



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR TONY HESCH • MAYOR PRO-TEM KIM DOUGLASS
COUNCILMEMBERS • DONNA BARKLE • JASON MCKINNEY • TOM PARNHAM



REGULAR MEETING AGENDA

September 24, 2014 • Closed Session 6:00 PM • Regular Session begins at 7:00 PM

1) CONVENE CLOSED SESSION

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

2) CONVENE OPEN SESSION

- 2A. **Pledge of Allegiance**
- 2B. **Roll Call**
- 2C. **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 AGENDA

RECOMMENDED ACTION: Approve Consent Calendar

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

- 3A. **Minutes City Council Meeting of September 10, 2014**
Recommendation: Approve the Minutes of the Regular Meeting of September 10, 2014.
- 3B. **Cash Summary Report August 30, 2014**
Recommendation: Receive and File
- 3C. **Appropriation Limits Correction:** Approve corrections to Resolution 22-2014.

4) COUNCIL, STAFF AND OTHER REPORTS

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

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

5) PUBLIC COMMENT

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



6) PUBLIC HEARINGS

NOTICE TO THE PUBLIC: City Council will take the following actions when considering a matter scheduled for hearing:	
1. Open the public hearing	6. Council comments and questions
2. Presentation by staff	7. When applicable, applicant or appellant rebuttal period
3. Council comments and questions	8. Close public hearing. (No public comment is taken after the hearing is closed.)
4. Presentation, when applicable, by applicant or appellant	9. City Council action
5. Accept public testimony	
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.	
<i>The City Council encourages the participation of the public. To ensure the expression of all points of view, and to maintain the efficient conduct of the City's business, members of the public who wish to address the Council shall do so in an orderly manner. The audience is asked to refrain from positive or negative actions such as yelling, clapping or jeering that may intimidate other members of the public from speaking. Members of the public wishing to speak may request recognition from the presiding officer by raising his or her hand, and stepping to the podium when requested to do so.</i>	

- 6A. **Second Reading and Adoption of Ordinance No. 525: An Ordinance of the City of Colfax amending Chapter 9.04 of Title 9 of the Colfax Municipal Code pertaining to alcoholic beverage possession and consumption**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDED ACTION: Conduct Public Hearing; Consider Public and Staff Comments; Waive Second Reading and Adopt Ordinance No. 525 to become effective in 30 days.

- 6B. **Public Hearing to Discuss and Consider Adopting Resolution No. 24-2014:** A Resolution Of The City Council Of The City Of Colfax Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq).
STAFF PRESENTATION: .Mark Miller, City Manager
RECOMMENDED ACTION: Conduct Public Hearing, Review Annual Report, Consider Public and Staff Comments and Adopt Resolution No. 24-2014

7) COUNCIL BUSINESS

- 7A. **Discuss City Manager Evaluation and Consider Resolution Approving Adjustment to the City Manager Employment Agreement**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Adopt Resolution No. 25-2014 Authorizing adjustment to the City Manager Agreement.

- 7B. **Interim contract for Wastewater Treatment Plant Operations**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Adopt Resolution No. 26-2014: A Resolution of the City Council of the City of Colfax authorizing the City Manager to execute an Interim Agreement with Fishers Waste Water Services to provide Chief Plant Operator Services at the Wastewater Treatment Plant

- 7C. **Draft Active Contract Report:** For information only.

8) ADJOURNMENT

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



 Lorraine Cassidy, City Clerk

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



City of Colfax
City Council Minutes
Regular Meeting of Wednesday, September 10, 2014
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CALL CLOSED SESSION TO ORDER

1A. Call to Order:

Mayor Hesch called the meeting to order at 6:02 pm.

1B. Roll Call:

Councilmembers present – Douglass, Hesch, McKinney, Parnham

Councilmembers absent – Barkle

1C. Public Comment:

None

1D. Closed Session Agenda:

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

Closed Session Adjourned at 6:57 PM.

2 CALL REGULAR MEETING TO ORDER

The Regular Council meeting was called to order at 7:04 PM by Mayor Hesch.

Mayor Hesch stated that there was no reportable action taken during Closed Session

2A. The Pledge of Allegiance was led by Steve Harvey, Colfax resident.

2B. Roll Call:

Councilmembers present: Douglass, Hesch, McKinney and Parnham

Councilmember absent: Barkle

2C. Approval of Agenda:

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council approved the agenda.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

3 PRESENTATION

3A. Appreciation of Lakshan DeSilva, Placer County Sheriff Deputy, for his Colfax Service - Ty Conners, Colfax Station Commander

Sergeant Conners commended Deputy DeSilva for his outstanding service to Colfax especially in enforcing drug abuse laws. Deputy DeSilva has been a valued asset to the Colfax Team.

Mayor Hesch presented Deputy DeSilva with a Certificate of Appreciation from the City Council.

Sergeant Conners introduced Deputy Michael Beggs and his wife Heather and welcomed them to the Colfax Team.

3B. Railroad Days and Potential Railroad Museum Displays

Malcolm Frost, President Placer Sierra Railroad Heritage Society (PSRHS) and Jim Wood, PSRHS Member and Colfax Resident

Mr. Frost explained the activities that are planned for Railroad Days on September 13th and 14th, 2014. Most events will be held at the Depot and the Roy Tom's Plaza as well as at the Sierra Vista Community Center. The emphasis this year is on Children's activities. Mr. Wood gave a brief presentation of some equipment which could be displayed at a proposed Railroad Museum. He asked the Council to consider supporting a museum on leased land from the Union Pacific Railroad and providing political support for such an endeavor.

Council endorsed the concept of the museum but would need to develop a clearly defined plan delineating long-term responsibilities for maintenance and funding.

Members of the public also commented that a museum would be beneficial to the City but only if properly maintained.

Council asked that staff prepare ideas to present to council and place an item on a future agenda allowing Council to have an in depth planning conversation about the viability of a Railroad Museum supported by the City of Colfax.

4 CONSENT AGENDA

4A. Minutes City Council Meeting of August 13, 2014

Recommendation: Approve the Minutes of the Regular Meeting of August 13, 2014.

4B. Proclamation of White Cane Days

4C. Cash Summary Report June 30, 2014

Recommendation: Receive and File

4D. Gann Appropriation Limit

Recommendation: Adopt Resolution 22-2014 Certifying compliance with the 2013-2014 appropriation limitation and establishing the appropriation limitation for the 2014-2015 Fiscal Year.

4E. Placer County Transportation Planning Agency (PCTPA) Activity Report

Recommendation: Receive and File

Items 4B and 4C were pulled for comments. Councilmember McKinney thanked the City for placing the White Cane Days Proclamation on the agenda and announced that in conjunction with White Cane Days, the Northern California Lions Sight Association will be hosting a free vision screening on Saturday September 13, 2014 during Railroad Days at the Depot from 10AM to 2PM. Everyone is welcome to come in for free vision screening and eye disease testing in the Lion's Vision Van.

Councilmember McKinney noted that on page 2 of the Cash Summary Report the graph indicates that the City began the fiscal year with a positive balance. This is the first time in many years. He also received clarification on funding for the upcoming Underground Utility District project. He was concerned with the way the City gives monetary support to some events and requested that the funds be distributed with a specified use rather than a general disbursement to the sponsoring organization. City Manager Miller concurred that a targeted use of City funds would be a good idea and will earmark future event funding for specific items to be supported.

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council approved the remainder of the Consent Agenda.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

5. COUNCIL, STAFF AND OTHER REPORTS

5A Committee Reports and Informational Items – All Council Members

Councilmember McKinney

- Mentioned the free vision screening on Saturday.
- The Bianchini Board meeting will be on September 11, 2014 at 4:30 at the Sierra Vista Community Center. The Board will decide about the proposed change of by-laws to allow the Board to use the principal of the endowment for capital projects.

Councilmember Parnham

- Attended the Weimar Applegate Colfax Municipal Advisory Council (WAC MAC) meeting. City Manager Miller gave an excellent presentation about the City of Colfax.
- Attended the Mosquito Vector Control District Board meeting. West Nile virus has reached Auburn.

Mayor Pro-tem Douglass

- Will be attending the Bianchini Board meeting tomorrow after an Economic Development Council meeting.
- Attended the Air Pollution Control Board meeting. More stringent rules will soon be affecting Colfax
- Project Go may sell Maidu Village, freeing up funds that might be available for Colfax residents.
- The Community “Take Back our Parks” meeting on Saturday was fruitful and an excellent example of community synergy. The Colfax Mom’s group, Sheriff’s Department, Council, City Staff and other members of the community were represented and working together to make Colfax parks safer and more family friendly.

Mayor Hesch

- Commented on the positive feedback he received after attending the “Take Back our Parks” meeting on Saturday. He has scheduled an appointment with the Auburn Recreation District Manager to explore new ideas for keeping Colfax Parks clean and safe.
- Attended the Placer County Transportation Planning Agency (PCTPA) and Sacramento Area Council of Governments (SACOG) Board meetings. He reported that in January funding sources for road work will no longer be available from State and Federal sources and local governments will need to find alternate funding sources.
- Continuing to work on establishing a Railroad Quiet Zone in Colfax. He will meet with six agencies which are involved in the process on September 16.

5B Operations Updates – City Staff

City Manager Miller

- PCTPA Technical Advisory Committee approved recommendation for Colfax’s CMAQ allocation for \$100,000 on Tuesday. Staff will draft a formal application for Council approval in order to access the funds.

- Will meet with SACOG representatives who are very supportive of Colfax getting up to \$40,000 in Technical Assistance for economic development.
- Friday is Colfax's final Friday Art Walk of the season. Local artist Nick Vogt back, as well as a few pieces from local artist Marlene Martin-Betts.
- As part of the Railroad Days celebration the City will dedicate the Railroad Engine hanging flower baskets on noon Saturday at the Gazebo in Roy Tom's Plaza.
- Wastewater Plant continues to run well, pond 3 is down to about 21 MG a steady drop from about 26 MG when staff updated the aeration system.
- Met with Mayor Pro-tem Douglas and the new Colfax High Principal Paul Lundberg last week. Very impressed with the principal's energy and support for community involvement.
- Met with an architect who is looking at a potential Senior Housing Project in town.

5C Additional Reports – Agency Partners

Chris Nave, California Highway Patrol (CHP) Officer and PIO

- Road closures for raising the bridges over I-80 begin on September 21, 2014. The bridge will be closed for 21 days and the Highway will be closed from 11PM to 5AM on September 23 (possibly also on September 24). CHP has contingency plans for law enforcement and emergency.
- Age-Well/Drive Smart classes are scheduled at City Hall on September 11, 2014 from 6PM to 8PM. All seniors are invited to attend. Councilmember McKinney requested that Officer Nave mention the upcoming Vision Screening to the Seniors.
- Teen classes will be held at the local driving school on October 16, 2014 and October 19, 2014.
- Car Seat Safety Evaluations will be at the Sierra Market parking lot on September 13, 2014.

Frank Klein, President of the Chamber of Commerce

- The Chamber Mixer last night was well attended. Thank you to Council members and City Manager Miller for attending.
- The next Mixer will be at Crispin Cider on October 23, from 5:30-7:30PM.
- The chamber will hold elections for four new Board Members in the next few months.

Sergeant Ty Conners, Station Commander of the Sheriff's Colfax Substation

- The Sheriff's department also has a contingency plan for covering the Colfax area during the upcoming I-80 road closures.
- Thank you to all who attended the Community "Take Back our Parks" meeting. The meeting was well attended and provided good communication and input. The planned spotlights and security cameras will be a good deterrent to inappropriate behavior. Dispatch will now be able to connect to the security camera when an incident is reported..
- Met with the SVCC Board about creating a skate park on the SVCC grounds. The project is still moving forward.

- The “What Would Jesus Do” group will conduct a cleanup at some homeless camps in the next few weeks.
- The Bear River Campground has become a problem with homeless people staying beyond the allowed time. The Sheriff’s Department has worked out a system with the new management staff of the campgrounds to get the campground cleaned up.
- The new Substation now has Internet connection, and move-in to the new building may be this month.
- On September 20, 2014, the “Medication Take-Back Program” will be at City Hall and the Sheriff’s Department encourages free anonymous drop-off of unused and expired medications.

6. PUBLIC COMMENT

Daniel Crenshaw, an area resident

- Spoke about the level of noise from the Railroad at night. He was happy to hear about the application for the Quiet Zone. Mayor Hesch informed him that it will take a year or more (normally up to 5 years) to have the Quiet Zone in effect.

Nancy Hagman, Colfax resident

- Reminded Council that City staff does commendable work and thanked City Staff.

Jeannie Claxton, Alpine Way

- Thank you to all who attended the “Take Back our Parks” meeting. Her church will meet at 9:00PM on Saturdays to “patrol” the area parks and report any suspicious activity to the Sheriff’s Department.
- Requested that the City have a Needle Disposal Receptacle in a public place to curtail the incidence of syringes being left in parks and play areas.
- Requested that council adopt the Alcohol container ordinance.
- Applauded Councilmember McKinney and the Lion’s Club for the free Vision Screening program.
- Along with volunteers will be conduction a homeless camp cleanup soon.
- The City needs to install a sign directing visitors to the SVCC so that more can attend all of the great events which are held there.

