain as Interim City Manager for all or any part of the 30-day notice period.

B. If the City elects to terminate this Agreement and Heathcock's employment as Interim City Manager without Good Cause as defined in Section 5 C (iii) of this Agreement ("Good Cause"), then as of the effective date of termination the City will pay Heathcock for all earned pay up to but not including the effective date of termination, less legally required withholdings. If the City elects to terminate this Agreement and Heathcock's employment as Interim City Manager without Good Cause, it shall not be required to provide any reasons for that decision to Heathcock or anyone else.

- C. (i) If the City elects to terminate this Agreement for Good Cause, it will at Heathcock's election pay Heathcock for all earned pay and accrued, unused vacation benefits at the time it notifies Heathcock of the termination decision, less legally required withholdings. Heathcock will be entitled to no pay or benefits as Interim City Manager after the date that the City notifies him that this Agreement and his employment as Interim City Manager by the City are being terminated for Good Cause. If the City elects to terminate this Agreement with Good Cause, it will provide Heathcock with a brief, written explanation for that decision sent to Heathcock's last known home address. Heathcock shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under the provisions of the Colfax Municipal Code, applicable law or otherwise. Heathcock shall have the right to meet with the City Council in closed session for the purpose of discussing the basis for his proposed termination for Good Cause prior to a final vote on his termination for Good Cause. In order to exercise that right, he must provide a written request to meet in closed session to the Mayor of the City within fifteen days of the effective date of his termination for Good Cause. Failure to timely provide such written notice shall constitute a waiver of the right to be heard.

- (ii) If the City Council proposes to terminate this Agreement and Heathcock's employment as Interim City Manager for Good Cause, the City Council may consider granting Heathcock, upon Heathcock's request, the opportunity to cure the proposed reason for termination within a thirty (30) business day period after Heathcock is advised of the reason the City Council is considering termination of this Agreement and Heathcock's employment as Interim City Manager.
- (iii) For purposes of this Agreement, the Interim City Manager may be discharged for Good Cause, and Good Cause includes without limitation, as determined in the sole discretion of the City, any of the following: (1) neglect of or failure to adequately perform the essential duties or functions of Interim City Manager, (2) insubordination, (3) dishonesty, (4) embezzlement, (5) violation of Federal, State or local requirements pertaining to conflict of interest, (6) appearance of a conflict of interest, (7) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the City or Interim City Manager's reputation, (8) involvement in any act involving moral turpitude that would compromise Heathcock's effective performance as Interim City Manager, (9) taking a position adverse to the interests of the City without the City's prior written consent, (10) violation of any fiduciary duty owed to the City, (11) proven failure of Heathcock to observe or perform any of his duties and obligations under this Agreement, if that failure continues for a period of thirty (30) business days after Heathcock receives written notice from the City Council specifying the acts or omissions deemed to constitute that failure or (12) inability to perform the essential duties and functions of the Interim City Manager position as referred to in Section 6 of this Agreement.
- (iv) If termination of this Agreement is the result of the death of Heathcock, the City shall pay all salary and benefits due up to and including Heathcock's date of death to Heathcock's legal heir(s).

D. In the event this Agreement is terminated by the City or Heathcock for any reason, the City and Heathcock agree that neither party shall make any written or oral statements to members of the public, the press, or any City employee concerning Heathcock's termination except in the form of a joint press release or statement which is mutually agreeable to both parties. The joint press release or statement shall not contain any text or information that is disparaging to the City or Heathcock. Either party may orally repeat the substance of the joint press release or statement in response to any inquiry.

E. In no case shall the termination of Heathcock's employment as Interim City Manager also terminate his employment as Colfax Community Services Director. Upon the expiration or termination of this Agreement or Heathcock's position as Interim City Manager, Heathcock shall resume his employment as Colfax Community Services Director and be allowed to remain in that

position unless his performance as Colfax Community Services Director warrants termination for Good Cause independent of the basis or reason for terminating this Agreement or his position as Interim City Manager.

Section 6. Inability To Perform Essential Duties and Functions.

