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
November 9, 2016
Closed Session 6:30 PM
Regular Session 7:00 PM

1) CONVENE CLOSED SESSION

1A. **Call Closed Session to Order**
1B. **Roll Call**
1C. **Public Comment – Closed Session Items**
1D. **Closed Session Agenda**
Conference With Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to Government Code Section 54956.9(b), 1 case
1E. **Report from Closed Session**

2) OPEN SESSION

2A. **Call Open Session to Order**
2B. **Pledge of Allegiance**
2C. **Roll Call**
2D. **Approval of Agenda Order**

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

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

3) PRESENTATION

3A. **Proclamation Honoring Ty Conners for Community Service Award**

4) CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

4A. **Minutes City Council Meeting of October 26 2016**
Recommendation: Approve the Minutes of the Regular Meeting of October 26, 2016.
4B. **Quarterly Investment Report – September 30, 2016**
Recommendation: Accept and File.
4C. **Sales and Use Taxes Report – Fiscal Year 2015-2016**
Recommendation: Information only.
4D. **Approve $500 Seed Money to sponsor Winterfest, 2016**
Recommendation: Approve request from organizers
4E. **Cancel Second Meetings in November and December**
Recommendation: Approve cancellation of November 23, 2016 meeting and December 28, 2016 meeting.

5) COUNCIL, STAFF AND OTHER REPORTS

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

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

6) PUBLIC 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.

7) PUBLIC HEARINGS

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

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

7A. **Mitigation Impact Fees**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDED ACTION: Conduct public hearing, review annual report, consider public and staff comments, accept report and adopt Resolution № 45-2016: Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq)

8) COUNCIL BUSINESS

8A. **Permanent Dam in Wastewater Treatment Plant Pond 1 (EQ Basin) – Design Process**

STAFF PRESENTATION: Travis Berry, Technical Services Manager

RECOMMENDATION: Discuss and direct staff as appropriate

8B. **Adopt a Road**

PRESENTATION: Wes Heathcock, Community Services Director

RECOMMENDATION: Adopt Resolution 46-2016 approving the Adopt-a-Road Program and authorizing the City Manager to administer the Adopt-a-Road Program.

8C. **Employee Health Insurance Coverage with CalPERS**

PRESENTATION: John Schempf, City Manager

RECOMMENDATION:

1) Adopt Resolution 47-2016: Electing to be subject to the Public Employees' Medical and Hospital Care Act at Unequal Amounts for Employees and Annuitants (the standard CalPERS contract).

2) Authorize the City Manager to contract with Burnham Benefits for Vision, Dental and Life Insurances for Represented and Non Represented Employees

3) Approve offering a health benefits package to Non Represented Employees beginning January 1, 2017.

8D. **Emergency Preparedness: Generators**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Verbal Report – Discuss and direct staff as appropriate.

9) ADJOURNMENT

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

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.

REPORT TO COLFAX CITY COUNCIL

Agenda Item No.

COUNCIL MEETING OF July 24, 2013

To:	Honorable Mayor and Members of the City Council
From:	Travis Berry, Technical Services Administrator
Date:	July 16th, 2013
Subject:	Consideration of the City's acceptance of the Mink Creek Mobile Home Subdivision Sewer Mains

Staff Recommendation:

Staff recommends that the City Council not accept the Mink Creek sewer mains or the offers of dedication on the recorded parcel map. If the Council wants to further consider accepting the Mink Creek sewer mains and offers of dedication, staff recommends that the Mink Creek HOA do the following at its expense before further Council consideration:

I. Create and submit to the City as-built drawings for the entire sewer system stamped and signed by a currently licensed State of California Professional Engineer.
II. Create and submit to the City as-built drawings for the entire undergrounded propane system.
III. Conduct geotechnical studies on a number of excavations (potholing) as required by the City Engineer of the sewer mains in different locations of the subdivision to analyze whether or not proper fill material exists and whether or not proper compaction was performed and provide the results to the City.
IV. Conduct a geotechnical study to ascertain whether other sinkholes are likely to occur in the subdivision and provide the results to the City.
V. Inspect all sewer mains in the development and the sewer segments between the upstream and downstream manholes crossing the Mink Creek boundary using closed circuit television video equipment (CCTV) and provide the results to the City.
VI. Repair all manhole lids to their original condition.
VII. Provide survey accurate data about the rim, base and invert elevations and horizontal location of all manholes and link that data with Eco Logic's 2009 survey

If the Council wants to conclude its involvement with the Mink Creek sewer system, it can terminate the offers of dedication by vacating them as allowed by law.

ISSUE STATEMENT AND DISCUSSION

Background

Plans for a 102-lot mobile home park known as Mirador Mobile Estates were approved by the City on September 21st, 1989. In October 1992, the City of Colfax Planning Commission approved a parcel map for two construction phases. In 1997, the Planning Commission approved a conversion of the mobile home

park to a mobile home subdivision known as Mink Creek Mobile Home Subdivision containing 99 lots. Phase I consisted of 54 units and Phase II consisted of 45 units. Plans for Phase II were approved by the Planning Commission on June 15th, 2000. The developer, Mink Creek Development Company (MCDC) was a California limited partnership composed of three general partners including David Flickinger of Flickinger Investments, Incorporated, who primarily represented MCDC, Leland Van Hickman of Long Beach, CA and George E. Garr of Lakewood, CA.

On April 21, 1994, the developer submitted his offer to dedicate various public and sewer easements and appurtenances to the City. The offer of dedication is contained in the owner's statement and certificate on the recorded parcel map which is a customary method for offering easements and facilities to the public. Offers of dedication can be accepted by the City at any time.

The Planning Commission's adopted Conditions of Approval required the developer, among other things, to widen South Auburn Street for a school bus stop, construct a school bus stop, retain mature oak trees within the development, construct appropriate drainage facilities for all lots, create and submit as-built drawing for utilities, and the install a sewer trunk line (sewer main) from Mink Creek to the Whitcomb Avenue Industrial Park.

On April 26, 1994, the City Council adopted Resolution 18-94 whereby it authorized the City Clerk or Mayor to sign the development's parcel map but expressly declined to accept the offers of dedication, reserving to itself the right to do so in the future. On August 12, 1997, the City Council adopted Resolution 27-97 approving the Mink Creek final map but again expressly declining to accept the offers of dedication. It appears from the City's records that the City was willing to accept the offers of dedication once all conditions of approval were met and that the City never accepted the offers because the conditions of approval were not all fulfilled.

Summary of Failure to Comply with Conditions of Approval

Throughout construction, the developer repeatedly failed to commence or complete projects required by the project conditions of approval by the mutually agreed deadlines. As a result, the City required the developer to post $90,000 cash to an escrow account as a security to guarantee completion of the COA requirements. David Flickinger deposited $90,000 to an escrow account in the name of Flickinger Investments, Inc., on January 21st, 2003, which the City accepted as being adequate.

In early May 2003, David Flickinger personally withdrew the $90,000 security, or what was left of it, without notice to the City or presumably his partners, and skipped town. The City was unaware that the money was gone for several months. The City threatened legal action against David Flickinger and MCDC. A response was received from Flickinger's attorney indicating that the corporate entity, David Flickinger, Inc., was a partner of MCDC, not David Flickinger personally. Flickinger's attorney also stated that Flickinger Investments, Inc., was insolvent and David Flickinger was not personally liable because he was protected by the shield of his corporation.

Contacting the two other general partners fared no better. On June 24th, 2004, Leland Van Hickman stated in a letter to the City Manager that in the absence of David Flickinger the two remaining partners had to disburse in excess of $100,000 to complete the project and that the Mink Creek Development Company was formally dissolved in November 2003. The project was never entirely completed.

Most conditions of approval were completed to the satisfaction of the City, however, several important conditions have still not been met including 1) Creation and submittal of as-built drawings depicting undergrounded electrical, propane, storm sewer, and sanitary sewer systems; and 2) appropriate drainage facilities from lots 71 and 77 to lots 52 and 54.

It is unfortunate that as-built drawings of the infrastructure improvements in the Mink Creek Subdivision were never created and provided to the City. The City is not at fault for this, nor are the homeowners in Mink Creek. The fault lies with the developer.

GKM Sewer Connection to Mink Creek Mobile Home Subdivision Sewer System

The following will respond to a question raised Mink Creek HOA Representative Al Turner at the June 12th, 2013 City Council Meeting regarding the GKM /Tully Wihr (GKM) connection to the Mink Creek sewer system.

Plans for Phase II of the Mink Creek Subdivision were approved by the Planning Commission on June 15th, 2000. This approval was adopted with updated conditions of approval, one of which specifically required the installation of a sewer truck (main) from the Mink Creek Subdivision to the Colfax Industrial Park on Whitcomb Avenue, which the developer agreed to complete. The developer never commenced or completed this condition of approval.

At the time, GKM was located across the freeway from where it is today, next to Hills Flat Lumber. GKM was rapidly outgrowing their facility and this necessitated a new facility. Construction of the new GKM building was underway when Pete Brodeur, the developer of the GKM project, contacted the City to ask why the sewer connection to the Industrial Park had not been completed. The City explained that the Mink Creek developer was supposed have completed the sewer main extension to the Industrial Park as a condition of approval but had failed to comply with that condition. Mr. Brodeur explained that GKM promptly needed a new facility and GKM, the City's largest employer, would be forced to leave town if the facility was not timely completed. Mr. Brodeur asked the City if he could make the necessary improvements to the sewer system in light of Mink Creek Development Company's failure to do so. The City agreed and Mr. Brodeur constructed the sewer main connection for which he was reimbursed $5,300, from a $20,000 security deposited that was posted by Mink Creek Development Company.

Sinkhole

In 2007, a sinkhole was discovered at the corner of Treasurton Street and Winder Road in the Mink Creek Subdivision. The Mink Creek HOA hired GEOCON Consultants, Inc., a geotechnical firm, to conduct a study of the sinkhole. The sinkhole was two feet by four feet wide at the surface, widening to six to eight feet in diameter below the surface, with a soil depth of seven feet. Exploratory boring of the sinkhole was conducted by GEOCON. Fill material consisting of very soft, lean clay with sand was found from seven feet down to 55 feet, the maximum depth of the boring tools. Construction materials were found in the sinkhole at a depth of approximately 51 feet. It was the opinion of GEOCON that the sinkhole was of mad-made origin, likely a mining feature such as an air shaft, and that soil was loosely filled into the shaft during preliminary grading of the site. GEOCON suggested that a licensed specialty mining contractor be consulted for mitigation construction of the site. They also suggested further investigation of the development area to help determine whether other sinkholes are likely to occur. The City does not have any further documentation of the mitigation of the sinkhole or whether any further investigation of the area was conducted.

Mink Creek Development Company's Debt to the City

City Building Official Gabe Armstrong conducted research in 2007 in response to the Mink Creek HOA's verbal and written questions about monies being held in City coffers after "completion" of Mink Creek Mobile Home Subdivision. It was his finding that the City has expended and subsidized approximately $6,747.66 over and above the initial $20,000 improvement security deposit. Financial documentation supporting his finding exists in the Mink Creek street file.

Staff Recommendations

The fundamental difficulty with accepting the Mink Creek sewers is that they are almost two decades old. The condition of the sewer mains is unknown as is the location and condition of several manholes that have been covered. Staff is also concerned that the soil underlying the sewer mains may not have been adequately compacted and that it may be unstable.

Sewer mains and similar facilities are typically accepted when they are relatively new and the City has had the opportunity to verify that they were properly constructed and installed. Once sewer mains are accepted, the City has the opportunity to regularly inspect and maintain them and know what the problems may be. That is not the case with Mink Creek.

If the Council accepts the sewer mains, the City becomes responsible for their repair, maintenance and eventual replacement. Given the unknowns, staff cannot in good conscience recommend that the Council risk taxpayer funds without first knowing as much as it can about the system.

The Council technically does not need to do anything in order to accept staff's recommendation. Offers of dedication have no effect until they are accepted. By doing nothing, the offers remain unaccepted.

If the Council wants to further consider accepting the Mink Creek sewer mains, staff recommends that the Mink Creek HOA submit, at its expense, enough information to allow a complete evaluation of the system so the Council can know precisely what it is accepting. Staff's recommendations in this regard appear at the beginning of this staff report.

The Council also has the right to terminate the offers of dedication so they can never be accepted. The process for doing so is the same as for summarily vacating public streets. Staff does not recommend this course of action so future Councils and staff can re-visit the issue if need be.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Declining to accept the Mink Creek sewer mains has no financial implication for the City. Vacating and terminating the offers of dedication will require a modest amount of staff, engineering and legal time and expense.

Large potential financial liability exists if the City accepts dedication of the sewer mains without first verifying their condition because, once accepted, the maintenance, repair and replacement of the sewer mains becomes a City responsibility. This requires all City taxpayers to share the cost of maintenance, repair and replacement whether or not they live in the Mink Creek subdivision.

ATTACHED SUPPORTING DOCUMENTATION:

1. 31 May 1989 Letter from City Engineer to City Planner
2. 21 September 1989 Mirador Mobile Estates Conditions of Approval
3. Mirador Mobile Estates Environmental Planning Application
4. 21 April 1994 Letter from City Engineer to City Manager
5. Copy of Owners Statement recorded on parcel map
6. 26 April 1994 Resolution № 18-94
7. 12 August 1997 Resolution № 27-97
8. 12 September 2000 Agreement Between City of Colfax and Mink Creek Development Company
9. 12 December 2000 Letter from City Engineer to David Flickinger
10. 26 December 2001 Letter from City Manager to Leland Van Hickman and David Flickinger
11. 11 December 2001 Memo from Planning Director to City Manager
12. 14 June 2002 Letter from Leland Van Hickman to City Manager

13. 2 July 2002 Letter from Leland Van Hickman to City Manager
14. 4 December 2002 Letter from City Manager to David Flickinger
15. 14 February 2003 Memo from City Manager to City Attorney
16. 21 January 2003 $90,000 escrow documentation from Sierra Valley Title Co.
17. Mink Creek Mobile Home Park Tentative Parcel Map Conditions of Approval
18. 25 March 2003 Memo from City Manager to City Council
19. 25 March 2003 Resolution № 9-2003
20. 8 July 2003 City Council Meeting Minutes
21. 8 July 2003 Memo from City Manager to City Council
22. 18 July 2003 Letter from City Attorney to Leland Van Hickman and David Flickinger
23. 28 July 2003 Letter from Mink Creek HOA Attorney to David Flickinger
24. 1 August 2003 Letter from David Flickinger's Attorney to City's Attorney with attachments
25. 13 August 2003 Letter from City Attorney to Leland Van Hickman, George Carr, and David Flickinger
26. 14 October 2003 Letter from City Attorney to Leland Van Hickman, George Carr, and David Flickinger
27. 24 June 2004 Letter from Leland Van Hickman to City Manager
28. 1 July 2004 Email from City Manager to City Engineer and City Attorney
29. 18 October 2004 Memo from City Manager to City Engineer
30. 31 December 2004 Letter from City Manager to Mink Creek residents Kenneth & Andrea Slusher
31. 3 January 2005 Letter from City Manager to Mink Creek residents John Mayo and Ms. McGehee
32. 4 January 2005 Letter from City Manager to Leland Van Hickman
33. 21 July 2005 Letter from City Manager to President of Mink Creek HOA Brian West
34. 28 August 2007 Staff Report from Building Official to City Manager

Civil Engineering
Land Planning
Project Management
Municipal Engineering

Counihan Consulting Engineering
Danny R. Counihan, P.E.

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May 31, 1989

Randy Chafin, City Planner
City of Colfax
P.O. Box 702
Colfax, CA 95713

RE: Mirador Mobile Estates (Luft Property)

Dear Randy:

In response to your request for initial comments on this application, I submit the following. Specific recommended conditions of approval will be prepared upon request.

1.) The application material appears complete. For discussion purposes conditions of approval may entail the points listed below which the planning commission may wish to discuss.
2.) The preliminary drainage report will need some revisions to calculations and catch basin layout. This can be completed with improvement plans. The on-site drainage system can be designed for a 10 year storm. Off-site facilities including the main on-site channel bisecting the park will be designed for 10 year storm under no headwater conditions and a 100 year storm under maximum headwater conditions.
3.) The City is studying a possible increase in sewerage connection fees to which this project will be subject.
4.) I concur with the Fire Chief on the need for a second access. Since the full length of Whitcomb Avenue does not yet exist, the developer should construct a 24' stub street to the property line at the 45' easement on the North line then bond for extension to the future Whitcomb Avenue. As an interim second access, construct a 20' gravel road at the Northeast corner to the paved section of Whitcomb and place a locking gate.
5.) All recreation center parking spaces back out onto the street. This would not be allowed on public streets and may not meet requirements for off-street parking.
6.) A noise study should be done for a sound wall along the railroad.
7.) All on-site streets sewers and drainage shall be owned operated and maintained by the park.
8.) Provide 20' wide multi-purpose easement for emergency access and utilities to Draghi property.
9.) City will review improvement plan for compliance with conditions of approval and drainage, hydrant spacing off-site improvements.

10.) Full soils report.
11.) Will solid waste disposal be by dumpsters and trucks? If so how is this provided for.
12.) Extend sidewalk from rec center to South Auburn Street.
13.) At main entrance provide left turn lane on South Auburn Street and extend South bound deceleration taper for 10' wide, 100' long lane.
14.) Prior to occupancy file record of survey to locate all easement dedications and abandonments. Dedicate as required by City Engineer.
15.) Handicap ramps on sidewalks.
16.) Street structural sections per R valves and County codes.