7. PUBLIC HEARINGS

7A. **Introduction and First Reading of Ordinance No. 525: An Ordinance of the City of Colfax amending Chapter 9.04 of Title 9 of the Colfax Municipal Code pertaining to Alcoholic Beverage Possession and Consumption**

City Manager Miller explained that the Ordinance before Council has been revised based on the feedback from the last Council meeting and has addressed the concerns expressed by council. The Ordinance will be a good tool to be used judiciously by law enforcement.

Councilmember McKinney spoke in favor of the revisions to the Ordinance but questioned the requested that the Ordinance be modified to eliminate the need for a Council Resolution for events where alcohol would be serve. Council agreed that the wording should be changed to require an ABC license and not a Council Resolution.

Frank Klein, Chamber President, spoke in favor of the ordinance.

Steve Harvey, Colfax resident, spoke in favor of the ordinance if it is used judiciously by law enforcement and not abused.

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council waived the first reading of the proposed ordinance with the agreed changes and Continued for Second Reading and Adoption at the September 24 Regularly Scheduled Council Meeting to be effective 30 days thereafter.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

8. COUNCIL BUSINESS

8A. Grass Valley Street Rule 20A Utility Undergrounding Project Coordination and Design Consultant Contract

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Adopt Resolution 23-2014 authorizing the City Manager to enter into a Consulting Services Agreement on behalf of the City with Malcolm White Consulting in the amount not to exceed \$24,000.

City Manager Miller reminded Council that this contract is part of the improvement project which Council approved at the August 13 meeting. The funding for this part of the project is covered entirely by the PGE Rule 20A funding.

Mayor Hesch thanked City Manager Miller for initiating this project. It will be a major improvement to the City that he had previously thought out of reach of the City of Colfax.

Resident Steve Harvey asked if adding more historic light poles and electrical outlets for the gazebo are part of the project. City Manager Miller confirmed that the City owns one historic light which will be installed with this project, but the scope of this project doesn't include the gazebo area.

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council adopted Resolution 23-2014 authorizing the City Manager to enter into a Consulting Services Agreement on behalf of the City with Malcolm White Consulting in the amount not to exceed \$24,000.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

7. ADJOURNMENT

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council adjourned the meeting at 9:07 PM.

Respectfully submitted to City Council this 24th day of September, 2014.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE September 24, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Laurie Van Groningen, Finance Director

DATE: September 12, 2014

SUBJECT: City of Colfax Cash Summary Report: August 31, 2014

<input checked="" type="checkbox"/> X	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report: August 31, 2014.

SUMMARY:

Staff recommends that the Council accepts and files the Colfax Cash Summary Report: for August 2014.

FISCAL IMPACT:

No fiscal impact

BACKGROUND AND ANALYSIS:

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

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

CONCLUSION:

The attached reports reflect an overview of the financial transactions of the City of Colfax in August 2014.

Monthly highlights include:

July expenditures included:

- Annual animal control contract payment with Placer County
- Project expenditures on the Grass Valley Street project

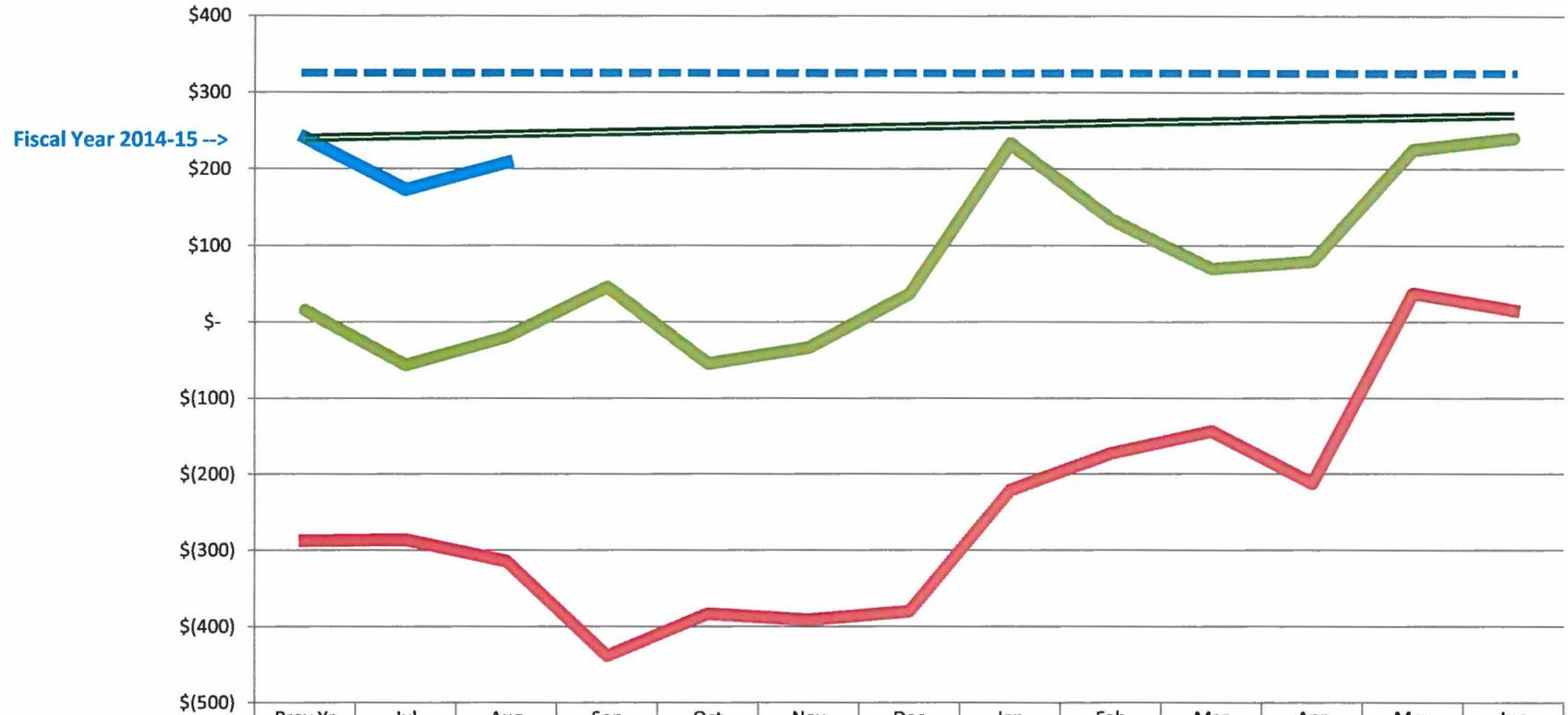
July revenues included:

- Final property tax allocation (5%) for FY2013-2014

ATTACHMENTS:

City of Colfax - August 2014 General Fund Unassigned Cash Analysis

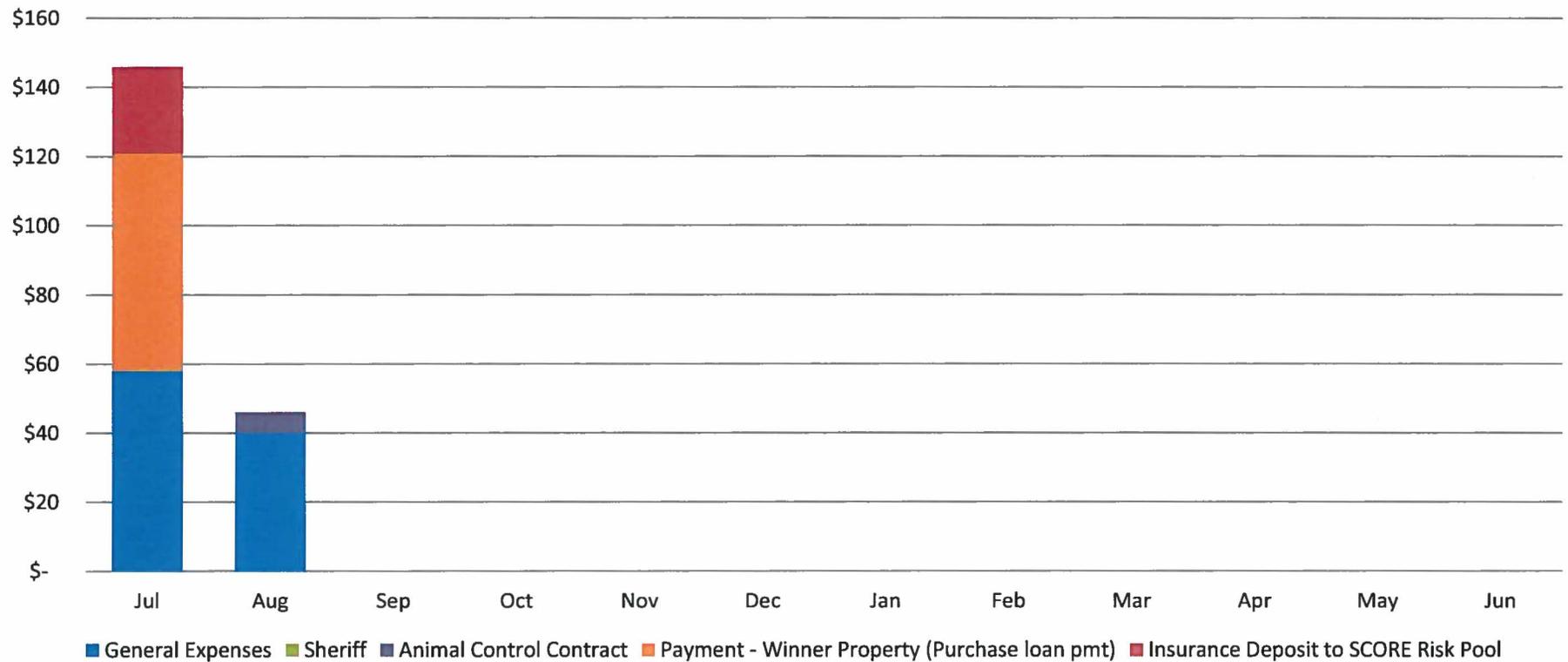
(Dollars in Thousands)



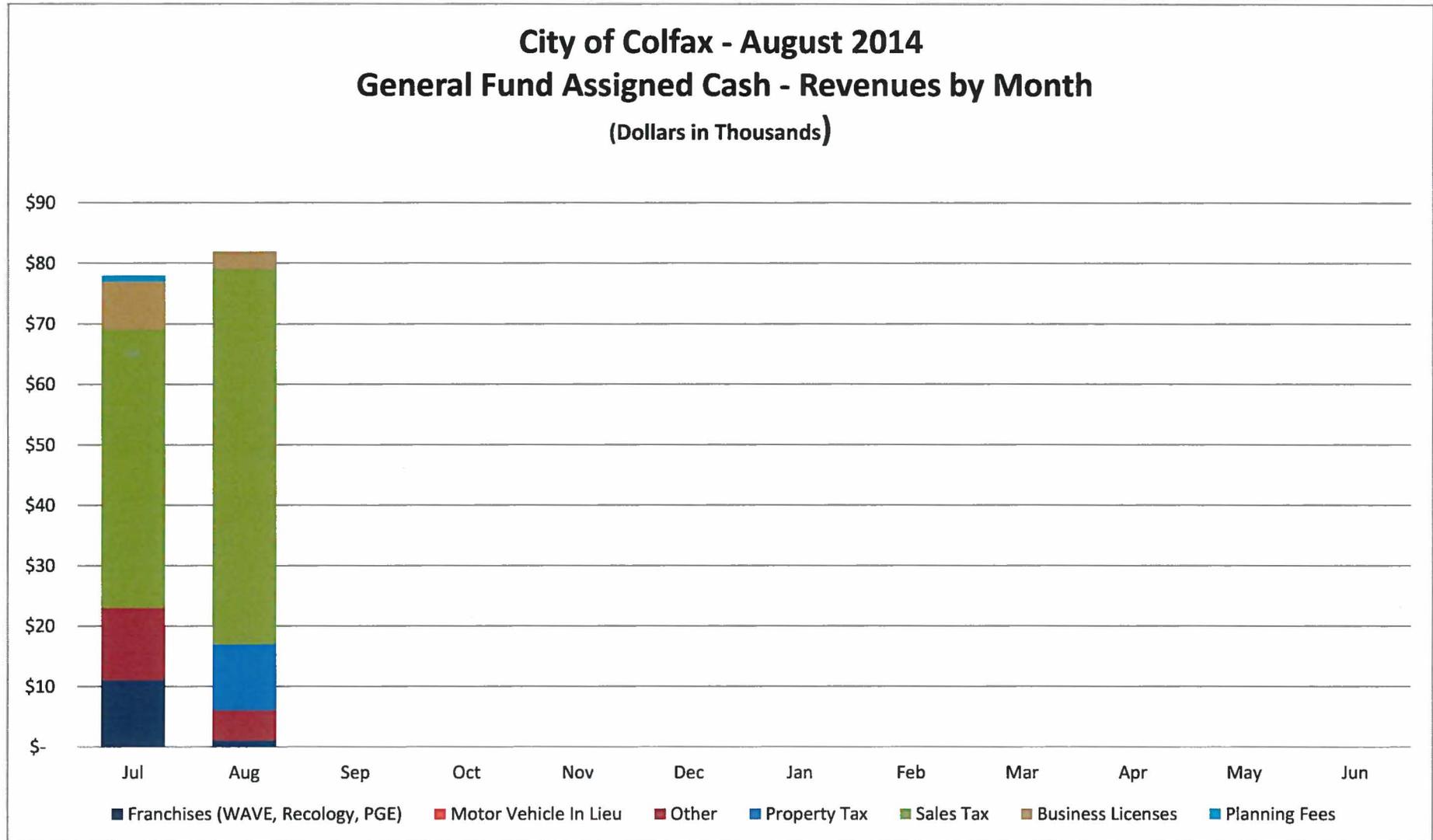
	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2014-15	\$240	\$172	\$208										
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	15
*Reserves Target 25%	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	\$325	325
Budget FY2015	\$240	\$243	\$245	\$248	\$250	\$253	\$255	\$258	\$260	\$263	\$265	\$268	270

*This is a recommended General Fund Reserve Target of 25% (3 months) of annual General Fund Revenues.

