CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA
August 10, 2016
Regular Session 7:00 PM

1) OPEN REGULAR MEETING

1A. **Call to Order**
1B. **Pledge of Allegiance**
1C. **Roll Call**
1D. **Approval of Agenda Order**

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

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

2) CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

2A. **Minutes City Council Meeting of July 27, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of July 27, 2016.

2B. **Quarterly Investment Report**
Recommendation: Receive and File

2C. **Bureau Veritas Contract Extension**
Recommendation: Adopt Resolution 32-2016 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis through June 30, 2017.

2D. **Gann Appropriations Limit**
Recommendation: Adopt Resolution 33-2016 certifying compliance with the 2015-2016 Appropriation Limitation and establishing the Appropriation Limitation for the 2016-2017 Fiscal Year.

2E. **Local and State Transit Assistance Request**
Recommendation: Adopt Resolution 34-2016 amending claims to the Placer County Transportation Planning Agency for the City of Colfax's Article 8 Local Transportation Funds for FY2015-2016 and submitting the claim for State Transit Assistance Funds.

2F. **Grand Jury Report Response – Code Enforcement Policy**
Recommendation: Approve response to Grand Jury projecting adoption of a code enforcement policy in the fall of 2016.

2G. **League of California Cities Voting Delegate**
Recommendation: Designate the City Manager as the Voting Delegate representing the City to the League of California Cities at the 2016 Conference.

3) COUNCIL, STAFF AND OTHER REPORTS

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

3A. **Committee Reports and Colfax Informational Items - All Councilmembers**

3B. **City Operations Update – City staff**

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

4) PUBLIC COMMENT

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

5) COUNCIL BUSINESS

5A. **Wastewater Treatment Plant Electric Maintenance Vehicle**
STAFF PRESENTATION: Travis Berry, Technical Services Manager
RECOMMENDATION: Adopt Resolution 35-2016 authorizing the City Manager to execute a purchase agreement with Nick's Custom Golf Cars for an electric Carryall 500 E vehicle for maintenance use at the wastewater treatment facility.

5B. **Sierra Oaks Estates & Village Oaks Apartments CEQA Document Preparation – Contract for Professional Services**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Adopt Resolution 36-2016 authorizing the City Manager to execute an agreement with The RCH Group for Sierra Oaks Estates & Village Oaks Apartments CEQA Document in an amount not to exceed $15,860.

5C. **Transfer of Mobile Home Park jurisdiction to the State Department of Housing and Community Development**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Discuss and direct staff as appropriate.

5D. **Reopening of Golden State Patient Care Collective**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Discuss and direct staff as appropriate

5E. **Medical Marijuana Ordinance**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Discuss proposed ordinance and approve for Hearing and adoption at September 2016 meetings.

6) ADJOURNMENT

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

Lorraine Cassidy, City Clerk

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

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, July 27, 2016
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CONVENE MEETING

1A. **Call to Order**
Mayor Parnham called the meeting to order at 7:00PM.

1B. **Pledge of Allegiance**
Councilmember Hesch led the Pledge of Allegiance.

1C. **Roll Call**
Council members present: Douglass, Harvey, Hesch, Parnham, Stockwin

1D. **Approval of Agenda Order**
Mayor Parnham informed Council of an item which had come to staff's attention after the Agenda Packet was published. Action should be taken before the next Council meeting so staff has recommended adding Item 5B to the agenda: Letter of Opposition to State Assembly Bill 2586 – Regulating Local Parking
On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Hesch, the City Council approved the amended agenda.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

Mayor Parnham welcomed Reene Abbott, reporter for the Colfax Record, who will be attending Council Meetings.

2 CONSENT CALENDAR

2A. **Minutes City Council Meeting of July 13, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of July 13, 2016.

2B. **Cash Summary Report, June 2016**
Recommendation: Receive and File.

2C. **City Hall Telephone System Purchase**
Recommendation: Adopt Resolution 31-2016 authorizing the Technical Services Manager to execute a purchase agreement with Danckert Communications for a telephone system for the City Hall Offices in an amount not to exceed $7,300.

Item 2A and 2B were pulled for discussion.

On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Stockwin, the City Council approved Item 2C.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin
NOES: None

Item 3A: Minutes City Council Meeting of July 13, 2016
Councilmember Hesch asked to add to the discussion of Item 2A Presentation by Placer County Treasurer-Tax Collector, Jenine Windeshausen introducing the Countywide Community Choice Aggregation Program the following comment: "Councilmember Hesch

expressed concerns linked to the Clean Air Act which would likely lead to an increase in rates due to higher air quality requirements."

On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Stockwin, the City Council approved the minutes of the City Council Meeting of July 13, 2016 as amended.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

Item 3B: Cash Summary Report – June 2016
Councilmember Hesch asked if the $60,000 expenditure to Union Pacific Railroad (UPRR) for the Grass Valley Street Improvement Project is the final payment so the project can finally be closed.
City Manager Schempf explained the City regards this as the final payment, however, UPRR claims the City owes about $25,000 more. The City submitted a letter to UPPR explaining the difference and the City has not heard from them since June 10, 2016.

On a motion by Mayor Pro Tem Harvey and seconded by Councilmember Stockwin the accepted the Cash Summary Report for June 2016.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin
NOES: None

3 COUNCIL, STAFF, AND OTHER REPORTS

3A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Hesch

- Councilmember Hesch announced the upcoming Summer Festival hosted by the Colfax Baptist Church, which is a free event giving school supplies to local students. The Festival will be July 30, 2016 from 9:30 -11:00AM at 24850 Ben Taylor Road.
- He met with developers who are in the planning stages of developing land in Colfax. He found it interesting to learn the best ways to attract developers to Colfax.

Councilmember Stockwin

- Councilmember Stockwin attended the Placer County Mosquito and Vector Control District (PCMVCD) Board meeting. The Board voted to increase the assessments on property tax in preparation for the potential arrival of Zika Virus.

Councilmember Douglass

- Councilmember Douglass encouraged everyone to support the monthly Flea Market held at the Sierra Vista Community Center (SVCC).
- He recently attended the Placer County Economic Development meeting, the SVCC Board Meeting, and Project Go.
- He also represented the City at the Board Meeting for the Sierra-Valley Energy Authority and will have more to report after a future meeting.

Mayor Pro Tem Harvey

- Mayor Pro Tem Harvey had nothing to report but asked for clarification of the PCMVCD actions.

Mayor Parnham

- Nothing to report

3B. **City Operations – City Staff**
City Manager Schempf

- City Manager Schempf stated he has already learned Colfax has a larger footprint and goodwill in Placer County than one would expect for the population.
- He asked Council to let him know who would like to attend the League of California Cities conference which will be held in Long Beach in the fall. The League is an ally to all Cities and represents small towns well.

3C. **Additional Reports – Agency Partners**
Michael Beggs, Placer County Sheriff's Office Transient Liaison Officer

- Officer Beggs explained the new Liaison Officer program the County has initiated. Liaison officers will work throughout the County to identify issues and work with transients to help them get "off of the streets".

Frank Klein, Colfax Area Chamber President

- He announced the next mixer will be August 9th at Colfax Thrift and Gift from 5:30-7:30PM
- He is hoping that a mixer can be scheduled at the landfill in the future.

4 PUBLIC COMMENT

Foxey McCleary, 127 Saunders Lane

- Ms. McCleary suggested everyone look for details of an open house which will be hosted by Jim Bowers in association with the aerial search and rescue organization he founded for drone enthusiasts.

Suzanne Roberts, area resident

- Ms. Roberts asked why there is no public comment included in the Workshop. She was informed the mayor will have the discretion to allow public comment.

5 COUNCIL BUSINESS

5A. **Animal Control Contract**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Appoint two members of Council to serve on the Animal Control Ad Hoc Committee.

Councilmembers Douglass and Stockwin agreed to be on the Animal Control Ad Hoc Committee.

5B. **Letter of Opposition to State Assembly Bill 2856 – Regulation Local Parking** *(added to agenda by approval of Council)*
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Discuss and direct staff as appropriate

City Manager Schempf stated this bill will be considered by the State Senate next week. At first glance the bill doesn't appear to pertain to Colfax since the City doesn't have parking meters. Unfortunately, this bill adds items which inhibit the City's ability to control its own parking.
Mayor Pro Tem Harvey stated this is a typical overreach of government.
There was no public comment.

On a motion by Councilmember Hesch and a second by Mayor Pro Tem Harvey, Council agreed to send a letter of opposition regarding State Assembly Bill 2586 to members of the Senate.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

Mayor Parnham closed the regular meeting and opened the Workshop for Medical Marijuana at 7:34PM

6A. **Medical Marijuana Workshop (No Public Comment)**
STAFF PRESENTATION: John Schempf, City Manager

City Manager Schempf asked a series of questions to clarify Council's opinion regarding the Medical Marijuana Ordinance which will be approved should Ballot Measure H pass with a 2/3 vote and thus allow Medical Marijuana Dispensaries, etc. in Colfax. Council gave feedback which Mr. Schempf will incorporate into a document he will draft and submit to Council for discussion and approval at the next meeting.

Mayor Parnham opened the workshop for public comment.

Eli Beardsley, Suzanne Roberts, Rich Miller, Jim Dion, and Stacie Younggren gave their input about the proposed ordinance.

6 ADJOURNMENT

As there was no further business on the agenda, Mayor Parnham adjourned the meeting at 10:18PM.

Respectfully submitted to City Council this 10th day of August, 2016

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 01, 2016
SUBJECT: City of Colfax – Quarterly Investment Report

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Accept and File City of Colfax Quarterly Investment Report: June 30, 2016.

BACKGROUND AND ANALYSIS:

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

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

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

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. Our investment policy dictates that the City should have liquid short term securities to meet six month's financial obligations. The budget for 2016-2017 reflects nearly $4.5M in annual expenditures, therefore our target for liquid short term securities would be $2.25M. As our fund balances have been more stable and are now consistently exceeding this target, staff will begin initiating a more aggressive investment strategy.

CONCLUSION:

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

- The investments held at June 30, 2016 conform to the City Investment Policy adopted by Resolution 29-2014,
- The composite yield of the City's investment pool to be the rate of .45% for the quarter ended June 30, 2016,
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period July 01, 2016 to December 31, 2016.

ATTACHMENTS:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 06/30/16)
3. State of California – PMIA Average Monthly Effective Yields

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2015-2016
Report Date: 07/22/15

Quarter Ended 06/30/2015

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	$ 3,571,246	97%	0.29%
Corporate Checking	US Bank	N/A	$ 120,856	3%	0.20%
	Total Investment Pool		**$ 3,692,102**	**100%**	**0.28%**

Quarter Ended 03/31/2015

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	$ 2,744,550	91%	0.27%
Corporate Checking	US Bank	N/A	$ 263,181	9%	0.19%
	Total Investment Pool		**$ 3,007,731**	**100%**	**0.26%**

Quarter Ended 12/31/2014

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	$ 2,393,071	92%	0.26%
Corporate Checking	US Bank	N/A	$ 218,152	8%	0.20%
	Total Investment Pool		**$ 2,611,224**	**100%**	**0.26%**

Quarter Ended 09/30/2014

Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	$ 2,491,433	87%	0.25%
Corporate Checking	US Bank	N/A	$ 367,696	13%	0.19%
	Total Investment Pool		**$ 2,859,129**	**100%**	**0.24%**

JOHN CHIANG
TREASURER
STATE OF CALIFORNIA

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
07/14/16	0.58	0.58	169
07/15/16	0.59	0.58	170
07/16/16	0.59	0.58	170
07/17/16	0.59	0.58	170
07/18/16	0.59	0.58	168
07/19/16	0.59	0.58	166
07/20/16	0.59	0.58	168
07/21/16	0.59	0.58	171
07/22/16	0.60	0.58	170
07/23/16	0.60	0.59	170
07/24/16	0.60	0.59	170
07/25/16	0.60	0.59	170
07/26/16	0.60	0.59	169
07/27/16	0.60	0.59	171

*Daily yield does not reflect capital gains or losses

LAIF Performance Report

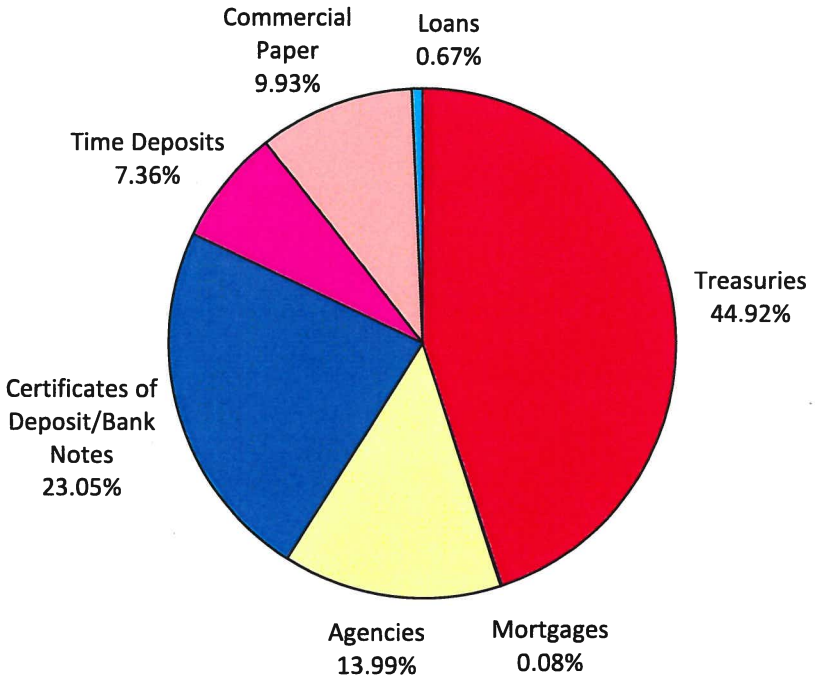
Quarter Ending 06/30/16

Apportionment Rate:	0.55%
Earnings Ratio:	0.00001495296852820
Fair Value Factor:	1.000621222
Daily:	0.58%
Quarter to Date:	0.55%
Average Life:	167

PMIA Average Monthly Effective Yields

Jun 2016	**0.576%**
May 2016	0.552%
APR 2016	0.525%

Pooled Money Investment Account
Portfolio Composition
06/30/16
$75.4 billion



Based on data available as of 7/27/2016

POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10 980	11.251	11 490	11 480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12 844	12.059	12.397	11.887	11.484
1982	11 683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10 251	9.887	9.688	9.868	9.527	9.600	9 879	10.076	10.202	10.182	10.164	10.227
1984	10 312	10.280	10 382	10.594	10.843	11.119	11.355	11 557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10 118	10.025	10.180	9.743	9 656	9 417	9 572	9.482	9.488	9.371
1986	9 252	9.090	8.958	8.621	8.369	8.225	8 141	7.844	7.512	7.586	7.432	7 439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7 464	7.562	7.712	7.825	8.121	8 071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8 089	8 245	8 341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8 992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8 645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8 517	8.382	8.333	8.321	8.269	8 279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7 098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5 235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4 554	4 438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4 623	4 823	4 989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5 997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0 267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576						

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STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED By: Staff

SUBJECT: Bureau Veritas Contract for Building Inspection Services

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $72,000**	**FROM FUNDS: 100-400**

RECOMMENDED ACTION: Adopt Resolution 32-2016 authorizing the City Manager to extend the contract with Bureau Veritas for building inspection services on an as needed basis not to exceed $72,000 and subject to renewal June 30, 2017.