17.) Where cut slopes abut street curbing, provide minimum of 2' wide bench with max slope of 10%.
18.) City should abandon easement 143 @ 314, item 5 of title report.
19.) Prior to Commission approval should obtain consent of P.T. & T. to abandon or relocated easements Items 8 & 9 of title report.
20.) Fowler Subdivision streets (Item 7 title report) should be abandoned. Applicant shall pay all City costs associated with review and processing of easements and abandonments.
21.) Prior to Commission approval applicants should clarify status and need for sewer easements Book 1601, Pages 41, 45; and other non-locatable easement identified on easement plat.

Additional items may arise prior to recommendation of conditions.

Very truly yours,

Dann R. Counihan
Counihan Consulting Engineering

DRC/bl
cc: City Manager
City Council

MIRADOR MOBILE ESTATES CONDITIONS OF APPROVAL

Conditions Adopted By the Colfax Planning Commission on September 21, 1989 (checked for accuracy by Planning, Building and Engineering Staff)

1. All mitigation measures contained in Attachment "A" of the initial study for Mirador Mobile Home Park have been considered in the adoption of the following conditions, and all requirements of said mitigations are contained herein.

2. All areas labeled "Open Space" shall be maintained in a natural condition. No paving or structures shall be permitted except as shown on the plan dated August 3, 1989 and as provided elsewhere by the Planning Commission in Conditions of Approval.

   Grass and brush removal for fire protection purposes and tree limb removal for safety purposes shall be permitted.

3. Plans for the Recreation Center improvements, and all signs and exterior lighting shall be reviewed and approved by the Design Review Board. Recreation Center improvements shall be redesigned to preserve trees to the maximum extent possible.

4. A landscape plan for all common areas, including the park, shall be reviewed and approved by the Design Review Board (DRB). The plan shall specify measures for protection of trees to be retained. (See Tree Overlay Exhibit, dated August 7, 1989). The following tree protection measures shall be included:

   a. All trees to be protected in areas to be graded shall during grading operations have a barrier installed at least 1 foot outside the dripline (canopy). The barrier shall be at least 3 feet in height and shall consist of a fluorescent orange mesh or woven material.

   b. Ground within the dripline of Oak trees shall be left in an undisturbed condition. No paving, except turf block pavers), structures or construction materials shall be installed, and no irrigation shall occur. Installation of decorative rock or tanbark is acceptable as long as impervious plastic sheeting is not used.

   c. Protected trees which are removed or damaged during construction shall be replaced on an inch-

per-inch basis, using the same species, in a minimum 15 gallon container size.

d. All trees to be preserved shall be flagged in the field and described on the plan.

e. All trimming of Oak trees to be preserved over 24 inches in diameter shall be under the supervision of a licensed arborist.

f. Irrigation plans and details shall be reviewed and approved by City Staff following DRB approval of landscape plans.

The landscape and irrigation plan shall also specify erosion control ground cover for all cut and fill areas. Plans shall specify planting in common areas and along streets. The landscape plan shall include a street tree planting program with trees in a minimum container size of 15 gallons.

5. The Recreation Center shall be redesigned to include outdoor active recreation amenities commensurate with tenant type. (For example, if the park is to accommodate families with children, play equipment shall be provided). In addition, a pedestrian path shall be provided to the street east of the Recreation Center. Revised Recreation Center plans shall be to the satisfaction of the Design Review Board.

6. The Developer shall submit an erosion control plan in accordance with recommendations of the Soils Report to the City Engineer for review and approval prior to issuance of a grading permit. The plan shall be implemented prior to commencement of grading and shall include adequate measures to control erosion and drainage during construction so as to prevent any damage to public or private property as a result of the project. The Developer shall post a cash bond in an amount specified by the City Engineer in a manner acceptable to the City Attorney to guarantee the installation and maintenance of the erosion control plan.

It is recommended that the erosion control plan be prepared in accordance with "Controlling Erosion on Construction Sites", by Soil Conservation Service and "Erosion and Sediment Control Guidelines for Developing Areas of the Sierras" by High Sierra RC&D Council.

7. Prior to commencement of site development the developer shall provide a landscape completion and maintenance bond in a form and amount acceptable to the City.

Maintenance shall be assured for a period of one (1) year following the date of installation.

8. A plan for fencing and/or installation of landscape screening on the perimeter of the project site shall be submitted to the satisfaction of the Planning Commission. Any fence proposed on the property line contiguous with the Draghi property shall avoid tree removal to the maximum extent possible.

9. Solid fencing higher than 3 feet above finished grade shall not be permitted in required yard areas of residences.

10. All utilities shall be placed underground.

11. Unless the park is to be limited to adults only, the applicant shall design and construct a bus stop on South Auburn Street, at the park entrance, to the satisfaction of the City Engineer and California Highway Patrol.

12. All requirements of the Fire Chief regarding fire hydrant location and water line sizing shall be met. Obtain Fire Department approval of the improvement plans.

13. A full soils report shall be required to adequately characterize the existing soil conditions and insure that grading and retention structures are properly designed for those conditions. Grading plans should be prepared consistent with recommendations of the soils report and the soils engineer should be present during grading operations to insure compliance with the soils report.

    If ground water is encountered, appropriate mitigation measures should be recommended by the project soil engineer and implemented to ensure that water is properly conveyed.

14. Attention should be given to the design and placement of outdoor light fixtures to insure that off-site impacts are minimized. Plans for exterior lighting should be reviewed and approved by the Design Review Board prior to placement. Provide street lighting at entrance and intersections.

15. Recreation impact fees should be collected at the time of building permit issuance for residential units.

16. Site development activities should be stopped immediately if historic or pre-historic artifacts are observed. City Staff should be contacted who in turn

should contact a qualified archaeologist for further analysis of the site.

17. Subdivision improvements and design elements shall conform to the approved site plan and application materials, the requirements of the City of Colfax Codes, and Title 25 of the California Administration Code (Mobile Home Park Act), except as modified by these conditions.

18. Prior to construction or site grading, submit improvement plans, specifications and cost estimate to the City Engineer for the review and approval. The plans shall be prepared by a registered civil engineer and shall show all conditions for the project as well as pertinent topographical features both on-site and off-site. Prior to construction the developer shall post security for cost of improvements in addition to payment of plan checking and inspection fees.

19. All on-site improvements shall be privately owned, operated, and maintained by the Mobile Home Park or by independent public utilities. The responsibilities for City of Colfax public ownership shall begin at the right-of-way line of South Auburn Street.

20. A final drainage report acceptable to the City Engineer and in compliance with Placer County requirements shall be submitted along with improvement plans. The report shall include a drainage area map, including the entire water shed, drainage calculations, drainage system design, and a narrative report explaining existing conditions and potential impacts along with proposed mitigation measures. The on-site drainage system can be designed for a 10 year storm. Off-site facilities including the main on-site canal bisecting the park will be designed for a 10 year storm under no head water conditions and a 100 year storm under maximum head water conditions. Downstream off-site facilities shall be analyzed and improved as required from the project to the Interstate 80 culvert.

21. Sewerage connection fees shall be paid at the time of building permit issuance and in the amounts in effect at that time.

22. Provide for a second access to the project by construction a 25' foot wide stub street from the interior street to the 45' foot easement on the northerly property line, then bond for extension of this street to the future Whitcomb Ave. As in interim second access construct a 20' wide roadway with 6 inch aggregate base at the northeast corner to the paved

section of Whitcomb Avenue and place a locking gate for emergency access and pedestrian purposes.

23. Street structural section shall be a minimum of 2" inches A.C. on 6" A.B. Provide "R" value testing to determine actual street sections using a minimum traffic index of 5.5.

24. At the Main Street entrance, provide a left turn lane on South Auburn Street and extend the southbound deceleration taper for a 10' wide, 100' long lane. Otherwise conform to P.C.D.P.W. Plate 27.

25. Prior to any occupancy, file a record of survey to locate all easements, and dedications and abandonments, and to show the boundary line adjustment with the Placer County Corporation yard. Dedicate or abandon easements as required by the City Engineer. Pay any associated costs and prepare necessary documents.

26. Provide street improvements as follows:
    a. Increase all on-site streets to a minimum of 25' clear width per section 1106 of Title 25. Provide "no parking" signs on all roadways.

    b. Where cut slopes abut street curbing, provide a minimum of 2' wide bench with a maximum slope of 10%. Unless otherwise required herein, street sections shall be indicated on the improvement plan, maximum grade shall be 12%. Appropriate traffic control and signing measures shall be taken. Street signs and traffic control devices shall be subject to approval by the City Engineer.

    c. Offer to dedicate an access and utility easement on the 200' access road to the City of Colfax. Future improvements to this roadway shall be constructed only by projects which produce an impact above that produced by this project on this access road.

    d. Provide Type A2, curb, gutter, and sidewalk at the entry road. Sidewalk shall be on one side only.

    e. Street names shall be in accordance with the Municipal Code (Ordinance No. 292)

27. Prior to the approval of the building permit, the developers shall submit a letter of consent from the PT&T to abandon or relocate easements as described by Item 8 & 9 of the preliminary title report. The developer shall also satisfy the City Engineer as to the disposition of easements recorded at Book 143, Page 314, the dedicated streets of the Fowler Subdivision

and sewer easement. Book 1601, Pages 41 & 45 and other non-locatable easements identified on the easement plat.

28. Prior to approval of improvement plans, developers shall provide will-serve letters from postal service, PCWA, Fire District, Cable Television, Telephone and PG&E.

29. The project shall be constructed in a single phase. All disturbed soil shall be stabilized to the satisfaction of the City prior to any occupancy. All on-site and off-site improvements shall be completed prior to occupancy. The developer may petition the City for partial acceptance and partial occupancy if conditions satisfactory to the City are completed.

30. Demolition of existing on-site facilities shall be completed in accordance with appropriate City, County, and State Health Building Codes.

31. Future Grading Permit Plans will be required to show compliance with 1988 UBC Chapters 29 & 70.

32. A 4 foot wide, all-weather pedestrian path shall be provided between the Recreation Center and Auburn Street. A similar pedestrian path shall be provided through the open space between approximately Lot 1 and Lot 102.

33. Prior to building permit issuance, a determination should be required regarding the ability of the sewer treatment plant to accommodate sewage from this project.

34. Provide a 20' wide multi-purpose easement and gated access for emergency access to the Draghi property.

35. Provide handicap ramps as required.

36. The applicant shall obtain a "will-serve" letter from the School District prior to beginning of site development activities and shall pay all school impact fees at the time of issuance of building permits for residential units.

APPENDIX I

ENVIRONMENTAL CHECKLIST FORM
(To Be Completed By Lead Agency)

I. Background

1. Name of Proponent Mirador Mobile Estates
2. Address and Phone Number of Proponent Western Planning & Eng'g 11860 Kemper St, Ste3, Auburn
3. Date of Checklist Submitted 1/25/89 (8/16/89 revised)
4. Agency Requiring Checklist City of Colfax
5. Name of Proposal, if applicable _____

II. Environmental Impacts

(Explanations of all "yes" and "maybe" answers are required on attached sheets.)

	Yes	Maybe	No
1. Earth. Will the proposal result in:			
a. Unstable earth conditions or in changes in geologic substructures?		✓	
b. Disruptions, displacements, compaction or overcovering of the soil?	✓		
c. Change in topography or ground surface relief features?	✓		
d. The destruction, covering or modification of any unique geologic or physical features?			✓
e. Any increase in wind or water erosion of soils, either on or off the site?		✓	
f. Changes in deposition or erosion of beach sands, or changes in siltation, deposition or erosion which may modify the channel of a river or stream or the bed of the ocean or any bay, inlet or lake?		✓	
g. Exposure of people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards?			✓

	Yes	Maybe	No
2. Air. Will the proposal result in:			
a. Substantial air emissions or deterioration of ambient air quality?		✓	
b. The creation of objectionable odors?			✓
c. Alteration of air movement, moisture, or temperature, or any change in climate, either locally or regionally?			✓
3. Water. Will the proposal result in:			
a. Changes in currents, or the course of direction of water movements, in either marine or fresh waters?			✓
b. Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff?	✓		
c. Alterations to the course or low of flood waters?			✓
d. Change in the amount of surface water in any water body?	✓		
e. Discharge into surface waters, or in any alteration of surface water quality, including but not limited to temperature, dissolved oxygen or turbidity?			✓
f. Alteration of the direction or rate of flow of ground waters?		✓	
g. Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations?		✓	
h. Substantial reduction in the amount of water otherwise available for public water supplies?			✓
i. Exposure of people or property to water related hazards such as flooding or tidal waves?			✓
4. Plant Life. Will the proposal result in:			
a. Change in the diversity of species, or number of any species of plants (including trees, shrubs, grass, crops, and aquatic plants)?	✓		

	Yes	Maybe	No
b. Reduction of the numbers of any unique, rare or endangered species of plants?			✓
c. Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species?	✓		
d. Reduction in acreage of any agricultural crop?			✓
5. Animal Life. Will the proposal result in:			
a. Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms or insects)?	✓		
b. Reduction of the numbers of any unique, rare or endangered species of animals?			✓
c. Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals?	✓		
d. Deterioration to existing fish or wildlife habitat?	✓		
6. Noise. Will the proposal result in:			
a. Increases in existing noise levels?	✓		
b. Exposure of people to severe noise levels?			✓
7. Light and Glare. Will the proposal produce new light or glare?	✓		
8. Land Use. Will the proposal result in a substantial alteration of the present or planned land use of an area?	✓		
9. Natural Resources. Will the proposal result in:			
a. Increase in the rate of use of any natural resources?	✓		
10. Risk of Upset. Will the proposal involve:			
a. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?			✓

	Yes	Maybe	No
b. Reduction of the numbers of any unique, rare or endangered species of plants?			✓
c. Introduction of new species of plants into an area, or in a barrier to the normal replenishment of existing species?	✓		
d. Reduction in acreage of any agricultural crop?			✓
5. Animal Life. Will the proposal result in:			
a. Change in the diversity of species, or numbers of any species of animals (birds, land animals including reptiles, fish and shellfish, benthic organisms or insects)?	✓		
b. Reduction of the numbers of any unique, rare or endangered species of animals?			✓
c. Introduction of new species of animals into an area, or result in a barrier to the migration or movement of animals?	✓		
d. Deterioration to existing fish or wildlife habitat?	✓		
6. Noise. Will the proposal result in:			
a. Increases in existing noise levels?	✓		
b. Exposure of people to severe noise levels?			✓
7. Light and Glare. Will the proposal produce new light or glare?	✓		
8. Land Use. Will the proposal result in a substantial alteration of the present or planned land use of an area?	✓		
9. Natural Resources. Will the proposal result in:			
a. Increase in the rate of use of any natural resources?	✓		
10. Risk of Upset. Will the proposal involve:			
a. A risk of an explosion or the release of hazardous substances (including, but not limited to, oil, pesticides, chemicals or radiation) in the event of an accident or upset conditions?			✓

	Yes	Maybe	No
b. Possible interference with an emergency response plan or an emergency evacuation plan?			✓
11. **Population.** Will the proposal alter the location, distribution, density, or growth rate of the human population of an area?	✓		
12. **Housing.** Will the proposal affect existing housing, or create a demand for additional housing?	✓		
13. **Transportation/Circulation.** Will the proposal result in:			
a. Generation of substantial additional vehicular movement?		✓	
b. Effects on existing parking facilities, or demand for new parking?	✓		
c. Substantial impact upon existing transportation systems?			✓
d. Alterations to present patterns of circulation or movement of people and/or goods?	✓		
e. Alterations to waterborne, rail or air traffic?			✓
f. Increase in traffic hazards to motor vehicles, bicyclists or pedestrians?		✓	
14. **Public Services.** Will the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:			
a. Fire protection?	✓		
b. Police protection?	✓		
c. Schools?		✓	
d. Parks or other recreational facilities?		✓	
e. Maintenance of public facilities, including roads?		✓	
f. Other governmental services?		✓	
15. **Energy.** Will the proposal result in:			
a. Use of substantial amounts of fuel or energy?			✓

	Yes	Maybe	No
b. Substantial increase in demand upon existing sources or energy, or require the development of new sources of energy?			✓
16. Utilities. Will the proposal result in a need for new systems, or substantial alterations to the following utilities: Sewer		✓	
17. Human Health. Will the proposal result in:			
a. Creation of any health hazard or potential health hazard (excluding mental health)?			✓
b. Exposure of people to potential health hazards?			✓
18. Aesthetics. Will the proposal result in the obstruction of any scenic vista or view open to the public, or will the proposal result in the creation of an aesthetically offensive site open to public view?		✓	
19. Recreation. Will the proposal result in an impact upon the quality or quantity of existing recreational opportunities?		✓	
20. Cultural Resources.			
a. Will the proposal result in the alteration of or the destruction of a prehistoric or historic archaeological site?		✓	
b. Will the proposal result in adverse physical or aesthetic effects to a prehistoric or historic building, structure, or object?		✓	
c. Does the proposal have the potential to cause a physical change which would affect unique ethnic cultural values?			✓
d. Will the proposal restrict existing religious or sacred uses within the potential impact area?			✓
21. Mandatory Findings of Significance.			
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate			

	Yes	Maybe	No
important examples of the major periods of California history or prehistory?	___	___	✓
b. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts will endure well into the future.)	___	___	✓
c. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)	___	___	✓
d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	___	___	✓

III. Discussion of Environmental Evaluation
(Narrative description of environmental impacts.)

See Attachment A for discussion of items 1a,b,c,e,f; 2a; 3b,d,f,g; 4a,c; 5a,c,d; 6a; 7; 8; 9; 11; 12; 13a,b,d,f; 14a-f; 16; 18; 19; 20a,b.