City of Colfax - August 2014 General Fund Assigned Cash - Expenses by Month (Dollars in Thousands)



City of Colfax - August 2014
General Fund Assigned Cash - Revenues by Month
 (Dollars in Thousands)



City of Colfax
Cash Summary
August 31, 2014

	Balance 07/31/14	Revenues In	Expenses Out	Transfers	Balance 08/31/14
US Bank	\$ 30,203.03	\$ 221,402.01	\$ (218,127.91)	\$ 150,000.00	\$ 183,477.13
LAIF	\$ 2,841,433.44			\$ (150,000.00)	\$ 2,691,433.44
LAIF - County Loan	\$ -				\$ -
Total Cash - General Ledger	\$ 2,871,636.47	\$ 221,402.01	\$ (218,127.91)	\$ -	\$ 2,874,910.57
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 2,871,936.47	\$ 221,402.01	\$ (218,127.91)	\$ -	\$ 2,875,210.57

Change in Cash Account Balance - Total \$ 3,274.10

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
 - 2. Check Register Report (Accounts Payable) \$ (177,809.19)
 - 3. Cash Receipts - Daily Cash Summary Report \$ 101,233.62
 - Payroll Checks and Tax Deposits \$ (39,502.08)
 - Utility Billings - Receipts \$ 119,481.52
 - LAIF Qtrly Interest
 - Bank Service Charges \$ (129.77)
- \$ 3,274.10 \$ (0.00)

Prepared by: Laurie Van Groningen 9/12/14
Laurie Van Groningen, Finance Director

Reviewed by: Mark Miller
Mark Miller, City Manager

City of Colfax

Cash Transactions Report - August 2014

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 456,314.27	\$ 82,517.45	\$ (45,476.89)	\$ 493,354.83
Fund: 120 - Land Development Fees	\$ 18,054.82	\$ -	\$ (522.50)	\$ 17,532.32
Fund: 570 - Garbage Fund	\$ (302,806.92)	\$ -	\$ -	\$ (302,806.92)
Fund Type: 1.11 - General Fund - Unassigned	\$ 171,562.17	\$ 82,517.45	\$ (45,999.39)	\$ 208,080.23
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	\$ 30,767.26	\$ -	\$ -	\$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 768,660.23	\$ -	\$ (16,658.91)	\$ 752,001.32
Fund Type: 1.14 - General Fund - Restricted	\$ 799,427.49	\$ -	\$ (16,658.91)	\$ 782,768.58
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ 3,884.07	\$ -	\$ -	\$ 3,884.07
Fund: 211 - Mitigation Fees - Drainage	\$ 2,982.46	\$ -	\$ -	\$ 2,982.46
Fund: 212 - Mitigation Fees - Trails	\$ 41,388.23	\$ -	\$ -	\$ 41,388.23
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 91,767.30	\$ -	\$ -	\$ 91,767.30
Fund: 214 - Mitigation Fees - City Bldgs	\$ 445.46	\$ -	\$ -	\$ 445.46
Fund: 215 - Mitigation Fees - Vehicles	\$ 230.76	\$ -	\$ -	\$ 230.76
Fund: 217 - Mitigation Fees - DT Parking	\$ 26,043.91	\$ -	\$ -	\$ 26,043.91
Fund: 218 - Support Law Enforcement	\$ (5,524.38)	\$ 5,524.38	\$ -	\$ (0.00)
Fund: 236 - CDBG Revitalization Zone	\$ -	\$ -	\$ -	\$ -
Fund: 241 - CDBG Housing Rehabilitation	\$ 94,224.51	\$ -	\$ -	\$ 94,224.51
Fund: 244 - CDBG MicroEnterprise Lending	\$ 116,057.84	\$ 300.00	\$ -	\$ 116,357.84
Fund: 250 - Streets - Roads/Transportation	\$ (28,090.74)	\$ -	\$ (10,727.26)	\$ (38,818.00)
Fund: 253 - Gas Taxes	\$ 55,888.53	\$ -	\$ (4,936.12)	\$ 50,952.41
Fund: 270 - Beverage Container Recycling	\$ 32,775.29	\$ -	\$ (228.02)	\$ 32,547.27
Fund: 280 - Oil Recycling	\$ 3,338.95	\$ -	\$ (86.65)	\$ 3,252.30
Fund: 286 - Bricks	\$ 5,233.50	\$ -	\$ -	\$ 5,233.50
Fund: 292 - Fire Department Capital Funds	\$ 27,174.52	\$ -	\$ (1,898.38)	\$ 25,276.14
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 467,820.21	\$ 5,824.38	\$ (17,876.43)	\$ 455,768.16
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	\$ 182,866.33	\$ -	\$ (35,313.35)	\$ 147,552.98
Fund Type: 1.34 - Capital Projects - Restricted	\$ 182,866.33	\$ -	\$ (35,313.35)	\$ 147,552.98
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 192,964.54	\$ 82,615.54	\$ (92,101.36)	\$ 183,478.72
Fund: 561 - Sewer Liftstations	\$ 324,615.50	\$ 13,989.28	\$ (9,925.85)	\$ 328,678.93
Fund: 563 - Wastewater Treatment Plant	\$ 275,372.51	\$ 32,409.51	\$ (252.62)	\$ 307,529.40
Fund: 565 - General Obligation Bond 1978	\$ 21,462.46	\$ -	\$ -	\$ 21,462.46
Fund: 567 - Inflow & Infiltration	\$ 435,545.26	\$ 4,045.85	\$ -	\$ 439,591.11
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 1,249,960.27	\$ 133,060.18	\$ (102,279.83)	\$ 1,280,740.62
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ -	\$ 39,502.08	\$ (39,502.08)	\$ -
Fund Type: 9.0 - CLEARING ACCOUNT	\$ -	\$ 39,502.08	\$ (39,502.08)	\$ -
Grand Totals:	\$ 2,871,636.47	\$ 260,904.09	\$ (257,629.99)	\$ 2,874,910.57

Check Register Report

ITEM 3B

A/P Checks - August 2014

Date: 7 of 10
09/08/2014
Time: 12:53 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							
50160	08/07/2014	Printed		01287	AERO-WEST ENGINEERING	GRASS VALLEY STREET ROAD	2,090.00
50161	08/07/2014	Printed		01500	ANDERSON'S SIERRA	WWTP SUPPLIES	689.09
50162	08/07/2014	Printed		01510	ANDREGG GEOMATICS, INC	MOTOR LODGE PARCEL MAP CHECK	82.50
50163	08/07/2014	Printed		01790	AUBURN OFFICE PRODUCTS	SUPPLIES	2.90
50164	08/07/2014	Printed		08159	HILL BROTHERS CHEMICAL CO.	CHEMICALS	2,181.71
50165	08/07/2014	Printed		08170	HILLS FLAT LUMBER CO	SUPPLIES	1,395.79
50166	08/07/2014	Printed		08501	HOME DEPOT CREDIT SERVICES	LANDSCAPE FABRIC	717.87
50167	08/07/2014	Printed		12110	LABOR READY	LABOR READY SERVICES	1,800.26
50168	08/07/2014	Printed		012100	LAFCO	2014-2015 FEES	1,027.41
50169	08/07/2014	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING JUN '14	1,829.25
50170	08/07/2014	Printed		12555	LOMEN, SEAN	REIMBURSEMENT, VOLUNTEER	949.19
50171	08/07/2014	Printed		12556	STEPHEN LOMEN	REIMBURSEMENT, VOLUNTEER	949.19
50172	08/07/2014	Printed		16009	SEAN PATRICK	REFUND, EVENT APPLICATION,	100.00
50173	08/07/2014	Printed		16035	PG&E	UTILITIES JUL '14	14,490.73
50174	08/07/2014	Printed		16820	PSI	BUSINESS LICENSE ENVELOPES	105.74
50175	08/07/2014	Printed		18400	RIEBES AUTO PARTS	SUPPLIES JUL '14	36.00
50176	08/07/2014	Printed		20048	TALL BOOTS PUMPING SERVICES	SEPTIC TANK PUMPED	575.00
50177	08/07/2014	Printed		21560	US BANK CORPORATE PMT SYSTEM	SUPPLIES	1,522.60
50178	08/07/2014	Printed		21500	USA BLUE BOOK, INC	GLASS FIBER FILTER	201.93
50179	08/07/2014	Printed		21904	UV DOCTOR SYSTEMS, LLC	TROJAN BALLAST	1,280.00
50180	08/07/2014	Printed		03133	WATER POLLUTION CONTROL SERV	WWTP OPERATIONS JUL '14	21,472.50
50181	08/07/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET/PHONE CITY HALL	223.64
50182	08/14/2014	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD/WWTP	13.00
50183	08/14/2014	Printed		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS AND SUPPLIES JUL '14	384.59
50184	08/14/2014	Printed		01431	ANALYTICAL TECHNOLOGY, INC	KI REAGENT	119.28
50185	08/14/2014	Printed		01766	AT&T MOBILITY	CELL PHONES JUL '14	391.92
50186	08/14/2014	Printed		02084	BRIGIT S. BARNES & ASSOCIATES	PLANNING SERVICES JUL '14	2,097.76
50187	08/14/2014	Printed		03450	CITY OF LINCOLN	CITY OFFICIALS DINNER	125.00
50188	08/14/2014	Printed		03650	CRANMER ENGINEERING, INC.	LANDFILL TESTING	12,068.00
50189	08/14/2014	Printed		07460	GOLD COUNTRY MEDIA	PUBLIC NOTICE, UNDERGROUND	79.60
50190	08/14/2014	Printed		08050	HACH COMPANY	WWTP TESTING	127.17
50191	08/14/2014	Printed		08070	HANSEN BROS. ENTERPRISES	BARK	1,896.30
50192	08/14/2014	Printed		08159	HILL BROTHERS CHEMICAL CO.	CHEMICALS	1,968.09
50193	08/14/2014	Printed		08660	HUNT AND SONS, INC.	GAS PUBLIC WORKS	338.52
50194	08/14/2014	Printed		09540	INTERSTATE SALES	STREET PAINT	367.38
50195	08/14/2014	Printed		12110	LABOR READY	LABOR READY SERVICES	606.40
50196	08/14/2014	Printed		13562	MUNITEMPS	INTERIM CITY CLERK SERVICES	1,955.25
50197	08/14/2014	Printed		14856	OLD REPUBLIC TITLE	REFUND, OVERPAYMENT ON SEWER	224.08
50198	08/14/2014	Printed		16004	PARAGON GEOTECHNICAL, INC	WWTP O&M	3,593.50
50199	08/14/2014	Printed		16040	PITNEY BOWES	POSTAGE	500.00
50200	08/14/2014	Printed		16139	PLACER COUNTY ADMINISTRATIVE	ANIMAL CONTROL	6,448.62
50201	08/14/2014	Printed		16200W	PLACER COUNTY SHERIFFS DEPT.	PCSO PHONE JUL '14	151.14
50202	08/14/2014	Printed		19397	SIERRA SAW	CLUTCH DRUM ASSY/CLUTCH ASSY	13.43
50203	08/14/2014	Printed		21130	UNION PACIFIC RAILROAD CO	DINKY CLOSURE FENCE	250.00
50204	08/14/2014	Printed		21862	US TRENCHLESS	SEWER RHB PROJECT,	8,763.50
50205	08/14/2014	Printed		21500	USA BLUE BOOK, INC	FREIGHT CHARGES	109.27
50206	08/14/2014	Printed		23110	WALKER'S OFFICE SUPPLIES	TOILET PAPER	161.22
50207	08/14/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET HESCH	95.90
50208	08/14/2014	Printed		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JUL '14	151.83
50209	08/21/2014	Printed		04234	DE LANG LANDEN	COPY MACHINE PROPERTY TAX	47.64
50210	08/21/2014	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	INTERNET WWTP SEPT '14	99.95