ISSUE STATEMENT AND DISCUSSION:

The current contract with Bureau Veritas provides contract services for an onsite Building Inspector on an as needed basis. Bureau Veritas is a respected leader in testing, inspection and certification services. They have successfully provided Colfax with the services of John Brownlee, who has 20+ years of inspection experience in the Sierra foothills region. Mr. Brownlee is conducting building and site inspections as they are required and providing much needed updating to the Building Department systems. The position is also available for code enforcement and nuisance abatement work. Recently, the City has utilized Mr. Brownlee's expertise on code enforcement issues. The current contract with Bureau Veritas requires approval from City Council to extend services on an ongoing, as needed basis beyond June 2016. The contract services were approved in conjunction with Council budget discussions. Funding is through the General Fund with revenue available with the City's increasing building permit activity.

ATTACHMENTS:

1. Resolution 32-2016
2. 2016-2017 Approved Budget Sheet for Consultant services
3. Bureau Veritas Contract Extension (2nd Amendment to the Contract)
4. Bureau Veritas Contract

City of Colfax
City Council

Resolution № 32-2016

AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH BUREAU VERITAS FOR BUILDING INSPECTION SERVICES ON AN AS NEEDED BASIS, NOT TO EXCEED $72,000 FOR THE FISCAL YEAR ENDING JUNE 30, 2017

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

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

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

Whereas, the Bureau Veritas initial contract has been fulfilled, and the City is need of extending the contract through June 30, 2017,

Now, Therefore, Be It Resolved and Declared by the City Council of the City of Colfax, that the City Manager is authorized to extend the contract with Bureau Veritas for Building Inspection services on an as needed basis, not-to-exceed an additional $20, 000.

The Foregoing Resolution was Duly and Regularly Adopted at a regular meeting of the City Council of the City of Colfax held on the 10th day of August, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

From 2016-2017 Budget Adopted at the June 8, 2016 City Council Meeting

CITY OF COLFAX

Consultant Allocation Schedule

Preliminary Budget for FY2016-2017

2016-2017 Allocations - $																		
Consultants	GL Code	100-100	100-110	100-120	100-160	100-200	100-400	100-425	100-450	120	236	250	350	560	561	572	Other	Total
Audit	5650	$ 9,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 950	$ -	$ 8,550	$ -	$ -	$ -	$ 19,000
CDBG Consultant	5660	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000
City Attorney	5665	$ -	$ -	$ -	$ 60,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ 80,000
Engineering	5540	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,000	$ -	$ 6,250	$ -	$ 8,750	$ -	$ 10,000	$ 5,000	$ -	$ -	$ 50,000
Finance Director	5660	$ -	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500	$ -	$ 18,750	$ 11,250	$ 7,500	$ -	$ 75,000
Fire Protection	5660	$ -	$ -	$ -	$ -	$ 31,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,000
Legal	5665	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000
Planning	5570	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,600	$ 14,400	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 72,000
Building Inspector	5660	$ -	$ -	$ -	$ -	$ -	$ 72,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 72,000
Sewer - Other	5660	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 70,000	$ -	$ -	$ -	$ 70,000
		$ -	$ -															
		$ 9,500	$ 5,000	$ 30,000	$ 60,000	$ 31,000	$ 72,000	$ 20,000	$ 57,600	$ 20,650	$ -	$ 17,200	$ -	$ 147,300	$ 16,250	$ 7,500	$ -	$ 494,000

2016-2017 Allocations - %																	
Consultants		100-100	100-110	100-120	100-160	100-200	100-400	100-425	100-450	120	236	250	350	560	561	572	Other	Total
Audit		50%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	0%	45%	0%	0%	0%	100%
CDBG Consultant		0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
City Attorney		0%	0%	0%	75%	0%	0%	0%	0%	0%	0%	0%	0%	25%	0%	0%	0%	100%
Engineering		0%	0%	0%	0%	0%	0%	40%	0%	13%	0%	18%	0%	20%	10%	0%	0%	100%
Finance Director		0%	0%	40%	0%	0%	0%	0%	0%	0%	0%	10%	0%	25%	15%	10%	0%	100%
Fire Protection		0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Legal		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	100%
Planning		0%	0%	0%	0%	0%	0%	0%	80%	20%	0%	0%	0%	0%	0%	0%	0%	100%
Building Inspector		0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%
Sewer - Other		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	100%

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

This Second Amendment to the Consultant Services Agreement ("Second Amendment") dated August 10, 2016 is entered into by and between the City of Colfax ("City") and Bureau Veritas ("Consultant").

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

City and Consultant now desire to amend the Agreement to extend the as needed contract through June 30, 2017, as provided in the approved Agreement authorized by the City Council with a not to exceed limit increase of $72,000 for fiscal year 2016-2017.

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

CITY OF COLFAX		BUREAU VERITAS	
	_____		_____
Signature	_____	Signature	_____
Printed Name	_____	Printed Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Approved as to Form:

_____
City Attorney

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 10th day of July, 2015 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Bureau Veritas No. America ("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.

Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professional's in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that to the extent 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 negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are responsible to the City, or arising from the negligence or willful misconduct of the City officers, agents, employees or volunteers.

In the event liability is shared by the parties to this Agreement, each Party shall contribute in the

amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. A Party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence. The total aggregate liability of the Parties shall not exceed $250,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

Neither Party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

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 should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions 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. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions 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 should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions 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 after providing five (5) days written notice to Consultant 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.

The Consultant may terminate this Agreement for any material failure by the City to comply with this Agreement, provided that the Consultant gives the City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to the City an opportunity to cure such failure within said thirty (30) days.

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 employee of City. In particular, the following are specifically applicable to Consultant's performance of the Services:

A. Consultant shall receive no premium or enhanced pay for work normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave, vacation or pay for any other time not actually worked.

B. Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement.

C. From time to time during the term of this Agreement, Consultant will be unavailable to perform the Services outlined in this Agreement. Consultant will be responsible to make appropriate arrangements to ensure that no interruption to the fiscal workflow of City occurs. Times of unavailability will be negotiated between Consultant and the City Manager/Executive Director.

D. Consultant may contract to perform services for other clients or entities as long as performance of said services does not interfere or conflict with Consultant's performance of Services for the City.

E. Consultant retains exclusive control over the means and methods of performing the Services pursuant to this Agreement. Consultant shall have no established hours or schedule and shall be permitted to perform the Services according to its own schedule. The City shall have the right to maintain control over only the end product or final result of the Services, but not over how such end product or final result are achieved. The City shall not provide, and Consultant shall not receive, any training or directions from the City regarding how Consultant performs the Services pursuant to this Agreement.

F. Consultant shall supply its own instrumentalities, tools and place of performing the Services pursuant to this Agreement.

G. Consultant's compensation shall be based on the actual number of hours for which Consultant provides the Services multiplied by Consultant's hourly rate plus reimbursable expenses. The City will report Consultant's compensation for federal income tax purposes on an IRS Form 1099-Misc. The City shall not withhold any federal income tax, FICA or Medicare nor any California personal income tax (CAPIT), SDI, SUI, ETT or similar withholdings from Consultant's compensation. Consultant shall be solely responsible for paying all self employment and similar taxes from Consultant's compensation under this Agreement.

H. Consultant shall not be eligible for coverage under the City's Workers Compensation or similar insurance coverage.

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 unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the 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. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion. However, Consultant is not responsible for delays caused by City or beyond Consultant's reasonable control.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
33 S. Main Street
Colfax, CA 95713

If to Consultant:

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.

Section 26. Non-Solicitation of Employees. To promote an optimum working relationship, the Parties agrees in good faith not to directly or indirectly employ or otherwise engage any employee or any person employed by the other Party within the prior six month period without the prior written consent of the Party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Parties further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a Party should breach this provision and without limiting any other remedy that may be available the breaching Party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages.

Section 27. Force Majeure. If the performance of this Agreement or of any obligation hereunder, except payment of monies due, is prevented, restricted or interfered with by reason of fire, or other casualty or accident; inability to procure raw materials, power or supplies; hurricanes, earthquakes,

floods or any act of God; war or other violence; any law/order, proclamation, regulation, ordinance, demand or requirement of any governmental agency or intergovernmental body; or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party within fifteen (15) calendar days, shall be excused by such performance during and to the extent of such prevention, restrictions or interference.

Section 28. Beneficiaries. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the City and the Consultant. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and the Consultant that any such person or entity receiving services or benefits under this agreement shall be deemed an incidental beneficiary.

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

CITY

Signature _____

Printed Name MARK MILLER

Title CITY MANAGER

Date 7/10/15

CONSULTANT

Signature _____

Printed Name MICHAEL VIEIRA

Title DIRECTOR of OPERATIONS

Date 7/10/2015

APPROVED AS TO FORM:

_____

City Attorney

Exhibit A
Scope of Work

Plan Review

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform plan review services. Plan review services shall consist of the review of plans and documents for compliance with jurisdiction adopted or enforced codes and regulations. Plan review services will be provided in accordance with accepted standards of practice for governmental plan review and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Plan review services covered under this agreement will be performed in the offices of BVNA, unless otherwise authorized by the jurisdiction. Plan review can be provided as full review, partial review, or discipline specific, as requested by the jurisdiction for each project.

Plan review services may include the review of:

Non-structural fire and life safety plans examination
Structural plans examination
Electrical, mechanical, & plumbing code plans examination
Disabled access code plans examination
Green building code plans examination
Energy code plans examination
Fire sprinkler and alarm plans examination
Fire code compliance

Plan review services shall be identified in the project task order and corresponding rate schedule. Additional services can be negotiated between BVNA and the jurisdiction, if needed. If corrections are required, BVNA will prepare comment or correction letters. The correction letter shall describe each required correction or addition, and reference the applicable code section. Letters will be distributed as directed by the jurisdiction.

If plans are recommended for approval, BVNA shall transmit to the jurisdiction the required number of sets of plans and associated documents with the plans stamped "Reviewed for Code Compliance" to indicate that the plans have been reviewed by BVNA and found to be in substantial compliance with applicable codes.

Typical turnaround times for building plan review are as follows:

	Initial Check (working days)	Recheck (working days)	Expedited Initial Review	Expedited Recheck
Commercial TI	10	7	7	5
Residential addition and/or accessory	10	7	7	5

building				
New Residential	15	10	10	7
New Commercial	15	10	10	7
Complex, large, or unusual project	*	*	*	*

**Turnaround times for unusually complex or large projects can be negotiated*

Electronic Plan Review

At the request of the jurisdiction, BVNA can provide electronic plan reviews. BVNA can utilize the system preferred by the jurisdiction, or can provide electronic review simply using PDF software.

Third Party Review

This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints.

This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal jurisdiction plan review fee.

With approval of the Building Official, BVNA can provide third-party plan reviews/inspections. BVNA shall be solely responsible for the collection of any third-party fees.

Inspection Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall perform site inspection services to verify substantial compliance with approved plans and jurisdiction adopted codes and regulations. Inspection services will be provided in accordance with accepted standards of practice for governmental inspection and in conformance with the policies, procedures, interpretations, and practices of the jurisdiction.

Inspection services may include the following elements:

- Non-structural fire and life safety
- Structural
- Electrical, mechanical, & plumbing
- Disabled access
- Green building
- Energy
- Fire sprinkler and alarm

- Fire code compliance

Inspection services can be provided on a full-time, part-time, or as-needed basis in accordance with the requirements of the jurisdiction. Building Inspectors provided by Bureau Veritas North America, Inc. shall perform the following services:

- Become familiar with approved project plans and documents prior to inspection.
- Conduct site inspection using safe work practices.
- Identify areas of non-compliance.
- Prepare correction notice and/or discuss non-complying items and solutions with jobsite superintendent.
- For serious violations, notify Building Official and issue stop work notice in accordance with jurisdiction policies and procedures.
- Provide reinspections as necessary to address non-complying items.
- Provide inspection records in accordance with jurisdiction policies and procedures.
- When requested by the jurisdiction, coordinate inspections with fire, health, and other government agencies, as applicable to the project.

Permit Technician Services

When notified by the jurisdiction, Bureau Veritas North America, Inc. (BVNA) shall provide on-site permit technician services. Permit technician services will be provided in accordance with the policies, procedures, and practices of the jurisdiction.

Permit technician services may include:

Interface with the public, internal staff, and related departments
Review permit applications for completeness
Accept, login, and route plans
Calculate and/or collect fees
Issue permits
When authorized, review and issue counter permits
Maintain permit records
Use jurisdiction permitting programs and/or software, where applicable

Schedule of Fees

BVNA proposes to provide inspection services on an as-needed basis for the City of Colfax. A minimum of 4 hours per day will apply, plus jobsite mileage utilizing employee or company owned vehicles.

Hourly rates for project personnel are outlined below:

Staff Level Classifications	Hourly Billing Rate
Senior / Structural Plan Check Engineer	$140
M/E/P Plan Check Engineer	$125
Senior Plans Examiner	$110
Plans Examiner	$105
Supervising Inspector	$95
Building Inspector	$85
Permit Technician	$65
Fire Marshal	$140
Fire Protection Engineer/Plans Examiner	$120
Senior Fire Inspector	$110
Fire Inspector	$90

SCHEDULE OF RATES: The rates include the cost of employee salaries plus sick leave, vacation, holiday and other fringe benefits. The rates include indirect overhead costs and fee (profit). Fees listed above include regular hourly labor rates. All Employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

REIMBURSABLE RATES: Reimbursement for employee-owned vehicles used in connection with the work will be at the current IRS rate.

This rate schedule is valid for the first contract year and is subject to annual review and adjustment with the approval of the City.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 1, 2016
SUBJECT: Gann Appropriation Limit

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Adopt Resolution 33-2016 certifying compliance with the Fiscal Year 2015-2016 Appropriation Limitation and establishing the Appropriation Limitation for the Fiscal Year 2016-2017.

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 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 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.

ATTACHMENTS:
1) Resolution 33-2016
2) Attachment 1 – Actual appropriations for the fiscal year 2015-2016
3) Attachment 2– Appropriation Limit Calculation for the fiscal year 2016-2017
4) Department of Finance Price and population information for use in calculations for fiscal year 2016-2017 appropriations limit.