IV. Determination
(To be completed by the Lead Agency.)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared. ☐

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION WILL BE PREPARED. ☑

I find the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required. ☐

8/16/89
Date

Signature

For City of Colton

(Note: This is only a suggested form. Public agencies are free to devise their own format for initial studies.)

Civil Engineering
Land Planning
Project Management
Municipal Engineering

Counihan Consulting Engineering
Dann Counihan, P.E.

259 Nevada Street
Auburn, CA 95603
(916) 888-8072
or
10986 Rough & Ready Hwy.
Grass Valley, CA 95945
(916) 273-8757

April 21, 1994

Mr. Gene Albaugh, City Manager
City of Colfax
P.O. Box 702
Colfax, CA 95713

Re: Mink Creek Mobile Home Park - Parcel Map Dedications and Recording.

Dear Gene,

Attached is a Resolution and Offer of Dedication for Public Utility Easements, and public roadway which are associated with this project, and which are requested by Mr. Van Hickman to be acted upon by the City of Colfax on behalf of the public. I have reviewed the documents for accuracy and they are ready for City action. The City Council should pass a Resolution to not accept the Easements at this time and to authorize signature and recording of the documents. These should be recorded concurrently with the Parcel Map documents which have been reviewed and approved by City Staff.

The Easements will be accepted in the future once construction is complete.

Please contact me if you have questions.

Very truly yours,

COUNIHAN CONSULTING ENGINEERING

Dann R. Counihan, P.E.

DC:do/Encls.

cc: Mike Fleming

BOOK

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE REVERSION TO ACREAGE AND PARCEL MAP SHOWN HEREON AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP, OFFER FOR DEDICATION, AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

1.) PUBLIC AND PRIVATE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER, AND DRAINAGE PIPES, UTILITY POLES, OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER, AND ACCROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED; "MULTI PURPOSE EASEMENT" (M.P.E.), "PRIVATE ROAD AND UTILITY EASEMENT" (P.R.&U.E.), INCLUDING AREAS "C", "E", AND "F" SHOWN HEREON, AND REMOVE TREES AND VEGETATION.

2.) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF SEWER PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC SEWER EASEMENT", SHOWN HEREON AS AREA "D",TOGETHER WITH SEWERAGE IMPROVEMENTS THEREI

3.) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER, AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC DRAINAGE EASEMENT", SHOWN HEREON AS AREA "B", TOGETHER WITH DRAINAGE IMPROVEMENTS THERE

4.) PUBLIC EASEMENT FOR ROAD AND UTILITY PURPOSES, INCLUDING INSTALLATION AND MAINTENANCE OF PUBLIC FACILITIES, TOGETHER WITH PUBLIC IMPROVEMENTS CONSTRUCTED THEREIN, AND SHOWN HEREON AS AREA "A".

Leland Van Hickman
LELAND VAN HICKMAN

David Flickinger
NAME

President
TITLE

FLICKINGER INVESTMENTS
BENEFICIARYPER DOC. #93-024905
PLACER COUNTY OFFICIAL RECORDS

George E. Garr
GEORGE E. GARR

M.E. Fleming
M.E. FLEMING, PRESIDENT
WESTERN PLANNING & ENGINEERING
BENEFICIARY PER DOC. #93-080904
PLACER COUNTY OFFICIAL RECORDS

PWR1
TOM TIEMAN
Comm. # 989186
NOTARY PUBLIC - CALIFORNIA
Placer County
Comm. Expires June 7, 1997
PWR1

STATE OF CALIFORNIA)
COUNTY OF Placer)

ON THIS 25th DAY OF February, 1994, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Leland Van Hickman, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT ACKNOWLEDGED THAT HE EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

Tom Tieman
NOTARY PUBLIC

RESOLUTION NO. 18-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX TO ACT UPON AN OFFER OF DEDICATION FOR PUBLIC EASEMENTS, AND TO AUTHORIZE THE SIGNATURE AND RECORDING OF THE MINK CREEK HOME MOBILE HOME PARK PARCEL MAP AND REVERSION AND ACREAGE

THE CITY COUNCIL HEREBY RESOLVES:

1. To authorize the City Clerk, or Mayor (Pro-Tem), to sign and record the Leland Van Hickman, George A Carr Parcel Map and Reversion to acreage for Mink Creek Homes mobile home park.

2. To not accept at this time, but to reserve the right to accept in the future, the offers of dedication for public utility easement and roadways described in the owner's statement on said map.

PASSED AND ADOPTED this 26th day of April 1994 by the following roll call vote:

AYES: Councilpersons Ralphy, Nann, Chadd & Armando

NOES: None

ABSENT: None

Mayor

ATTEST:

Betty Delgado
City Clerk

I, Betty Delgado, City Clerk of the City of Colfax certify under penalty of perjury that the foregoing is a full, true and correct copy of Resolution No.18-94 adopted by the City Council at a regular meeting held on April 26, 1994. The original of which is on file in my office.

Betty Delgado
BETTY DELGADO, CITY CLERK

COMPLETE THIS INFORMATION:
RECORDING REQUESTED BY:

FIRST AMERICAN TITLE

AND WHEN RECORDED MAIL TO:

CITY OF COLFAX
P. O. Box 735
Colfax, CA 95713

94-059809

Recorded
Official Records
County of
Placer
Jim McCauley
Recorder
8:00am 22-Aug-94

Rec Fee .00
Check .00

FATC JG 2

THIS SPACE FOR RECORDERS USE

TITLE OF DOCUMENT:

RESOLUTION NO. 18-94

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Additional recording fee applies)

3
EO

RESOLUTION NO. 27-97

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF COLFAX
APPROVING FINAL MAP FOR MINK CREEK MOBILE HOME SUBDIVISION**

WHEREAS, the City has previously approved a tentative map for the Mink Creek Mobile Home Subdivision;

WHEREAS, the subdivider has prepared and submitted for approval a final map; and,

WHEREAS, the City Engineer has reviewed the final map, and has advised the City that the final map conforms to the requirements of the conditions of approval of the tentative map, the State Subdivision Map Act, and the City subdivision ordinance (Colfax Municipal Code title 9, chapter 1);

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

1. The City Council finds that the Mink Creek Mobile Home Subdivision final map conforms to the requirements of the conditions of approval of the tentative map, the state Subdivision Map Act, and the City subdivision ordinance.

2. The City Council hereby approves the final map (consisting of five sheets) of the Mink Creek Mobile Home Subdivision, in the form as on file with the City Engineer.

3. The City Council continues not accept the offer of dedication or improvement as made on Placer County Official Records, parcel maps at Book 28, page 25 (but the City continues to reserve the right to accept such offer in the future).

PASSED AND ADOPTED by the City Council of the City of Colfax on the 12th day of August, 1997, by the following vote:

AYES: Councilpersons Kellams, Livingston, Williams, Wolfe and Mayor Perry.
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE

Scott Perry, Mayor

Attest:

By: Donna Walker
Donna Walker, City Clerk

8644/R081297d

AGREEMENT BETWEEN CITY OF COLFAX AND MINK CREEK DEVELOPMENT CO. REGARDING MINK CREEK MOBILE HOME SUBDIVISION

This agreement is made and entered into this 12th day of September, 2000, at Colfax, County of Placer, California, by and between the CITY OF COLFAX (City), a political subdivision of the State of California, and Mink Creek Development Co. (Developer), a California Limited Partnership.

Section 1. Background. Mink Creek Mobile Home Subdivision is an ongoing project in the City of Colfax that was originally approved in September 1989 as Mirador Mobile Estates, a mobile home park. Subsequent modifications to the project have been approved by the City, allowing it to be developed in two phases and converting it to a mobile home subdivision. Phase I consists of 54 units and is approaching build-out; Phase II consists of 45 units and is under now construction.

Section 2. Purpose of Agreement. The Colfax Planning Commission approved Developer's tentative subdivision map application for Phase II on June 15, 2000. Developer agreed to comply with all of the conditions of that approval, but informed City that the timing of that compliance could result in financial hardship for Developer. Verbal agreements concerning timing have been reached between City and Developer since the June 15, 2000 approval. This Agreement is entered into as a memorandum of understanding to document the verbal agreements that have been reached.

Section 3. Conditions of Approval. City and Developer agree as follows to timing of compliance for each condition that is listed below from the June 15, 2000 Planning Commission approval:

a) Condition No. D.1. - Phase I Field Changes: The requirement to include Phase I field changes in the revised improvement plans submitted for approval is deferred until construction is complete. Field changes made during Phase I construction will be documented on as-built drawings when as-built drawings for the entire project are submitted to City for approval following completion of construction, and prior to final acceptance of improvements by City.

b) Condition No. D.1. - Submittal of Revised Improvement Plans: Revised improvement plans for Phase II construction were not submitted to City for review until September 5, 2000. City is not responsible for any construction delays or financial impacts experienced by Developer as a result of their failure to prepare and submit revised improvement plans for approval prior to starting Phase II construction.

c) Condition No. D.2. - Storm Water Pollution Prevention Plan: Developer has submitted the Notice of Intent and annual fee to the State Water Resources Control Board, as required by state and federal law, and this condition of approval. Developer has proceeded with construction without meeting the remaining NPDES requirements, which include completion of the Storm Water Pollution Prevention Plan, Monitoring Program and Inspection Plan prior to beginning construction. Enforcement of these regulations is under the jurisdiction of the Regional Water Quality Control Board, and Developer accepts full responsibility for their decision.

d) Condition No. D.3. - Landscaping at Electrical Box: The requirement for Developer to provide landscaping around the electrical box acceptable to the owners of the parcel has been satisfied. Developer will continue to maintain the landscaping, which includes proper pruning to encourage growth for adequate screening.

e) Condition No. D.4.a) - Trunk Sewer Lines: Public utility easements for the sanitary sewer and storm sewer trunk lines from the north property boundary to South Auburn Street will be offered to City for dedication on the Phase II Final Map. City will accept those dedications with acceptance of the map. Construction of the storm sewer trunk line is complete. Developer will complete construction of the sanitary sewer trunk line by November 30, 2000. Developer will coordinate construction with improvements to be constructed on the Industrial Park parcel is required. Developer will process at their sole expense any abandonment and dedication of the public utility easement on the Industrial Park parcel to the north that are required because of the change in location of Mink Creek's sewer cleanout on the north property line by December 31, 2000.

f) Condition No. D.4.b) - Area "A" Dedication: Area "A" on Book 28 of Parcel Maps at Page 25 will be offered for dedication on the Phase II Final Map. City will decline the offer for a period of three years, after which the offer will be accepted.

g) Condition No. D.4.b) - Area "A" and Intersection Improvements: Area "A" improvements and improvements to the intersection of Mink Creek Drive and South Auburn Street will be completed by July 1, 2001. Developer will revise sheets 8, 9 and 10 of the project improvement plans to incorporate field changes and modify the striping layout as required for approval by the City Engineer prior to beginning construction. Existing pavement will be inspected by the City prior to beginning construction. Any subsurface damage to the existing pavement structural section will be repaired or replaced to the satisfaction of the City Engineer.

h) Condition No. D.4.b). - Bus Turnout: Developer obtained verbal approval for location and configuration of the bus turnout from City, School District, and others several years ago. No documentation has been found to date. City and Developer will continue to work together to reach an acceptable solution.

i) Condition No. D.8. – Improvement Requirements and Final Map: City and Developer believe that the onsite Phase II infrastructure improvements will be complete prior to filing the final map. Completion of the sanitary trunk sewer and the Area "A" and intersection improvements have been deferred until after the Phase II final map is expected to record (Section 3, paragraphs e) and g)). Developer has previously deposited funds with City for payment of sewer connection fees as needed. In lieu of bonding for the remaining improvements, Developer agrees that City will hold $20,000.00 of the funds now on deposit with City, including all interest accruing, as security for those improvements. Once the improvements are complete and have been accepted by City, the security will be returned to the sewer connection fund. $7,000.00 will be held until acceptance of the sanitary trunk sewer. $13,000.00 will be held until acceptance of the Area "A" and intersection improvements.

j) Condition No. D.8. - Phase II Final Map: Developer desires to record the Phase II Final Map in September 2000. Developer submitted the draft Phase II Final Map to City for checking on September 5, 2000. City staff is making every effort to expedite the review process. First map check requires a minimum of two weeks. After Developer incorporates comments,

resubmits the revised map, and City staff approves it, it can be placed on the City Council agenda for approval to record. The City of Colfax will not be responsible for any delays in recording the final map as a result of Developer's failure to submit the final map for checking in a timely manner.

k) Condition No. D.9. - "Will Serve" Letters: Since this is an ongoing project, utility providers have previously furnished "will serve" letters to Developer for the entire project. Developer has already submitted the "will serve" letters to City. This condition has been met.

l) The timing of compliance for all other conditions of approval is acceptable to Developer as written.

Section 4. Assignment. Developer may not assign the understandings documented under this agreement to any other party without prior written consent of City.

Section 5. Modifications. This Agreement represents the entire agreement and understanding between the parties, and any negotiation, proposals or oral agreements are intended to be integrated herein and to be superseded by this Agreement. Any modification to this Agreement shall be in writing and signed by authorized representatives of the parties.

The parties enter into this agreement on the day and year first above written.

MINK CREEK DEVELOPMENT CO.

By: David Flickinger
(Signature)

Name: DAVID FLICKINGER

Title: PRESIDENT
FLICKINGER INVESTMENTS, INC
GENERAL PARTNER

CITY OF COLFAX

By: Arturo de la Cerda
(Signature)

Name: Arturo de la Cerda

Title: City Manager

P.O. Box 702
33 S. Main Street
Colfax, CA 95713

530-346-2313
Fax 530-346-6214

CITY OF COLFAX

005-95-12.8

December 12, 2000

FAX: (530) 346-2143

FAXED 12/12/00

Mr. David Flickinger
Mink Creek Homes
1075 So. Auburn St., #77
Colfax, CA 95713

SUBJECT: MINK CREEK HOMES: REQUEST FROM VIERRAMOORE, INC.

Dear Mr. Flickinger:

The City of Colfax has just received a second request from VierraMoore, Inc. for a letter that describes flood and drainage conditions at the Mink Creek project.

On several occasions over the last few months, I have verbally requested a copy of the Drainage Report prepared by your engineer during Mink Creek's design phase, and have not yet received a copy of the document.

I will not be able to adequately respond to this request from your consultant without the requested information. Please provide a copy of the Drainage Report as soon as possible.

Please call me at (530) 823-7300, extension 201, if you have any questions.

Sincerely,

Joyce I. Davis, P.E.
City Engineer

cc: Bob Christofferson, City Manager

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P.O. Box 702
33 S. Main Street
Colfax, CA 95713

CITY OF COLFAX

530-346-2313
Fax 530-346-6214

December 26, 2001

Van Hickman and David Fleckinger
Mink Creek Development
PO. Box 909
Colfax, CA 95713

RE: Mink Creek Subdivision Conditions of Approval

Dear Mr. Hickman and Mr. Fleckinger:

As you know, construction within the Mink Creek Subdivision is rapidly progressing towards completion. In an effort to ensure all of the conditions of approval are met I have requested that the City Building Official, City Planner and the City Engineer review the approval documents, the current status of construction and then report to me a listing of outstanding conditions. Attached for your review is a listing of conditions that appear not to have been met as of this time. You will also find copies of supporting material.

I would like to meet with both of you and City Staff to review the list. The purpose of this review is simply to confirm the items left to be done and to develop a calendar for the completion of remaining items. We can also use this time to discuss other issues you may have that may need to be addressed by the City prior to the completion of the project.

I am looking forward to meeting with you some time after the first of the year and would appreciate your calling Ms. Shirley Alexander, the City's administrative assistant to set an appointment. Ms. Alexander is available at 346-2313 and you may also reach me at this number should you have any questions regarding this letter.

Sincerely,

Bob Perrault

Bob Perrault
City Manager

Copy to City Council
Copy to City Department Heads
Copy to Mink Creek File

Eisner Consultants
5515 Freeman Circle
Rocklin, CA 95677
(916) 315-0940 voice
(916) 315-8711 fax

MEMORANDUM

To: Bob Perrault, City Manager

CC: John Kintz, Building Official
Joyce Davis, City Engineer

From: Shelley Eisner, Planning Director

Date: December 11, 2001

Subject: Mink Creek Subdivision
Conditions of Approval

Pursuant to your request the Building, Planning, and Engineering Departments have reviewed the conditions of approval for Mink Creek Subdivision and concluded the following list of conditions require compliance:

- Unless the park is to be limited to adults only, the applicant shall design and construct a bus stop on South Auburn Street, at the park entrance, to the satisfaction of the City Engineer and California Highway Patrol. The developer has substantially completed a school bus turnout on South Auburn Street pursuant to the previously approved map. The bus turnout still requires striping, a bus shelter, and appropriate signage pursuant to Phase I, conditions of approval.

- Provide "no parking" signs on all roadways.

- A 4-foot wide, all-weather pedestrian path shall be provided between the Recreation Center and Auburn Street. A similar pedestrian path shall be provided through the open space between approximately Lot 1 and Lot 102 and pursuant to submitted approved plans.

- The 30-foot emergency access shall be paved pursuant to submitted approved plans. (The knock-down/break-away emergency access posted "No Parking at any time" with California Govt. Vehicle Codes was constructed and posted by JP & Associates during construction of the GKM project.)

- All off-site improvements and on-site recreational facilities shall be constructed with Phase I, with the exception of the Phase II park area".