Check Register Report

ITEM 3B

A/P Checks - August 2014

Date: 8 of 10
09/08/2014
Time: 12:53 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							
50211	08/21/2014	Printed		05500	EXTRA MILE DELIVERY SERVICE	WWTP TESTING	465.00
50212	08/21/2014	Printed		08050	HACH COMPANY	SENSOR	1,044.39
50213	08/21/2014	Printed		12110	LABOR READY	LABOR READY SERVICES	1,250.70
50214	08/21/2014	Printed		19390	MAR-VAL'S SIERRA MARKET	SUPPLIES	14.09
50215	08/21/2014	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING JUL '14	6,676.25
50216	08/21/2014	Printed		18193	RECOLOGY AUBURN PLACER	WWTP DEBRIS BOX RENTAL JUL '14	230.00
50217	08/21/2014	Printed		18557	EREIN ROBLEZ	REFUND, EVENT APPLICATION, CHS	100.00
50218	08/21/2014	Printed		19279	SERVICE ENGINEERING	WWTP MAINTENANCE	1,811.90
50219	08/21/2014	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT JUL '14	5,638.75
50220	08/21/2014	Printed		23101	LARRY WALKER	NPDES/WWTP MONITORING JUL '14	6,847.50
50221	08/21/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	INTERNET CITY HALL	182.95
50222	08/29/2014	Printed		01287	AERO-WEST ENGINEERING	GRASS VALLEY STREET ROAD	3,040.00
50223	08/29/2014	Printed		04234	DE LANG LANDEN	COPY MACHINE CONTRACT	170.93
50224	08/29/2014	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP MONITORING JUL '14	8,229.00
50225	08/29/2014	Printed		08086	HBE RENTALS	PRESSURE WASHER RENTAL	60.00
50226	08/29/2014	Printed		08660	HUNT AND SONS, INC.	GAS PUBLIC WORKS	814.37
50227	08/29/2014	Printed		09455	INLAND BUSINESS SYSTEMS	SUPPLIES	20.00
50228	08/29/2014	Printed		13562	MUNITEMPS	INTERIM CITY CLERK SERVICES	1,817.00
50229	08/29/2014	Printed		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL FEES JUL '14	3,905.38
50230	08/29/2014	Printed		16190	PLACER COUNTY DEPARTMENT OF PSI	STREET STRIPING	2,517.72
50232	08/29/2014	Printed		16820	PSI	AP CHECKS, US BANK	284.34
50233	08/29/2014	Printed		18193	RECOLOGY AUBURN PLACER	TAX ROLLS 5% FY 13/14	469.54
50234	08/29/2014	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE OCT '14	7,400.00
50235	08/29/2014	Printed		22235	VSS INTERNATIONAL, INC	GRASS VALLEY STREET ROAD	27,835.00
50236	08/29/2014	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE FIRE DEPT	112.74

Total Checks: 76 **Checks Total (excluding void checks): 177,809.19**

Total Payments: 76 **Bank Total (excluding void checks): 177,809.19**

Total Payments: 76 **Grand Total (excluding void checks): 177,809.19**

DAILY CASH SUMMARY REPORT

ITEM 3B

9/10/2014
 5:51 pm

08/01/2014 - 08/31/2014

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
Fund: 100 - General Fund								
86794	2	08/04/2014	CR	100-000-1000	11,665.70	0.00	11,665.70	
08/04/2014		Daily Totals			11,665.70	0.00	11,665.70	
86796	2	08/06/2014	CR	100-000-1000	785.50	0.00	785.50	
08/06/2014		Daily Totals			785.50	0.00	785.50	
86267	2	08/07/2014	CR	100-000-1000	56.00	0.00	56.00	
86268	2	08/07/2014	CR	100-000-1000	2,528.85	0.00	2,528.85	
86269	2	08/07/2014	CR	100-000-1000	175.00	0.00	175.00	
86270	2	08/07/2014	CR	100-000-1000	1,000.00	0.00	1,000.00	
86274	2	08/07/2014	CR	100-000-1000	10.00	0.00	10.00	
08/07/2014		Daily Totals			3,769.85	0.00	3,769.85	
86275	2	08/08/2014	CR	100-000-1000	100.00	0.00	100.00	
86276	2	08/08/2014	CR	100-000-1000	61.00	0.00	61.00	
08/08/2014		Daily Totals			161.00	0.00	161.00	
86609	2	08/18/2014	CR	100-000-1000	100.00	0.00	100.00	
86610	2	08/18/2014	CR	100-000-1000	100.00	0.00	100.00	
86611	2	08/18/2014	CR	100-000-1000	61.00	0.00	61.00	
86612	2	08/18/2014	CR	100-000-1000	262.40	0.00	262.40	
86613	2	08/18/2014	CR	100-000-1000	60.00	0.00	60.00	
86614	2	08/18/2014	CR	100-000-1000	677.32	0.00	677.32	
86797	2	08/18/2014	CR	100-000-1000	1,596.07	0.00	1,596.07	
08/18/2014		Daily Totals			2,856.79	0.00	2,856.79	
86798	2	08/20/2014	CR	100-000-1000	61,500.00	0.00	61,500.00	
08/20/2014		Daily Totals			61,500.00	0.00	61,500.00	
86705	2	08/21/2014	CR	100-000-1000	150.00	0.00	150.00	
86707	2	08/21/2014	CR	100-000-1000	1,378.34	0.00	1,378.34	
86708	2	08/21/2014	CR	100-000-1000	249.60	0.00	249.60	
08/21/2014		Daily Totals			1,777.94	0.00	1,777.94	
Fund: 100 - General Fund					TOTALS:	82,516.78	0.00	82,516.78
Fund: 218 - Support Law Enforcement								
86794	6	08/04/2014	CR	218-000-1000	5,524.38	0.00	5,524.38	
08/04/2014		Daily Totals			5,524.38	0.00	5,524.38	
Fund: 218 - Support Law Enforcement					TOTALS:	5,524.38	0.00	5,524.38
Fund: 244 - CDBG MicroEnterprise Lending								
86706	2	08/21/2014	CR	244-000-1000	300.00	0.00	300.00	
08/21/2014		Daily Totals			300.00	0.00	300.00	

Limited to include: JE Types of: CR

DAILY CASH SUMMARY REPORT

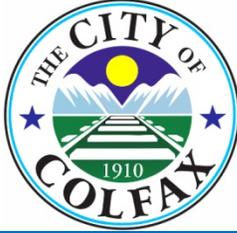
ITEM 3B

10:02:40
9/10/2014
5:51 pm

08/01/2014 - 08/31/2014

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
Fund: 244 - CDBG MicroEnterprise Lending					TOTALS:	300.00	0.00	300.00
Fund: 560 - Sewer								
86794	8	08/04/2014	CR	560-000-1000	7,400.79	0.00	7,400.79	
08/04/2014		Daily Totals			7,400.79	0.00	7,400.79	
86795	2	08/05/2014	CR	560-000-1000	200.00	0.00	200.00	
08/05/2014		Daily Totals			200.00	0.00	200.00	
86264	2	08/07/2014	CR	560-000-1000	61.33	0.00	61.33	
08/07/2014		Daily Totals			61.33	0.00	61.33	
Fund: 560 - Sewer					TOTALS:	7,662.12	0.00	7,662.12
Fund: 561 - Sewer Liftstations								
86265	2	08/07/2014	CR	561-000-1000	407.00	0.00	407.00	
86266	2	08/07/2014	CR	561-000-1000	407.00	0.00	407.00	
86271	2	08/07/2014	CR	561-000-1000	407.00	0.00	407.00	
86272	2	08/07/2014	CR	561-000-1000	395.40	0.00	395.40	
86273	2	08/07/2014	CR	561-000-1000	11.60	0.00	11.60	
08/07/2014		Daily Totals			1,628.00	0.00	1,628.00	
Fund: 561 - Sewer Liftstations					TOTALS:	1,628.00	0.00	1,628.00
Fund: 567 - Inflow & Infiltration								
86794	12	08/04/2014	CR	567-000-1000	3,602.34	0.00	3,602.34	
08/04/2014		Daily Totals			3,602.34	0.00	3,602.34	
Fund: 567 - Inflow & Infiltration					TOTALS:	3,602.34	0.00	3,602.34
GRAND TOTALS:					101,233.62	0.00	101,233.62	



STAFF REPORT TO THE COLFAX CITY COUNCIL

For The September 24, 2014 Council Meeting

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: September 17, 2014
SUBJECT: Revise Calculation for Appropriation Limitation for the Fiscal Year 2013-2014

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Revise Resolution 22-2014: Certifying compliance with the 2013-2014 appropriation limitation and establishing the appropriation limitation for the 2014-2015 Fiscal Year

SUMMARY:

At the September 10, 2014 City Council meeting, Council adopted Resolution 22-2014. Staff has reviewed and has revised the calculation due to incorrect data input. The original appropriation limit was set at \$1,939,045. The revised limit is \$1,940,060.

CONCLUSION:

Staff recommends Revision of Resolution.

- ATTACHMENTS:**
- 1) Revised Resolution 22-2014
 - 2) Revised Attachment A – Actual appropriations for the fiscal year 2013-2014
 - 3) Revised Attachment B – Appropriation Limit Calculation for the fiscal year 2014-2015
 - 4) Department of Finance Price and population information for use in calculations for fiscal year 2014-2015 appropriations limit.
 - 5) Original Resolution and Attachments

City of Colfax
City Council

Resolution No 22-2014

CERTIFYING COMPLIANCE WITH THE 2013-2014
APPROPRIATION LIMITATION AND ESTABLISHING THE APPROPRIATION LIMITATION
FOR THE 2014-2015 FISCAL YEAR

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

WHEREAS, the Colfax City Council hereby certifies that the estimated actual appropriations for the fiscal year 2013-2014 will fall within the appropriation limitation for the 2013-2014 fiscal year as demonstrated in Attachment A; and

WHEREAS, the Colfax City Council must establish the appropriation limitation for the fiscal year 2014-2015, as calculated in Attachment B;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Colfax that the 2013-2014 fiscal year expenditures fall within the established limitations and the limitations for the 2014-2015 fiscal year are hereby established at \$1,940,060.

PASSED AND ADOPTED, this 24th day of September, 2014, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tony Hesch, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

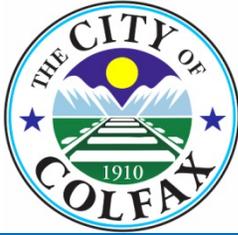
CITY OF COLFAX
PROP 4 - GANN APPROPRIATION LIMIT CALCULATION
Attachment A

	2013-2014		2014-2015
	Budget	Actuals*	Budget
<i>Tax Revenues to be included in calculation:</i>			
100-000-4010 Property Taxes	\$ 295,000	\$ 292,311	\$ 300,000
100-000-4020 Sales and Use Taxes	\$ 575,000	\$ 947,033	\$ 685,000
100-000-4040 Transient Occupancy Taxes	\$ 16,000	\$ 16,750	\$ 15,000
100 (572)-000-4100 Franchises	\$ 60,000	\$ 68,741	\$ 60,000
100-000-4200 Business Licenses	\$ 25,000	\$ 27,793	\$ 27,000
100-000-4700 State Motor Vehicle License		\$ -	
100-000-4710 Motor Vehicle In Lieu	\$ 120,000	\$ 116,957	\$ 115,000
565-000-4060 Voter's Approved	\$ 6,500	\$ 5,750	\$ 4,500
Total Tax Revenue	\$ 1,097,500	\$ 1,475,335	\$ 1,206,500
Calculated Appropriation Limit	\$ 1,934,858	\$ 1,934,858	\$ 1,920,756
<i>Remaining appropriation limit capacity</i>	\$ 837,358 43%	\$ 459,523 24%	\$ 714,256 37%

*As of 09/3/14 pending final audit. No adjustments anticipated.

City of Colfax
Appropriation Limit Calculation
Attachment B

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Computed Gann Limit - Prev Yr	\$ 1,628,747.00	\$ 1,666,213.95	\$ 1,716,041.00	\$ 1,770,954	\$ 1,848,010	\$ 1,934,858
Cost of living factor						
Change in California per capita	1.0062	0.9746	1.0251	1.0377	1.0512	0.9977
Population Adjustment Factor	1.0197	1.0567	1.0072	1.0056	0.996	0.995
Computed limitation	\$ 1,671,130.48	\$ 1,715,966.80	\$ 1,771,779.25	\$ 1,848,010	\$ 1,934,858	\$ 1,920,756



STAFF REPORT TO THE COLFAX CITY COUNCIL

For The September 10, 2014 Council Meeting

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: September 3, 2014
SUBJECT: 1. Certify compliance with the Fiscal Year 2012-2013 Appropriation Limitation
 2. Establish Appropriation Limitation for the Fiscal Year 2013-2014

<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 22-2014: Certifying compliance with the 2013-2014 appropriation limitation and establishing the appropriation limitation for the 2014-2015 Fiscal Year

SUMMARY:

In 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the *California Constitution*. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the *Government Code*, was then added to the law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the *Constitution*. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year and certify the actual appropriations limit for the preceding year. The data required to complete the calculation is provided by the State of California, Department of Finance.

BACKGROUND AND ANALYSIS:

The appropriation limit is, in essence, a tax revenue limit. If the City's "proceeds from taxes" exceeds the appropriation limit, the difference must be refunded to taxpayers or receive voter approval to keep the extra taxes.

Historically, the actual annual appropriations for the City of Colfax have always been well below the calculated limits. Each year, the limits are adjusted by the percent change in population and the percent change in California per capita personal income. Based upon these annual adjustments, it is highly unlikely that the City of Colfax would ever experience difficulties in staying within the limit.

CONCLUSION:

Staff recommends Adoption of Resolution.

- ATTACHMENTS:**
- 1) Resolution 22-2014
 - 2) Attachment A – Actual appropriations for the fiscal year 2013-2014
 - 3) Attachment B – Appropriation Limit Calculation for the fiscal year 2014-2015
 - 4) Department of Finance Price and population information for use in calculations for fiscal year 2014-2015 appropriations limit.