City of Colfax
City Council

Resolution № 33-2016

CERTIFYING COMPLIANCE WITH THE 2015-2016 APPROPRIATION LIMITATION AND ESTABLISHING THE APPROPRIATION LIMITATION FOR THE 2016-2017 FISCAL YEAR

WHEREAS, the Colfax City Council hereby certifies that the estimated actual appropriations for the Fiscal Year 2015-2016 will fall within the appropriation limitation for the 2015-2016 Fiscal Year as demonstrated in Attachment 1; and

WHEREAS, the Colfax City Council must establish the appropriation limitation for the fiscal year 2016-2017, as calculated in Attachment 2;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Colfax that the 2015-2016 Fiscal Year expenditures fall within the established limitations and the limitations for the 2016-2017 Fiscal Year are hereby established at $2,119,984.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED, at a regular meeting of the City Council of the City of Colfax held on the 10th day of August, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

CITY OF COLFAX
PROP 4 - GANN APPROPRIATION LIMIT CALCULATION
Attachment 1

Tax Revenues to be included in calculation:		2015-2016 Budget	2015-2016 Actuals*	2016-2017 Budget
100-000-4010	Property Taxes	$ 300,000	$ 310,000	$ 319,300
100-000-4020	Sales and Use Taxes	$ 850,000	$ 900,000	$ 927,000
100-000-4040	Transient Occupancy Taxes	$ 15,000	$ 18,000	$ 18,000
100 (572)-000-4100	Franchises	$ 60,000	$ 74,000	$ 90,000
100-000-4200	Business Licenses	$ 27,000	$ 29,000	$ 29,000
100-000-4700	State Motor Vehicle License		$ -	
100-000-4710	Motor Vehicle In Lieu	$ 115,000	$ 113,000	$ 113,000
565-000-4060	Voter's Approved	$ 4,500	$ 500	$ 185
	Total Tax Revenue	$ 1,371,500	$ 1,444,500	$ 1,496,485
Calculated Appropriation Limit		$ 2,008,127	$ 2,008,127	$ 2,119,984
Remaining appropriation limit capacity		*$ 636,627*	*$ 563,627*	*$ 623,499*
		32%	*28%*	*29%*

*Estimate as of 08/01/16

City of Colfax
Appropriation Limit Calculation
Attachment 2

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
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	$ 1,940,060	$ 2,008,127
Cost of living factor Change in California per capita	1.0062	0.9746	1.0251	1.0377	1.0512	0.9977	1.0382	1.0537
Population Adjustment Factor	1.0197	1.0567	1.0072	1.0056	0.996	1.005	0.997	1.0019
Computed limitation	$ 1,671,130.48	$ 1,715,966.80	$ 1,771,779.25	$ 1,848,010	$ 1,934,858	$ 1,940,060	$ 2,008,127	$ 2,119,984

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 2016

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, requires 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, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. 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 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the 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. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit.
Article XIII B, section 9(C) of the California 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 requirement should be directed to their county, district legal counsel, or 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, 2016**.

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:

AMY COSTA
Chief Deputy Director

Attachment

May 2016

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 2016-17 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

2016-17:

Per Capita Cost of Living Change = 5.37 percent
Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio: $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17:

$$1.0537 \times 1.0090 = 1.0632$$

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	Percent Change 2015-2016	--- Population Minus Exclusions --- 1-1-15	1-1-16	Total Population 1-1-2016
Placer				
Auburn	0.34	14,022	14,070	14,070
Colfax	0.19	2,064	2,068	2,068
Lincoln	1.39	46,688	47,339	47,339
Loomis	0.69	6,646	6,692	6,692
Rocklin	0.04	60,325	60,351	60,351
Roseville	2.01	131,433	134,073	134,073
Unincorporated	0.13	109,060	109,203	109,203
County Total	0.96	370,238	373,796	373,796

*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 August 10, 2016 Council Meeting

FROM: John Schempf, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: August 3, 2016
SUBJECT: Local and State Transit Assistance Funding Request

☐ **N/A** ☐ **FUNDED** ☐ **UN-FUNDED** **AMOUNT: N/A** **FROM FUND: 250 Revenue**

RECOMMENDED ACTION: Adopt Resolution № 34-2016 to amend claims to the Placer County Transportation Planning Agency for the City of Colfax's Article 8 Local Transportation Funds for Fiscal Year 2015-2016 and submit claim for State Transit Assistance Funds.

ISSUE STATEMENT AND DISCUSSION:

The Placer County Transportation Planning Agency (PCTPA) Board of Directors approved the Fiscal Year 2015-16 State Transit Assistance (STA) Final Fund Allocation at their March 23, 2016 Board Meeting. The delay in approving the Final Fiscal Year 2015-16 STA Allocation stemmed from the State Controller's Office not releasing a revised allocation estimate as they have traditionally done in the August-September timeframe.

The Claims for Local Transportation Funds (LTF) were approved in January 2016 and submitted to PCTPA. The portion allocated to Transit Services at that time was based on an estimate for State Transit Assistance Funds. The amendments being put forth at this time reflects a small reclassification of LTF funds to be used for Transit Services versus Streets and Road purposes due to the change in final allocation of STA funding. Staff has completed the required Claim Documentation which is attached.

ATTACHMENTS:

1. Resolution 34-2016
2. PCTPA – FY 2015/2016 State Transit Assistance (STA) Final Fund Allocation (Excluding Tahoe Basin) – March
3. Claim Materials to be submitted to PCTPA
    a. Cover Letter
    b. TDA Claim Worksheet
    c. Amended Claim for Local Transportation Funds – Transit Purposes
    d. Amended Claim for Local Transportation Funds – Streets and Road Purposes
    e. Claim for State Transit Assistance Funds
    f. TDA Annual Project and Financial Plan

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FY 2015/2016 STATE TRANSIT ASSISTANCE (STA) FINAL FUND ALLOCATION (EXCLUDING TAHOE BASIN)
March 2016

PUC 99313 Allocation[1]		$1,200,000
PUC 99314 Allocation[2]		$210,000
	Total STA Allocation	$1,410,000
4 Percent Allocation to WPCTSA[3]		$48,000
FY 14/15 99313 Carryover Funds		$89,664
Total PUC 99313 Allocation Available to Jurisdictions		$1,241,664

FY 2015/2016 Jurisdiction PUC 99313 STA Final Fund Allocation

Jurisdiction	January 2015 Population[4]	Percent	PUC 99313 Population Allocation	PUC 99313 Population Adjustment[5]	Total PUC 99313 Allocation
Placer County	101,491	28.32%	$326,223.80	($2,629)	$323,595
Auburn	13,818	3.86%	$44,415.37	$5,011	$49,426
Colfax	1,994	0.56%	$6,409.34	$725	$7,135
Lincoln	45,837	12.79%	$147,334.45	$16,410	$163,745
Loomis	6,623	1.85%	$21,288.39	$2,399	$23,687
Rocklin	60,252	16.81%	$193,668.76	$21,662	$215,330
Roseville	128,382	35.82%	$412,659.88	$46,086	$458,746
WPCTSA	N/A	N/A	N/A	N/A	N/A
TOTAL	358,397	100.00%	$1,152,000	$89,664	$1,241,664

Notes: (1) Represents a 22% reduction in from the FY 2015/2016 State Transit Assistance Preliminary Estimate, California State Controller Division of Accounting and Reporting, January 30, 2015. The reduction was determined based on the average revenue received over the prior two fiscal years in comparison to actual payment recieved for the first and second quarters of FY 2015/2016.
(2) Represents a 20% reduction in from the FY 2015/2016 State Transit Assistance Preliminary Estimate, California State Controller Division of Accounting and Reporting, January 30, 2015. The reduction was determined based on the average revenue received over the prior two fiscal years in comparison to actual payment recieved for the first and second quarters of FY 2015/2016. Includes FY 14/15 adjustment of $
(3) 4% of unencumbered PUC 99313 Allocation goes to WPCTSA.
(4) Table E-1: City/County Population Estimates January 1, 2014 to January 1, 2015, California Department of Finance, May 1, 2015.
(5) Adjustments made to reconcile FY 14/15 over allocation to Placer County and FY 14/15 carryover funds.
PUC = Public Utilities Code

FY 2015/2016 Jurisdiction PUC 99314 STA Final Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Allocation	PUC 99314 Fare Revenue Adjustment[6]	Total PUC 99314 Allocation	Total Jurisdiction Allocation
Placer County	$152,250	($12,173)	$140,077	$463,671
Auburn	$1,276	($98)	$1,178	$50,604
Colfax	$0	$0	$0	$7,135
Lincoln	$1,935	($152)	$1,782	$165,527
Loomis	$0	$0	$0	$23,687
Rocklin	$0	$0	$0	$215,330
Roseville	$47,652	($3,199)	$44,453	$503,199
WPCTSA	$6,888	$0	$6,888	$6,888
TOTAL	$210,000	($15,623)	$194,377	$1,436,041

Notes: (6) Adjustments made to reconcile overpayment for PUC 99314 purposes from the PUC 99313 account.

January 1, 2015 DOF Population Estimates [1]		
TRPA Population [2]	11,057	2.9928%
PCTPA Population	358,397	97.0072%
TOTAL	369,454	100.00%

Sources:
1. Table E-1: City/County Population Estimates January 1, 2014 to January 1, 2015, California Department of Finance, May 1, 2015.
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2015, California Department of Finance, June 2015.

3-Mar-16

FY 2015/2016 STATE TRANSIT ASSISTANCE FUND
PUC 99314 REVENUE BASIS ALLOCATION

99314 Allocation:[1] $ 210,000

Entity / Operator	Fare Revenue Basis[2]	Fare Revenue Percentage	Fare Revenue Allocation
Placer County	$ 4,140,902	72.5%	$ 152,250
Auburn	$ 34,699	0.6%	$ 1,276
Colfax	$ -	0.0%	$ -
Lincoln	$ 52,619	0.9%	$ 1,935
Loomis	$ -	0.0%	$ -
Rocklin	$ -	0.0%	$ -
Roseville	$ 1,296,038	22.7%	$ 47,652
WPCTSA	$ 187,339	3.3%	$ 6,888
Sub-Total Allocation 99314	**$ 5,711,597**	**100.0%**	**$ 210,000**

Note: (1) Represents a 20% reduction in from the FY 2015/2016 State Transit Assistance Preliminary Estimate, California State Controller Division of Accounting and Reporting, January 30, 2015. The reduction was determined based on the average of the prior two fiscal years in comparisor to actual payment recieved for the first and second quarters of FY 2015/2016.

(2) 2015/2016 State Transit Assistance 1st & 2nd Quarter Allocation Fare Revenue Basis.

CITY of COLFAX
CALIFORNIA
T • (530) 346-2313 F • (530) 346-6214 www.Colfax-CA.gov
33 S Main Street, PO Box 702, Colfax, CA 95713

August 11, 2016

Mr. Aaron Hoyt
Placer County Transportation Agency
299 Nevada Street
Auburn, CA 95603

RE: FY2015-2016 TDA Claim Materials

Dear Aaron

Attached are the Claim Materials for the City of Colfax fiscal year 2015-2016 Amended Local Transportation Funds (LTF) claim and State Transit Assistance (STA) funding.

Included are the following documents:

1. City of Colfax Resolution approving claim and its submittal to PCTPA.
2. TDA Claim Worksheet
3. Amended claim for LTF – Transit Purposes
4. Amended claim for LTF – Street and Road Purposes
5. Claim for State Transit Assistance Funds
6. TDA Annual Project and Financial Plan

Please advise if any additional information is required to process this claim.

Sincerely,

Laurie Van Groningen
Finance Director

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
TRANSPORTATION DEVELOPMENT ACT CLAIM WORKSHEET
2015/2016

CITY/COUNTY OF: _____City of Colfax

Part 1 of 4

ESTIMATED PUBLIC TRANSIT REVENUES AND EXPENSES FOR FISCAL YEAR 2014/15

I. FY 2014/15 AVAILABLE RESOURCES

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2014. From TDA Financial Audit Report)	$ -
B. Interest Earnings through June 30, 2014.	$ -
C. Federal Grants & Reimbursements received in 2014/15:	
1. FTA Planning Assistance	$ -
2. FTA Operating Assistance	$ -
3. FTA Capital Assistance	$ -
4. Other	$ -
D. State Grants (Source/Amount):	$ -
E. Local Cash Grants:	
1. LTF-Operations/Capital (PUC 99260a; Article 4)	$ -
2. LTF-Community Transit Services(PUC 99275; Article 4.5)	$ -
3. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	$ 6,060.00
4. LTF-Capital Reserve Contribution (CCR 6648)	$ -
5. LTF-Capital expenses for contracted transit services (PUC 99400e; Article 8e)	$ -
6. STAF-Operations (CCR 6730a)	$ -
7. STAF-Capital (CCR 6730b)	$ -
8. STAF-Community Transit Services (CCR 6730d; <CTSA>)	$ -
9. STAF-Contracted Service (CCR 6731b)	$ 7,156.00
10. Other	$ -
F. Operating Revenues:	
1. Passenger Fares	$ -
2. Charters	$ -
3. Other_____	$ -
G. Other Revenues	$ -
H. TOTAL FY 2014/15 AVAILABLE RESOURCES (A+B+C+D+E+F+G)	**$ 13,216.00**

II. FY 2014/15 PROJECTED EXPENSES & USES

I. Personnel	
1. Administrative Salaries and Wages	$ -
2. Operating Salaries and Wages	$ -
3. Other Salaries and Wages	$ -
4. Fringe Benefits	$ -
J. Services and Supplies	
1. Professional Services	$ -
2. Maintenance Services	$ -
3. Other Services	$ -
4. Vehicle Materials & Supplies	$ -
5. Utilities	$ -
6. Insurance	$ -
7. Purchased Transit Services	$ 13,216.00
8. Miscellaneous	$ -
9. Interest	$ -
10. Leases & Rentals	$ -
K. Capital Assets (Itemize)	
1.	$ -
2.	$ -
3.	$ -
4.	$ -
5.	$ -
L. Other Uses:	
Capital Outlay Reserve Contribution (CCR 6648)	$ -
M. TOTAL FY 2014/15 EXPENSES & USES (I+J+K+L)	**$ 13,216.00**
N. Estimated Deferred Revenue as of June 30, 2015 (H-M)	$ -

Part 2 of 4

BUDGETED PUBLIC TRANSIT REVENUES & EXPENSES FOR FISCAL YEAR 2015/16

I. FY 2015/16 NON-TDA BUDGETED RESOURCES & DEFERRED REVENUE

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2015-- From Part 1, line N)	$ -
B. Interest earnings through June 30, 2015	$ -
C. Federal Grants & Reimbursements	
1. FTA Planning Assistance	$ -
2. FTA Operating Assistance	$ -
3. FTA Capital Assistance	$ -
4. Other	$ -
D. State Grants (Source/Amount):	
1.	$ -
2.	$ -
E. Local Non-TDA Cash Grants:	
1.	$ -
2.	$ -
3.	$ -
F. Operating Revenues:	
1. Passenger Fares	$ -
2. Charters	$ -
3. Other	$ -
G. Other Revenues	
1.	$ -
H. TOTAL FY 2015/16 CARRYOVER & NON-TDA BUDGETED RESOURCES (A+B+C+D+E+F+G)	**$ -**

I. TOTAL FY 2015/16 CARRYOVER & NON-TDA BUDGETED RESOURCES (From Line H)	**$ -**
II. FY 2015/16 PROJECTED EXPENSES & USES	
J. Personnel:	
1. Administrative Salaries and Wages	$ -
2. Operating Salaries and Wages	$ -
3. Other Salaries and Wages	$ -
4. Fringe Benefits	$ -
K. Services and Supplies:	
1. Professional Services	$ -
2. Maintenance Services	$ -
3. Other Services	$ -
4. Vehicle Materials & Supplies	$ -
5. Utilities	$ -
6. Insurance	$ -
7. Purchased Transit Services	$ 12,377.00
8. Miscellaneous	$ -
9. Interest	$ -
10. Leases & Rentals	$ -
L. Capital Assets (Itemize):	
1.	$ -
2.	$ -
3.	$ -
4.	$ -
5.	$ -
M. Other Uses:	
1. Capital Outlay Reserve Contribution.(CCR 6648)	$ -
2.	$ -
N. TOTAL FY 2015/16 EXPENSES & USES (J+K+L+M)	**$ 12,377.00**
O. Unfunded Balance (I - N)	**$ (12,377.00)**