The extension of Mink Creek Drive from the subdivision boundary to South Auburn Street is identified as Areas "A" in Book 28 of Parcel Maps at Page 25, and was offered for dedication for public road and utility purposes on that map. The City did not accept the offer, but reserved the right to do so in the future upon completion of Improvements. The improvements required in Area "A" and on South Auburn Street at the intersection with Mink Creek Drive will be completed prior to filing the Phase II Final Map. Final location of the bus turnout will be approved by the City Engineer prior to acceptance of the revised improvements plans. (Phase I Final Map approved a bus shelter; the shelter must be constructed pursuant to approved submitted plans.) Area "A" will be re-offered for dedication to the public for access and utility purposes on the Phase II Final Map.

- All on-site Phase I improvements, including but not limited to the final lift of asphalt concrete pavement on the streets, shall be completed when build-out of Phase I reaches substantial completion.

- As-built or record drawings will be prepared which incorporate any and all changes made in the field during construction. The drawings will be submitted to the City Engineer for approval. Once the drawings have been approved, reproducible mylars of the drawings will be submitted to the City, prior to final acceptance of the improvements.

- The developer shall mitigate noise impacts from I-80 by means of an embankment (earth-berm). The rear of each lot will insure that the top of the bank will be a minimum of 6-feet above the building paid on lots on the east boundary adjoining and parallel to the commercial-retail and commercial highway zones. More specifically shown on the Tentative Map Phase II as lots numbered 93 through 99 to reduce potentially significant noise impacts to less than significant from Interstate 80 and future commercial development. The earth-berms have been completed on all lots excepting lot number 93. A 6-foot berm/sound wall shall be constructed pursuant to submitted approved plans.

The Planning Commission approved Mink Creek Tentative Subdivision Map Phase II pursuant to:

- All previous conditions of approval and approved revisions for this project remain in effect and are included as part of this approval.

- The project shall be constructed in conformance with all applicable City codes, plans, reports, materials, etc., as submitted. In the event of a conflict between said plans; reports, and materials, City codes shall prevail.

Mink Creek Development Company
Post Office Box 909 • Colfax, California 95713
Phone (530) 346-2568 Fax (530) 346-7659

JUNE 14,2002
MR. BOB PERRAULT, CITY MANAGER
CITY OF COLFAX
P.O. BOX 702
COLFAX, CA. 95713

RE: ISSUES REQUIRED FOR COMPLETION OF MINK CREEK SUBDIVISION,AND WITHHOLDING OF BUILDING PERMITS

DEAR MR. PERRAULT,

PURSUANT TO YOUR LETTER DATED JUNE 11,2002 REQUESTING A COMPLETION SCHEDULE OF THE NECESSARY CORRECTIONS AND OBLIGATIONS FOR THE COMPLETION OF THE MINK CREEK SUBDIVISION I HAVE COMPILED THE FOLLOWING LIST WHICH HOPEFULLY WILL MEET WITH YOUR APPROVAL.

1. SEWER TRUNK LINE; DAVID FLINCKINGER, WILL APPEAR BEFORE THE CITY COUNCIL REGARDING THIS MATTER.

2. DRAINAGE ON LOTS 52-54; OUR SOLUTION SUBMITTED JUNE 11,2002.

3. WE NEED CLARIFICATION ON SIGNAGE AND STRIPING AT THE TIME OF SUBMITTAL TO THE PLANNING COMMISION. THE PAYTON'S WERE TO DONATE MATERIAL FOR A BUS SHELTER, THIS IS NO LONGER AVAILABLE.

4. NO PARKING SIGNS; THE HOMEOWNERS DO NOT WANT SIGNS, AND PLAN TO APPEAL TO THE CITY COUNICAL.

5. PEDESTRIAN PATH; ELIMINATED BY THE PLANNING COMMISION.

6. PAVING EMERGENCY ACCESS; THIS WILL BE DONE AT TIME OF OVERLAY PAVING, COMPLETION APPROXIMATELY SEPT.1,2002.

7. OVERLAY PAVING; THIS WILL BE DONE AS SOON AS UTILITIES ARE CONNECTED TO LAST HOUSE.

8. SOUND WALL LOT 93; COMPLETE BY SEPT. 1,2002.

PLEASE FEEL FREE TO CALL ME IF YOU HAVE ANY QUESTIONS OR CONCERNS.

SINCERELY,

VAN HICKMAN

Mink Creek Development Company
Post Office Box 909 • Colfax, California 95713
Phone (530) 346-2568 Fax (530) 346-7659

JULY 2,2002
MR BOB PERRAULT,CITY MANAGER
P.O.BOX 702
33 S. MAIN ST.
COLFAX,CA.

RE: RESPONDING TO YOUR LETTER OF JUNE 18,2002

DEAR MR. PERRAULT,

IN RESPONSE TO YOUR LETTER I BELIEVE THE FOLLOWING COMPLIES WITH WITH YOUR REQUESTS IN ORDER FOR YOU TO ISSUE THE REQUIRED BUILDING PERMITS.

ITEM 2. CONSTRUCTION HAS STARTED ON V DITCH AGREED TO BY CITY E ENGINEER. COMPLETION AUGUST 1,2002

ITEM 3. BUS BENCH HAS BEEN ORDERED

ITEM 4. NO PARKING SIGNS HAVE BEEN ORDERED. COMPLETION AUG.15,ØO2

ITEM 7 PAVING OVERLAY, COMPLETION SEPTEMBER 15,2002

ITEM 8. SOUND WALL LOT 93, CONSTRUCTION STARTED, COMPLETION BY AUGUST 1,2002.

SINCERELY,

L.V. HICKMAN

P.O. Box 702
33 S. Main Street
Colfax, CA 95713

530-346-2313
Fax 530-346-6214

CITY OF COLFAX

December 4, 2002

Mr. David Flickinger
Mink Creek Development Company
PO Box 909
Colfax, CA 95713

Subject: Mink Creek Subdivision Conditions of Approval

Dear Mr. Flickinger:

During the Summer Months we corresponded regarding the need to complete several of the conditions associated with the Mink Creek Subdivision. In fact, in August, the City Engineer submitted a letter to you specifying the items that still needed to be completed On November 20, 2002 the Building Official completed an inspection of the Subdivision and based on his review indicated that several of the improvements on the schedule remain. While all of the tasks on the list are to be finished the following items are priorities:

1. Revised Improvement Plans (sheets 8, 9, and 10) for the intersection of Mink Creek Drive and South Auburn Street are required to be submitted and approved prior to final paving. These revisions need to be submitted to the City Engineer.

2. Drainage Improvements for Lots 52-54 and 71-72 needs to be completed and signed off by the City Engineer.

3. The sound wall constructed behind lot #93 needs to be inspected

4. As built improvement plans are to be submitted to the City Engineer

5. The erosion on lot 37 needs to be corrected and the roof drain piped to the swale behind the lot.

6. Paving in Mink Creek Drive / South Auburn St. intersection is yet to be completed.

It is clear that the Subdivision is just about complete and I am concerned that all of the residential units will be sold and occupied prior to the completion of the obligations specified. Consequently, I am instructing the Building Official to withhold the certifications for HCD form #433 on the final 5 lots in the subdivision. I regret having to take this action. But based on the limited progress I have seen in completing these improvements. I can see no other alternative.

Please feel free to set an appointment to so that we can meet and resolve these issues by calling (530) 346-2313.

Sincerely,

Bob Perrault

Bob Perrault
City Manager

Copies to Building Official
Copies to City Engineer
Copies to City Planner
Copies to City Council

Memo to: Scott Browne

From: Bob Perrault, Colfax City Manager

Date: February 14, 2003

Subject: Mink Creek Improvements and Escrow and Escrow Instructions

As you know there remain a number of items to be completed in the Mink Creek Development. I have asked for security in the amount of 150% of the cost of the improvements. In response Mr. Fleckinger established the attached escrow in the amount of $90,000. As you will note the escrow has been established in such a way as to enable the Contractor Simpson & Simpson to make draws against the account as the work is completed. There is no provision for the City to gain access to the account in the event there is a failure to perform on the part of the Contractor.

Please provide me with direction as to the form the Escrow should take. In addition to the $90,000 in the escrow account the City has on file a remaining $20,000 as security for the Project. I believe between the escrow and the fund, the City has sufficient security to guarantee the completion of the improvements.

BOB
FUNDS WERE PULLED
AROUND THE FIRST OF MAY 2003

Sierra Valley Title Company

13555 Bowman Road Suite 200, Auburn CA 95603
Phone (530) 886-1313 Fax (530) 886-1311

ESCROW INSTRUCTIONS

Date: January 21, 2003
Escrow Officer: Shawna L. Edgell
Escrow Number: 55002631-SE

Flickinger Investments, Inc. has deposited with Escrow Holder funds in the amount of $90,000.00 to be held in an escrow non-interest bearing account. Flickinger Investments, Inc. will hand Escrow Holder written instructions authorizing said funds to be disbursed to Simpson & Simpson for the work completed for completing the paving overlay of Mink Creek Development Company located at 1075 South Auburn Street Colfax CA 95713. Said funds will be held for a period not to extend 12 months from the date of the deposit. Any remaining funds shall be released back to Flickinger Invetments, Inc.

The GENERAL PROVISIONS are by this reference made a part of these instructions and have been read and are approved by the undersigned. I will hand you any funds and instruments required to complete this escrow. Each of the undersigned states he has read the foregoing instructions, understands and agrees to them and has retained a copy of the executed instructions.

GENERAL PROVISIONS

1. Deposit of Funds & Disbursements All funds received in this escrow shall be deposited with other funds in a general account of Sierra Valley Title, with any State or National Bank and may be transferred to any other general escrow account or accounts. All disbursements shall be made by your check of Sierra Valley Title
2. Prorations and Adjustments All prorations and/or adjustments are to be made as of close of escrow on the basis of a 30-day month unless otherwise specified in writing. The phrase "close of escrow" (COE or CE) as used in this escrow means the date on which documents are recorded and relates only to proration and/or adjustments unless otherwise specified in writing.
3. Recordation of Instruments Recordation of any instruments delivered through this escrow, if necessary or proper in the issuance of the policy of title insurance called for, is authorized.
4. Authorization to Furnish Copies You are to furnish a copy of these instructions, supplements, amendments, notices of cancellation and closing statement in this escrow to the real estate broker(s) and lender(s), named in this escrow
5. Authorization to Execute Assignment of Insurance Policies Your are to execute on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow; forward assignment and policy to the agent with the requesting that insurer consent to the transfer and/or attach a loss-payable clause and/or such other endorsements as may be required; and forward the policy(s) to the principals entitled thereto.
6. Personal Property Taxes No examination or insurance as to the amount or payment of persona property taxes is required unless specifically requested.
7. Right of Cancellation Any principal instructing you to cancel this escrow shall file notice of cancellation in your office, in writing. You shall within two (2) working days thereafter mail, by certified mail, one copy of the notice to each of the other principals at the addresses stated in this escrow. Unless written objections to cancellation is field in your office by a principal within ten (10) days after date of mailing, you are authorized to comply with the notice and demand payment of your cancellation charges, as provided in this agreement. If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or final order of a court of competent jurisdiction.
8. Action in Interpleader The parties expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights amount themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the parties jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in the interpleador action in the amount thereof to be fixed and judgment therefore to be rendered by the Court. Upon the filing of the action, you shall thereupon be fully released from all obligations to further perform any duties otherwise imposed by the terms of this escrow.
9. Termination of Agency Obligations If there is no action taken on this escrow within six (6) months after the "time limit date" set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and upon such termination, all documents, monies, or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals, the fees and charges due Sierra Valley Title Company, including expenditures incurred, and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).
10. Conflicting Instructions Upon receipt of any conflicting instructions other than cancellation instructions, you are no longer to take any further action in connection with this escrow until further consistent instructions are received from the principals to this escrow except as provided in the General Provisions.
11. Usury You are not to be concerned with any question of usury in any loan or encumbrance involved in processing of this escrow and you are hereby released of any responsibility or liability therefore.
12. Cost of Collection, Attorney's Fees In the event that escrow closes and a particular principal's funds in escrow are insufficient to cover all costs, fees and charges attributed to that principal for the items shown on the estimated statement, and you make efforts to collect the balance, that principal agrees to pay all reasonable costs of collection, including without limitation, attorney's fees incurred in connection with such efforts. In the event of any dispute arising out of the instructions in this escrow, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. If there is more than one person or party is such principal, these obligations shall be joint and several.
13. Arbitration This paragraph concerns the resolution of claims or controversy which exceed the subject matter jurisdiction of the small claims division of the Municipal Court of the State of California arising out of or relating to this contract or any breach of this contract.

Buyer(s)/Seller(s) Initials: _____ _____ _____ _____ _____

At the request of Sierra Valley Title, a California corporation, or any party to the contract, any such controversy or claims will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. For purposes of the application of the statue of limitations, the filing of an arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrator will have the authority to decide whether any such claim or controversy is barred by the statute of limitations and, if so, to dismiss the arbitration on that basis. If there is a dispute as to whether an issue is arbitral, the arbitrators will have the authority to resolve any such dispute. The decision that results from an arbitration proceeding may be submitted to any authorized court of law to be confirmed and a judgment entered.

14. **Escrow Holder Bound Only By Instructions** You are not to be concerned with any agreements of the parties which are not set forth in written instructions deposited in this escrow, and shall be bound only by such written escrow instructions.

These instructions are effective until _____, and thereafter until revoked by written demand on you by the undersigned or any one of them. I hereby agree to pay all costs and fees as shown on the estimated statement above, including any adjustments and request you to remit any balance to me at the address shown below.

Flickinger Investments, Inc.

By: David Flickinger
David Flickinger, President

BORROWERS MAILING ADDRESS:

_____

Buyer(s)/Seller(s) Initials:_____ _____ _____ _____ _____

MINK CREEK MOBILE HOME PARK TENTATIVE PARCEL MAP

CONDITIONS OF APPROVAL

1. This approval is subject to all Conditions of the previously approved Mink Creek Mobile Home Park (Mirador Mobile Estates).

2. Prior to construction of site improvements, improvement plans shall be revised to reflect phasing of the construction as approved by the City Engineer.

3. The parcel map shall reflect the reversion to acreage of existing maps and parcels within the boundary of the map, shall offer to dedicate to the public all required road and utility easements and applicable improvements as described in the mobile home park project. Easements to be abandoned shall be noted on the map.

4. Phase I improvements shall include construction of the connector road to the industrial park property to the north, construction of the secondary access road to Whitcomb Avenue to the northeast. Construction may be a gravel surfaced roadway for interim use.

5. Interim Phase I water and fire safety improvements shall be approved by P.C.W.A. and the Colfax Fire Department.

6. The developer shall construct and dedicate to the public in Phase I the sewer trunk line and a minimum 20-foot wide easement from South Auburn Street to the industrial park property line at the sole cost of the developer. At the discretion of the developer, the last 90 feet of sewer pipeline and terminal manhole may be omitted from construction. This length is located from the valley gutter on Treasurton Street to the industrial park property line along the easterly frontage of Lot 38 as shown on the proposed improvement plans.

7. All off-site improvements and on-site recreational facilities shall be constructed with Phase I, with the exception of the Phase II park area.

8. Condition #29 of the mobile home park approval is revised to recognize construction of the mobile home park in a maximum of two phases consistent with Conditions listed herein.

9. Indemnification. The subdivider shall defend, indemnify and hold harmless the City of Colfax, its agents, officers and employees from claims or actions pertaining to this approval and in accordance with Section 66474.9(b)(1 & 2) of the Subdivision Map Act.

Memo

To: **The Honorable Mayor and City Council**

From: **Bob Perrault, City Manager**

Subject: **Reimbursement for Costs Quail Park/ J P Associates (Pete Brodeur)**

Date: **March 25, 2003**

Background:

As the Council is aware the City was a partner in an effort with Quail Park / JP & Associates (Pete Brodeur) in retaining GKM Tully-Wihr the one of the City's major employer's and the completion of the Whitcomb Ave. Business Park. Specifically, the developer was to complete a facility for GKM Tully- Wihr and the City was to complete Whitcomb Ave. including the infrastructure necessary to serve the GKM-Tully Wihr facility. During the project the developer had to install infrastructure over and above his initial commitment to the project in order to permit the timely occupancy of the new facility by GKM- Tully Wihr. At the time the City indicated a willingness to reimburse the developer for these costs. Staff is now recommending a reimbursement of $72,000 to the developer.

Prior to 2000 the City was faced with the potential loss of GKM Tully – Wihr. The company was growing rapidly and had outgrown its leased space of 21,000 sq ft. The prospect that the firm would relocate to another community unless adequate space could be located was very real. The City was also interested in completing Whitcomb Ave and installing the infrastructure to serve an industrial park of approximately 14 acres. In June of 2000 the City entered into a Fair Share Agreement with Quail Park / JP & Associates (Pete Brodeur) as an economic development project. According to the provisions of the Agreement, the developer was to complete the facility for GKM-Tully Wihr in the Industrial Park and the City was required to complete the infrastructure necessary to serve the facility.

In order to fund the improvements along Whitcomb Ave, including the infrastructure, the City received a grant of Community Development Block Grant Funds amounting to $500,000. Ultimately the developer also agreed to pay for his share of the improvements at the time of the facility's sale or at the end of an 8-year period following the completion of the improvements whichever occurred first. The total fair share amount was $151,206.

The project suffered several delays during both the engineering and construction phases. The facility itself was constructed during the first nine months of 2001. A commitment

was made to the Tully Wihr Corporation that the facility would be available for occupancy by September 2001. In order to permit occupancy of the structure the infrastructure had to be installed. The installation of the infrastructure was the City's responsibility as a part of the Whitcomb Ave. Project. In the summer of 2001 the Whitcomb Ave Project was sent out to bid. The bids received were significantly over the project's budget. After considerable discussion the Council decided to delay the bid until the spring of 2002 in the hopes of getting an improved bid quite. Eventually the project did go out to bid a second time and the bid was awarded. Construction of Whitcomb Ave, including the infrastructure components was completed during the spring and summer of 2002.