City of Colfax
City Council

Resolution No 22-2014

CERTIFYING COMPLIANCE WITH THE 2013-2014
APPROPRIATION LIMITATION AND ESTABLISHING THE APPROPRIATION LIMITATION
FOR THE 2014-2015 FISCAL YEAR

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

WHEREAS, the Colfax City Council hereby certifies that the estimated actual appropriations for the fiscal year 2013-2014 will fall within the appropriation limitation for the 2013-2014 fiscal year as demonstrated in Attachment A; and

WHEREAS, the Colfax City Council must establish the appropriation limitation for the fiscal year 2014-2015, as calculated in Attachment B;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Colfax that that 2013-2014 fiscal year expenditures fall within the established limitations and the limitations for the 2014-2015 fiscal year are hereby established at \$1,939,045.

PASSED AND ADOPTED, this 10th day of September, 2014, by the City Council of the City of Colfax, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tony Hesch, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

CITY OF COLFAX
 PROP 4 - GANN APPROPRIATION LIMIT CALCULATION
 Attachment A

	2013-2014		2014-2015
	Budget	Actuals*	Budget
<i>Tax Revenues to be included in calculation:</i>			
100-000-4010 Property Taxes	\$ 295,000	\$ 292,311	\$ 300,000
100-000-4020 Sales and Use Taxes	\$ 575,000	\$ 947,033	\$ 685,000
100-000-4040 Transient Occupancy Taxes	\$ 16,000	\$ 16,750	\$ 15,000
100 (572)-000-4100 Franchises	\$ 60,000	\$ 68,741	\$ 60,000
100-000-4200 Business Licenses	\$ 25,000	\$ 27,793	\$ 27,000
100-000-4700 State Motor Vehicle License		\$ -	
100-000-4710 Motor Vehicle In Lieu	\$ 120,000	\$ 116,957	\$ 115,000
565-000-4060 Voter's Approved	\$ 6,500	\$ 5,750	\$ 4,500
Total Tax Revenue	<u>\$ 1,097,500</u>	<u>\$ 1,475,335</u>	<u>\$ 1,206,500</u>
Calculated Appropriation Limit	\$ 1,934,858	\$ 1,934,858	\$ 1,939,045
Remaining appropriation limit capacity	\$ 837,358 43%	\$ 459,523 24%	\$ 732,545 38%

*As of 09/3/14 pending final audit. No adjustments anticipated.

**City of Colfax
Appropriation Limit Calculation
Attachment B**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Computed Gann Limit - Prev Year	\$ 1,628,747.00	\$ 1,666,213.95	\$ 1,716,041.00	\$ 1,770,954	\$ 1,848,010	\$ 1,934,858
Cost of living factor						
Change in California per capita	1.0062	0.9746	1.0251	1.0377	1.0512	1.0072
Population Adjustment Factor	1.0197	1.0567	1.0072	1.0056	0.996	0.995
Computed limitation	\$ 1,671,130.48	\$ 1,715,966.80	\$ 1,771,779.25	\$ 1,848,010	\$ 1,934,858	\$ 1,939,045



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. ■ GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2014

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2014, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2014-15. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2014-15 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2014.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

KEELY M. BOSLER
Chief Deputy Director

Attachment

May 2014

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2014-15 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2014-15	-0.23

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2014-15 appropriation limit.

2014-15:

Per Capita Cost of Living Change = -0.23 percent
 Population Change = 0.95 percent

Per Capita Cost of Living converted to a ratio: $\frac{-0.23 + 100}{100} = 0.9977$

Population converted to a ratio: $\frac{0.95 + 100}{100} = 1.0095$

Calculation of factor for FY 2014-15: $0.9977 \times 1.0095 = 1.0072$

Fiscal Year 2014-15

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014 and Total Population, January 1, 2014

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2013-2014	1-1-13	1-1-14	1-1-2014
Placer				
Auburn	1.72	13,570	13,804	13,804
Colfax	0.50	1,988	1,998	1,998
Lincoln	2.20	44,231	45,206	45,206
Loomis	0.82	6,554	6,608	6,608
Rocklin	1.09	59,029	59,672	59,672
Roseville	1.83	124,673	126,956	126,956
Unincorporated	1.01	110,757	111,871	111,871
County Total	1.47	360,802	366,115	366,115

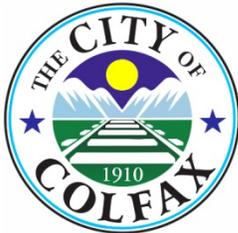
*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2014-15

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2013 to January 1, 2014 and Total Population, January 1, 2014

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total</u>
	2013-2014	1-1-13	1-1-14	1-1-2014
Plumas				
Portola	-1.49	2,012	1,982	1,982
Unincorporated	-1.26	17,377	17,158	17,158
County Total	-1.28	19,389	19,140	19,140

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 24, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED: September 17, 2014

SUBJECT: Second Reading and Adoption of Ordinance No. 525: an Ordinance of the City of Colfax amending chapter 9.04 of title 9 of the Colfax Municipal Code pertaining to alcoholic beverage possession and consumption

<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 Public Hearing, Consider Public and Staff Comments and Adopt Ordinance No. 525: an ordinance of the City of Colfax amending Chapter 9.04 of title 9 of the Colfax Municipal Code pertaining to alcoholic beverage possession and consumption to become effective in 30 days

DISCUSSION:

On September 10, 2014, the City Council introduced and waived the first reading of the Ordinance for alcoholic beverage possession and consumption and scheduled a second public hearing for September 24, 2014. The attached Ordinance reflects minor changes to the draft ordinance which were approved by council at the first reading.

RECOMMENDATION:

Staff recommends that the City Council waive the full reading of the text of Ordinance No. 525 and adopt said Ordinance.

ATTACHMENTS:

1. Ordinance 525
2. Draft Ordinance (additions to approved ordinance in red)
3. Draft Ordinance for the Density Bonus Ordinance Update Project (with new proposed Chapter 17.104)

CITY OF COLFAX

ORDINANCE NO. 525

AN ORDINANCE OF THE CITY OF COLFAX AMENDING CHAPTER 9.04 OF TITLE 9 OF THE COLFAX MUNICIPAL CODE PERTAINING TO ALCOHOLIC BEVERAGE POSSESSION AND CONSUMPTION

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

Section 1:

Colfax Municipal Code Title 9, Chapter 9.04 is hereby amended as set forth in Exhibit A hereto which is incorporated herein by this reference.

Section 2. Superceding Provisions

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

Section 3. Severability

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

Section 4. Effective Date

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

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 10th of September, 2014, and passed and adopted at a regular meeting of the City Council held on the 24th day of September, 2014, at a duly held regular meeting of the City of Colfax, by the following vote:

AYES:

NOES:

ABSENT:

Tony Hesch, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral
City Attorney

Lorraine Cassidy
City Clerk

CITY OF COLFAX

EXHIBIT A TO ORDINANCE 525

AN ORDINANCE OF THE CITY OF COLFAX AMENDING CHAPTER 9.04 OF TITLE 9 OF
THE COLFAX MUNICIPAL CODE PERTAINING TO ALCOHOLIC BEVERAGE
POSSESSION AND CONSUMPTION

Colfax Municipal Code Chapter 9.04 is hereby amended by deleting existing Sections 9.04.010 and 9.04.020 and replacing them with the following:

9.04.010 – Alcoholic Beverage Defined.

For the purposes of this chapter, unless otherwise apparent from the context, “alcoholic beverage” means and includes any and all alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine, or beer and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

9.04.020 – Possession and Use Restricted.

It is unlawful for any person to possess any can, bottle, or other receptacle containing any alcoholic beverage that has been opened, or a seal broken, or the contents of which have been partially removed, or to consume any alcoholic beverage, in any City owned park or other City owned public place in the City except in the following permitted situations:

- A. Special events when a valid license or permit for sale, possession or consumption of Alcoholic Beverages at the special event has been issued by the State of California Department of Alcoholic Beverage Control or other governmental agency with jurisdiction over the special event, or when approved in advance by resolution of the City Council and subject to all applicable laws, rules and regulations; and
- B. Sidewalk cafes that are duly licensed and permitted to sell alcoholic beverage and subject to all applicable laws, rules and regulations.”
- C. This section does not apply when an individual is in possession of an alcoholic beverage container for the purpose of recycling or other recycling related activity.

9.04.030 – Penalty Provisions

Violation of this chapter shall be a misdemeanor, but may be charged as either a misdemeanor or an infraction in the discretion of the prosecuting attorney.

CITY OF COLFAX,

EXHIBIT A TO ORDINANCE _____

AN ORDINANCE OF THE CITY OF COLFAX AMENDING CHAPTER 9.04
OF TITLE 9 OF THE COLFAX MUNICIPAL CODE PERTAINING TO ALCOHOLIC
BEVERAGE POSSESSION AND CONSUMPTION

Colfax Municipal Code Chapter 9.04 is hereby amended by deleting existing Sections 9.04.010 and 9.04.020 and replacing them with the following:

9.04.010 - Alcoholic Beverage Defined.

For the purposes of this chapter, unless otherwise apparent from the context, “alcoholic beverage” means and includes any and all alcohol, spirits, liquor, wine, beer and every liquid or solid containing alcohol, spirits, wine, or beer and which contains one-half of one percent or more of alcohol by volume and which is fit for beverage purposes either alone or when diluted, mixed, or combined with other substances.

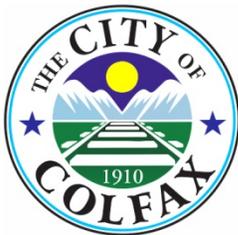
9.04.020 – Possession and Use Restricted.

It is unlawful for any person to possess any can, bottle, or other receptacle containing any alcoholic beverage that has been opened, or a seal broken, or the contents of which have been partially removed, or to consume any alcoholic beverage, in any City owned park or other City owned public place in the City except in the following permitted situations:

- A. Special events when **a valid license or permit for sale, possession or consumption of Alcoholic Beverages at the special event has been issued by the State of California Department of Alcoholic Beverage Control or other governmental agency with jurisdiction over the special event, or when** approved in advance by resolution of the City Council and subject to all applicable laws, rules and regulations; and
- B. Sidewalk cafes that are duly licensed and permitted to sell alcoholic beverage and subject to all applicable laws, rules and regulations.”
- C. This section does not apply when an individual is in possession of an alcoholic beverage container for the purpose of recycling or other recycling related activity.

9.04.030 – Penalty Provisions

Violation of this chapter shall be a misdemeanor, but may be charged as either a misdemeanor or an infraction in the discretion of the prosecuting attorney.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE SEPTEMBER 24, 2014 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Laurie Van Groningen, Finance Director

DATE: September 11, 2014

SUBJECT: Public Hearing to Discuss and Consider Adopting Resolution No.24-2014: A Resolution Of The City Council Of The City Of Colfax Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq

<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 public hearing, review annual report, consider public and staff comments, accept report.

SUMMARY:

The State of California, through the enactment of Government Code Section 66000 et seq. (the “Mitigation Fee Act”), conferred upon local government units authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act.

Colfax Municipal Code §3.56.130B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed public hearing. At the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed. The Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed.

FISCAL IMPACT:

None.

BACKGROUND AND ANALYSIS:

The City maintains separate fund accounts for each mitigation fee type. The City has established the following Mitigation Impact Fees:

1. Roads – Fund 210
2. Drainage – Fund 211
3. Trails – Fund 212
4. Parks and Recreation – Fund 213
5. City Buildings – Fund 214
6. City Vehicles – Fund 215
7. Downtown Parking – Fund 217

These funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected. A detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report.

Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent. State Law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees. The report must include:

- (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)) ,
- (2) The amount of the fee (Government Code §66006(b)(1)(B)),
- (3) The beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)),
- (4) The amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)),
- (5) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)),
- (6) An identification of an approximate date by which the construction of the public improvement will commence if the City determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)),
- (7) A description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and
- (8) The amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded.

PUBLIC CONTACT

This report was available at City Hall counter by: September 11, 2014

Notice of Public Hearing was published: Colfax Record – September 11, 2014

CONCLUSION:

Staff recommends that Council reviews and accepts report.

ATTACHMENTS:

1. Resolution No. 24-2014
2. Annual AB1600 Report
3. Mitigation Fee Schedule
4. 2006 Mitigation Fee Study
5. 2006 Mitigation Fee – Council minutes

City of Colfax

City Council

Resolution № 22-2014

ACCEPTING AND APPROVING ANNUAL MITIGATION FEE REPORT AND MAKING FINDINGS PURSUANT
TO COLFAX MUNICIPAL CODE CHAPTER 3.56 AND THE MITIGATION FEE ACT
(GOVERNMENT CODE §66000ET SEQ)

WHEREAS, in 1987 the California Legislature adopted the Mitigation Fee Act as Government Code §§66000 et seq (the “Mitigation Fee Act”) whereby it authorized cities to impose fees in connection with the approval of development projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project (“Mitigation Impact Fees”); and

WHEREAS, in 2007 the City Council of the City of Colfax adopted Ordinance 488 pursuant to the authority of the Mitigation Fee Act; and

WHEREAS, Colfax received Mitigation Impact Fees from various developers pursuant to Ordinance 488 and deposited those fees into separate funds as required by law; and

WHEREAS, the Mitigation Fee Act and Colfax Ordinance require the preparation of a report identifying the balance of Mitigation Impact Fees in the various funds established for their deposit, the facilities constructed and the facilities to be constructed (the “Mitigation Fee Report”); and

WHEREAS, the City’s Finance Director prepared the Mitigation Fee Report, a copy of which is attached to this Resolution; and

WHEREAS, on September 24, 2014, pursuant to notice duly published and posted, the Colfax City Council opened a public hearing for the purpose of (1) reviewing the Mitigation Fee Report and the Mitigation Impact Fees and determining whether the Mitigation Impact Fee amounts continue to be reasonably related to the impact of development, (2) determining whether the described facilities are still needed, (3) determining whether the Mitigation Impact Fees should be revised to include additional projects not previously foreseen as being needed and (4) making other findings required by law; and

WHEREAS, on September 24, 2014, the public hearing was closed after all public comments were received.