O. Unfunded Balance (I - N)	**$**	**(12,377.00)**
III. FY 2015/16 TDA TRANSIT CLAIMS		

P. FY 2015/16 LTF TRANSIT CLAIMS:		
1. LTF-Operations/Capital (PUC 99260a; Article 4)	$	-
2. LTF-Community Transit Services (PUC 99275; Article 4.5)	$	-
3. LTF-Contracted Transit Service (PUC 99400c: Article 8c)	$	5,242.00
4. LTF-Capital Reserve Contribution (CCR 6648)	$	-
5. LTF-Capital for contracted transit service (PUC 99400e; Article 8e)	$	-
6. TOTAL LTF CLAIM (P1+P2+P3+P4+P5)	$	5,242.00
Q. FY 2015/16 STAF CLAIMS:		
1. STAF-Operations (CCR 6730a)	$	-
2. STAF-Capital (CCR 6730b)	$	-
3. STAF-Community Transit Services (CCR 6730d) / CTSA	$	-
4. STAF-Contracted Service (CCR 6731b)	$	7,135.00
5. TOTAL STF CLAIM (Q1+Q2+Q3+Q4)	$	7,135.00
R. TOTAL 2015/16 TRANSIT CLAIMS (P6 + Q5)	**$**	**12,377.00**

Part 3 of 4

ESTIMATED STREETS AND ROADS TDA EXPENDITURES FOR FISCAL YEAR 2014/15

I. FY 2014/15 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover from prior fiscal year (Actual Unexpended Prior Year TDA Streets And Roads Cash Receipts Held in Claimant's Treasury as of June 30, 2014. From TDA Fiscal Audits)	$ -
B. FY 2014/15 TDA Cash Receipts from LTF trust fund for streets and roads purposes (PUC 99400a).	$ 93,091.00
C. Interest Earned on claimant TDA streets and roads cash balances through June 30, 2015.	$ -
D. Total FY 2014/15 Available TDA Street and Road Resources. (A+B+C)	$ 93,091.00
II. FY 2014/15 TDA STREET AND ROAD EXPENDITURES	
E. Administration and Engineering	$ 23,383.00
F. Maintenance	$ 67,428.00
G. Construction	$ -
H. Equipment	$ 2,280.00
I. Other	$ -
J. TOTAL FY 2014/15 EXPENDITURES (E+F+G+H+I)	$ 93,091.00
K. Estimated Carryover of TDA Street and Road Revenues at JUNE 30, 2015 (D-J)	**$ -**

Part 4 of 4

STREETS AND ROADS TDA BUDGET FOR FISCAL YEAR 2015/16

I. FY 2015/16 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover as of June 30, 2015 (From Part 3, Line K.)	**$ -**
B. 2015/16 TDA Funds Available For Streets And Roads	
1. FY 2015/16 LTF Total Apportionment (From PCTPA)	$ 115,321.00
2. FY 2015/16 LTF Transit Claim (From Part 2, Line P6)	$ 5,242.00
3. Balance of 2015/16 LTF Apportionment (B1-B2)	$ 110,079.00
4. FY 2015/16 LTF Apportionment To be Claimed for Streets and Roads Purposes Pursuant to PUC 99400a. (Can Not Exceed Line B3)	$ -
C. FY 2015/16 Estimated Interest Earned on TDA Cash Balances through June 30, 2016.	$ -
D. Total Estimated FY 2015/16 Available TDA Resources. (A+B4+C)	$ 110,079.00

II. FY 2015/16 ESTIMATED EXPENDITURES	
H. Administration and Engineering	$ 25,000.00
I. Maintenance	$ 70,000.00
J. Construction	$ -
K. Equipment	$ 5,079.00
L. Other	$ 10,000.00
M. Other	$ -
N. Total FY 2015/16 Estimated Expenditures (H+I+J+K+L+M)	$ 110,079.00
O. Estimated Carryover as of June 30, 2016 (D-N)	**$ -**

Amended.

CLAIM FOR LOCAL TRANSPORTATION FUNDS
TRANSIT PURPOSES

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Colfax

ADDRESS: PO Box 702 / 33 S. Main Street
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen

Phone: 530-346-2313 Email: lvangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2015/2016, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

P.U.C. 99260a, Article 4, Transit Operations/Capital:	$
P.U.C. 99275, Article 4.5, Community Transit Services:	$
P.U.C. 99400c, Article 8c, Contracted Transit Services:	$ 5,242
C.C.R. 6648, Capital Reserve:	$
P.U.C. 99400e, Article 8e, Capital for Contracted Services:	$

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant.

APPROVED:

PLACER COUNTY TRANSPORTATION PLANNING AGENCY BOARD OF DIRECTORS	APPLICANT
BY: _____ (signature)	BY: _____ (signature)
TITLE: _____	TITLE: City Manager
DATE: _____	DATE: Aug 11, 2016

Amended

CLAIM FOR LOCAL TRANSPORTATION FUNDS

STREETS & ROADS PURPOSES

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Colfax

ADDRESS: PO Box 702 / 33 S. Main St
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen

Phone: 530-346-2313 Email: lvangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2015/2016, for street and road purposes (P.U.C. 99400a) in the amount of $ 110,079 to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant.

APPROVED:

PLACER COUNTY TRANSPORTATION PLANNING AGENCY BOARD OF DIRECTORS	APPLICANT
BY: _____ (signature)	BY: _____ (signature)
TITLE: _____	TITLE: City Manager
DATE: _____	DATE: Aug 11, 2016

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Colfax

ADDRESS: PO Box 702
Colfax, CA 95716

CONTACT PERSON: Laurie Van Groningen

Phone: 530-346-2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of $ 7,135 for Fiscal Year 2015/2016, to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer.

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

APPROVED:

PLACER COUNTY TRANSPORTATION PLANNING AGENCY BOARD OF DIRECTORS	APPLICANT
BY: _____ (signature)	BY: _____ (signature)
TITLE: _____	TITLE: City Manager
DATE: _____	DATE: August 11, 2016

TDA ANNUAL PROJECT AND FINANCIAL PLAN

This form will show the planned expenditures of all TDA funds claimed for the fiscal year in addition to any TDA funds carried over from previous years. Briefly describe all operational, capital and/or streets and roads projects which will be funded by TDA moneys. **Please show BOTH prior year TDA funds (if any) and current year TDA funds to be used**, provide the total cost of each project, and indicate all other sources of funding associated with each project. For capital projects, the projects listed and their associated costs and funding sources should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) listed below should balance for each project. See attached sample plan for additional guidance.

Claimant: City of Colfax

Fiscal Year: 2015/2016

Brief Project Description	Project Cost	Source of Funding & Amount
Public Transit with Placer County	$12,377 Placer County Transit Services 1/2 of contract - Placer County gets FTA3511	STA Transit (estimate) $ 7,135 LTF Transit $5,242 Total $12,377
TDA Streets and Roads - Roadway maintenance, construction and related equipment	Streets & Roads $149,460 Adopted budget for fiscal year 2015-2016	LTF $110,079 Gas Taxes $39,381 Total $149,460

City of Colfax
City Council

Resolution № 34-2016

AMENDING CLAIMS TO THE PLACER COUNTY TRANSPORTATION PLANNING AGENCY FOR THE CITY OF COLFAX'S ARTICLE 8 LOCAL TRANSPORTATION FUNDS FOR FISCAL YEAR 2015-2016 AND SUBMITTING THE CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

WHEREAS, Title 21, Chapter 3 of the California Administrative Code establishes procedures for applying for Local Transportation Funds; and

WHEREAS, the Placer County Transportation Planning Agency is authorized to receive and approve all claims for Local Transportation Funds

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 authorized to submit claims to the Placer County Transportation Planning Agency for the City of Colfax's Article 8 Local Transportation Funds and State Transit Assistance Funds as follows:.
   - Amended Local Transportation Funds In The Amount Of $110,079 For Streets And Roads Purposes (Article 8 – Section 99400 Of The California Public Utilities Code)
   - Amended Local Transporation Funds Of $5,242 For Transit Services (Article 8c, Section 99400C Of The California Public Utilites Code).
   - State Transit Assistance Funds in the amount of $7,135 for Contracted Transit Services (Section 99313 of the California Public Utilities Code, Chapter 4, Article 6.5)

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED, at a regular meeting of the City Council of the City of Colfax held on the 10th Day of August 2016 by the City Council of the City of Colfax by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 12, 2015 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED By: Staff
SUBJECT: Grand Jury Report Response – Code Enforcement Policy

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Approve response to Grand Jury projecting adoption of a code enforcement policy in the Fall of 2016.

BACKGROUND AND DISCUSSION:

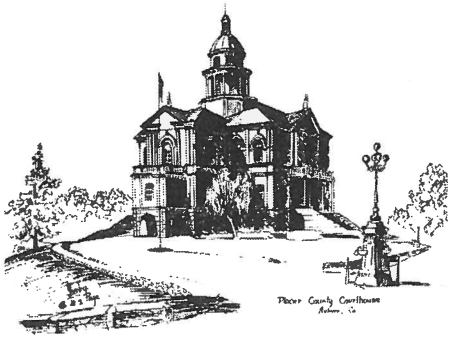
The 2015-2016 Placer County Grand Jury reviewed the operational policies of several jurisdictions within Placer County with the intent of determining if the policies for code enforcement were in place to respond to the complaints of citizens and if the systems were in place to track the status of complaints from initiation to resolution while informing citizens of the status of their complaint. Although the Colfax Municipal Code contains a detailed definition and process for abatement of nuisances the City does not have internal written code enforcement procedures. The Grand Jury issued two recommendations for the City of Colfax to address:

- Define code enforcement procedures, including a tracking system, in a formal written document
- Ensure that the written procedures include measures to keep complainants informed about the resolution to their complaint.

Staff is developing a code enforcement policy which will be brought to Council for approval in Fall, 2016. As mentioned in the Grand Jury report, the City has implemented the Mobile 311 program which allows citizens notification of the status of their complaints.

ATTACHMENTS:

1. Placer County Grand Jury Report: Incorporated Cities Code Enforcement Policies
2. Colfax Response Form to be submitted to the Grand Jury



PLACER COUNTY GRAND JURY

Incorporated Cities
Code Enforcement Policies

A Review of Policies and Procedures

June 23, 2016

Incorporated Cities Code Enforcement Policies

A Review of Policies and Procedures

Summary

The 2015-2016 Placer County Grand Jury reviewed the policies and procedures regarding Code Enforcement for the six incorporated cities within Placer County. These include Auburn, Colfax, Lincoln, Loomis, Rocklin and Roseville. The Grand Jury met with various managers, clerks and Code Enforcement Officers from these cities to ascertain their local policies and procedures. The intent of the investigation was to determine if the cities had policies and procedures in place to respond to the complaints of their citizens. Additionally, the Grand Jury wanted to determine if these cities had systems in place to track the status of complaints from initiation to resolution. Furthermore, the Grand Jury decided to ascertain if complainants were kept informed of the status and resolution of their complaint.

The Grand Jury found there were some common attributes shared by the best managed programs, including defined policies, written procedures and a tracking system. Most cities had code enforcement policies defined in their Municipal Code. However, four cities lacked written documentation of their procedures to deal with citizens' complaints. Also the ability to track complaints from initiation through resolution was deficient for four of the six cities investigated.

This report contains specific recommendations that the Grand Jury believes will help the cities address the deficiencies in their code enforcement practices and improve communication with their citizens.

Background

The incorporated cities in Placer County have enacted a variety of municipal and zoning codes to promote the health and safety of their citizens. In addition, the codes strive to improve or maintain property aesthetics and values within the cities. These codes cover a variety of nuisance issues such as, but not limited to:

- Improperly maintained private property
- Graffiti on private property
- Illegal dumping of garbage
- Illegal signs
- Excessive noise

The Grand Jury undertook this investigation to determine if each of the cities has appropriate policies and procedures in place and to determine if these policies address the needs of their citizens.

Investigation Methods

In preparing this report, the Grand Jury utilized a variety of investigation methods for each of the cities. These included:

- Interviews of city employees.
- Review of code enforcement documentation available on each of the city's web pages.
- Review of each city's Municipal Code.
- Review of written policies and procedures, including tracking logs, where available.

Two members of the Grand Jury were recused to avoid any conflict of interest and the appearance of bias.

General Findings

During the course of this investigation the Grand Jury found that cities where the code enforcement process was running efficiently shared some common attributes. Based on the Grand Jury's investigation, a well-developed code enforcement program should include the following program elements:

- A defined process codified in the city's Municipal Code.
- A written procedural document that describes the life cycle of a code enforcement complaint from initiation through resolution.
- A tracking system that allows personnel to track the status of any complaint.
- Code enforcement personnel keep the complainant informed of the receipt, referral to other agencies and final resolution to their complaint.
- Have multiple ways to register a complaint (i.e. through website, by phone or by written complaint).

The Grand Jury also recognized that the size of the city may affect the resources available for the code enforcement program. However, based on a city's available resources, there is a range of options for implementing these elements.

General Conclusion

To ensure that enforcement and resolution actions are applied equitably, each city should have policies and procedures that guide the code enforcement personnel in administering their enforcement program. The Grand Jury believes that a method of tracking complaints from beginning to resolution should be included in the procedures.

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City of Roseville ..... Page 137

City of Auburn

Facts

- The City of Auburn's Municipal Code is available on the city's website. It contains a detailed definition and process for abatement of nuisances.
- Auburn has written guidelines (procedures) for their code enforcement.
- Auburn has a detailed tracking log of complaints and their resolution.
- Code enforcement is handled by one certified Code Enforcement Officer for a population of approximately 14,000 citizens.
- Complaints can be initiated by e-mail, phone or through the City's website.
- Complaint form is available on the City's website.
- Complainant is not notified of the complaint resolution unless they request to be informed.

Findings

The Grand Jury found that:

F1. Auburn has a defined process in the Municipal Code for handling code enforcement complaints.

F2. Auburn has a written document defining their code enforcement procedures, which includes a method for tracking complaints through resolution.

F3. Auburn has multiple methods for a citizen to lodge a complaint.

F4. Auburn's procedure does not include following up with the complainant regarding the resolution.

Conclusion

With the exception of the recommendation noted below, the Grand Jury's review of Auburn's code enforcement policy and procedures found that they are adequate.

Recommendations

The Grand Jury recommends that:

R1. Auburn revise their code enforcement procedures to include measures to keep complainants informed about the resolution to their complaint.