As a result of the delay in the construction of Whitcomb Ave. the developer proceeded to construct the infrastructure necessary to accommodate the occupancy of the facility by GKM. He proceeded with the installation of the infrastructure with the understanding that he would be reimbursed for the additional costs he incurred. The following is breakdown of the costs according to item constructed and an identification of associated costs. As you will note from the listing some of the elements constructed were temporary while others were permanent. The installation of the improvements was under the supervision of both the Building Official and the Engineer. The developer submitted receipts documenting the expenditures for each of the following elements:

TOM LELAND

- Temporary power- $9,654
- Sewer Line from Mink Creek Subdivision- $5,300
- Install Sewer Line for the Industrial Park- $21,775
- Install sewer manhole for the Colfax Industrial Park- $2, 900
- Temporary Conduit- $4,559
- Additional Work for power to the building- $2,844.20
- Vault Box per PG&E for temporary power- $3444.40
- Architectural Services to relocate water for fire and domestic use-$4,480
- Cost of money associated with the installation of infrastructure- $5,495.56
- Overhead and coordination - $11, 547.84

Total $72,000

I am recommending Mr. Brodeur be reimbursed for these costs. The funding for the reimbursement will come from two sources. A total of $66,700 would come from Fund 243 Whitcomb Fair Share. This is the Fund into which Fair Share payments are made and according to the Community Development Block Grant Representatives it would be appropriate to reimburse the developer from these funds. The remaining $5,300 should be reimbursed from Fund 584 Mink Cr. Improvement Security. These funds should be used to reimburse the developer for costs associated with the Sewer Line from Mink Creek. This Sewer Line was originally the responsibility of the Mink Creek developer. Reimbursement of the costs in this manner will not impact the General Fund

Summary
The City worked collaboratively with Quail Park / JP & Associates (Pete Brodeur) to construct a facility for GKM / Tully Wihr and to complete Whitcomb Ave Improvements. The City and the Developer entered into a Fair Share Agreement requiring the developer to complete the facility and the City to complete the infrastructure improvements and Whitcomb Ave. The City was delayed in completing the infrastructure necessary to accommodate the retention of GKM / Tully Wihr. The developer then installed the infrastructure with the understanding he would be reimbursed. The developer has completed his obligations with respect to the Fair Share Agreement. Staff is recommending the developer be reimbursed for his costs that he incurred over and above his original obligation

Recommendation:
It is recommended the Council adopt the attached resolution authorizing the reimbursement to Quail Park / JP and Associates (Pete Brodeur) for costs he incurred associated with the Whitcomb Ave. GKM Project upon execution of a settlement agreement to be prepared by the City Attorney containing appropriate protections for the City.

Resolution No. 9- 2003

A Resolution of the City Council of the City of Colfax authorizing a Reimbursement of Costs to Quail Park / JP & Associates (Pete Brodeur) for Costs He Incurred for construction of Infrastructure Associated with the GKM / Tully Wihr Project

Whereas, GKM/ Wihr is the single largest employer within the City of Colfax; and the Community was in danger of losing this employer due to a lack of adequate space: and,

Whereas, The City was desirous of completing the improvements to Whitcomb Ave. to improve the area for business and industrial development, and;

Whereas, the City and Quail Park / JP and Associates (Pete Brodeur), the developer, determined to work collaboratively in the completion of the facility for GKM- Tully Wihr and the completion of Whitcomb Ave, and;

Whereas the City received a Federal Grant in the amount of $ 500,000 from the Community Development Block Grant Program to Fund the Public Improvements, and;

Whereas, The City and the developer entered into a Fair Share Agreement dated June 28, 2000 and later amended on November 20, 2000, and:

Whereas, said agreements detailed the obligations of the City and developer, and;

Whereas, in the course of the project the developer was required to complete additional work over and above the obligations identified in the Fair Share Agreement, and;

Whereas, the City Manager and the developer have negotiated an amount for reimbursement that is agreeable to both parties; and

Whereas, the City has determined to reimburse the developer for the costs incurred by the developer to accomplish the additional work, and;

Now Therefore Be It Resolved by the City Council of the City of Colfax:

1. **The City Council authorizes a payment in the amount of $72,000 to Quail Park / JP & Associates (Pete Brodeur) upon execution by the parties of a written agreement to be prepared by the City Attorney, confirming the terms of the settlement.**
2. **The Staff report to the City Council dated March 25, 2003 and entitled "Reimbursement of Costs" is hereby incorporated in this Resolution**

Resolution No. 9-2003

Passed and adopted this 25th day of March by the following roll call vote:

Ayes Council Members Gard, Gieras, West and Mayor Blackmun
Noes None
Absent Councilwoman Kellams
Abstain None

Sherrie Blackmun, Mayor

Attest City Clerk, Terese Ramsey

July 8, 2003

A regular meeting of the City Council of the City of Colfax was called to order by Mayor Blackmun in the City Hall Council Chambers, 33 S. Main Street, Colfax on Tuesday July 8, 2003 at 7:03 p.m.

Present and answering roll call were Council Members Gieras, Kellams, West and Mayor Blackmun.

The Salute to the Flag was led by Mayor Blackmun.

Mayor and Council announcements:
Mayor Blackmun attended a PCTPA meeting and reported to the Council that since most growth is in southern Placer County, the committee wants to change the criteria for money for projects. There will be a vote on this issue next month by the committee and if the criteria is changed, money may have to be paid back by the city.

Councilwoman Gieras attended a Senate Hearing meeting at the Capital. The issue at the hearing was a Bill requiring all new housing to be 5% low income and 5% very low.

Councilwoman Kellams reported pavement problems on South Auburn.

Councilman West stated that he thought the 4th of July parade was great and the fireworks were awesome. Everyone did a great job.

Public Comments: None

5. Council Matters:

5a. Interview of Candidates and Appointment of a New Council Member.
On June 10, 2003, Councilman Dave Gard resigned. The Council decided to seek applicants to fill the remainder of the term. The recruitment period for applicants ended on July 1, 2003 at 5:00 p.m. During the recruitment two people submitted letters of intent/interest. The two individuals submitting letters were Joshua Alpine and Devon Hapeman. Council Interviewed Mr. Joshua Alpine. Ms. Devon Hapeman was not present. After interview and discussion a motion was made by Councilwoman Kellams and seconded by Councilwoman Gieras to adopt a resolution appointing Mr. Joshua Alpine to fill a term on the City Council to expire in November 2006. A roll call vote by Council Members Gieras, Kellams, West, and Mayor Blackmun was all Ayes. **Resolution No. 27-2003 was passed.** Mr. Alpine was then given the Oath of Office by the City Clerk and took his seat on the Council for the remainder of the meeting.

Mayor Blackmun moved item **5d.** to the top of the agenda due to a large crowd of interested citizens.

5d. Status Report Regarding Mink Creek Phase II Conditions of Approval.

The Final Map for Phase II of the Mink Creek Development Project was approved in the spring of 2001. The project is essentially complete and all of the conditions were to have been met. City staff reviewed with the Council the remaining conditions needing completion. Mayor Blackmun then opened the meeting to public comment.

Grace Grimes, 161 Treasureton, asked about the Developers escrow account and if there were any restrictions for withdrawing funds.

Jill Walker, 105 Mink Creek, stated Developer owns a home in Mink Creek and asked if a lien could be put on it. Question was referred to the City Attorney.

Laurie Tricelli, 222 Treasureton, needs information on the location of utility and gas lines through her property to be able to build a fence and has not been able obtain the information.

Serene Owens, 118 Mink Creek, owner of one of the parcels with drainage problems requested a timeline for completion of this project and that it be reviewed with the homeowners.

City Manager set up a meeting for August 14, 2003 at 7:00 p.m. at the Clubhouse at Mink Creek. Copies of any written materials were requested to be available for the homeowners.

Tom Turney, 223 Treasureton, stated that a fire road easement across his property is not paved and is supposed to be and that it has become a dumping ground for the developer.

City Manager requested the homeowners put their individual situations in writing to help the City in their efforts.

Chad Hague, 210 Glendale, asked if there were any guidelines for letters concerning individual situations. Did they have to be concerning specific items such as property lines, utility lines, retaining walls, etc.

Armando Alonzo, 210 Treasureton, asked if the boundary lines had been recorded and if there was a final map.

Tim Killabrew, 205 Glendale, stated that a lot line adjustment had been done that took property away from him. He had not been given any notice of any kind.

City Manager again asked all who had a problem to put it in writing and submit it to the City. Also different situations could be discussed at the meeting set for August 14th.

The Council had no questions. All members concurred with recommendations by City Manager.

At 8:00 p.m. a ten minute break was called for. Meeting resumed at 8:09 p.m.

5b. Report and Recommendation Regarding the FY 2003-2004 Budget.

The City initiated the formal budget process at the end of May. During that time the Staff has developed and presented the Preliminary Budget and the Council has entertained presentations from Department Heads and Committees and Commissions. As a result of these discussions and presentations, Staff has prepared a final draft of the document and recommended adoption of the Budget

by resolution. After questions by each of the Council Members and a couple of minor corrections a motion was made to adopt a resolution Adopting a Budget for Fiscal Year 2003-2004. A roll call vote by Council Members Gieras, Kellams, West and Mayor Blackmun was all Ayes. Councilman Alpine Abstained. Motion carried.
Resolution No. 28-2003 was passed.

5c. Report and Recommendation Regarding Engineering Expenditures.
After a report by the City Manager the Council considered recommendations made by the Engineer regarding the retention of a surveyor to complete work associated with the South Auburn Pedestrian Walkway and preliminary work associated with the Quinn's Lane I and I Project. A Motion was made by Mayor Blackmun and seconded by Councilwoman Gieras to adopt a resolution authorizing the retention of ABC Service and Andregg Inc. to perform work associated with City Projects. A roll call vote by Council Members Gieras, Kellams, West, Alpine, and Mayor Blackmun was all Ayes. Motion carried.
Resolution No. 29-2003 was passed.

6. Closed Session:
Closed Session began at 9:17 p.m. and ended at 9:55 p.m.

6a. Conference with Legal Counsel.
The City Council will be meeting with legal counsel to discuss the possible initiation of litigation according to Subdivision C of California Government Code Section 54956.9. There is one case.

6b. Report Out of Closed Session:
Direction was provided to the City Attorney to write a strong letter to Mink Creek Developer and follow up with a filing of a suit as necessary.

7. Information Items:

County Officials Dinner hosted by Colfax will be August 28, 2003 at 6:00 p.m.

The 4th of July was a much improved event. Public enjoyed seeing Council Members in the parade.

Council concured Depot looks great. Mayor Blackmun requested a letter of thanks be written to Mr. Payne.

8. Consent Agenda:
Items placed on the consent agenda are considered by staff to be non-controversial in nature and may be voted on by a single motion. Should Council member or member of the public have a question or a comment on any item on the consent calendar, that item can be pulled and then commented and acted upon separately.

a. New Business Licenses
b. Approval of Warrants

A motion was made by Councilwoman Kellams and seconded by Mayor Blackmun to approve the Consent Agenda. A roll call vote Council Members Gieras, Kellams, West, Alpine, and Mayor Blackmun was all Ayes. Motion carried.

9. Adjournment.

Being no further business to come before the City Council a motion was made by Councilwoman Kellams and seconded by Mayor Blackmun to adjourn at 9:56 p.m. All in favor, motion carried.

Memo

To: The Honorable Mayor and City Council

From: Bob Perrault, City Manager

Subject: Status Report and Conditions of Approval Mink Creed Development

Date: July 8, 2003

Background and Overview

Phase II of the Mink Creek Development was approved on June15, 2000. The Phase II approval incorporated several of the conditions of Phase I and added new conditions pertinent to Phase II. Conditions of approval are requirements that the developers are to complete as a part of the construction of the development. The developer is not released form the obligations until they are completed and signed off by the City. In the case of the Mink Creek development not all of the conditions have been met nor have they been released.

In September of 2000, and agreement an agreement was entered into between the City and the Partners of the Mink Creek Development Co. that covered some of the timing and sequencing of the conditions of approval, but the agreement did not change the conditions themselves. Mr. David Flickinger representing the General Partnership signed the agreement.

As you will note from the attached correspondence it has been a difficult task to gain the compliance of the developer with the conditions of approval. The attached is representative of the large volume of correspondence and documentation regarding the status of the improvements. In April of 2002, and in response to a growing concern that the conditions were not being met, I issued the attached letter placing a hold on the issuance of building permits until such a time as the developer could demonstrate progress towards meeting the objectives. Progress was eventually made and a schedule was submitted by the developer that was deemed to be reliable. The hold on the permits was subsequently released.

In December of 2002, I again became concerned that a number of the conditions remained unmet and this concern was expressed in a letter to Mr. Flickinger dated December 4, 2002. In that letter I indicated the City would not release the Housing and Community Development Form on the final 5 homes necessary for financing. I indicated that this hold would remain in place until the conditions were satisfied.

Mr. Flickinger subsequently met with me and inquired regarding the release. I indicated that in order to gain the release the conditions had to be met or sufficient security posted to cover 150% of the improvements. Mr. Flickinger placed $90,000 in an escrow account and noted this would be used to cover the costs of the improvements. I continued to withhold the release of the forms until I was satisfied with the form and structure of the Escrow account.

Without notification to the City the developer removed the funds from the escrow account. Additionally, the conditions outlined in my letter of December 4, 2002 still remain unmet. I have asked the City Attorney to send a very strong letter to the developer indicating it remains the legal obligation of the developer to complete the conditions of approval. Consequently I am recommending the following:

1. **The Council use every available means to gain compliance**
2. **That the Council discuss legal options with the Attorney**
3. **That the City authorize staff to meet with the Mink Creek Homeowners Association and keep them informed as to the progress.**

P. SCOTT BROWNE
ATTORNEY AT LAW
The Old Post Office
131 South Auburn Street
Grass Valley, California 95945-6501
scott@scottbrowne.com
(530) 272-4250
Fax (530) 272-1684

COPY

July 18, 2003

Mr. Van Hickman and David Fleckinger
Mink Creek Development
PO Box 909
Colfax, CA 95713

RE: Breach of Agreement with the City of Colfax to Complete Mink Creek Subdivision Improvements

Dear Mr. Hickman and Fleckinger:

I am writing on behalf of the City of Colfax to advise you of the City's intention to proceed with suit against you for numerous breaches of your agreement with the City in connection with completion of improvements at Mink Creek Subdivision.

As you know, you executed a specific Improvement Agreement with the City confirming your continuing obligations as set forth in the improvement plans and conditions of approval of your project. The agreement was approved by the City Council on September 12, 2000 and subsequently executed by Mr. Fleckinger. The agreement contains a series of conditions to be complied with by Mink Creek Development. Listed are several conditions relating to the completion of public improvements. All of the improvements are to be completed per the agreement. You agreed that $20,000 of your Sewer connection deposit could be treated as security for completion of some of the improvements.

Subsequent to that agreement, the City Manager has attempted to work with you for over two years to get you to complete your agreed improvements. Each time you promised to complete the requirements, and every deadline passed without your keeping your promises. As part of a subsequent agreement, you placed $90,000 into an escrow account to secure the completion of the improvements. The City Manager recently learned that you unilaterally withdrew that money from escrow several months ago without any notice to the City. Such actions clearly signal a lack of good faith in dealing with the City.

You have breached the conditions of approval and agreement with the city as to the following issues: 1) you have failed to provide improvement plans for the pavement work to be done at the intersection of Mink Creek Drive and S. Auburn, 2) You have failed to do the required pavement overlay in that area and the paving overlay within the subdivision itself, 3) you have failed to complete adequate drainage facilities for lots 52- 54, and 71-7 and not completed the lot line adjustments that would have allowed elimination of the need for retaining walls for those lots, 4) no "As-builts" have been provided for the subdivision showing the actual nature and location of all improvements built for the subdivision,

5) You have not had the sound wall you built on lot 34 inspected or approved by the City Engineer. We also have no evidence that you have satisfied the requirement to obtain the appropriate NPDES Storm drainage permit as required under your conditions of approval for Phase II.

We are further advised that you have allowed the occupancy of five Lots even though the City has not yet issued certificates of occupancy for those units. You were fully aware that the certificates had not been issued since the City Manager advised you of that both in writing and verbally numerous time. Your actions therefore constitute a deliberate and willful violation of city ordinances..

The failure to complete these conditions is creating a serious detriment to the City and the citizens of Mink Creek Subdivision. It is also creating a potential threat to the public health and safety. At the last Council meeting, we were advised by several residents of the Park that they have come very close to damaging propane lines because there are no "as built" plans available to review to determine the location of such improvements.

The City hereby notifies you that we intend to draw down the remaining $16, 400 partial security deposit to cover a portion of the costs of completing the improvements that you have failed to complete. That amount was never intended to fully cover the cost and is clearly insufficient to cover the cost of completing the improvements and preparing the "As-Builts".

In order to obtain your compliance with the balance of the conditions, I have been authorized by the City Council to proceed with suit against you. In such event, we will name you personally as well as the entity, since you personally made the numerous promises with no intent to perform.

Therefore be advised that you have until August 4, 2003 to contact me to work out an agreement for completion of the improvements. If I do not hear from you by that time, we will proceed with suit. Please direct all further communications to the City through this office .