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

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

2. Based upon all of the evidence in the record before it and the comments received from the public, the Colfax City Council hereby finds and determines:

- a. The purpose to which each Mitigation Impact Fee identified in the Mitigation Fee Report is adequately identified in Colfax Municipal Code §3.56.050 and the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended.
- b. It has been adequately demonstrated that there continues to be a reasonable relationship between each Mitigation Impact Fee and the purpose for which it is charged.
- c. To the extent any improvements to be funded by Mitigation Impact Fees remain incomplete, the sources and amount of funding are identified in the Major Projects and Mitigation Fee Study dated August 14, 2006 as amended and include without limitation future development projects in Colfax.
- d. The approximate dates on which funding for all projects to be funded by Mitigation Impact Fees will be deposited into the appropriate Mitigation Impact Fee account or fund is presently unknown because development within the City is unpredictable but is estimated to be at approximately the same time as future development occurs.
- e. The amounts of the Mitigation Impact Fees continue to be reasonably related to the impact of development.
- f. The public facilities described in the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended, and as provided in Colfax Municipal Code §3.56.050 are still needed.

3. The Mitigation Fee Report is hereby approved

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 24th day of September, 2014 by the following roll call vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tony Hesch, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

City of Colfax
Annual AB1600 Report on Mitigation Fees
For Fiscal Year 2013-2014

	<u>Pre FY2008</u>	<u>FY 2007-08</u>	<u>FY 2008-09</u>	<u>FY 2009-10</u>	<u>FY 2010-11</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>Balance</u>
<u>210 - Roads</u>									
Mitigation Fees Collected	\$ 0	\$ 3,808	\$ 71,555	\$ 1,802	\$ 0	\$ 0	\$ 1,172	\$ 0	\$ 78,337
Transfer In/Out - Consolidates 252	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 61,309	\$ 0	\$ 0	\$ 61,309
Expenditures - Economic Revitalization	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (49,994)	\$ (67,506)	\$ (4,543)	\$ (122,043)
Expenditures - General Plan/Circulation	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (6,009)	\$ 0	\$ 0	\$ (6,009)
Expenditures - Dinky Way Closure	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (9,925)	\$ 0	\$ 0	\$ (9,925)
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 121	\$ 910	\$ 436	\$ 278	\$ 159	\$ 245	\$ 61	\$ 2,211
TOTAL	\$ 0	\$ 3,929	\$ 72,465	\$ 2,238	\$ 278	\$ (4,460)	\$ (66,089)	\$ (4,482)	\$ 3,880
<u>211 - Drainage</u>									
Mitigation Fees Collected	\$ 0	\$ 139	\$ 2,640	\$ 74	\$ 0	\$ 0	\$ 43	\$ 0	\$ 2,896
Transfer In/Out	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 4	\$ 34	\$ 16	\$ 10	\$ 6	\$ 8	\$ 7	\$ 85
TOTAL	\$ 0	\$ 143	\$ 2,674	\$ 90	\$ 10	\$ 6	\$ 51	\$ 7	\$ 2,981
<u>212 - Trails</u>									
Mitigation Fees Collected	\$ 0	\$ 40	\$ 43,285	\$ 1,125	\$ 0	\$ 0	\$ 12	\$ 0	\$ 44,462
Transfer In/Out	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures - Main Street Bike Trail	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (4,336)	\$ (4,336)
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 1	\$ 511	\$ 251	\$ 160	\$ 92	\$ 119	\$ 105	\$ 1,239
TOTAL	\$ 0	\$ 41	\$ 43,796	\$ 1,376	\$ 160	\$ 92	\$ 131	\$ (4,231)	\$ 41,365
<u>213 - Parks & Recreation</u>									
Mitigation Fees Collected	\$ 0	\$ 205	\$ 220,605	\$ 5,731	\$ 0	\$ 0	\$ 63	\$ 0	\$ 226,604
Transfer In/Out - Consolidates 343	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 11,552	\$ 0	\$ 0	\$ 11,552
Expenditures - Pool Improve/Demolition	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (124,442)	\$ (26,300)	\$ (1,484)	\$ (152,226)
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 7	\$ 2,604	\$ 1,278	\$ 815	\$ 467	\$ 393	\$ 225	\$ 5,789
TOTAL	\$ 0	\$ 212	\$ 223,209	\$ 7,009	\$ 815	\$ (112,423)	\$ (25,844)	\$ (1,259)	\$ 91,720
<u>214 - City Buildings</u>									
Mitigation Fees Collected	\$ 0	\$ 1,446	\$ 27,170	\$ 684	\$ 0	\$ 0	\$ 445	\$ 0	\$ 29,745
Transfer In/Out	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures - City Hall Construction	\$ 0	\$ 0	\$ 0	\$ (29,835)	\$ 0	\$ 0	\$ 0	\$ 0	\$ (29,835)
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 46	\$ 346	\$ 143	\$ 0	\$ 0	\$ (1)	\$ 1	\$ 535
TOTAL	\$ 0	\$ 1,492	\$ 27,516	\$ (29,007)	\$ 0	\$ 0	\$ 444	\$ 1	\$ 445
<u>215 - City Vehicles</u>									

Mitigation Fees Collected	\$ 0	\$ 274	\$ 5,170	\$ 130	\$ 0	\$ 0	\$ 84	\$ 0	\$ 5,658
Transfer In/Out	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures - City Trucks	\$ 0	\$ 0	\$ 0	\$ (5,509)	\$ 0	\$ 0	\$ 0	\$ 0	\$ (5,509)
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 9	\$ 66	\$ 5	\$ 1	\$ 0	\$ 1	\$ 1	\$ 81
TOTAL	\$ 0	\$ 283	\$ 5,236	\$ (5,374)	\$ 1	\$ 0	\$ 85	\$ 1	\$ 231

217 - Downtown Parking

Mitigation Fees Collected	\$ 0	\$ 1,229	\$ 23,100	\$ 581	\$ 0	\$ 0	\$ 378	\$ 0	\$ 25,288
Transfer In/Out	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 39	\$ 294	\$ 141	\$ 90	\$ 51	\$ 65	\$ 62	\$ 742
TOTAL	\$ 0	\$ 1,268	\$ 23,394	\$ 722	\$ 90	\$ 51	\$ 443	\$ 62	\$ 26,030

252 - Transportation Impact - Inactive

Mitigation Fees Collected	\$ 61,309	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 61,309
Transfer in/Out - Consolidate to 210	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (61,309)	\$ 0	\$ 0	\$ (61,309)
Expenditures	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
TOTAL	\$ 61,309	\$ 0	\$ 0	\$ 0	\$ 0	\$ (61,309)	\$ 0	\$ 0	\$ 0

343 - Recreation Construction Fees - Inactive

Mitigation Fees Collected	\$ 1,467	\$ 921	\$ 17,047	\$ 336	\$ 0	\$ 0	\$ 0	\$ 0	\$ 19,771
Transfer In/Out - Consolidate to 213	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (11,552)	\$ 0	\$ 0	\$ (11,552)
Expenditures - General Plan/Circulation	\$ 0	\$ (8,170)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (8,170)
Refunds	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Interest Earnings	\$ 0	\$ (89)	\$ (42)	\$ 18	\$ 41	\$ 23	\$ (0)	\$ (0)	\$ (49)
TOTAL	\$ 1,467	\$ (7,338)	\$ 17,005	\$ 354	\$ 41	\$ (11,529)	\$ (0)	\$ (0)	\$ (0)

TOTAL - All Funds	\$ 62,776	\$ 30	\$ 415,294	\$ (22,591)	\$ 1,395	\$ (189,570)	\$ (90,780)	\$ (9,901)	\$ 166,652
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Expenditures Summary

											<u>Project Status</u>	<u>Est% of cost</u>	<u>Total Project Cost</u>
Pool Demo/Splash Park/Ballfield Improver	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 124,442	\$ 26,300	\$ 1,484	\$ 152,226		Complete	32%	\$ 472,226
Economic Revitalization	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 49,994	\$ 67,506	\$ 4,543	\$ 122,043		Ongoing	78%	
Main Street Bike Trail Application	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,336	\$ 4,336		Ongoing	2%	
General Plan/Circulation	\$ 0	\$ 8,170	\$ 0	\$ 0	\$ 0	\$ 6,009	\$ 0	\$ 0	\$ 14,179		Complete	29%	
City Hall renovations	\$ 0	\$ 0	\$ 0	\$ 29,835	\$ 0	\$ 0	\$ 0	\$ 0	\$ 29,835		Complete	73%	
City Trucks	\$ 0	\$ 0	\$ 0	\$ 5,509	\$ 0	\$ 0	\$ 0	\$ 0	\$ 5,509		Complete	12%	
Dinky Way Closure	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,925	\$ 0	\$ 0	\$ 9,925		Complete	4%	
TOTAL	\$ 0	\$ 8,170	\$ 0	\$ 35,344	\$ 0	\$ 190,370	\$ 93,806	\$ 10,363	\$ 338,052				

Note: All interfund transfers are reflected in analysis and are consolidation of duplicate fund types. There are no interfund loans.

**TABLE II-3 Consolidated
MITIGATION FEE BY LANDUSE & TYPE
COLFAX MITIGATION FEE STUDY
June 11, 2013 update**

Mitigation Fee 3.56		Single	Multi	Office	Retail	Industrial
Item	Code/Ordinance Section	Family per unit	Family per unit	Building per 1000 sf	Building per 1000 sf	Building per 1000 sf
Roads	3.48?? 3.56.030A	\$ 1,802	\$ 1,301	\$ 5,285	\$ 6,342	\$ 1,172
Drainage Study	3.56.030B	\$ 74	\$ 48	\$ 57	\$ 68	\$ 43
Drainage systems on e-w culverts	3.56.030C	\$ 3,416	\$ 2,216	\$ 2,616	\$ 3,139	\$ 1,962
Trails	3.56.030D	\$ 1,125	\$ 787	\$ 35	\$ 31	\$ 12
Park & Rec.	3.36.020?? 3.56.030E	\$ 5,731	\$ 4,011	\$ 178	\$ 160	\$ 63
City Buildings	3.56.030F	\$ 684	\$ 494	\$ 2,007	\$ 2,409	\$ 445
City Vehicles	3.56.030G	\$ 130	\$ 94	\$ 380	\$ 456	\$ 84
GP & Zoning		\$ -	\$ -	\$ -	\$ -	\$ -
Downtown Parking	3.56030H	\$ 581	\$ 420	\$ 1,705	\$ 2,046	\$ 378
Mitigation Fee Study		\$ -	\$ -	\$ -	\$ -	\$ -
		per unit	per unit	Totals for a 10,000 sf building, example		
Total		\$ 13,543	\$ 9,372	\$ 122,628	\$ 146,522	\$ 41,595
Totals areas not using e-w culverts		\$ 10,126	\$ 7,156	\$ 96,465	\$ 115,128	\$ 21,974

Jim Fletter's comments
Paid on issuance of any building permit

Mitigation Fee		Single	Multi	Office	Retail	Industrial
Item	Code/Ordinance Section	Family per unit	Family per unit	Building	Building	Building
Sewer Impact Fee g)	Ord 475, 6-3.203 & 4 Code 13.08.100 ENR f)	Group 110	Group 120	Group 217	Group 221	Group 400
		\$ 7,900.00	\$ 7,900.00 + each unit >1 \$ 6,320.00	\$ 7,900.00 + for each additional 1000sf \$ 1,580.00	\$ 7,900.00 \$ 3,950.00	\$ 15,800.00
Landfill Equity, Buy-In Fee	Code 3.32.030	\$ 47.00	\$ 47.00	\$ 47.00	1st 2000	
				+ for each additional 2000sf or portion thereof \$ 47.00	\$ 47.00	\$ 47.00
Construction Tax applicable to building permits (1/2 tax to parks, 1/2 tax to fire)						
- Residential	Code 3.24.040 A, B, C, D	1.00% of build. value				
- mobilehome	3.24.040 E (includes modular & prefab.)	\$ 500.00 per unit				
- all other	Code 3.24.040 F (includes office, retail, indus.)			1.00% of building valuation		
Whitcomb Ave. Fair Share	Code 3.44 applicable to certain parcels	See attached map, applicable parcels and fee				

Fee adjusted annually by City Engineer based on ENR, San Francisco Bay Area CCI
Paid upon new connection

Flat fee that never changes
Paid with each building permit

"Residential Construction Tax"
Paid with construction of new mobile home or residential unit

Disagree, no provision for office, retail, industrial, etc

Fair share fee established in Ordinance 466

Placer County Facilities Fee e) \$ 12,000 \$ 1,793.05 \$ 0.46 \$ 0.28 \$ 0.23
PCWA Water Connection Fee Fee collected directly by PCWA at time water meter is placed.