Request for Responses

	Recommendations Requiring Response	Response Due Date
Mr. Tim Rundel Auburn City Manager 1225 Lincoln Way Auburn, CA 95603	**R1**	**August 31, 2016**

Copies sent to:

Dr. William Kirby
Mayor, City of Auburn
1225 Lincoln Way
Auburn, CA 95603

Ms. Bernie Schroeder
Director, Planning & Public Works
1225 Lincoln Way
Auburn, CA 95603

Ms. Jennifer Solomon
Code Enforcement Officer
1225 Lincoln Way
Auburn, CA 95603

City of Colfax

Facts

- The City of Colfax's Municipal Code is available on the city's website. It contains a detailed definition and process for abatement of nuisances.
- Colfax has no internal written code enforcement procedures.
- The person who takes complaints at City Hall is knowledgeable about the process for filing a complaint.
- Colfax has one part-time contracted code enforcement inspector for a population of approximately 2,000 citizens.
- Complaints can be filed in person at City Hall or if that is inconvenient, they will take the complaint over the phone.
- Currently, Colfax utilizes a manual system to track code enforcement complaints.
- Colfax is in the first stage of implementing Mobil311, a new web-based citizen reporting and record keeping system. Once fully implemented, citizens will receive a status update if they enter their contact information.
- Currently, citizens are only notified of the resolution of the issue if they request a response.

Findings

F5. Colfax has a defined process in the Municipal Code for handling code enforcement complaints.

F6. Colfax has informal procedures for tracking and dealing with code enforcement complaints. These procedures are not detailed in a written document.

F7. Colfax has multiple methods for a citizen to lodge a complaint.

F8. Colfax does not have a formal procedure to notify complainant of resolution.

F9. At the time of this report, Colfax is implementing a web-based citizen reporting system.

Conclusion

The Grand Jury's investigation found that the City of Colfax's code enforcement process is defined in the Municipal Code. However, the lack of a written document defining their procedures for managing complaints needs to be addressed. Additionally, their method of communication with the complainant needs to be improved.

Recommendations

The Grand Jury recommends that:

R2. Colfax define their code enforcement procedures, including their tracking system, in a formal written document.

R3. The written procedures, in R2, include measures to keep complainants informed about the resolution to their complaint.

Request for Responses

	Recommendations Requiring Response	Response Due Date
Mr. Mark Miller Colfax City Manager PO Box 702 Colfax, CA 95713	**R2, R3**	**August 31, 2016**

Copies sent to:

Mr. Tom Parnham
Mayor, City of Colfax
PO Box 702
Colfax, CA 95713

Mr. Wes Heathcock
Director, Community Services
PO Box 702
Colfax, CA 95713

City of Lincoln

Facts

- The City of Lincoln's Municipal Code is available on the city's website. It contains a detailed definition and process for abatement of nuisances.
- Lincoln has no formal written code enforcement procedures. There is an informal bullet list of procedural steps for the code enforcement officer to follow.
- The staff demonstrated knowledge about procedures to follow. However, those procedures are not well documented.
- Code enforcement is handled by one full-time code enforcement officer for a population of approximately 45,000 citizens. A second part-time, temporary position was in place to handle sign complaints related to a new ordinance, but the position was eliminated in January 2016.
- Lincoln has a tracking log that tracks the type of nuisance and status of abatement.
- Code violations can be reported on-line. System generates an e-mail to the appropriate department.
- Most complaints are lodged through a phone call.
- A complaint form is available at the City Hall front desk, but the clerk will also take complaints by phone or e-mail.
- Complainant is not notified of resolution unless they request it or call to inquire about the disposition.

Findings

The Grand Jury found that:

F10. Lincoln has a defined process in the Municipal Code for handling code enforcement complaints.

F11. Lincoln utilizes an informal bullet list as their guidelines for dealing with code enforcement complaints.

F12. Lincoln tracks complaints and actions in a spreadsheet, however it was not being kept current.

F13. Lincoln has multiple methods for a citizen to lodge a complaint.

F14. Lincoln does not have a formal procedure to notify complainant of resolution.

Conclusion

The Grand Jury's investigation found that the City of Lincoln's code enforcement process is defined in the Municipal Code. However, the lack of a formal written document defining their procedures for managing complaints needs to be addressed. Additionally, their method of communication with the complainant needs to be improved.

Recommendations

The Grand Jury recommends that:

R4. Lincoln expand their informal bullet list to a formal written document that defines their code enforcement and their tracking log procedures.

R5. Lincoln ensure that their written procedures address a process to keep the tracking log current.

R6. The written code enforcement procedures include measures to keep complainant informed about the resolution to their complaint.

Request for Responses

	Recommendations Requiring Response	Response Due Date
Mr. Matthew Brower Lincoln City Manager 600 Sixth Street Lincoln, CA 95648	**R4, R5, R6**	**August 31, 2016**

Copies sent to:

Mr. Spencer Short
Mayor, City of Lincoln
600 Sixth Street
Lincoln, CA 95648

Mr. Mathew Wheeler
Director, Community Development
600 Sixth Street
Lincoln, CA 95648

Ms. Mary Bushnell
Code Enforcement Officer 2
600 Sixth Street
Lincoln, CA 95648

Town of Loomis

Facts

- The Municipal Code for the Town of Loomis is available on the city's website. It contains a detailed definition and process for abatement of nuisances.
- Loomis has no internal written code enforcement procedures.
- Code enforcement is handled as one part of the Town Clerk's duties for a population of approximately 6,700 citizens.
- The staff demonstrated knowledge about procedures to follow, but the procedures are not documented.
- A tracking log is manually kept in a binder.
- Currently, there are no on-line directions on how to file a complaint.
- On-line reporting of nuisances is under development on the Town's website.
- Complaints are received by phone or in person.
- Complainants will receive a status update if they call in to request one.

Findings

The Grand Jury found that:

F15. Loomis has a defined process in the Municipal Code for handling code enforcement complaints.

F16. Loomis has informal procedures for dealing with code enforcement complaints, but they are not detailed in a written document.

F17. At this time residents of Loomis are limited to filing their complaint over the phone or in person at City Hall.

F18. The Town of Loomis website does not explain how to file a complaint while the new system is under development.

F19. Loomis does not have a formal procedure to notify complainant of resolution.

Conclusion

The Grand Jury's investigation found that the Town of Loomis's code enforcement process is defined in the Municipal Code. However, at the time of the investigation, there were some deficiencies in their procedures and complaint process. The deficiencies are the lack of a written procedure for managing complaints and for keeping complainants apprised of the resolution. Also, information on the website does not explain to a citizen how to file a complaint.

Recommendations

The Grand Jury recommends that:

R6. Loomis define their code enforcement procedures, including their tracking system, in a formal written document.

R7. The written code enforcement procedures include measures to keep complainant informed about the resolution to their complaint.

R8. Loomis include information on the website regarding how a citizen can file a complaint to report code violations.

Request for Responses	Recommendations Requiring Response	Response Due Date
Mr. Rick Angelocci Loomis Town Manager 3665 Taylor Road Loomis, CA 95650	**R6, R7, R8**	**August 31, 2016**

Copies sent to:

Mr. Brian Baker
Mayor, Town of Loomis
3665 Taylor Road
Loomis, CA 95650

Ms. Crickett Strock
Loomis Town Clerk
3665 Taylor Road
Loomis, CA 95650

Ms. Carol Parker
Loomis Administrative Clerk
3665 Taylor Road
Loomis, CA 95650

City of Rocklin

Facts

- The City of Rocklin's Municipal Code is available on the city's website. It contains a detailed definition and process for abatement of nuisances.
- Rocklin has one certified code enforcement officer and a part-time administrative assistant for a population of approximately 60,000 citizens.
- Rocklin has no internal written code enforcement procedures.
- Rocklin has a computer-based tracking log.
- Complaints can be filed on a pre-printed form, by phone, by e-mail or through an on-line application.
- Rocklin does not follow-up with complainant unless requested. However, if the complaint is submitted through the website, the complainant can log in to see the resolution.

Findings

The Grand Jury found that:

F20. Rocklin has a defined process and tracking system for handling code enforcement complaints.

F21. Rocklin has informal procedures for dealing with code enforcement complaints, but they are not detailed in a written document.

F22. Rocklin has multiple methods for a citizen to lodge a complaint.

F23. Rocklin does not have a procedure to notify complainant of the resolution to their complaint.

Conclusion

The Grand Jury's investigation found that the City of Rocklin's code enforcement process is defined in the Municipal Code. However, the lack of a written document defining their procedures for managing complaints needs to be addressed. Additionally, their method of communication with the complainant needs to be improved for consistency.

Recommendations

The Grand Jury recommends:

R9. Rocklin define their code enforcement procedures, including their tracking system, in a formal written document.

R10. The written code enforcement procedures, in R9, include measures to keep complainant informed on the resolution to their complaint.

Request for Responses

	Recommendations Requiring Response	Response Due Date
Mr. Ricky A. Horst Rocklin City Manager 3970 Rocklin Road Rocklin, CA, 95677	**R9, R10**	**August 31, 2016**

Copies sent to:

Mr. Greg Janda
Mayor, City of Rocklin
3970 Rocklin Road
Rocklin, CA, 95677

Mr. Mark Mondell
Director, Economic & Community Development
3970 Rocklin Road
Rocklin, CA, 95677

Ms. Sarah Novo
Code Enforcement Officer
3970 Rocklin Road
Rocklin, CA, 95677

City of Roseville

Facts

- The City of Roseville's Municipal Code is available on the city's website. It contains a detailed definition and process for abatement of nuisances.
- Code Enforcement policies and procedures are documented in writing.
- Roseville has a Senior Code Enforcement Inspector with a staff of four people for a population of 128,000 citizens: one full-time Code Enforcement Inspector, two building code inspectors who work approximately 50% of the time on code enforcement, and one part-time inspector who works weekends on sign enforcement.
- Roseville is using Accela,[1] an internal computer-based program, to track the status of complaints from initial contact to resolution.
- This system tracks which agency (police, fire, building, etc.) the complaint was delegated to and also tracks that agency's status on the complaint.
- This system tracks all follow-up contacts with the complainants.

Findings

The Grand Jury found that:

F24. Roseville has a very good process in place to manage code enforcement complaints, including a tracking system.

F25. Roseville has an exceptional computer-based system to support code enforcement activities and accountability.

F26. Roseville keeps complainant informed regarding the status of their complaint.

---

[1] Accela is an enterprise software solution with numerous preconfigured packages for private business and government organizations to manage core applications such as land management, licensing, asset management, and public health and safety data. Accela can be modified and tailored for the specific requirements of the agency and allows for public access to some functions. Other county governments utilize the Accela platform to track and resolve code enforcement complaints.

Conclusion

The Grand Jury found that the City of Roseville has well-defined and documented code enforcement procedures. Their computer-based program tracks complaints from initiation through resolution and assures each department is accountable for resolving the complaint and closing out the issue. Procedures require follow-up contact with the complainants regarding on-going status and final resolution.

Recommendations

The Grand Jury has no recommendations for City of Roseville.

Request for Responses

	Recommendations Requiring Response	Response Due Date
Mr. Ray Kerridge Roseville City Manager 311 Vernon St. Roseville, CA 95678	**No response is required.**	

Copies sent to:

Ms. Carol Garcia
Mayor, City of Roseville
311 Vernon St.
Roseville, CA 9567

Mr. Kevin Payne
Director of Development Services
311 Vernon St.
Roseville, CA 9567

Mr. Paul Camilleri
Sr. Code Enforcement Inspector
311 Vernon St.
Roseville, CA 9567

Response to Grand Jury Report Form

Report Title: Incorporated Cities Code Enforcement Policies

Report Date: June 23, 2016

Response By: John Schempf **Title:** City Manager, City of Colfax

FINDINGS

- I (we) agree with the findings, numbered: *R2, R3* _____.
- I (we) disagree wholly or partially with the findings, numbered: _____.

  (Describe here or attach a statement specifying any portions of the findings that are disputed or not applicable; include an explanation of the reasons therefore.)

RECOMMENDATIONS

- Recommendations numbered _____ _____ have been implemented.
- Recommendations numbered *R2, R3* have not yet been implemented, but will be implemented in the future.

  The City Council of the City of Colfax will review the new policies in the Fall of 2016.
- Recommendations numbered _____ require further analysis.

  (Describe here or attach an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or director of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six (6) months from the date of publication of the grand jury report.)
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.

  (Describe here or attach an explanation.)

Date: _____ **Signed:** _____

Number of pages attached _____.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: August 03, 2016
SUBJECT: League of California Cities Delegate - 2016

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Appoint the City Manager to serve as the voting delegate for the City of Colfax at the League of California Cities Conference in October 2016

BACKGROUND AND ANALYSIS:

The City of Colfax has greatly benefitted from its association with the League of California Cities. Attendance at the League's Annual conference has proven to be a worthwhile investment for council members and staff with timely topics and quality content for gaining knowledge to help the City thrive as well as excellent networking opportunities. The League serves as a valuable resource for Cities and as a lobbying entity to promote policies on the state level which protects the autonomy of Cities. An important portion of the Annual Conference allows Cities to weigh-in on legislative priorities in the Annual Business Meeting. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and submit the voting delegate form to the League.

The City Manager plans to attend the conference in Long Beach from October 5-7 and represent the City. With Council's approval, the City Clerk will complete the paperwork to designate Mr. Schempf as the Voting Delegate for the League Conference.

ATTACHMENT:
1. Voting Delegate Letter to Mayors, City Managers, and City Clerks

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY:_____

2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name:_____

Title:_____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk_____ Phone: _____
(circle one) (signature)
Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: Travis Berry, Technical Services Manager
DATE: July 15, 2016
SUBJECT: **Wastewater Treatment Plant Electric Maintenance Vehicle**

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $12,894.04**	**FROM FUND: 560**

RECOMMENDED ACTION: Adopt Resolution 35-2016 authorizing the City Manager to execute a purchase agreement with Nick's Custom Golf Cars for an electric Carryall 500 E vehicle for maintenance use at the wastewater treatment facility.

BACKGROUND AND DISCUSSION

The 2000 Chevrolet Silverado 1500 pickup truck used by wastewater personnel for maintenance of the facility has been used beyond its useful life and is in a state of disrepair. Instead of replacing the vehicle with another pickup truck, staff recommends the purchase of a vehicle better suited for maintenance of the facility. In addition to being better suited for the tasks required, the proposed vehicle is less than half the cost of a new pickup truck.

Staff proposes the purchase of a Carryall 500 E electric vehicle for use as a maintenance vehicle at the wastewater treatment facility. The facility resides on a 72 acre parcel and all equipment is inspected daily for proper operation. Starting and stopping a gas pickup truck many times a day causes excessive wear and tear. An electric vehicle is much better suited for this application. The proposed vehicle is also substantially smaller than a pickup truck, allowing motorized access to portions of the facility not currently accessible via pickup truck.

With a 1,200 lb rated payload, 1,200 lb rated towing capacity, and optional VersAttach system, the proposed vehicle will be able to carry many tools, move heavy pumps and motors, and transport wastewater personnel more efficiently with zero emissions.

FINANCIAL IMPLICATIONS

$16,000 has been budgeted for this vehicle in the 2016-2017 FY Budget. Staff has registered the City of Colfax for the U.S. Communities Government Purchasing Cooperative (www.uscommunities.org) and has received a 20 percent discount on the purchase price of the vehicle.