Sincerely,

P. Scott Browne
City Attorney

cc: Bob Perrault, City Manager
Mink Creek Homeowners' Association

STEIN
BAYDALINE
LLP
ATTORNEYS AT LAW
TEL • (916) 669-3500
FAX • (916) 669-3501

MICHAEL S. WOODBURY
mwoodbury@stein-bay.com

July 28, 2003

Via Certified & Regular First Class Mail

Mr. David Flickinger
220 Treasurton Street
Colfax, CA 95713

Re: ***Mink Creek of Colfax Homeowners Association***

Dear Mr. Flickinger:

As you are already aware, we represent the Mink Creek of Colfax Homeowners Association. We have been requested by the Association's Board of Directors to contact you regarding an apparent breach of your fiduciary duty to the Association. If you are represented by counsel in this matter, please forward a copy of this correspondence to your attorney for his or her review. If you are not yet represented by counsel, you should engage the services of an attorney without delay to assist you in this most serious matter.

As a director of the Association, you have a strict fiduciary duty of absolute loyalty to the Association. California Corporations Code section 7231(a) requires you to perform your duties as a director "in good faith, in a manner [you] believe[] to be in the **best interests** of the [Association] . . ." Further, long-standing judicial decisions establish that you have a duty of undivided loyalty to and an obligation of good faith with respect to the Association and its members.[1]

---

[1] See Jones v. H.F. Ahmanson & Co. (1969) 1 Cal.3d 93, Reid v. Robinson (1923) 64 Cal.App. 46 and Remillard Brick Co. v. Remillard-Dandini Co. (1952) 109 Cal.App.2d 405.

The fact that you have been heavily involved in the development of Mink Creek in no way lessens or excuses you from these fiduciary obligations. On the contrary, California law specifically recognizes that such involvement in fact **enhances** those fiduciary obligations.[2] Thus, you must act in the best interests of the Association even where such action does or might conflict with your own self-interests. The Association's interests must be paramount.

The Association has been informed that in the spring of this year, you caused $90,000 to be deposited into an escrow account for the purpose of ensuring completion of the then incomplete improvements which are required to be constructed as a part of the development of Mink Creek. The Association and its members immediately became beneficiaries of those funds once they were placed in the escrow account since their specific purpose was to ensure completion of essential improvements within the community. The Association has also been informed that you have now unilaterally withdrawn those funds despite the fact that the improvements have not yet been finished.[3]

Because you had an obligation to act solely in a manner which is in the Association's best interests and had an absolute duty of good faith and loyalty to the Association and its members, your withdrawal of these funds was an act of bad faith that constitutes a breach of your fiduciary duty. Accordingly, you cannot simply remove your director "hat" and assume your developer role to the detriment of the Association and its members whenever doing so is in your personal best interests.

---

[2] See Raven's Cove Townhomes, Inc. v. Knuppe Dev.Co. (1981) 114 Cal.App.3d 783 for an extensive discussion of a developer's responsibilities when serving as a director and the consequences of the failure to fulfill such responsibilities.

[3] Those improvements include essential elements such as the final application of asphalt on the streets throughout the development.

By this letter, demand is made that you return the $90,000 to the escrow account from which it was withdrawn by not later than August 4, 2003. Should you fail to do so, please be assured that the Association will not hesitate to take appropriate action against you for breaching your fiduciary duty.

Very truly yours,

STEIN & BAYDALINE LLP

Michael S. Woodbury

MSW/dh
cc: Board of Directors
Mink Creek of Colfax Homeowners Association
5038.01/316973.3

ITEM 1A
57 of 115

REYNOLDS~ZELLMER LLP
Business and Real Estate Attorneys

1515 Lincoln Way
Auburn, California 95603
Phone: 530-885-8500
Fax: 530-889-1711

ATTN BOB -
Please call Scott
to discuss

Fax

To:	P. Scott Browne	**From:**	Joseph F. Zellmer
Fax:	(530) 272-1684	**Date:**	August 1, 2003
Phone	(530) 272-4250	**Pages:**	10 pages
Re:		**CC:**	

☐ Urgent ☑ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Please see the attached letter with attachments.

This transmittal sheet and the accompanying documents contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone (530) 885-8500 to arrange for return of the original documents to us.

REYNOLDS ZELLMER LLP

Business and Real Estate Attorneys

Joseph F. Zellmer III

jfz@reynoldszellmer.com
www.reynoldszellmer.com

August 1, 2003

Via Facsimile to: (530) 272-1684
and First Class Mail

P. Scott Browne, Esq.
Attorney at Law
The Old Post Office
131 South Auburn Street
Grass Valley, CA 95945-6501

Re: David Flickinger/Flinkinger Investments, Inc./Mink Creek Development

Dear Mr. Browne:

Our firm has been retained by Mr. David Flickinger. Dave has asked us to respond to your letter to him written on behalf of the City of Colfax dated July 18, 2003.

I am sure you understand the timeframe by which you requested a response was very short and our firm is new to this case. The history of the Mink Creek project is long and in many respects complicated. We have only just begun our investigation. I ask that you recognize that potential solutions may arise as we investigate further. At the least, we wanted to respond to your letter to keep channels of communication open.

The primary purpose of this letter, however, is to change the tone of the dialog which has begun. Your letter written on behalf of the City of Colfax was, to say the least, quite strident. We ask that the City consider softening its approach and become more objective, professional and less accusatory toward Mr. Flickinger. Hopefully the explanations set forth below will assist in that regard.

David Flickinger is not the "developer" of the Mink Creek project. The developer is Mink Creek Development Company, a California limited partnership. Mr. Flickinger is president of a corporation, Flickinger Investments, Inc., which is a general partner of Mink Creek Development.

Flickinger Investments, Inc. is a bona fide corporation. It was formed it 1971. The corporation owned and operated a successful small business until approximately 1989 when the business was sold. The corporation's primary activities since then have related to its lending money and relatively smaller capital investment in the Mink Creek Development Company partnership.

The experience in becoming involved with the Mink Creek project has been financially disastrous for Flickinger Investment, Inc. and Mr. Flickinger. We understand that cash loses have exceeded $1,000,000.00.

As I am sure you are aware, an individual principal of a corporation is not personally liable for its debts. As far as the Mink Creek project goes, Flickinger Investments, and David Flickinger personally, have gone well beyond what the law requires in order to build and preserve the project and act in its best interests.

As further background to the situation in which the parties now find themselves, please understand that Mink Creek Development Company, a California limited partnership, the developer of the project, had three general partners. I enclose a copy of the records from the California Secretary of State, procured through Westlaw, indicating that Leland V. Hickman of Long Beach, and George E. Garr of Lakewood, California, were the other general partners. Mr. Hickman is shown as the company's registered agent. At this point, Flickinger Investments, Inc. has no assets. The partnership, Mr. Hickman and Mr. Garr, are jointly and severally responsible for any and all obligations owing to the City of Colfax, the homeowners and homeowners' association for the project.

Regardless, Dave Flickinger is local. He lives in the community. He believed in the project and wanted to see it through to fruition even though it was costing Flickinger Investments and himself individually, enormous losses. By January, 2003, as a gesture of good faith, and *not* out of any obligation, Dave Flickinger loaned Flickinger Investments $90,000.00 which was put into an escrow account with the hope and expectation that it would be utilized to place an asphalt overlay on the roads in the project. After doing so, Mr. Flickinger learned that the other partners in the project would not be contributing to repay Flickinger Investments and would apparently refuse to otherwise address their responsibilities as partners and developers to the project. Flickinger Investments, Inc. saw that it would likely not recover those monies and withdrew the monies from the escrow account in order to cut losses and satisfy its own obligations.

Dave Flickinger believes strongly that Mink Creek Development and its general partners should, if able, live up to all their legal obligations. It is simply not right at this point that he be made the scapegoat for any problems that now exist. Dave Flickinger is not personally responsible.

Finally, your letter states that Mr. Flickinger has "allowed the occupancy of five lots even though the City has not yet issued certificates of occupancy for those units." That is incorrect. Proper certificates of occupancy were issued November 21, 2002 for the final five lots. Copies are enclosed. The escrow money in question was not deposited until January, 2003. Accordingly, no action was taken in reliance on the placing of the monies in escrow.

If any of the facts or assumptions stated in this letter are inaccurate, please advise. If you have any legal authority or offer other positions you would like us consider, we would be pleased to do so. We do not believe that the City of Colfax, nor certainly Mr. Flickinger, desires to engage in unnecessary litigation. Instead, we would recommend and be willing to participate in a more cooperative approach that involves any necessary investigations and pursuit of those who are legal responsible and financially able to respond.

We thank you very much and the City of Colfax for its consideration and will welcome any questions or comments.

Very truly yours,

REYNOLDS ZELLMER LLP

by:
Joseph F. Zellmer

JFZ/jad
Enclosure
cc: Mr. David Flickinger
Michael S. Woodbury, Esq.

12728878586

12728878586

CORPORATE RECORDS & BUSINESS REGISTRATIONS

This Record Last Updated:02/28/2003
Database Last Updated:07-29-2003
Update Frequency:WEEKLY
Current Date:07/30/2003
Source:AS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE

COMPANY INFORMATION

Name:MINK CREEK DEVELOPMENT COMPANY, A CALIFORNIA LIMITED PARTNERSHIP
Address:5199 E. PACIFIC COAST HIGHWAY, STE. 204
LONG BEACH, CA 90804

FILING INFORMATION

Filing Date:05/29/1990
State of Incorporation:CALIFORNIA
Status:CANCELLED
Business Type:LIMITED PARTNERSHIP
Address Type:BUSINESS
Registration ID#:199014900025
Where Filed:SECRETARY OF STATE/CORPORATIONS DIVISION
1500 - 11TH STREET
SACRAMENTO, CA 95814

REGISTERED AGENT INFORMATION

Agent Name:LELAND V. HICKMAN
Address:5199 E. PACIFIC COAST HIGHWAY, STE. 204
LONG BEACH, CA 90804

PRINCIPAL INFORMATION

Name:LELAND V. HICKMAN
Title:GENERAL PARTNER
Address:5199 E. PACIFIC COAST HIGHWAY, STE. 204
LONG BEACH, CA 90804
Name:GEORGE E. GARR
Title:GENERAL PARTNER
Address:5409 PENNSWOOD CIRCLE
LAKEWOOD, CA 90712
Name:FLICKINGER INVESTMENTS, INC.
Title:GENERAL PARTNER
Address:13421 LOWELL CIR.
WESTMINISTER, CA 92683

ADDITIONAL DETAIL INFORMATION

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CERTIFICATE OF OCCUPANCY

BUILDING PERMIT NO. 77-95

Address or Location of unit 1075 S. Auburn St #85

Legal Description of Real Property 100-270-031

A ☑ Mobilehome/Manufactured Home ☐ Commercial Coach has been affixed to the real property described above by installation on a foundation system pursuant to Health and Safety Code Section 18551.

Owner's name: GLENDA HASKINS

Owner's address: 1075 S. AUBURN ST. #85

INSIGNIA OR HUD NUMBER: HWC 221304/HWC 221305 SERIAL NUMBER OR V.I.N.: 17304979 A!B

MANUFACTURER'S NAME: SILVERCREST YEAR OF MANUFACTURE: 11-02-95

[signature] (Official Approving Installation) CITY OF COLFAX (Enforcement Agency) 11-21-02 (Date) 530-346-2313 (Phone)

FOUNDATION SYSTEM

HCD 513C (Rev. 1/99) WHITE—Owner GREEN—HCD BLUE—Building Dept. YELLOW—Applicant OSP 00 45841

CERTIFICATE OF OCCUPANCY

BUILDING PERMIT NO. 53-02

Address or Location of unit 1075 S. Auburn St. #92

Legal Description of Real Property 100-270-038

A ☒ Mobilehome/Manufactured Home ☐ Commercial Coach has been affixed to the real property described above by installation on a foundation system pursuant to Health and Safety Code Section 18551.

Owner's name: GARY & JANICE HARRINGTON

Owner's address: 1075 S. AUBURN ST. # 92

INSIGNIA OR HUD NUMBER: HNX328252/HNX328253 SERIAL NUMBER OR V.I.N.: 1730993 A&B

MANUFACTURER'S NAME: SILVERCREST YEAR OF MANUFACTURE: 8-27-02

John F. Hunt (Official Approving Installation) CITY OF COLFAX (Enforcement Agency) 11-21-02 (Date) 530-346-2313 (Phone)

SOLAR SYSTEM

HCD 513C (Rev. 1/92) WHITE—Owner GREEN—HCD BLUE—Building Dept. YELLOW—Applicant OSP 00 46641

CERTIFICATE OF OCCUPANCY

BUILDING PERMIT NO. 49-02

Address or Location of unit 1075 S. AUBURN ST #71

Legal Description of Real Property 100-270-017

A ☑ Mobilehome/Manufactured Home ☐ Commercial Coach has been affixed to the real property described above by installation on a foundation system pursuant to Health and Safety Code Section 18551.

Owner's name: ARMANDO & BARBARA ALONZO

Owner's address: 1075 S. AUBURN ST. #71

INSIGNIA OR HUD NUMBER: HUC 328267/HUC 328268 SERIAL NUMBER OR V.I.N.: 17309501 A&B

MANUFACTURER'S NAME: SILVERCREST YEAR OF MANUFACTURE: 8-30-02

John H. Wing (Official Approving Installation) City of Colfax (Enforcement Agency) 11-21-02 (Date) 530-346-2313 (Phone)

HCD B13C (Rev. 1/98) WHITE—Owner GREEN—HCD BLUE—Building Dept. YELLOW—Applicant

OSP 00 48541

CERTIFICATE OF OCCUPANCY

Address or Location of unit 1075 S. Auburn St. #91 BUILDING PERMIT NO. 52-02

Legal Description of Real Property 100-220-037

A ☒ Mobilehome/Manufactured Home ☐ Commercial Coach has been affixed to the real property described above by installation on a foundation system pursuant to Health and Safety Code Section 18551.

Owner's name: LEE NEAL

Owner's address: 1075 S. AUBURN ST. #91

INSIGNIA OR HUD NUMBER HMC328185/HMC328284 SERIAL NUMBER OR V.I.N.: 17309508 A&B

MANUFACTURER'S NAME: SILVERCREST YEAR OF MANUFACTURE: 9-5-02

John Huffaker (Official Approving Installation) CITY OF CHICO (Enforcement Agency) 11-21-02 (Date) 530-346-2313 (Phone)

) 513C (REV. 1/92)

WHITE—Owner GREEN—HCD BLUE—Building Dept. YELLOW—Applicant

OSP 00 4564

SOUND SYSTEM

CERTIFICATE OF OCCUPANCY

BUILDING PERMIT NO. 73-01

Address or Location of unit 1075 S. Auburn St. # 98

Legal Description of Real Property 100-220-44

A ☐ Mobilehome/Manufactured Home ☐ Commercial Coach has been affixed to the real property described above by installation on a foundation system pursuant to Health and Safety Code Section 18551.

Owner's name: BARBARA SUNBY

Owner's address: 1075 So. Auburn St. # 98

INSIGNIA OR HUD NUMBER: #VC317112/NVC317113 SERIAL NUMBER OR V.I.N.: 173089B4 A&B

MANUFACTURER'S NAME: SILVERCREST YEAR OF MANUFACTURE: 10-19-01

(Official Approving Installation) City of Colfax (Enforcement Agency) 11-21-02 (Date) 530-346-2313 (Phone)

HCD 81 8C (REV. 1/92) WHITE—Owner GREEN—HCD BLUE—Building Dept. YELLOW—Applicant OSP 00 45041

P. SCOTT BROWNE
ATTORNEY AT LAW
The Old Post Office
131 South Auburn Street
Grass Valley, California 95945-6501
scott@scottbrowne.com
(530) 272-4250
Fax (530) 272-1684

August 13, 2003

FAX MEMO

To: Bob Perrault (530) 346-6214

From: Wendy

Re: *Letter to Flickinger*

MESSAGE

Going out today. This is for your file.

There are 3 pages, including this cover page. If you do not receive the entire document, or if any portion is unreadable, please call (530) 272-4250 immediately.

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scott@scottbrowne.com
(530) 272-4250
Fax (530) 272-1684

August 13, 2003

Mr. Leland Van Hickman
6917 E. Highway 36
Preston, ID 82363

George Garr
5409 Pennswood Circle
Lakewood, CA 90712

David Flickinger
Mink Creek Development Company
PO Box 909
Colfax, CA 95713

RE: Breach of Agreement with the City of Colfax to Complete Mink Creek Subdivision Improvements

Dear Mssrs. Hickman, Garr and Flickinger:

I previously sent Mink Creek Development Company a letter on July 18, 2003 indicating the intent of the City to proceed with litigation in connection with your failure to complete improvements at Mink Creek. A copy of that letter is attached.

Subsequently Mr. Flickinger and Mr. Hickman contacted the City Manager and had discussions with him. I have also received a letter from Jay Zellmer, the attorney for Mr. Flickinger. He provided information concerning the legal structure of Mink Creek Development Company. Mr. Zellmer stated the desire of his client to see that the improvements be done, but claims that the financial responsibility for completion of these changes must rest with Mr. Hickman and Mr. Garr, as Flickinger has already contributed more than his share towards the development. The letter further indicates that Flickinger Development Company, Inc. is a corporate general partner in Mink Creek Development Company, not David Flickinger individually. Flickinger Development Company has no assets and therefore is not in a position to fund the completion of the improvements.

Thereafter Mr. Hickman sent a letter to the City Manager requesting an additional thirty days (to September 5th) to "work out an agreement".