Verified with PCWA 1/6/14 by Jim Fletter

City Building Permit Application and Permit Fee
 Building valuation
 City permit application fee
 City building permit fee

Notes:

- d. Varies by more specific type breakdown and EDU assigned per Ordinance 475 Article 4 and Appendix A.
- e. Amounts usually adjusted by County on October 1st each year. See Fee schedule for additional land use breakdown.
- f. Amounts are increased each year per code by ENR CC Index on July 1.
- g. Sewer impact fee groups shown are example. See Sewer Code and adjust each group # and amount per EDU schedule.

**City of Colfax
Mitigation Fee Study of 2006
On File at City Clerk's Office**



STAFF REPORT TO THE COLFAX CITY COUNCIL

For the September 24, 2014 Council Meeting

FROM: City Staff

PREPARED: September 19, 2014

SUBJECT: Discuss City Manager Evaluation and Consider Resolution Approving Modification to City Manager Employment Agreement

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND: 560, 100, 572
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RECOMMENDED ACTION: Adopt Resolution No. 25 -2014

ISSUE STATEMENT AND DISCUSSION:

The City Manager Employment Agreement calls for regular evaluations of the City Manager and review of his/her contract provisions as appropriate. Staff recommends City Council discuss the City Manager Evaluation and consider a resolution approving modification to the Agreement as appropriate.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Costs for City Manager employment are funded in the approved city budget, and are allocated 50% sewer (Fund 560), 45% administration (Fund 100) and 5% landfill (Fund 572).

SUPPORTING DOCUMENTS:

1. Resolution 25-2014
2. Previously Approved Contract

City of Colfax

City Council

Resolution № 25-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING ADJUSTMENT AS PROVIDED FOR IN THE CITY MANAGER EMPLOYMENT AGREEMENT

A. Colfax Municipal Code Chapter 2.08 creates the position of City Manager and authorizes the City Council to select an individual to fill that position based solely on the basis of his/her executive and administrative qualifications.

B. Colfax Municipal Code Chapter 2.08 dictates that the City Manager reports to, and serves at the will of, the City Council.

C. The City Manager Employment Agreement, effective December 9, 2013, calls for the City Council to evaluate the City Manager yearly during the term of agreement, and provides for performance based compensation at the sole discretion of the City Council.

D. The City Council finds the City Manager performance to be *(TBD based on evaluation)* and determines that it is in the best interests of the City of Colfax to adjust the manager compensation *(TBD based on evaluation)*.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The Mayor, City Attorney and Finance Director are authorized to execute on behalf of the City the determined adjustment to the compensation.
3. The City is authorized to appropriate and expend all City funds needed to perform the City's obligations under the attached Employment Agreement dated December 9, 2013.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 24th day of September, 2014 the following roll call vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tony Hesch, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS EMPLOYMENT AGREEMENT (“AGREEMENT”), is made and entered into effective the 9th day of December 2013 (the “Effective Date”), by and between the City of Colfax, a California municipal corporation and general law city (the “City”) and Mark A. Miller (“City Manager”), both of whom understand and agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

A. The City wishes to employ Mark A. Miller as its City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances; and

B. Mark A. Miller desires to accept employment by the City as its City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances.

AGREEMENT

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

Section 1. Employment.

The City hereby employs Mark A. Miller as City Manager to perform the duties and functions identified in Colfax Municipal Code Title 2, Chapter 2.08, and other duties and functions as the Mayor and/or the City Council assign either orally or in writing to the City Manager. Mark A. Miller hereby accepts employment as City Manager subject to the terms and conditions of this Agreement and agrees (1) to devote his full 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. City Manager shall have the authority to execute contracts on behalf of and bind the City for amounts up to and including \$5,000 per contract. With this exception, City Manager 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. City Manager acknowledges that the position of 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.

Section 2. No Other Employment.

City Manager agrees not to undertake any other employment during the term of this Agreement that will diminish the number of hours he has available to lawfully work for the City. City Manager further agrees to confer with the Mayor and/or the City Council or a designated

subcommittee thereof before undertaking any projects for organizations other than the City which may require a time commitment by City Manager that may diminish the number of hours he has available to lawfully work for the City.

Section 3. Employment Agreement Controls.

In the event of any conflict or ambiguity between the terms of this Agreement and the Colfax Municipal Code Title 2, Chapter 2.08, the terms of this Agreement shall control.

Section 4. At-Will Employment.

A. This Agreement is effective December 9, 2013 and shall automatically renew from year to year unless and until it is terminated by either party as hereinafter provided. City Manager agrees that he serves at the pleasure of the City. Either the City or City Manager 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.

B. Notwithstanding any other provision of this Agreement or of the Colfax Municipal Code, City Manager shall not be removed from office, except for Good Cause as defined in Section 5 C (iii) below, during or within a period of 30 days prior and 90 days immediately succeeding any general or special election held in the City at which a member of the City Council is elected, or within a period of 90 days immediately after a new member of the City Council is appointed. In this regard, Colfax Municipal Code Title 2, Chapter 2.08, Section 2.08.040 in effect as of the Effective Date is expressly made applicable to City Manager.

Section 5. Termination of Agreement.

A. City Manager may terminate this Agreement and resign as City Manager at any time, for any reason, upon three months prior written notice to the City. Upon receipt of written notice from City Manager, the City may elect to immediately remove City Manager from his position as City Manager or to allow City Manager to remain as City Manager for all or any part of the three month notice period. If the City removes City Manager from his position as City Manager prior to the expiration of the three month notice period, the City will pay City Manager an amount equal to the salary and benefits that City Manager would have received if he had remained in the City Manager position until the expiration of the three month notice period, less legally required withholdings. If the City advises City Manager that he should continue to perform his duties and functions as City Manager during the three month notice period, and City Manager fails to do so, City Manager will receive no salary or benefits after the last date on which he actually performs his City Manager duties and functions.

B. If the City elects to terminate this Agreement and City Manager's employment without Good Cause as defined in Section 5 C (iii) of this Agreement ("Good Cause"), then as of the effective date of termination the term of this contract shall be deemed to have a then remaining duration of three months. The City will pay City Manager for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings.

- C. (i) If the City elects to terminate this Agreement for Good Cause, it will pay City Manager for all earned pay and accrued, unused vacation benefits at the time it notifies City Manager of the termination decision, less legally required withholdings. City Manager will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated for Good Cause. If the City elects to terminate this Agreement with Good Cause, it will provide City Manager with a brief, written explanation for that decision sent to City Manager's last known home address. City Manager 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 any provision of the Colfax Municipal Code or otherwise. City Manager 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 City Manager's employment for Good Cause, the City Council may consider granting City Manager, upon City Manager's written request, the opportunity to cure the proposed reason for termination within a thirty (30) business day period after City Manager is advised of the reason the City Council is considering termination of this Agreement and City Manager's employment.
- (iii) For purposes of this Section 5, "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 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 City Manager's reputation, (8) involvement in any act involving moral turpitude that would compromise City Manager's effective performance as 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 City Manager to observe or perform any of his duties and obligations under this Agreement or (12) inability to perform the essential duties and functions of the 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 City Manager, the City shall pay all salary and benefits due up to and including City Manager's date of death to City Manager's legal heir(s).

D. In the event this Agreement is terminated by the City or City Manager for any reason, the City and City Manager agree that neither party shall make any written or oral statements to members of the public, the press, or any City employee concerning City Manager'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 City Manager. Either party may orally repeat the substance of the joint press release or statement in response to any inquiry.

Section 6. Inability To Perform Essential Duties and Functions.

City Manager agrees that if he is unable to perform the essential duties and functions of the 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 City Manager's inability to perform the essential duties and functions of the City Manager position, it will so advise City Manager in a writing sent to City Manager's last known home address. At the time the City provides such notice, it will pay City Manager for all earned pay and accrued, unused vacation benefits, less legally required deductions. Once said amounts have been paid, all financial obligations between City and City Manager shall cease.

Section 7. Compensation

A. Base Compensation

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

B. Annual Cost Of Living Adjustment.

On each annual anniversary date of this Agreement (the "Adjustment Date"), and provided that City Manager remains employed by the City, the City Manager's annual salary shall increase by the increase in the Consumer Price Index (CPI), calculated as follows. The base for computing the annual salary adjustment is the Consumer Price Index, All Urban Consumers, All Items, For The San Francisco Bay Area, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index") which is in effect on the Effective Date.(the "Beginning Index"). The Index published most immediately preceding the Adjustment Date in question ("Extension Index") is to be used in determining the amount of the adjustment. If the Extension has increased over the Beginning Index, the increase in the City Manager's salary shall be set by multiplying the City Manager's gross annual salary immediately prior to the

Adjustment Date by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the City Manager's salary be decreased. If the CPI is discontinued by the Bureau of Labor Statistics, the Index designated by the Bureau of Labor Statistics as replacing the CPI shall be used. The CPI increase provided for in this paragraph shall be in addition to any other salary or benefit increase the City Council may authorize.

C. Performance Based Bonus

If the City Council, in its sole discretion, concludes that City Manager has performed satisfactorily as City Manager, the City may award the City Manager a performance based bonus of not more than 10% of his then base compensation, prorated on an annual basis, which bonus may be paid to City Manager in the form of additional salary, additional benefits, or in such other manner as City Manager and the City Council agree. Annual bonuses paid pursuant to this Section shall not, unless otherwise specified in writing, constitute or create an increase in City Manager's base compensation.

Section 8. Benefits.

During the term of this Agreement and his employment hereunder, City Manager shall be entitled to receive the following benefits on the same terms and conditions as other City department heads:

- A. Vacation: 40 days per year, accrued at the rate of __ hours per month commencing on the Effective Date with a beginning balance of 40 hours.
- B. Holidays: consistent with the City's holiday policy.
- C. Sick Leave: 8 hours per full month of service for use due to a bona fide illness, off-duty injury or confinement for medical treatment. City Manager's maximum accrual of sick leave shall be as provided to other City employees.
- D. Bereavement Leave: consistent with the City's policy.
- E. Health Plan. Employee and Employee's qualified dependents shall be eligible to participate in Employer's sponsored health plan. The Employer shall pay up to \$800 toward medical insurance each month, prorated for any partial month of employment. Any and all monthly premium payments in excess of \$800 shall be paid by the Employee and shall be deducted from the Employee's paycheck as a pre-tax deduction as allowed by applicable law. Employee shall be permitted, at Employee's election, to receive \$400 per month in lieu of medical insurance.
- F. Pension: On the same basis as other department heads employed by the City.
- G. Compensated Time Off / Administrative Time: On the same basis as other department heads employed by the City.

H. Other benefits on the same basis as department heads employed by the City.

Section 9. Automobile

City Manager understands that the City does not provide a vehicle for City Manager's use and that City Manger shall be required to use his privately owned vehicle on City business. City Manager shall be reimbursed for mileage actually driven on City business at the IRS standard mileage rate per City business mile driven, as such mileage rate may be adjusted from time-to-time. At all times during this Agreement, City Manager shall keep and maintain a policy of comprehensive automobile insurance (Bodily Injury and Property Damage) on owned, leased and non-owned vehicles used in connection with City business of no less than \$500,000 combined single limit per occurrence. Proof of such insurance shall be provided to the City's risk manager. The City Manager's insurance coverage shall be primary as respects the City, its officers, agents, employees and volunteers. Any insurance kept or maintained by the City, its officers, agents, employees and volunteers shall be excess of City Manager's and shall not contribute with it.

Section 10. Performance Evaluations

The City Council shall review and consider City Manager's performance as City Manager as close as reasonably possible to the beginning of each year while this Agreement, or any renewal or extension of this Agreement, remains in effect. The review shall be discussed with City Manager and reduced to writing, and shall only cover the annual period of performance being reviewed.

Section 11. Confidential Information.

City Manager 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 City Manager.

Section 12. City Property.

City Manager agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Manager are and will remain the exclusive property of the City. City Manager 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 13. Assistance in Litigation.

City Manager 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. City Manager 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. City Manager agrees to notify the City immediately upon receipt of any legal process pertaining to the City.

Section 14. Alternative Dispute Resolution

(a) City Manager and the City agree that if a dispute arises from or relates to this Agreement, to City Manager's employment as City Manager or his termination or resignation from that position, or to the amount of pay or benefits which City Manager is owed, then before resorting to mediation, arbitration or other legal process, City Manager 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, City Manager and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council 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 14 (b) below. Any resolution shall be subject to approval by a majority of the City Council.

(b) Subject to the provisions of sub-Section 14 (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 nearest office of the Judicial Arbitration and Mediation Service (JAMS). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the nearest office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

(c) If mediation is unsuccessful, 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, other than himself/herself, at the nearest office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure or pursuant to such other process as the City and City Manager may agree. In either 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 City shall pay the costs incurred with JAMS for the arbitration. 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.

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

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 14. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THIS AGREEMENT TO ALTERNATIVE DISPUTE RESOLUTION AS PROVIDED IN THIS SECTION 14.

City Initial: _____

City Manager's Initials: 

Section 15. Indemnification

This section was intentionally omitted.

Section 16. Governing Law.

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

Section 17. Headings.

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

Section 18. Assignment.