Attachments:

1. Resolution № 35-2016
2. Carryall Brochure
3. Carryall 500 Brochure
4. Carryall 500 E Quote

City of Colfax
City Council

Resolution № 35-2016

AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH NICK'S CUSTOM GOLF CARS FOR AN ELECTRIC CARRYALL 500 E VEHICLE FOR MAINTENANCE USE AT THE WASTEWATER TREATMENT FACILITY

WHEREAS, the current vehicle used at the wastewater treatment facility is in disrepair and beyond its useful life; and

WHEREAS, on June 8, 2016 the City Council of the City of Colfax adopted the 2016-2017 and 2017-2018 Budget which included funding for a replacement vehicle; and

WHEREAS, City staff has solicited quotes for an electric vehicle which will be more efficient and cost effective for maintenance use and received the lowest bid from Nick's Custom Golf Cars in an amount well below the budgeted allotment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to execute a purchase agreement with Nick's Custom Golf Cars in an amount not to exceed $13,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 10th day of August, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

Club Car®

GOLF, UTILITY & TRANSPORT VEHICLES

U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

1,000 JOBS. ONLY ONE
CARRYALL

Ingersoll Rand

U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

Hassle-Free Solutions

Contract No.: **EV2024-02**

Lead Public Agency: **City of Kansas City, Mo.**

Contract terms: **January 1, 2015 – December 31, 2017 with two one-year renewal options.**

Club Car is proud to partner with U.S. Communities to make it easy for government entities, colleges, universities and non-profit organizations to purchase utility, turf utility, transport, mobile merchandising, street-legal low speed vehicles (LSVs) and golf cars.

Our portfolio includes more than 50 models and configurations of gasoline, electric and diesel vehicles engineered for durability, performance and sustainability. To learn more about our lineup, visit uscommunities.org/suppliers/club-car.

Club Car utility & transport vehicles improve reliability and versatility with:

- A 4-year battery, 3-year/3,000-hour powertrain, 2-year bumper-to-bumper limited warranty on most models
- VersAttach™, the industry's only integrated track-based bed attachment system with a selection of tool and equipment holders for fit-to-task versatility. *(Shown right)*
- EFI engine with hemispherical heads, capacitive discharge ignition and case-hardened steel timing chain on many models. This improves performance and fuel efficiency.
- Electric vehicles (except LSVs) feature programmable speeds and acceleration, plus regenerative braking. Ask your sales rep for details.
- Rustproof, corrosion-resistant aluminum frame, chassis and bed box
- Widest range of vehicles with electric, gasoline and diesel powertrains

A new and improved ROPS cab.

We have integrated our brand new cab into the Carryall's more automotive design for improved fit and finish, enhanced visibility and a wider range of options and accessories.

Strobe
Side Mirrors
Rear View Mirror
Soft Doors
Overhead Ventilation Console
Rear Slider Window
Front LED Work Lights
Rear LED Work Lights

[1] Rated power per SAE J1940. [2] Rated power per SAE J1349. [3] Rated power per SAE J1995. [1-3] Engine horsepower and torque specifications are provided by the engine manufacturer. Actual horsepower and torque in use may differ and are dependent on environmental conditions as well as maintenance condition of the engine. [4] 3/4-ton option. [5] High-capacity option. [6] There are no warranties, expressed or implied, contained herein. [7] Many vehicles shown through brochure are shown with optional equipment.

CCN 18040076 Rev 03/15

Club Car®
P.O. Box 204658
Augusta, GA 30917-4658
1.800.ClubCar
www.clubcar.com

ITEM 5A

Club Car®

CARRYALL 500

HARDWORKING HERO: JOB 335

Grounds Maverick. The Carryall 500's commanding but easy to maintain 14-hp rated Subaru engine with electronic fuel injection delivers a total vehicle capacity up to 3/4 ton. Enough capacity to tow pine straw and the tool necessary to make short work of your grounds maintenance. That's more muscle per mile . . . anyway you look at it.

HARDWORKING HERO: JOB 886

Early Bird Domination. The Carryall 500 works as hard as you do. Scratch that. Harder. Its ready before you are, carries up to 1200 lb (544.3 kg) at a time, and resists rusting and corrosion with its all aluminum chassis. And it never says I need a lunch break.

1.800.ClubCar www.clubcardealer.com/HardworkingHero

A THOUSAND JOBS. ONLY ONE

CARRYALL

Club Car

CARRYALL 500

VERSATILITY & RELIABILITY

Payload. Total vehicle capacity of up to 1200 lb. (544.3 kg)

Best-in-class EFI powertrain: The vehicle's 14-hp rated Subaru overhead cam engine with electronic fuel injection improves fuel efficiency as much as 50 percent. It also has a filter-less oil system, an optional limited slip differential for improved traction, and a side fuel tank. Beat that!

Improved charging. The industry's only standard on-board high-efficiency charger with cord retractor. This new system operates on voltages around the globe, and tolerates voltage swings that would shut down lesser chargers.

More durable than steel. Carryalls are built on Club Car's exclusive lightweight, rustproof, air-craft-grade aluminum frame that's designed to be stronger than steel. Unlike competitive steel frames, it resists corrosion and retains resale value.

Fit-to-task utility. A one-of-a-kind bed box with an integrated track-based attachment system, optional tool holders, bed dividers and cargo tie downs increases versatility and saves floor space. So you can do more with less.

Improved ergonomics. Cockpit style interiors with restyled hip restraints make the vehicles easier to enter and exit. And an ergonomic dash puts the key switch, shifter and gauges at the driver's fingertips.

The best warranty in the industry. The industries longest standard battery, powertrain and bumper to bumper warranty.

CATEGORY	ELECTRIC	GASOLINE
Engine/Motor Type	48V DC	Subaru, 4-cycle
Controller	500 Amp - Solid State	
Displacement		404 cc
Cylinders		Single
Valving		Overhead Cam
Cooling		Air Cooled
Horsepower (Rated)	3.7 hp (2.7kW) rated, Peak 20 hp (14.9 kW)	14.0 hp (10.3 kW) rated @ 3600 RPM per SAE J1940
Max Torque	71 ft-lb (96.2 N-m) rated @ 1450 rpm	19.91 ft lb (27.0 N-m) rated @ 2400 RPM
Lubrication		Splash lubrication
Governor		Ground Speed
Transmission	Direct drive, double reduction helical gear	Continuously Variable Transmission (CVT)
Gear Selection	Forward/Neutral/Reverse	
Gear Ratio	12.32:1	11.47:1 forward; 15.63:1 reverse
Ignition		Electronic
Battery	Eight (8) - 6 V Flooded Lead Acid	12V 500 CCA 105min Reserve
Charger	DeltaQ QuiQ (1KW High Frequency)	
Headlights	Two 37.5 Watt Halogen	
Fuel Delivery System		Electronic Fuel Injection (EFI)
Capacity		4.6 gal (17.4L)
Steering Mechanism	Self-adjusting Rack and Pinion	
Suspension (Front)	Independent leaf spring with dual hydraulic shocks	
Suspension (Rear)	Independent leaf spring with dual hydraulic shocks	
Brakes	Rear Wheel/4-wheel Mechanical Drum	
Park Brake	Foot Operated, Multi-lock	
Body (Front & Finish)	ArmorFlex with automotive paint/clearcoat	
Body (Rear)	Aluminum	
Tires (Front)	20 x 10-10, 6-ply	
Tires (Rear)	20 x 10-10, 6-ply	
Wheelbase	78.1 in (198.3 cm)	
Overall Height	47.1 in (119.6 cm)	
Overall Length	118 in (299.7cm)	
Bed L x W x H (Cargo Box)	46.3 x 49.8 x 10.5 in (117.6 x 126.5 x 26.7cm)	
Ground Clearance (Differential)	5.6 in (14.2 cm)	5.2 in (13.2 cm)
Track Width (Front)	36.6 in (92.9 cm)	
Track Width (Rear)	39.5 in (100.3 cm)	
Max Width (w/o Mirrors)	50.3 in (127.7cm)	
Total Vehicle Capacity	1200 lb (544.3 kg)	
Bed Load Capacity	800 lb (362.8 kg)	
Towing Capacity	1200 lb (544.3 kg)	
Combined Gross Vehicle Capacity	1200 lb (544.3 kg), 4-wheel brake 1500 lb (680.3 kg)	
Speed	15-17 mph (24-27 kph)	
Warranty	4 yr limited battery warranty 3 yr limited powertrain/frame 2 yr limited remaining vehicle	3 yr/3000 hr limited powertrain/frame 2 yr limited remaining vehicle

ACCESSORIES & OPTIONS

1. Vehicle Colors
2. Wheel Cover
3. Canopy
4. Brush Guard
5. Flatbed
6. Stakeside
7. Cargo Box (Front Cover)
8. Rear Receiver Hitch
9. Complete Cab
10. Range cab (Not Shown)

TITANIUM SILVER
WHITE
DARK GREY
GREEN
BRIGHT BLUE

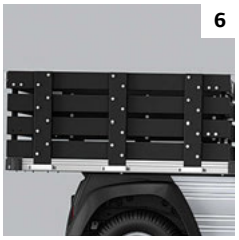
1

2

3

4

5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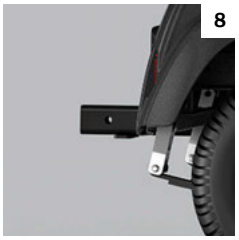
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Ingersoll Rand

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CCN 18040033 Rev 11/13

NICK'S CUSTOM GOLF CARS

GOLF, TURF & INDUSTRIAL VEHICLES

U.S. Communities Purchase Agreement #EV2024

3190 Park Road
Benicia, CA. 94510
707-747-5508 - Fax: 707-747-1870
Toll Free: 800-552-0606

4325 Dominguez Rd., Suite B
Rocklin CA 95677
916-625-9164 - Fax: 916-625-9209
Toll Free: 877-666-5864

QUOTE

GOLF & EQUIPMENT VEHICLE SALES INVOICE

www.NicksGolfCarts.com

Date July 13, 2016

Customer City of Colfax **Contact** Travis Berry

Address **City** Colfax **State/Zip** CA

I hereby agree to purchase from you under the terms and conditions specified, the following: **Tax District:** Placer

Year 2016 **Make** Club Car **Model** Carryall 500 E **Fax**

Serial # **Stock #** **Phone** (530) 368-7575

Color Dark Green **Trim** Beige Seats and Canopy (Super Pack) **Phone**

VIN# **Stall #** **E-Mail** travis.berry@colfax-CA.GOV

Special Instructions		Qty	Accessories and Optional Equipment	Retail Price	Contract Price
		1	New 2016 Club Car Carryall 500 E Vehicle-1040302-01	8999.00	7199.20
			Key Start		
		1	Superintendant Package - Electric (Pt# SUPT_PKG_500E)	2601.00	2080.80
		1	Led Headlights (105122702)	215.00	172.00
		1	Battery Capacity Indicator (105120204)	122.00	97.60
		1	HD DC/DDC Converter (105121003)	125.00	100.00
		1	Limited Slip Differential Upgrade (103976602)	390.00	312.00
		1	Extra Traction Front Tires (105078702)	0.00	0.00
		1	HD 2 inch Rear Reciever Hitch (102065101)	105.00	84.00
		1	Light Package (Head, Tail, Brake, Turn Horn) (105122803)	365.00	292.00
		1	Beige Seats (105064209)	108.00	86.40
		1	Hinged Windshield (105109101)	163.00	130.40
		1	5 Panel Mirror (105288801)	70.00	56.00
Referred by		1	VersAttach Tie Down (Pair) (105160901)	47.00	37.60
Date Promised	8-10 Weeks from Order	1	VersAttach Flex Grip Single Tool Holder (105161101)	75.00	60.00
Trade-In Information		1	VersAttach Multi-tool Holder (105160801)	79.00	63.20
Serial #					
Year/Make					
Stock #					
Color					

If time sale, contract balance to be paid according to installment sales contract as follows:

TERMS OF PURCHASE

P.O. No.

Pricing based on City of Kansas City / U.S. Communities Contract #EV2024-02.

4 Year Limited Battery; 3 Year Limited Powertrain;2 Year Limited Factory Warranty.

State Certified Small Business #41564

Cash Price Of Car		10771.20
Tax	7.500%	807.84
Local Delivery Charge		85.00
Dealer Prep		600.00
Incoming Freight		630.00
Total Cash Price		12894.04
Trade In	0.00	
Deposit	0.00	
Total Credit		0.00
Unpaid Balance		12894.04

THIS PROPOSAL IS SUBJECT TO CREDIT APPROVAL AND IS VALID FOR 30 DAYS

ACCEPTED BY Brian Giordano DATE July 15, 2016

EXECUTIVE

I certify that I am of legal age and hereby acknowledge receipt of a copy of this order.

X

PURCHASER'S SIGNATURE - **PRINTED**

NOTICE TO BUYER: Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement. (5) If car is not picked up within 10 days of sale we have the right to resell it without notice.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Amy Feagans, Planning Director
DATE: July 19, 2016
SUBJECT: Sierra Oaks Estates & Village Oaks Apartments CEQA Document Preparation – Contract for Professional Services

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $15,860**	**FROM FUND: Developer Funded**

RECOMMENDED ACTION: Authorize the City Manager to execute an agreement with The RCH Group for Sierra Oaks Estates & Village Oaks Apartments CEQA Document in an amount not to exceed $15,860.

BACKGROUND AND SUMMARY:

The City recently received a development application for a 34-lot tentative subdivision map (Sierra Oaks Estates) and a 76-unit apartment complex (Village Oaks Apartments) on a 34.7-acre parcel located on the south side of Iowa Hill Road at Grandview Road. As required by California Environmental Quality Agency (CEQA), an Initial Study must be prepared to determine the level of environmental impacts as a result of the proposed project. Because the City does not have the expertise in-house, it is appropriate to hire an outside consultant to prepare the document. Although the contract will be between the City and The RCH Group, the developer will be responsible for funding the entire cost of the Study.

The RCH Group has submitted the attached scope of work to complete the necessary work (Exhibit A to the attached resolution) in compliance with CEQA requirements.

PROJECT DESCRIPTION:

The attached scope of work outlines the specific tasks that will be undertaken the kickoff meeting with staff and the developer, preparation of the administrative draft Initial Study, circulation of the Study to appropriate public agencies, and preparation of the final memo and environmental document (Negative Declaration or Mitigated Negative Declaration) for final review as part of the development project.

FINANCIAL AND/OR POLICY IMPLICATIONS

The total cost for the report is anticipated to be $15,860 and is expected to take approximately three months to prepare. Funding for the project will be paid by the developer.

ATTACHMENTS:

1. Resolution 36-2016
2. Contract with The RCH Group

City of Colfax
City Council

Resolution № 36-2016

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE RCH GROUP FOR PREPARATION OF THE SIERRA OAKS ESTATES & VILLAGE OAKS APARTMENTS CEQA DOCUMENT IN AN AMOUNT NOT TO EXCEED $15,860

WHEREAS, the City of Colfax desires to have the environmental analysis prepared for the Sierra Oaks Estates &Village Oaks Development Project; and

WHEREAS, the City of Colfax has received a scope of work from The RCH Group to perform the requested service; and

WHEREAS, the scope of the services provided by The RCH Group includes the tasks necessary to prepare the environmental evaluation of the proposed development project,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to execute on behalf and in the name of the City of Colfax a professional services contract with The RCH Group for the preparation of the environmental documentation and evaluation as described in Exhibit A attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 10th day of August, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

Sierra Oaks Estates & Village Oaks Apartments Proposal for Consulting Services and CEQA Document Preparation

1 PROJECT UNDERSTANDING

Pinetop Properties, LLC proposes to develop two separate projects on two of the four parcels recently created on what was formerly known as APN 101-170-013, an undeveloped 34.7-acre site. Sierra Oaks Estates is a single-family residential neighborhood containing 34 home sites, and Village Oaks is a 76-unit apartment community. The construction and operation of Sierra Oaks Estates and Village Oaks is the "project," as defined by the California Environmental Quality Act (CEQA). The City of Colfax is the CEQA Lead Agency.