While the City would prefer to avoid litigation, previous attempts to obtain voluntary compliance have simply resulted in unkept promises and the passage of more time. Therefore the City is skeptical that an additional 30 days will produce a concrete result. The Council has therefore authorized me to

Letter to Mink Creek Partners re Breach of Agreement with the City of Colfax to Complete Mink Creek Subdivision Improvements
8/13/2003
Pg. 2

give all of you until August 25, 2003 to enter into an agreement to complete the improvements. Please understand that as part of any agreement, the City will be requiring security in the form of an irrevocable deposit or letter of credit for 150% of the cost of completion of the remaining improvements.

I would propose that we set a meeting with all of the general partners at City Hall to develop the agreement. If you are truly interested in resolving this matter without litigation, you will make arrangements to attend. Please contact this office immediately with a phone number and email address if available and possible dates which you are available prior to the above deadline. A mandatory condition for such meeting is that all of the general partners attend whether in person or by phone. If such a meeting cannot be arranged and no agreement is reached by that time I have been directed to file the suit.

I would further remind you that communications with respect to this matter are to be directed through my office. The Council has instructed the City Manager and other city staff to refer all further communications from you to me.

Sincerely,

P. Scott Browne
City Attorney
City of Colfax

cc: Bob Perrault, City Manager
Jay Zellmer

P. SCOTT BROWNE
ATTORNEY AT LAW
The Old Post Office
131 South Auburn Street
Grass Valley, California 95945-6501
scott@scottbrowne.com
(530) 272-4250
Fax (530) 272-1684

October 14, 2003

Mr. Leland Van Hickman
6917 E. Highway 36
Preston, ID 82363

George Garr
5409 Pennswood Circle
Lakewood, CA 90712

David Flickinger
Mink Creek Development Company
PO Box 909
Colfax, CA 95713

Re: Supplemental Improvement Agreement for Mink Creek

Dear Gentlemen:

While we are aware that you are proceeding with the paving and appreciate that effort, it is still necessary to have a legal framework for completion of all of the remaining improvements. Therefore, enclosed is a proposed agreement to complete the subdivision improvements for Mink Creek. The agreement sets forth the remaining improvements to be completed, sets forth a timeframe and requires deposit of security in an amount to be established by the City Engineer for completion of the improvements. Since some of the major improvements are in process of being completed, the amount of such security needed will be reduced accordingly.

Please review it and call if you have any questions or concerns. We need to get this finalized and executed no later than November 1st, 2003.

Sincerely,

P. Scott Browne
Colfax City Attorney

cc: Clients
Jay Zellmer, Esq.

[10/14/03;W:\Colfax01\Mink Creek Subdivision\3rd Letter cover for agreement.doc]

Mink Creek Subdivision Supplemental Improvement Agreement

THIS AGREEMENT made and entered into by and between the City of Colfax, a political subdivision of the State of California (hereinafter referred to as "City") and Mink Creek Development Company, Leland V. Hickman, George Garr, and David Flickinger, its general partners and principals (hereinafter collectively referred to as "Developers") to complete improvements required by the City in connection with its approval of the Mink Creek subdivision ("Mink Creek") under the following terms and conditions:

WITNESSETH:

WHEREAS, the City approved the final map for Mink Creek Subdivision and improvement plans for completion of improvements; and

WHEREAS, in connection therewith the parties entered into an agreement for completion of the improvements, dated September 12, 2000 (hereinafter referred to as "the 2000 Improvement Agreement"); and

WHEREAS, Developers have not completed the improvements required under the approved improvement plans and 2000 Improvement Agreement and additional problems have arisen with improvements that were built; and

WHEREAS, Developers, without admitting any liability therefore, are willing to work with the City to complete the improvements and correct the problems;

NOW, THEREFORE, City and Developer mutually agree as follows:

ARTICLE 1
Improvements to be Completed

Section 1.1 Paving Overlay.

(a) Developers agree to have their engineer complete and submit detailed street improvement plans for completion of the paving, curb and gutter and related facilities at the entrance to Mink Creek as required under the 2000 Improvement Agreement. The plans shall be submitted within the timeframe set forth in the Completion Schedule attached as Exhibit A hereto.

(b) The City Engineer shall review and approve the plans. Developers agree to work diligently and promptly with the City to make any revisions required to finalize the plans as quickly as possible.

(c) After the plans have been approved, Developers shall complete the paving work in accordance with the approved plans in the time provided in the Completion Schedule.

(d) All work is to be done in a good and workmanlike manner, following reasonable directions from the City Project Manager and city staff.

Mink Creek Subdivision Supplemental Improvement Agreement
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Section 1.2 Drainage Facilities.

If not already completed, Developers shall complete drainage facilities adequate to handle flows from lots 71 and 77 on to lots 52 and 54. Developers shall complete the improvements and arrange with the City Engineer to have the facilities inspected and approved for adequacy. Developer shall also provide satisfactory evidence to the City Attorney of drainage easements over the properties and provision for ongoing maintenance of those facilities. All of these requirements are to be completed within the timeframe set forth in the Completion Schedule.

Section 1.3 As-Builts.

Developer shall provide "As-Built" drawings prepared by a licensed professional engineer showing the location of subdivision improvements built by the Developer in both Phases I and II. The As-Builts shall meet the requirements established by the City Engineer. The As-Builts shall be supplied within the timeframe set forth in the Completion Schedule.

Section 1.4 NPDES Permit Requirements.

Developer shall provide satisfactory evidence that he has submitted to the Central Valley Water Quality Control Board and obtained approval of a Storm Water Pollution Prevention Plan, Monitoring Program and Inspection Plan as required under the 2000 Improvement Agreement. The approved plan and related documents shall be supplied within the timeframe set forth in the Completion Schedule.

Section 1.5 Sound Wall Inspection and Approval.

Developer shall call for an inspection by the City Engineer of the sound wall built on Lot 34. The Developer shall make any modifications to the wall required as a result of that inspection in a timely manner and call for a final inspection. Developer shall pay for all such inspections. The inspection shall be requested and any modifications completed within the timeframe set forth in the Completion Schedule.

Section 1.6 Weekly Progress Reports.

Developers shall submit to the City Manager on Friday of each week after execution of this agreement, a brief memo outlining what actions had been taken during that week toward completing the improvements required by this agreement.

ARTICLE 2
Security for Completion

Section 2.1 Estimated Cost of Completion of Improvements .

The City Engineer shall consult with Developers and review improvement plans and develop an estimate of the cost of completion of improvements. The Engineer's estimate shall be prepared and transmitted to Developers within 14 days of execution of this agreement. The estimate shall include a

50% reserve for contingencies and cost increases. If any improvements are in progress at the time, the Engineer shall reduce the required security in proportion to the work completed.

Section 2.2 Deposit of Security.

Within 10 days of receipt of the Engineer's Estimate, Developers agree to deposit with the City cash in an amount equal to the Engineer's Estimate or submit an irrevocable letter of credit in favor of the City for that amount, in form acceptable to the City Attorney.

Section 2.3 Application of Security.

(a) In the event that Developer fails to complete the work in accordance with the terms of this agreement, City shall have the right to complete the work using the security funds. City shall first provide 5 days written notice to Developers of the intent to proceed to complete the work. If Developer objects, Developer will be given 15 days to complete the work in accordance with the agreement. If Developer fails to complete the work within that time or any extension thereof agreed to by the parties in writing, City may proceed to complete the work.

(b) Unless City employs its own workers to complete the work, City shall obtain three bids to complete the work. City shall accept the bid of lowest responsible bidder to complete the work. City shall not be required to follow formal statutory bidding procedures unless the amount involved makes the project subject to such requirements.

(c) Out of the security funds, City may reimburse all reasonable costs incurred by the City in completing the improvements and enforcement of this agreement including staff costs and expenses.

(d) Once the work has been fully completed and inspected and accepted by the City, any remaining security funds shall be released to Developers.

Section 2.4 Remedies not Exclusive.

City's right to use security funds in event of default is not intended to be exclusive of other remedies available for breach. City shall retain all other rights and remedies.

ARTICLE 3
Warranties

Section 3.1 Work Done In Accordance With Plans and Applicable Code Requirements.

Developer agrees that all work shall be done in accordance with the plans and specifications approved by the City and in accordance with this agreement and all applicable provisions of law and construction codes.

Section 3.2 Nondiscrimination.

There shall be no discrimination against any employee who is employed in the work covered by this agreement, or against any applicant for such employment because of race, religion, color, sex, age, marital status, disability or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Section 3.3 Indemnity.

Developers agree to indemnify and hold City harmless from all claims, losses, expenses, fees including attorney fees, costs and judgments that may be asserted against City that result from acts or omissions of Developers, their employees and agents.

ARTICLE 4
General Provisions

Section 4.1 Authorization of Signatories.

The parties hereto represent that the undersigned individuals executing this agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind said parties by the obligations set forth herein.

Section 4.2 Arbitration Procedure.

(a) Any controversy between the parties involving the construction, application or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur in Colfax within 45 days of the initial request, unless extended by agreement of the parties. Should any party commence arbitration or court action based on a dispute or claim to which this Section applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action or arbitration.

(b) If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

(c) Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances::

(1) If the matter is justiciable in small claims court, than the dispute shall be resolved through that court.

Mink Creek Subdivision Supplemental Improvement Agreement
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(2) If the controversy to be arbitrated also involves third parties who are not willing to submit the matter to arbitration, and multiple proceedings would result from enforcement of this arbitration clause, then the dispute shall be resolved through the courts without referral to arbitration.

(d) Except as provided herein, Arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.

(e) Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator. If they are unable to agree on a single arbitrator, each party shall appoint an arbitrator and the two arbitrators shall select a third impartial arbitrator. The appointment of all arbitrators should be completed within 21 days of receipt of notice, and the matter set for hearing within 45 days thereafter. The decision of a majority of the arbitrators, after close of the hearing, shall be final and conclusive upon the parties.

(f) The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate. Any arbitration shall occur in Colfax or such other place as the parties mutually agree.

(g) Up to the time of award, the cost of arbitration shall be split by the parties. In the event a party fails to pay their share in a timely fashion, the Arbitrator shall treat the omission as a default and enter judgement in favor of the other party. The Arbitrator(s) may award the prevailing party reimbursement for any fees and expenses incurred, including arbitration costs paid, or allocate the attorneys fees and expenses between the parties in such proportions as the arbitrator decides is just and reasonable.

(h) In making his or her decision, the arbitrator shall follow California Law. The Arbitrator is not authorized to deviate from the law or from legally permitted legal or equitable remedies. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

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

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

Mink Creek Subdivision Supplemental Improvement Agreement
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WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial: _____ _____ _____ _____

Section 4.3 Time of Essence..

Time is of the essence in the performance of any obligation called for in this agreement.

Section 4.4 Waiver. City's failure to enforce any term hereof shall not be deemed to be a waiver. No delay or omission in the exercise of any remedy of City on default shall impair such right or remedy or be construed as a waiver thereof, unless waiver is set forth clearly in writing and signed by the waiving party. Such written waiver shall not be construed as a waiver of any other default concerning the same or any other provision of this agreement.

Section 4.5 Notices.

Unless otherwise expressly specified herein, any notice which any party may or is required to give shall be given by personal service, facsimile transmission, overnight express or by depositing such notice with the U.S. Postal Service, postage prepaid, to such other parties. If delivered by fax, the fax shall be transmitted during business hours to the fax number listed below each party's signature or at such other number as may be designated by the party in writing from time to time. If delivered by overnight express, the notice shall be sent to the mailing address given below each party's signature, or at such other place as may be designated by the party in writing from time to time. Notice shall be effective upon the date of personal delivery or fax transmission, 2 days after mailing if sent overnight express or 5 days after date of mailing.

Section 4.6 Obligations Joint and Several. Where one party to this agreement is composed of a group of entities and/or persons, the obligations of that party shall be joint and several among the entities or persons..

Section 4.7 Construction. When the context of any provision requires it, the singular shall be held to include the plural, and the masculine shall be held to include the feminine gender. Should any provisions of this agreement require judicial interpretation, it is understood by the parties and agreed that a Court interpreting or construing same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that the document is to be construed more strictly against the party who prepared it since the parties agree that both have participated in the preparation of this document.

Section 4.8 Entire Agreement.

This instrument contains the entire agreement between the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the party to be charged.

Mink Creek Subdivision Supplemental Improvement Agreement
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Section 4.9 Counterparts. This agreement may be signed in counterpart and shall become effective, as if all had signed a single copy of the agreement, when a copy has been signed by every party hereto..

City of Colfax

Dated:_____, 2003

_____
Robert Perrault, City Manager

Address: P.O. Box 702
Colfax, CA 95713
Fax: (530) 346-6214

Dated:_____, 2003

_____

Address:

_____
(Number and Street or P.O. Box)

_____
(City) (State) (Zip)

_____
Fax # (Area Code) Phone Number

Dated:_____, 2003

_____

Address:

_____
(Number and Street or P.O. Box)

_____
(City) (State) (Zip)

_____
Fax # (Area Code) Phone Number

Dated:_____, 2003

_____

Address:

_____
(Number and Street or P.O. Box)

_____
(City) (State) (Zip)

_____
Fax # (Area Code) Phone Number

Mink Creek Subdivision Supplemental Improvement Agreement
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EXHIBIT "A"

Completion Schedule for Improvements

Task	Commencement Date	Completion Date
Paving Overlay at Entrance	October 10, 2003	November 1, 2003
Paving Overlay within Subdivision	October 10, 2003	~~November 1, 2003~~
Drainage Facilities (from Lots 71 and 77 on to lots 52 and 54.)	November 1, 2003	December 1, 2003
As-Builts	November 1, 2003	February 1, 2004
NPDES Permit	November 1, 2003	~~December 1, 2003~~
Sound Wall Inspection and Approval	November 1, 2003	November 15, 2003

June 24, 2004

JUN 2004
RECEIVED
CITY OF COLFAX

Bob Perrault, City Manager
City of Colfax
33 S. Main Street
Colfax, CA 95713

Dear Mr. Perrault,

In regard to the drainage problems of Serene Owens and Larry Stover, Cass and Kristin Pujol and Ben Astorf, spaces 114, 116 and 118 on Mink Creek Drive, we have corrected the slope behind these lots as per city engineer's instructions.

We have contacted the three homeowners on numerous occasions and we had a meeting with the homeowners and the city engineer. On all of these occasions, we have offered to replace the perforated pipe in the backyards. We offered to engage a landscape contractor to restore the yards to their original condition. In every instance, we have been denied access to the homeowner's property.

Because of the lack of cooperation from those homeowners, we are unable to complete the repairs necessary to solve their drainage problems. We have reached an impasse and feel that our responsibility in this matter has come to a conclusion.

We wish to reply to your letter dated January 14, 2004 in regard to various billings to Mink Creek Development Co.

Due to the fact that you did not properly protect the completion bond submitted by David Flickinger on behalf of Mink Creek Development Co., Hickman and Garr have been required to disburse in excess of $100,000. for various costs to complete the project.

We feel it is only fair for you to waive the various bills enumerated in your letter of January 14, 2004 and for you to refund to Garr and Hickman the balance on deposit of approximately $16,000.00.

The Mink Creek Development Co. partnership was formally dissolved in November, 2003 and no longer exists as a legal entity.

Sincerely,

L.V. Hickman

Bob Perrault

From: "Bob Perrault" <colfaxbp@foothill.net>
To: <leland@tlowell.com>; "Scott Browne" <scott@scottbrowne.com>
Sent: Thursday, July 01, 2004 11:04 AM
Subject: Mink Creek

Late last week I received written communication from Mr. Hickman regarding Mink Creek. I will fax you a copy of the letter along with a copy of this E-Mail.

The issue identified in the letter is relative to the drainage at the three lots we had previously identified in correspondence with Mr. Hickman. The City has always maintained that Mr. Hickman should either construct a wall at the toe of the slope or provide a suitable alternative to deal with the drainage issue. Mr.Hickman has proposed an alternative that is acceptable to the City Engineer. In fact the City Engineer and Mr. Hickman's representative has met with the property owners and discussed the alternative.

As noted in Mr. Hickman's letter he has attempted to provide the alternative to the property owners and the property owners are refusing to permit access. Mr. Hickman is seeking relief from the requirement and is asking a return of the Funds the City continues to hold ($16,000)

I need some guidance at this point. I am not intending to release the $16,000. Mink Creek still has some pending charges for staff time associated with Mink Creek and three or four Sewer Connections that need to be addressed. I would much prefer using these funds to cover these costs.

Since the property owners are refusing to accept the alternative does the City have any further responsibility for solving the drainage issue? According to Tom Leland the cost to build the wall is about $12,000.

Thanks
Bob

Memo to: Tom Leland, City Engineer

From: Bob Perrault

Subject: Improvement Items Associated with Mink Creek

Date: October 18, 2004

Attached you will find a copy of a list of improvements associated with the Mink Creek Subdivision that remained to be completed as of October of 2003. This list was developed and submitted to the Developer in a letter from the City Attorney dated October 14, 2004. Based on my review the following is the current status of the items listed:

1. **Paving Status at Entrance- Completed**
2. **Paving Overlay within Subdivision- Completed**
3. **Drainage Facilities (from lots71 and 77 on to lots 52 and 54)- Developer had completed plan acceptable to City to resolve drainage issue. Developer was unable to complete due to property owners decision not to authorize developer to complete work on private property.**
4. **NPDES Permit- This permit is no longer necessary, project is completed**
5. **As- Builts for Subdivision – Developer has not complied with this request.**
6. **Sound Wall Inspection- Inspection of Sound Wall remains to be competed.**

In the event your review provides different conclusion, please advise.