Heathcock agrees that if he is unable to perform the essential duties and functions of the Interim City Manager position for any reason for more than 60 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Heathcock's inability to perform the essential duties and functions of the Interim City Manager position, it will so advise Heathcock in a writing sent to Heathcock's last known home address. At the time the City provides such notice, it will pay Heathcock for all earned pay and accrued, unused vacation benefits, less legally required deductions.

Section 7. Compensation

A. Salary

The City agrees to pay Heathcock for the performance of his duties and functions an initial annual salary of \$100,000.00, less legally required deductions. Such salary will be in lieu of Heathcock's salary as Colfax Community Services Director and shall be paid in installments at the same time that other employees of the City are paid. The City shall have the right to increase Heathcock's base annual salary at any time. Any adjustment to Heathcock's salary must be authorized in writing by the City. Heathcock shall not be entitled to receive payment or credit for, and the City shall not pay or credit Heathcock for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Heathcock acknowledges that the position of Interim City Manager is exempt from the provisions of the Fair Labor Standards Act (FLSA).

Section 8. Benefits.

During the term of this Agreement and his employment hereunder, Heathcock shall be entitled to receive the same benefits he presently receives as Colfax Community Services Director

Section 9: Performance Evaluations

The City shall review and consider Heathcock's performance as Interim City Manager as close as reasonably possible to the date upon which this Agreement expires or is otherwise terminated. The review shall be discussed with Heathcock and reduced to writing, and shall only cover the annual period of performance being reviewed.

Section 10. Confidential Information.

Heathcock agrees that he will not reveal any confidential information about the City or City employees that he learns while performing the duties and functions of Interim City Manager.

Section 11. City Property.

Heathcock agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as Interim City Manager are and will remain the exclusive property of the City. Heathcock will immediately deliver all originals and all copies of such materials that are in his possession or control to the City upon termination of this Agreement or upon any request from the Mayor and/or the City.

Section 12. Assistance in Litigation.

Heathcock agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Heathcock further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Heathcock agrees to notify the City immediately upon receipt of any legal process pertaining to the City.

Section 13. Alternative Dispute Resolution

(a) Heathcock and the City agree that in the event there is a dispute that arises from or relates to this Agreement, to Heathcock's employment as Interim City Manager or his termination or resignation from that position, or to the amount of pay or benefits which Heathcock is owed by the City, then before resorting to mediation, arbitration or other legal process, Heathcock and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council shall first meet and confer and attempt to amicably resolve any such dispute subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 30 days after provision of that written notice by the party desiring to meet and confer, Heathcock and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council and shall meet in person and attempt to amicably resolve their dispute. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in sub-Section 13 (b) below. Any resolution shall be subject to approval by a majority of the City Council.

(b) Subject to the provisions of sub-Section 13 (a), any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation

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

(c) If mediation is unsuccessful, then before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties shall submit selection of an arbitrator to the mediator, whose selection of an arbitrator shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Office of the Judicial Arbitration and Mediation Service (JAMS) nearest to Colfax or any other comparable service that the parties mutually agree upon. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement. The award of the arbitrator shall be subject to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. The arbitration hearing shall last as long as is reasonably necessary for the arbitrator to decide all issues in dispute. Both parties shall be allowed to present to the arbitrator all legal and equitable claims available to them under law.

Section 14. Governing Law.

This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 15. Headings.

The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 16. Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by Heathcock without the prior express written approval of the City.

Section 17. Severability.

If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 18. Notices.

Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

City: Mayor’s Office
City of Colfax
P.O. Box 702
Colfax, CA 95713

Heathcock:

Wes Heathcock
Colfax City Hall
P.O. Box 702
Colfax, CA 95713

Section 19. Modification.

This Agreement may only be modified in a writing signed by Heathcock and the City.

Section 20. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Heathcock and the City regarding his employment as Interim City Manager. Heathcock and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 21. Effective Date.

This Agreement will become effective July 12, 2107.

City of Colfax

By: _____

Stephen Harvey
Mayor, City of Colfax

Wes Heathcock
Interim City Manager

ATTEST:

Lorraine Cassidy
City Clerk