The 32.7-acre project site is located on the south side of Iowa Hill Road east of Interstate 80 and Canyon Way, and contains three residentially-zoned parcels ranging from 3.2 acres to 15 acres. The site fronts Iowa Hill Road which is a County-owned public road and Grandview Way, just east of the property, is a private road located in the County. The site is bordered by residential apartments to the northwest, commercial uses to the west/southwest, and rural residential uses to the north, east and south. The site is bordered by Placer County property on all sides except along the western boundary, which is within the Colfax city limits.

2 PROJECT APPROACH

2.1 GENERAL APPROACH

RCH's Managing Principal of Environmental Services, Paul Miller, will manage the project. Paul is an environmental professional with more than 25 years of experience in providing services and products to government agencies and private sector corporations. With a broad range of environmental skills, he has applied his background since 1986 to CEQA and NEPA and has been integral in the preparation of over 500 CEQA/NEPA environmental documents, including project manager for more than 18 major EIRs. Paul recently managed the Initial Study/ Mitigated Negative Declaration (IS/MND) for the Morgan Knolls Subdivision, a 61-unit single-family residential subdivision northeast of the intersection of PFE Road and Walerga Road in unincorporated Placer County. RCH prepared the IS/MND in-house and the project was approved in April 2015.

RCH has significant project experience in the Placer County area and has good working relationships with responsible agencies and other jurisdictions applicable to the proposed project such as the Placer County Air Pollution Control District (PCAPCD) and Placer County Water Authority (PCWA).

RCH will use its experience with CEQA and projects in Placer County in preparing a CEQA document for the project. An Initial Study will first be prepared for the project to provide the City of Colfax with the information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR) or

Mitigated Negative Declaration. The initial study will enable the Pinetop Properties, LLC and the City of Colfax to mitigate adverse impacts as a result of the project before an EIR is prepared, enabling the project to qualify for a Mitigated Negative Declaration. The Initial Study will use the Appendix G Checklist of the CEQA Guidelines and will contain responses for each checklist item (16 general categories of environmental impacts) and provide explanations for items with potential environmental impacts that need to have mitigation measures implemented. Based upon the project and RCH's experience with similar projects, a Mitigated Negative Declaration should be sufficient for CEQA compliance.

The analysis will identify any potentially significant impacts to air quality, greenhouse gas emissions, biological resources, geology/soils, and transportation/traffic and recommend feasible mitigation measures to reduce any these potential impacts.

2.2 Scope of Work

RCH proposes the following items for the Scope of Work.

Task 1: Kick-off Meeting

At the "kick-off" meeting with RCH and Pinetop Properties, LLC and the City of Colfax Planning Department. All parties will discuss the project components and confirm the impacts that will be addressed in the CEQA document.

Task 2: Prepare Administrative Draft Initial Study

RCH will prepare an Initial Study Checklist (CEQA Appendix G) to determine potential impacts. If no significant impacts are identified, or if mitigation measures can be identified for all potentially significant impacts and Pinetop Properties, LLC agrees to implement them, then the City of Colfax can circulate a proposed Negative Declaration or a Mitigated Negative Declaration. It is expected that the project would have minimal effects for many of the resource categories considered in the Initial Study Checklist. We have preliminarily identified the following issues for analysis in the Initial Study.

Areas that will need a thorough discussion include:

- Air Quality
- Greenhouse Gas Emissions
- Biological Resources
- Geology/Soils
- Transportation/Traffic
- Noise

Air Quality and Greenhouse Gas (GHG) Emissions

RCH will analyze potential air quality and GHG emissions impacts. Air quality and greenhouse gas emissions from construction and operation of the project will be quantified using the California Emissions Estimator Model (CalEEMod) Version 2013.2.2, a statewide land emissions computer model which provides an accurate and comprehensive tool for quantifying air quality and GHG emissions impacts from land use projects in California. The air quality and GHG emissions analysis will follow the guidelines in the PCAPCD's CEQA Air Quality Handbook and air quality and GHG emissions from the

project will be compared to PCAPCD thresholds of significance. Based upon the number of residences proposed by the project, operational emissions of air pollutants could potentially create significant environmental impacts (prior to mitigation, which may be a fee for criteria pollutant emissions or purchase of carbon credits).

Biological Resources
RCH will review the Biological and Wetlands Constraints Assessment for the project site conducted by Salix Consulting, Inc. (May 23, 2016) and the Initial Arborist Report and Tree Inventory Summary prepared by Sierra Nevada Arborists (October 12, 2015). The analysis will follow the recommendations and conclusions of Salix Consulting, Inc. and Sierra Nevada Arborists related to biological resources impacts and mitigation measures for potentially significant impacts. An updated report is underway and will be included in the environmental review.

Geology/Soils
RCH will review the Geotechnical Report for the project site conducted by ENGEO Inc. (May 26, 2006) and the Geotechnical Report Addendum (July 12, 2006). The analysis will follow the recommendations and conclusions of ENGEO Inc. for potential impacts to geologic resources and any recommended mitigation measures for potentially significant impacts. The City of Colfax's Hillside Development Guidelines will apply to the property because it contains slopes greater than 10 percent (the Guidelines also prohibit development on slopes greater than 30 percent).

Traffic and Transportation
RCH will review the Traffic Impact Analysis for the project conducted by KD Anderson & Associates Inc. (February 10, 2016). The analysis will include the recommendations and conclusions of KD Anderson & Associates, Inc. for transportation/traffic impacts, and mitigate potentially significant impacts.

Noise
RCH will conduct short-term noise measurements in locations around the perimeter of the project site to ensure land use noise compatibility. After initial review of the project site, land use noise compatibility should not be an issue because Interstate 80 is approximately 1,000 feet away from the project site and the railroad is even further away. The project will also have to comply with the Chapter 8.28 – Noise Standards in the City of Colfax Municipal Code.

Task 3: Prepare Public Draft Negative Declaration or MND

RCH will present a Draft Negative Declaration or MND to the City of Colfax. RCH will then respond to all City of Colfax comments and prepare a screencheck version, then a final version.

Task 4: Circulate CEQA Document

In coordination with the City, RCH will prepare a Notice of Intent (NOI) to adopt a Negative Declaration or Mitigated Negative Declaration according to CEQA Guidelines 15070. RCH will also prepare the Notice of Completion (NOC) for a Negative Declaration or Mitigation Negative Declaration for submittal to the State Clearinghouse. RCH will deliver 15 copies of the Negative Declaration or MND to the State Clearinghouse (SCH) for distribution to State agencies. RCH will prepare 30 hardcopies (total; inclusive of 15 copies for SCH) of the NOI and Initial Study for purposes of this circulation by the City. RCH will also provide an electronic version of the document for distribution by the City (including the City website).

Task 5: Final Memo for Draft Negative Declaration or MND

RCH will prepare a memo that summarizes key issues raised by comment letters on the proposed Negative Declaration or MND. RCH will prepare this so that it can be an attachment to any City of Colfax reports related to the project approval. The memo will include copies of the comment letters. Because the actual effort for this task is difficult to estimate RCH will condition this proposal with a limit of 16 hours of RCH staff time.

Task 6: Meetings

RCH's Project Manager (Paul Miller) will be in attendance at the kickoff meeting. RCH also assumes the following meetings as part of this SOW:

Two (2) meetings with City of Colfax to review/discuss the CEQA documents.

Task 7: Project Management

This task includes all project management tasks necessary for completion of the project, including, scheduling, budgeting, invoicing, and coordination.

3 RELEVANT EXPERIENCE

3.1 PROJECT MANAGER

Paul Miller, RCH's Managing Principal, will act as project manager. Paul is an environmental professional with more than 25 years of experience in providing services and products to government agencies and private sector corporations. His technical areas of expertise include CEQA project management and technical analyses in the areas of energy, integrated waste management, air quality, noise and hazardous materials. With a broad range of environmental skills, he has applied his background since 1986 to CEQA and NEPA and has been integral in the preparation of over 250 CEQA and NEPA environmental documents, including project manager for more than 18 major EIRs. He has been the project manager or a key team leader for five state agencies (California Public Utilities Commission (CPUC), California Energy Commission (CEC), CalRecycle, the former California Integrated Waste Management Board, and the State Water Resources Board, Central Valley Region) on projects of statewide importance.

3.2 PROJECT ASSOCIATES

RCH's Mike Ratte, Dan Jones, and Taylor Bollinger will assist in the preparation of the Initial Study. Brief bios are presented below.

Mike Ratte is a Senior Air Quality Scientist at RCH Group. Mike will conduct the air quality and greenhouse gas emissions portions of the CEQA document. Mike has been a practicing meteorologist and air quality specialist within the consulting business for 25 years. Mike's technical expertise includes NEPA/CEQA environmental planning, air emissions inventories, ambient air monitoring, atmospheric dispersion modeling, air quality permitting, health risk assessments, and climate change analyses. He has worked extensively for local, state, and federal agencies, as well as a wide array of commercial businesses and industries. His recent projects involved transportation facilities (airports, roadways, and

marine ports), land development (residential/commercial/institutional), landfills/composting, and mining/quarry operations. He is well versed in a wide array of air emission models including, EMFAC, OFFROAD, NONROAD, MOVES, CalEEMod, and AP-42; dispersion models such as AERMOD, EDMS, HARP, and CAL3QHC; with strong data management and ACCESS programming skills.

Dan Jones is an Environmental Services Associate at RCH Group. Dan will prepare many of the resource sections of the CEQA document and will assist in supporting project-related tasks. Dan has been integral in RCH's preparation of Mitigated Negative Declaration and EIRs in Placer County and throughout California. Dan's technical experience includes CEQA compliance, air quality, greenhouse gas emissions, health risk assessments, noise, and integrated waste management. Dan's technical noise experience includes short-term and long-term noise monitoring and traffic noise modeling. Dan is proficient in a variety of air emissions models including CalEEMod, California Air Resources Board's EMFAC and OFFROAD, and Sacramento Metropolitan Air Quality Management District's Road Construction Emissions Model. Dan also has technical experience working with dispersion modeling data and health risk assessments.

Taylor Bollinger works as a planner and graphics specialist for RCH Group, specializing in spatial analysis and development. His work at RCH as a planner has involved land development of housing communities, conceptualization of city redevelopment, and exposition visualization. In land development, he sketches preliminary ideas, and facilitates all progression through the projects. In his undertaking of conceptualization and visualization projects, he creates CADD plans, 3D working models and illustrative renderings to project solutions. He works on all phases of projects, and serves as a valuable team member in creating sensible solutions.

4 SCHEDULE

The following table shows RCH's proposed schedule for the CEQA review. The schedule is aggressive and based on a start date of July 20th. The schedule dates would shift directly in relation to any later start date.

Task	Duration (Calendar Days)	Start Date	Completion Date
Notice to Proceed	1	**7/20/2016**	**7/21/2016**
Task 1. Kick off Meeting	1	**8/11/2016**	**8/12/2016**
Task 2. Prepare Administrative Draft Initial Study	30	**8/13/2016**	**9/12/2016**
Administrative Draft Initial Study Review	7	**9/13/2016**	**9/20/2016**
Task 3. Prepare Public Draft ND or MND	10	**9/21/2016**	**10/1/2016**
Task 4. Circulate CEQA Document	30	**10/2/2016**	**11/1/2016**
Task 5. Final Memo for Draft ND or MND	7	**11/2/2016**	**11/9/2016**

5 COST ESTIMATE

The RCH Cost Estimate is provided in Table 1.

The cost estimate assumes the following:

- One round of review of the Initial Study by the City and/or the Pinetop Properties, LLC. If there are multiple reviewers their comments should be consolidated for return to RCH.
- RCH will condition the Final Memo preparation to a limit of 16 hours of RCH staff time.

Tasks excluded include but are not limited to the following:

- Additional rounds of review by the City of Colfax
- New or additional technical reports
- Preparation of an EIR
- Changes to the Project Description that affect RCH work

Table 1. Cost Estimate Sierra Oaks Estates & Village Oaks Apartments CEQA Environmental Review	RCH Group											
	Labor Effort							Direct Costs				
RCH Staff:	Paul Miller	Mike Ratte	Dan Jones	Graphics and Admin		RCH HOURS	RCH LABOR COSTS	Travel & communications	Printing & materials	Other direct cost	Other direct costs	Total Direct Costs plus	RCH TOTAL COSTS
Employee category bill rate: ($/hr)	**$160**	**$135**	**$85**	**$90**								**10%**	
TASKS:	(Hours per person per task)												
1. Project Kick-Off Meeting	4					4	$640	$48				$53	$693
2. Administrative IS Preparation	8	12	50	4		74	$7,510	$96	$50			$161	$7,671
3. Draft IS Preparation	8	2	16	2		28	$3,090					$0	$3,090
4. Circulate CEQA Document	2		8			10	$1,000	$15	$40			$61	$1,061
5. Final Memo for Draft ND or MND	8		8			16	$1,960					$0	$1,960
6. Meetings	8					8	$1,280	$96				$106	$1,386
TOTAL EFFORT (Hours)	38	14	82	6	0	140							
TOTAL COSTS ($)	$6,080	$1,890	$6,970	$540	$0		**$15,480**	$255	$90	$0		**$380**	**$15,860**

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: John Brownlee, Building Official
DATE: August 2, 2016
SUBJECT: Transfer of Mobile Home Park jurisdiction to State Department of Housing and Community Development

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Discuss and direct staff as appropriate

BACKGROUND AND SUMMARY:
The City has one mobile home park in its jurisdiction. Silver Lode Lodge is located at 41 East Oak Street. It has twelve approved mobile home spaces and a two story building containing an apartment, maintenance office and a coin laundry. The City issues an annual Permit To Operate (PTO) for $312.00 and is required by State Law to conduct annual Inspections and Code Enforcement. City records indicate the last annual inspection was performed in 1992, over 24 years ago.

The State of California has 539 jurisdictions. Of those, only 70 continue to keep jurisdiction over mobile home and recreational vehicle parks. Staff has analyzed the cost-benefit of maintaining control of mobile home jurisdiction and determined it is in the best interest of the City to transfer jurisdiction to the State of California Department of Housing and Community Development. Contributing factors for this recommendation include the City fiscal position, reduced staff levels, and reluctance of the park owner to pay for his annual permit to operate, and the owner's reluctance to remove unapproved recreational vehicles from the premises. Staff concludes the residents of this park and the public's interest will be best served by returning jurisdiction to the State Department of Housing and Community Development.

FISCAL IMPACT:
A cost savings will be realized due to decreased staff time devoted to code enforcement of this property.