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

Section 19. 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 20. Notices.

Notices pursuant to this Agreement shall be given in writing and shall be deemed given when personally served upon the person to whom addressed or when mailed by certified or

registered mail and deposited with the United States Postal Service, postage prepaid and addressed as follows:

City: Mayor, City of Colfax
P.O. Box 702
33 S. Main Street
Colfax, CA 95713

City Manager:

Mark Miller
426 Jordan Street
Nevada City, CA 95959

Section 21. Modification.

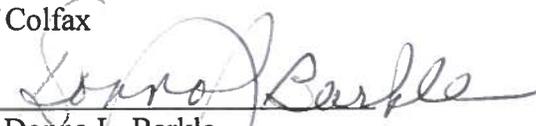
This Agreement may only be modified in a writing signed by the City and the City Manager.

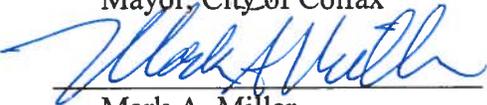
Section 22. Entire Agreement.

This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between City Manager and the City regarding his employment as City Manager. City Manager 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.

City of Colfax

By:


Donna L. Barkle
Mayor, City of Colfax

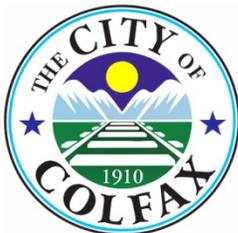

Mark A. Miller
City Manager

ATTEST:


Karen Pierce
City Clerk

Approved As To Form


Alfred A. Cabral
City Attorney



STAFF REPORT TO THE COLFAX CITY COUNCIL

For the September 24, 2014 Council Meeting

FROM: Mark Miller, City Manager

PREPARED: September 19, 2014

SUBJECT: Consideration of Adoption of Resolution No. 26-2014: A Resolution of the City Council of the City of Colfax authorizing the City Manager to execute an Interim Agreement with Fishers Waste Water Services to provide Chief Plant Operator Services at the Wastewater Treatment Plant

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$ 50,000 (NTE)	FROM FUND: 560
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RECOMMENDED ACTION: Adopt Resolution No. 26 -2014

ISSUE STATEMENT AND DISCUSSION:

The City of Colfax is required to have a designated Chief Plant Operator at the WWTP. The most recent full time city-employed Chief Plant Operator resigned his employment effective October 2, 2013, and Mark Fisher has been performing at a high level under the firm Water Pollution Control Services as Chief Plant Operator since approximately that time.

Mr. Fisher has given us notice that he is separating from Water Pollution Control Services, and it is in the best interest of the City and the performance of the wastewater plant to continue smooth, uninterrupted operations of the plant. Staff anticipates that this interim agreement will continue as the City prepares to advertise a request for qualifications from individuals and firms for long-term Chief Plant Operator services. These services will be advertised to include potential full-time employee, contract operator and contract firm options to ensure Colfax gets the most cost-effective, high quality waste water services.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Staff is requesting contracting authority in an amount not to exceed \$50,000. This should be sufficient to cover all costs while a replacement Chief Plant Operator is recruited. Costs for this agreement will be paid from the City's sewer fund, not from general fund revenues.

SUPPORTING DOCUMENTS:

1. Resolution 26-2014
2. Contract

City of Colfax

City Council

Resolution № 26-2014

AA RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FISHERS WASTE WATER SERVICES FOR WASTEWATER TREATMENT PLANT OPERATOR SERVICES AT THE WWTP

Whereas, the City is required to have a Chief Plant Operator at its Wastewater Treatment Plant (“WWTP”); and

Whereas, Fishers Waste Water Services is qualified to serve as WWTP Plant Operators, and principal Mark Fisher previously served as WWTP Chief Plant Operator for a successful tenure, is familiar with the WWTP and has qualified operators available to assist the City; and

Whereas, Fishers Waste Water Services has agreed to serve as Chief Plant Operator under the terms and conditions of the agreement attached to this Resolution.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.
2. The City Manager is hereby authorized to execute on behalf and in the name of the City of Colfax a Consultant Services Agreement between the City Of Colfax and Fishers Waste Water Services, in the form attached to this Resolution in an amount not to exceed \$50,000.
3. The City Manager 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 24th day of September, 2014 by the following roll call vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tony Hesch, Mayor

Lorraine Cassidy, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between the City of Colfax, a municipal corporation of the State of California (“City”) and _____ (“Consultant”).

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.

B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

- A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.
- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.
- H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination,

and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W-9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are

Mark Fisher
Fishers Waste Water Services
12764 Foster Rd
Grass Valley Ca 9594
530-477-8526

Section 23. Execution.

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

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

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

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

CITY

CONSULTANT

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney

9/17/2014

**Time and Pay Schedule for the operations of the City of Colfax's
Waste Water Treatment plant.**

Mark Fisher Certified Grade III and State Certified Contract Operator
Contracted plant operations during regular business hours (Mon-Fri
0800-1700 hrs. excluding major holidays): \$60.00/hr. After hours and
holidays=\$90.00/hr.

Alarm call-outs: \$90.00/hr. (after hour rates for call-outs start from
time of notification until returning home-minimum of 2 hrs.)

Emergency and regular standby: \$2.75/hour (standby or on-call pay
should not be charged for hours actually worked).

These rates may start after reaching a 5-mile radius of my office at
12764 Foster Rd Grass Valley Ca to help defray travel expenses unless
other arrangements are made.

These rates are negotiable on a "case by case" basis and can be revised
at any time with a 30-day notice.

60-80 hour work weeks depending on daily operations and seasonal
conditions.

If hours should need to exceed this proposed amount for any reason,
Fishers Waste Water Services will seek prior approval from City
Manager

Mark Fisher
Fishers Waste Water Services
12764 Foster Rd
Grass Valley Ca 9594
530-477-8526

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Contract Files				
Company	Service	Date Signed Renewed	Expiration/ Completion	Resolution
Active Transportation Program Grant	North Main St Bike Route	5/21/2014		
Aero-West Engineering Inc	Construction of 4" Sewer FM	12/8/2011		
Aero-West Engineering Inc	Inspection Services for Grass Valley Rd Rehab	6/23/2014		
Americgas	Propane	12/5/2013		
AmeriPride	Uniform Rental	?		N/A
Andregg Geomatics	Map Checking Services	11/13/2013	11/13/2015	50-2013
Aqua Sierra Controls	SCADA	5/25/2012	9/13/2013	38-2013
Barnes, Brigit	Land Use Attorney	8/28/2009		08-2010
Bennett Engineering	Consulting for ATP Application	5/22/2014		
BT Consulting	Post event inspection of WWTP	3/21/2013		
CA Dept of Forestry and Fire Protection	Volunteer Fire Assistance Program	11/29/2006		44-2006
CA Dept of Parks and Rec	Grant for Pool Construction	7/1/2011	6/30/2031	
CA Dept of Transportation	Federal Transit Assistance	8/1/2002	8/30/2002	
Cabral, Mick	City Attorney	8/17/2009		
Calcon Systems	Sulfite Residual Analyzer	9/7/2006		33-2006
CalFire	Volunteer Fire Assistance Grant	7/21/2010	6/30/2011	
CalPERS	Actuarial Valuation	7/28/2006		
Caltrans	Hwy 174 Utility Agreement	2/26/2013		
Caltrans	Master Agreement for Federal Aid	3/8/2004		09-2004
CalTrans	Pedestrian Walkway Coop Agreement	1/1/2006		
Campbell Construction	Pond Three (3) Liner	6/22/2012	8/21/2013	
Chamber of Commerce	Lease Depot Building	6/1/2007		
ClearPath	Map Checking Services	11/13/2013		
ClearPath	Amendment 1	6/26/2014		
Coastal Business Finance	Loan and Grant Administration - CDBG	5/6/2010		
Coastland Civil Engineering	File Missing			
Colfax High School and Elementary School	Sewer System Agreements	1/1/2006		
Dept of General Services	State Surplus Agreement	2/24/2010		
Diamond Water Laboratory	WWTP Analysis	1/1/2012		
E2 Engineer, Inc.	Sewer Smoke Testing	1/1/2011		
GovTeller	Online Payment Service	4/4/2013		N/A
Hach	Flow Monitoring	1/1/2011		

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Contract Files				
Company	Service	Date Signed Renewed	Expiration/ Completion	Resolution
Hinderliter, De Llamas and Assoc	Sales Tax Agreement First Amendment	7/9/2014		
Historical Society and Museum	Lease Depot Building	6/1/2007		
Holdrege and Kull	Geotechnical for Grass Valley St UPPR Ped Xing and Bike	11/13/2013		48-2013
Holdrege and Kull	Amendment Grass Valley St UPPR Ped Xing	3/12/2014		41730
Inland Business Systems	Copier Lease	1/1/2012		
Ito, Kathy	Grant Writing Services	1/1/2011		
JPA	Fire Agreement	1/1/1992		
Labor Ready	Contract Temporary Labor for Public works	7/7/2014		
Laurin Associates	Housing Element Update	1/1/2013		
Lawrence and Assoc	Landfill monitoring			
Local Agency Investment Fund		1/1/2013		
Lot of Art	Leasing Various Property			
Miller, Mark	City Manager	11/1/2013		
Miracle Play Systems	Splash Park	3/28/2013	7/31/2013	
MSA Engineering	WWTP Survey Markers	3/28/2014	5/28/2014	N/A
Munitemps	Interim City Clerk	2/1/2014		
Nationwide Retirement Solutions	Deferred Comp	1/1/2014		
NOAA Contract				
Norcal Pipeline		1/1/2012		
Paragon Geotechnical	Instrumentation Survey WWTP	5/7/2012		
Paragon Geotechnical	Instrumentation Survey WWTP Amendent	3/20/2014		
Paragon Geotechnical	Instrument Survey Services	5/5/2010	7/10/2014	
Patrick Clark Consulting	HR	1/1/2013		
Patrick, Sean	WWTP Operator	1/1/2012		
PCWA	S Auburn Road Repair	7/24/2009		
PCWA	MOU for Fire Hydrants	4/22/1997		
PCWA	Grant Deed for Water Tank	4/7/1999		
PG and E	WWTP	1/1/2008		
Pitney Bowes		1/1/2007		
Placer Co Health and Human Services	Animal Control	7/1/2012	6/30/2015	N/A
Placer Co Public Works	Transit Service #12368	3/13/2014		
Placer County	GIS MOU	1/1/2013		
Placer County	Coop Agreement Placer mPower	11/11/2009		

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Contract Files				
Company	Service	Date Signed Renewed	Expiration/Completion	Resolution
Placer County Air Pollution	Letter of Understanding	1/4/2000		
Placer County Fire Safe Council	Partnership Agreement	5/9/2006		
Placer County Probation Dept	Work Release	1/1/2011		
Placer County Sheriff	2nd Amendment	7/1/2014	6/30/2015	12-2014
Placer County Sheriff	Law Enforcement Services	7/1/2012	6/30/2015	15-2012
Placer County/Cal Fire	Fire Protection and Fire Marshal	7/1/2014	6/30/2015	20-2014
Placer Hills Fire Protection Dist	Automatic Aid Agreement	5/31/2002		
Ponticello	City Engineering Services	6/1/2019		
Psomas	WWTP Inspection Pond 3	8/28/2013	10/10/2014	
PTCPA	PTSIMEA Grant for Grass Valley RR Ped Crossing	6/20/2014		
Quest	WWTP - Energy Analysis	9/22/2009		
Recology	Solid Waste Hauling	6/27/2011		
Richardson and Co	Audit Services	6/18/2014	6/30/2015	14-2014
S and S Fence Company	Ballfield Backstop and Fence		5/21/2013	
SCORE	Liability and Workers Comp	6/30/2013		
SEDCorp	Allocations of CDBG	2/24/2010		
Sierra Economic Development Corp	Administer CDBG Grant	2/1/2013	4/8/2014	
Sierra Property Development	Billboard Contract	8/14/2013		
Sport-a-Fence	Ball Field Lighting Portable Fencing	3/28/2013		18-2013
Stantec	On Call Assistance WWTP	6/9/2014		
State Revolving Loan Program	WWTP	7/17/2007	10/10/2038	
Tips/Taps Purchasing	JEPA Membership	11/24/2012		
Union Pacific Railroad	Grass Valley St UPRR Ped	1/17/2014		
Union Pacific Railroad	MOU for Depot Building	6/1/2007		
US Bank	Master Services Agreement	1/23/2014		
US Bank	Cal-Card	9/21/2011		
Van Groningen, Laurie	Finance Consultant	12/8/2010		
VSS	Grass Valley Road Rehab Construction	6/26/2014		19-2014
VSS International	Grass Valley Street Rehab	6/24/2014		
Water Pollution Control Services	WWTP Opertater	10/23/2013		
Wave Communications	Cable Communications Franchise	10/20/2006		
West Ben, Inc	Improvement Security Agreement	9/2/2011		
Winner Cheverolet	Purchase and Lease	12/8/2010		
WPCTSA (PCTPA)	Sidewalk improvement - Oak Street	3/26/2014		

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Contract Files				
Company	Service	Date Signed Renewed	Expiration/ Completion	Resolution
WPCTSA (PCTPA)	JPA	11/5/2008		
WWTP	Title Report	7/10/2012		
ZSI Lift Stations	Lift Stations	12/30/2010		