CONCLUSION:
Staff anticipates bringing the proposed ordinance to City Council for formal consideration in September.

ATTACHMENTS:
1. Draft copy of proposed Ordinance

Ordinance No. XXXXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX CANCELLING THE ASSUMPTION OF ENFORCEMENT RESPONSIBILITY FOR THE MOBILE HOME PARKS ACT PERSUANT TO CALIFORNIA HEALTHE AND SAFETY CODE SECTION 18300(e) AND RETURNING ENFORCEMENT AUTHORITY TO THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.

WHEREAS, pursuant to California Health and Safety Code Section 18300(b) local agencies may assume the responsibility for the enforcement of the Mobile Home Parks Act, Health and Safety Code Section 18200 *et seq.,* and the regulations adopted by the California Department of Housing and Community Development (HCD) pursuant to these laws (HCD Regulations); and

WHEREAS, pursuant to Health and Safety Code Section 18300(e), a city may cancel its assumption of responsibility for the enforcement of the Mobile Home Parks Act; and

WHEREAS, the City Council now desires to cancel the City's assumption of responsibility for the enforcement of the Mobile Home Parks Act and return enforcement authority to the State Department of Housing and Community Development (HCD), for a mobile home park located in the City of Colfax that is subject to these regulations; and

WHEREAS, the City Council finds it is in the public interest to transfer the responsibility for the enforcement of the Mobile Home Parks Act for this park back to HCD, effective October 1, 2016.

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STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: John Schempf, City Manager
DATE: August 4, 2016
SUBJECT: Reopening of Golden State Patient Care Collective

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Discuss and direct staff as appropriate

BACKGROUND AND SUMMARY:
The Mayor and the City Manager have received suggestions from two council members to place a request to reopen the long closed medical marijuana dispensary on the agenda.

Attached is a copy of the Colfax zoning ordinance, a copy of the required Colfax business license, and a copy of the state license. Mr. Dion states that the dispensary was placed temporarily out of service due to a structural issue with the back wall and some personal problems. He further states that his landlord did not order the closure. Mr. Dion respectfully requests City approval to reopen.

The Colfax City Attorney, Mick Cabral, is of the opinion that once the dispensary was closed, it cannot legally be reopened. He has emailed a more complete analysis to the Council.

The Colfax City Manager, John B Schempf, points out that less than 90 days remain until the November election, that until then no sales tax can be assessed and that Mr. Dion would have to re-compete for a dispensary license if medical marijuana is approved. He recommends that the Council table this item until after the election results are published as there are no benefits to the City and possibly some legal exposure if action is taken at this time.

ATTACHMENTS:
1. Colfax Municipal Code Chapter 17.162.020
2. Colfax and State Licenses

Chapter 17.162 MEDICAL MARIJUANA DISPENSARIES

Sections:

17.162.010 Prohibition of medical marijuana dispensaries.

17.162.020 Existing medical marijuana dispensaries.

17.162.030 Definitions.

17.162.040 Penalty provisions.

17.162.050 Civil and administrative remedies.

17.162.010 Prohibition of medical marijuana dispensaries.

Medical marijuana dispensaries as defined in this chapter are a prohibited use in all zoning districts throughout the city.

(Ord. No. 519, 8-8-2012)

17.162.020 Existing medical marijuana dispensaries.

Existing medical marijuana dispensaries with valid business licenses as of November 27, 2009, shall be considered as legal nonconforming uses. Such dispensaries may continue to operate in accordance with the provisions of Chapter 17.32, except that, in addition to such regulations, if any of the following circumstances arise then, without further action by the city, such building and the land on which such building is located shall be subject to the provisions of this chapter prohibiting such use:

A. The operators of the dispensary are convicted of any crime other than an infraction relating to the operation of the dispensary;

B. The dispensary becomes a public nuisance;

C. The dispensary or its operators violate any provision of this Code relating to its operation;

D. The dispensary is closed or its activities curtailed by the action of a superior governmental authority or by order of any court of competent jurisdiction; or

E. The dispensary is closed or its activities curtailed by other valid legal process.

(Ord. No. 519, 8-8-2012)

17.162.030 Definitions.

Whenever used in this chapter, the following words or phrases shall have the following meanings:

"Identification card" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

"Medical marijuana dispensary" means and refers to any facility or location where medical marijuana is made available, sold, transmitted, given, distributed, supplied or otherwise provided to one or more of the following: (1) more than one qualified patient, (2) more than one person with an identification card, or (3) more than one primary caregiver. The term "Medical marijuana dispensary" includes a medical marijuana cooperative. "Medical marijuana dispensary" shall not include the following uses, as long as the location of such uses is otherwise regulated by applicable law and as long as such use complies strictly with applicable law, including, but not limited to, Health and Safety Code § 11362.7 et seq.:

1. A clinic, licensed pursuant to Chapter 1, Division 2 of the Health and Safety Code;
2. A health care facility, licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code;
3. A residential care facility for persons with chronic life-threatening illness, licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code;
4. A residential care facility for the elderly, licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code;
5. A hospice licensed pursuant to Chapter 8.5 of Division 2 of the California Health and Safety Code, the owner or operator, or
6. A home health agency licensed pursuant to Chapter 8 of Division 2 of the California Health and Safety Code.

"Person with an identification card" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

"Primary caregiver" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

"Qualified patient" shall have the same meaning as that set forth in California Health and Safety Code § 11362.7 as currently in effect or as may be amended from time to time, or any successor statute.

(Ord. No. 519, 8-8-2012)

17.162.040 Penalty provisions.

A. Violation of any provision of this chapter is a misdemeanor unless (1) the city attorney authorizes issuance of an infraction citation or files, or authorizes the filing of, a complaint charging the offense as an infraction or (2) a court with jurisdiction over the matter, upon recommendation of the city attorney, determines that the offense should be prosecuted as an infraction.

B. Any person who violates any provision of this chapter shall be guilty of a separate offense for each and every day during any portion of which any such person commits, continues, permits, or causes any violation thereof, and shall be penalized accordingly.

(Ord. No. 519, 8-8-2012)

17.162.050 Civil and administrative remedies.

A. The violation of any provision of this chapter shall be and is hereby declared to be a public nuisance and shall, in the city's discretion, be prosecuted as such and subject to all remedies allowed by law.

B. In addition to the criminal penalties and civil remedies set forth above, any violation of any provision of this chapter shall, in the city's discretion, be subject to any administrative remedies presently or hereafter allowed under the Colfax Municipal Code.

(Ord. No. 519, 8-8-2012)

Colfax

California

P.O. Box 702, Colfax, CA 95713

BUSINESS LICENSE

The person, firm or corporation named below is granted this business license pursuant to the provisions of the City Business Ordinances to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of license is not an endorsement, nor certification or compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This license is issued without verification that holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

EXPIRATION: JUNE 30, 2010 EFFECTIVE DATE: JULY 1, 2009 LICENSE NUMBER: 6421

TYPE OF BUSINESS: Retail Sales

LICENSE FEE: 500.00
PENALTY:

BUSINESS Golden State Patient Care Collective
Cheryl Riendeau

MAILING ADDRESS 233 "B" Hwy 174
Colfax, CA 95713

BUSINESS ADDRESS: 233 "B" Hwy 174

Shirley Alexander
Clerk - Validation

NON-TRANSFERABLE - PLEASE POST IN A CONSPICUOUS PLACE

TN3270-A - EXTRA! X-treme

File Edit View Tools Session Options Help

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TARGM001 - TAR        Taxable Activity Registration System        02/24/16
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Taxpayer Information Screen

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TARGM165                                  102876112
Sell:  HEALTH PRODUCTS, MARIJUANA SALES
Landlord:
                                                          Ph:
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 Bookkeeper James  Dion                                   Ph: 530  263 4921
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                                                          Ph:
Supp: various vendors

Misc:

Bank     Name: Us Bank                                 Close date:
         Acct:                     Loc: Colfax
Expenses  :   Revenue :   Out of State  :

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STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE AUGUST 10, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: August 8, 2016
SUBJECT: Ordinance for Medical Marijuana Regulation

X	N/A		FUNDED		UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A

RECOMMENDED ACTION: Discuss and direct staff as appropriate.

BACKGROUND AND SUMMARY:

Following several City Council meeting discussions, public input and a workshop, the attached Ordinance is submitted for review. This document is drafted with five assumptions:

1. In the City of Colfax a State license will be required for all medical marijuana activities except for "qualified patient grows."

2. A City of Colfax license will be required for all medical marijuana activities, including patient grows.

3. Restriction on commercial grows, delivery, manufacturing and dispensaries shall be as regulated by the State, and a City license will not be issued until an applicant has an approved State license.

4. If Measure H (the Colfax Medical Marijuana Ballot Measure) is approved, then regulation of medical marijuana activities should be the same in Colfax as it is for the State.

5. The City shall collect sales tax from dispensaries and commercial growers at up to 15%, but not for delivery or manufacturing.

Attachment:
Proposed Ordinance No. 529

CITY OF COLFAX

ORDINANCE № 529

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

17.162.010 - Intent.

1. The City Council of the City of Colfax, pursuant to Chapter 17.162 of the Colfax Municipal Code, hereby intends to license all aspects of medical marijuana to accommodate the needs of qualified patients and their caregivers, and in furtherance of the public necessity, convenience and general welfare. Also, the City Council intends to tax commercial growers and dispensaries with up to a 15% sales tax.

17.162.020 - Definitions.

"Cultivation" means the planting, growing, harvesting, drying, or processing of marijuana plants or any part thereof.

"Marijuana" shall have the same meaning as that set forth in California Health and Safety Code Section 11018.

"Medical marijuana" means medical marijuana that has been recommended by a licensed physician in strict accordance with California Health and Safety Code Sections 11362.5 through 11362.83, inclusive, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program.

"Qualified Primary Caregiver" shall have the same definition as California Health and Safety Code Section 11362.7(d), as may be amended.

"Qualified Patient" shall have the same definition as California Health and Safety Code Sections 11362.7 (c) and (f), as may be amended.

17.162.030 - Regulation of Location.

1. Medical marijuana cultivation shall permitted as an accessory use to a legally established residence within a legal residential or accessory building on a legal parcel with a valid Conditional Use Permit and a City issued Medical Marijuana License.

2. Except as provided in subsection 3., medical marijuana cultivation may be undertaken only by a qualified patient who must occupy the residence on the parcel proposed for cultivation as their primary residence.

3. A qualified primary caregiver, as defined, may undertake cultivation of medical marijuana on behalf of his/her qualified patient(s), but only in a legal structure or permitted plot located on a parcel containing the primary caregiver's or qualified patient's primary residence.

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4. Indoor cultivation shall only be allowed in a legal, permitted residential or accessory building and said cultivation area shall be limited to 100 square feet per patient up to five patients. The cultivated marijuana may be used only by the qualified patient and not distributed, sold, given or transferred in any way to any other person or organization.

5. The qualifying residence located on the property containing the detached accessory building in which medical marijuana is cultivated shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and shall not be used for medical marijuana cultivation.

6. Outdoor cultivation up to 100 square feet per patient up to five patients shall be lawful for any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district in the City of Colfax.

7. Commercial cultivation is limited to 4 acres per individual/company and shall be lawful for any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district that allows agriculture in the City of Colfax. Commercial cultivation also requires State and City licenses plus is subject to a 15% additional sales tax.

8. Wherever medical marijuana is grown, a copy of a current and valid, state-issued medical marijuana card, a state license (if required) and a City license must be kept available to immediately present to officers of the City and law enforcement officers upon request.

9. Nothing in this section shall be construed as a limitation on the City's authority to abate any nuisance which may exist from the planting, growing, harvesting, drying, processing, storage, or selling of medical marijuana from any location, indoor or outdoor, including from within a fully enclosed and secure building.

17.162.040 - Enforcement.

1. Right of Entry. Persons designated by resolution as code enforcement officers of the City are authorized to enter upon and inspect private properties to ensure compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code. Reasonable advance notice of any such entry and inspection shall be provided. If an inspection warrant is required from a court of law prior to any such entry and inspection, the City may seek to recover the costs it incurs in obtaining a warrant from the property owner and/or person in lawful possession of the property.

2. Public Nuisance. The maintaining, cultivating or growing of marijuana upon private property within the City of Colfax, unless in full compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code, is declared to be a public nuisance as defined in Section 370 of the California Penal Code and Sections 3479-3486.5 of the California Civil Code.

3. Criminal Offense. Every person who, in violation of the provisions of Chapter 17.162 of the Colfax Municipal Code, maintains, permits or allows marijuana to be grown upon his or her property or premises, and every person occupying, renting or leasing the property or premises of another who maintains, permits or allows marijuana to be grown thereon in violation of this section is guilty of a misdemeanor punishable as set forth in Section _TBD____ of the Colfax Municipal Code. After written notice is provided to any such person of such violation, the continued existence of such violation for each and every day after the service of such notice shall be deemed a separate and distinct offense.

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

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

17.162.050 - Liability.

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

17.162.060 Marijuana Dispensary -Permit Required to Operate.

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

17.162.070 Imposition of Medical Marijuana Dispensary Permit Fees.

Every application for a Medical Marijuana License shall be accompanied by an application fee (in an amount established by resolution of the City Council) at an amount calculated to recover the City's full cost of reviewing and issuing the Medical Marijuana License) and the filing of a complete required application pursuant to this Chapter. The application fee shall not include the standard City fees for fingerprinting, photographing, and background check costs and shall be in

addition to any other business license fee or permit fee imposed by this Code or other governmental agencies.

17.162.080 Limitations on the Permitted Location of a Storefront Collective Dispensary.

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

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

3. Maximum Number of Medical Marijuana Dispensaries Allowed Permits.
As recommended by the State of California.

17.162.090 Other Associated Medical Marijuana Businesses.

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

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

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

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

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

17.162.110 Maintenance of Appropriate Records Regarding Compliance

1. Financial Records.
The Dispensary/Commercial Grower shall also maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions), and any and all reasonable compensation for services provided by the Management Members or

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other members of the Marijuana Dispensary/Commercial Grower, as well as records of all operational expenditures and costs incurred by Marijuana Dispensary/Commercial Grower in accordance with generally accepted accounting practices and standards typically applicable to business records.

2. Dispensary Record Retention Period.
The records required above by paragraph (1) of this subsection shall be maintained by the Medical Marijuana Dispensary for a period of three (3) years and shall be made available to the City upon a written request.

17.162.120 Imposition of Tax.

The City Council declares that the ordinance codified in this chapter is adopted to implement an additional monthly sales tax on marijuana sales and/or provision, of up to 15% to be determined by City Council payable to the City, which complies with the requirements and limitations contained in California Revenue and Taxation Code Division and subject to approval by November 2016 ballot measure.

17.162.130 Purpose.

The purpose of this tax is to raise revenue to fund City-wide wastewater services.

17.162.140 Customers.

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

17.162.150 Sales Tax.

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

17.162.160 Modification, repeal or amendment.

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

17.162.170 Administration.

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

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17.162.180 Penalties.

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

17.162.190 Additional penalties.

Any violation of this chapter shall constitute a public nuisance and infraction pursuant to the provisions of Chapters XX and XY of this municipal code.

17.162.200 Records inspection.

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

17.162.210 Application of provisions.

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

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

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

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