CC City Clerk Grace Hardy

P.O. Box 702
33 S. Main Street
Colfax, CA 95713

530-346-2313
Fax 530-346-6214

CITY OF COLFAX

December 31, 2004

Kenneth and Andrea Slusher
173 Treasurton St.
Colfax, CA. 95713

Re: Response to Letters Dated December 13, 2004 and November 9, 2004

Dear Mr. and Mrs. Slusher

I apologize in my delay in responding to your letters; I have been reviewing several issues related to the Mink Creek Subdivision with the City Engineer and the City Attorney.

The City Engineer originally reviewed the issue with the street and the retaining wall. He did report to me that there were problems associated with the wall and possibly some related damage to the street. The City has never accepted the Mink Creek Subdivision and the improvements associated with the map approval as final. This is because the City has continued its efforts to have the developer complete the improvements as required. We have made progress with the work on some of the improvements including a recent surfacing of the Street. Obviously several questions associated with the approved map improvements remain to be addressed. I have directed the City Engineer to complete a list of all of the public improvement issues that need to be addressed in this subdivision prior to its acceptance by the City. I will make sure the problem with the wall and the street adjoining your property will be additionally reviewed by the City Engineer and made a part of this list as appropriate.

The City's role in matters such as these is to work to achieve the developer's compliance with the obligations associated with the Subdivision Map approval. It is not the City's responsibility to complete the improvements on the developer's behalf or does it automatically become the City's responsibility to complete the obligations in the absence or failure of the developer to do so. Additionally, there may be improvement issues that are construction items solely between the developer and the property owner. I would also encourage you to bring your issue to the attention of the developer. The address the City currently has for L V Hickman is 6917 E Highway 36, Preston ID. 82363.

I do on the other hand understand your frustration and can assure you the City will continue to exert its efforts to the best of our ability to gain compliance with approved map requirements.

Sincerely,

Bob Perrault
City Manager
CC City Council
CC City Engineer
CC City Attorney

P.O. Box 702
33 S. Main Street
Colfax, CA 95713

530-346-2313
Fax 530-346-6214

CITY OF COLFAX

January 3, 2005

Mr. John Mayo and Ms. McGehee
114 Mink Creek Dr.
Colfax, CA. 95713

Re: Response to Letter of November 4, 2004

Dear Mr. Mayo and Ms. McGehee

I apologize for my delay in responding to your letter. I have been reviewing several issues relative to the Mink Creek Subdivision with the City Attorney and City Engineer.

I am certainly aware of the drainage issue associated with the lots at 114, 116 & 118 Mink Creek Drive. I am also aware of the wall that was to be constructed at the base of the hill in each of the rear yards for the three lots. This wall was shown on the plans for Phase I of the Subdivision map. Although the developer has continuously argued that he was relieved from this obligation, the City has just as steadfastly noted this obligation or an acceptable alternative, remained the developer's obligation to complete.

As a point of clarification the City has never completed a final inspection of the improvements associated with the map approval for this Subdivision. Additionally as you may know the City has spent and continues to spend an extraordinary amount of time and effort in dealing with this specific issue. It was my understanding that based on these efforts the developer had proposed an alternative to the drainage problem that was acceptable to the Engineer, but that the developers' representative was refused necessary access to the properties.

Nonetheless, the City still regards any unmet obligation of the Subdivision Map as the developers' obligation and the City will continue to pursue the successful completion of these obligations as a part of its responsibility. Please be aware that it is not however the City's responsibility to complete these obligations in the absence or the failure of the developer to do so. It may also be important for you to also contact the developer directly and to advise the developer of any adverse impacts you are continuing to encounter. The address the City has for LV Hickman is 6917 Highway 36, Preston ID. 82363.

As I have noted to you and your neighbors I understand the problem associated with the drainage and will continue to work with the City Attorney, and the City Engineer to achieve successful compliance with the obligations of the approved map by the developer.

Sincerely,

Bob Perrault
City Manager

Cc City Council
Cc City Attorney
Cc Tom Leland

P.O. Box 702
33 S. Main Street
Colfax, CA 95713

530-346-2313
Fax 530-346-6214

CITY OF COLFAX

January 4, 2005

L. V. Hickman
6917 Highway 36
Preston ID. 82632

RE: Mink Creek Subdivision

Dear Mr. Hickman

Several months ago you wrote to me regarding a number of unresolved matters relating to the Mink Creek Subdivision. I am writing in response and to provide you with my position as City Manager as it relates to these issues.

Relative to the drainage problems associated with 114, 116 and 118 Mink Creek Drive, the plans for Phase I of the Mink Creek Subdivision called for the installation of a wall in the rear yards of each of the three properties. Last spring you developed an alternative that was acceptable to the City Engineer but access to construct the improvements was denied by the property owners. Despite this fact, I continue to view the issue as an unmet obligation of the developer.

In addition to this issue there are other issues that remain unresolved including the as built drawings, which have not been submitted. I need to remind you that this Subdivision has not been accepted by the City and will not be accepted until I can be assured by the City Engineer that the developer, to the Engineer's satisfaction has completed all of the obligations identified on the Map and in the Improvement Agreement. Consequently, I will not return the security or any remaining portion thereof until such a time as the obligations are met

Should you have any questions regarding this letter please do not hesitate to contact me.

Sincerely

Bob Perrault
City Manager

CC City Attorney
CC City Engineer

P.O. Box 702
33 S. Main Street
Colfax, CA 95713

530-346-2313
Fax 530-346-6214

CITY OF COLFAX

July 21, 2005

Mr. Bryan West
President Mink Creek Homeowners Association
179 Treasurton
Colfax, CA 95713

Via Fax at 346-6035

Re: Maintenance Responsibility for the Entrance to Mink Creek

Dear Mr. West

You have inquired as to maintenance responsibility for the entrance to the Mink Creek Subdivision. I have reviewed the matter and consulted with the City Engineer and based on this review it is the City's conclusion that the street in question is the responsibility of the Mink Creek Homeowners Association.

The final statement located on the recorded map indicates that the Homeowners Association is responsible for the interior streets in the Subdivision. This included the maintaining of said streets. The entranceway to the Subdivision was clearly identified with a parcel designation as an interior street.

If I can be of further assistance in this matter, please feel free to contact me at 346-2313.

Sincerely,

Bob Perrault
City Manager

CITY OF COLFAX

Staff Report
Council Meeting (9/11/07)

Date Item Prepared: August 28, 2007

TO: Joan L. Phillipe, City Manager

FROM: Gabe Armstrong, Building Inspector

RE: Mink Creek
Status of City Costs vs. Mink Creek Deposits

RECOMMENDED ACTION:

The City has expended out of its general fund through June 30, 2007 $6,747.66 above and beyond the Developer provided deposit. This amount does not include staff time from July 1, 2007 to present time to assemble and prepare this report. Recommended action is;

1) Send a bill to the developer for outstanding expenditures.
2) Prior to anymore staff time being devoted to research requested by the Developer or the Mink Creek HOA provide an adequate cash deposit to pay for staff.

ISSUE STATEMENT AND DISCUSSION:

Request

The City Council, in response to oral and written requests from the Mink Creek Home Owners Association (HOA), directed City staff to provide information relative to: developer money deposited with the City; for what it had been used; and how much was remaining on deposit, if any, with the City.

Information Researched

To respond to the above request, staff researched the following items that had information relative to Mink Creek:

1. City billings, invoices, and accounting records;
2. Consultant invoices;
3. Mink Creek Improvement Plans dated 1990 as subsequently revised and dated September 9, 2000;
4. Agreement Between City of Colfax and Mink Creek Development Co, Regarding Mink Creek Mobile Home Subdivision, dated September 12, 2000 (signed by both parties);
5. Building Department file for the GKM building at 142 to 152 Whitcomb Ave.;

6. Verbal and draft letter information from Joyce Davis, the Colfax City Engineer up to February 2003;
7. Mink Creek Subdivision files and related correspondence at City Hall;
8. Developer money deposited as security with the City for completion of required improvements;

Results

The results are:

1. There was a $20,000 cash deposit held by the City per section 3i of the September 12, 2000 agreement;
2. Per the agreement 3e, the developer was to complete the sewer trunk line that was to be extend by the Mink Creek north property line (as a stub to the Whitcomb Ave. GKM building site and related development), and $5,300 of the $20,000 deposit was to be held for that work;
   a. The Developer never constructed this sewer;
   b. The sewer was constructed by Pete Brodeur as part of the GKM building work, and the cost of this sewer work (not done by the developer) was deducted from the $20,000 deposit. The amount deducted from the deposit was either paid directly to Brodeur or transferred to another City account to which Brodeur owed money, thus reducing the amount Brodeur owed the City by that amount.
3. On June 30, 2004 $6,618.75 was drawn down from the deposit to pay for outstanding sewer connection fees.
4. City Attorney invoices to the City for costs associated with Mink Creek for the period April 22, 2002 through January 27, 2005, total $5,420.00.
   There were no invoices to City assigned to Mink Creek from January 28, 2005 through June 30, 2007.
5. City Engineer invoices to the City for costs associated with Mink Creek for the period 2000 through August 18, 2005, total $6,211.70.
   There were no invoices to City assigned to Mink Creek from August 19, 2005 through June 30, 2007.
6. City Planner invoices for costs associated with Mink Creek for the period December 2001 through January 2005, total $1,263.00.
   There were no invoices to City assigned to Mink Creek from February 2005 through June 30, 2007.
7. The City also added an additional 15% to the above City Attorney, City Engineer, and City Planner costs to cover City Manager, clerical, and city overhead costs, which for the period 2000 through August 18, 2005, totals $1,934.21.
   There were no invoices to City assigned to Mink Creek from August 19, 2005 through June 30, 2007.
7. In the February 28, 2006 City Treasures Report, $14,926.71 was transferred from the Mink Creek Improvement Security, zeroing out the

account, to cover the cost, but not all of the costs incurred by the City included in items noted above.

8. The work performed by the City Attorney, City Engineer, and City Planner included:
   a. Meetings, calls, response to questions, correspondence, and agreements to try and resolve and complete the work required of the developer;
   b. Lot Line Adjustment (LLA), retaining wall and drainage design plan checks and processing for Lots 52 through 54.
   This work was never completed by the owners. If now desired to be completed, the process would be required to be started all over by owners by furnishing the City the LLA application, maps, descriptions, title reports, design and drainage plan, and payment of City processing fees.
   c. Field inspections of improvements and preparation of miscellaneous punch list items needed to complete the project.
   d. Billings and accounting and assignment of costs against deposit.

Back up documents are available in the Mink Creek street file, planning file, and city master file.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The City had been subsidizing the Mink Creek development project processing incurred by City staff until the transfer of funds from the Mink Creek improvement security per the Feb. 28, 2006 Treasurer's Report.
Even with the transfer, the City has subsidized the Mink Creek work from General Fund monies by approximately $6,747.66 through June 30, 2007.

Mink Creek improvement security deposit	$20,000.00
Costs incurred by City assignable to Mink Creek	$26,747.66
(For period September 12, 2000 through June 30, 2007)	
The City has subsidized Mink Creek through June 30, 2007	$6,747.66

In addition, the above does not include any city staff costs for the period July 1, 2007 to the present to assemble and prepare the above information.

Approved
Joan Phillipe
City Manager

GEOCON
CONSULTANTS, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

Project No. S9261-06-01
June, 2007

DRAFT VIA FACSIMILE

Ms. Ashley Faoro
Mink Creek of Colfax
c/o Frei Real Estate Services
8340 Auburn Boulevard, Suite 100
Citrus Heights, California 95610

Subject: SINKHOLE EVALUATION
TREASURTON STREET AT WINDER ROAD
COLFAX, CALIFORNIA
SUBSURFACE EXPLORATION

DRAFT

Dear Ms. Faoro:

In accordance with your authorization, we have performed an evaluation of an apparent sinkhole located at the corner of Treasurton Street and Winder Road in Colfax, California.

BACKGROUND

At your request, we performed a site visit on May 25, 2007. During our visit we met with members of the local Homeowner's Association (HOA). An apparent sinkhole has developed near the corner of Treasurton Street and Winder Road (see Photo No. 1) within the residential development. At this time, the sinkhole is not affecting adjacent improvements; however, the HOA is concerned that stability of adjacent improvements may be affected soon and that the sinkhole poses a significant safety hazard.

SITE CONDITIONS

The sinkhole is located at the northwest corner of Treasurton Street and Winder Road, at the edge of the street partially below curb/gutter and the adjacent landscaped area. Currently, the opening at the ground surface is approximately two feet wide by four feet long (see Photo No. 2). The near-vertical sinkhole widens below the ground surface to approximately 6 to 8 feet in diameter. A sprinkler head lies at the north edge of the opening. Soil within the sinkhole was approximately 7 feet below the surface.

On June 14, 2007, we performed an exploratory boring in the sinkhole using a truck-mounted drill rig equipped with solid- and hollow-stem augers. The boring was advanced to a depth of approximately 55 feet. We encountered fill from 7 feet below the ground surface to our maximum depth of exploration of 55 feet. Drilling was discontinued at 55 feet since further drilling was beyond our scope of services. Fill material generally consists of very soft, lean clay with sand. Man-made debris consisting of wire, utility cable, and paper was encountered at approximately 51 feet. Drilling resistance was monitored during drilling. Fill material provided little resistance to drilling. Drilling resistance increased significantly between approximately 51 and 52 feet; however, drilling resistance decreased significantly thereafter. Total depth of the sinkhole is unknown.

CONCLUSIONS AND RECOMMENDATIONS

In our opinion, the sinkhole is likely of man-made origin and may be a mining related feature, such as an air shaft. It is unknown whether there are drifts, stopes, or other subterranean features related to the sinkhole. It is our understanding that the residential subdivision was constructed in 1996. Before or during grading of the surrounding residential development, soil was likely loosely pushed into the shaft. Over time, irrigation water from residential landscaping has likely caused the fill soil in the sinkhole to settle, possibly due to piping into underground cavities, if present, associated with the sinkhole.

In our opinion, appropriate mitigation measures would include:

- Cast-in-place concrete slab, capped with soil, or
- Polyurethane foam plug, capped with soil

We recommend that a licensed specialty mining contractor be consulted for mitigation construction. We also recommend further investigation of the development area to help determine whether other sinkholes are likely to occur.

CLOSURE

Our professional services were performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical/geological principles and practices used in the site area at this time. No warranty is provided, express or implied. The evaluation or identification of the potential presence of hazardous materials or environmental contamination was not part of our scope of services.

Please contact the undersigned if you have any questions regarding this letter report or if we may be of further service.

Sincerely,

GEOCON CONSULTANTS, INC.

Lance O. Ablang, PE
Project Engineer

David W. Bieber, CEG, CHG, PGP
Senior Geologist

LOA:RGN:jaj

(3) Addressee

Attachments: Photos No. 1 & 2

Photo No. 1 View of Mineshaft Location at Corner of Treasurton Street and Winder Road Looking Northwest

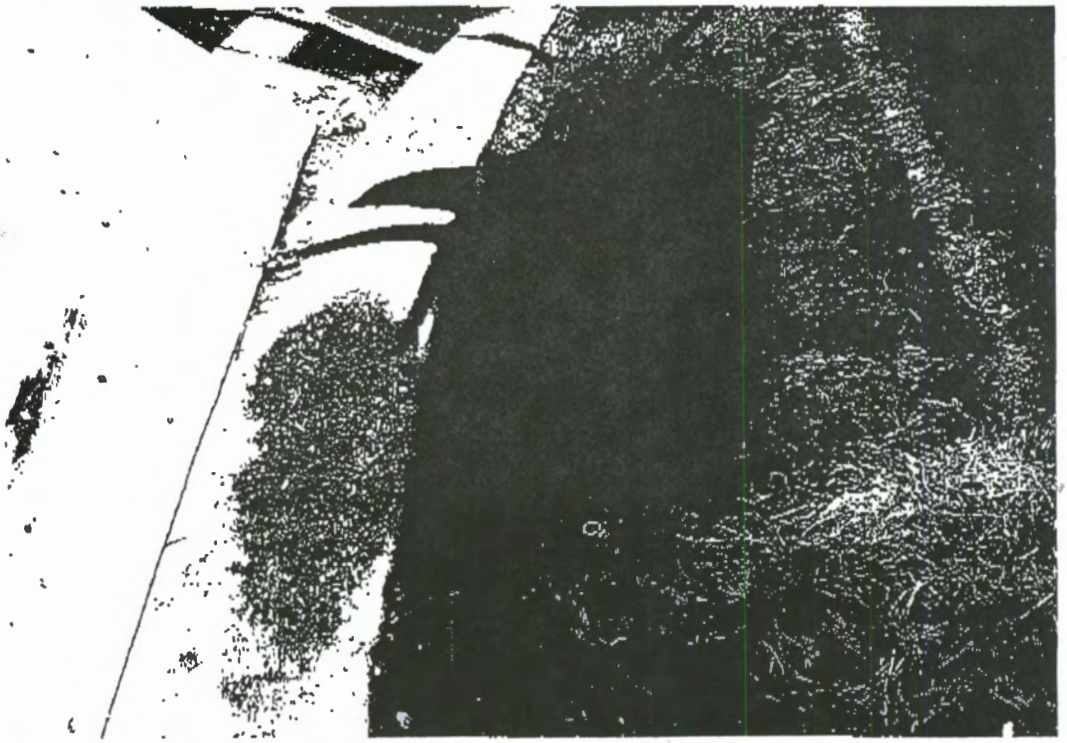


Photo No. 2 View of Mineshaft Looking South. Approximate Dimension of Shaft Below Ground Surface Ranges From 6 to 8 Feet in Diameter

PHOTOS NO. 1 & 2

GEOCON
CONSULTANTS, INC.
3160 GOLD VALLEY DR., - SUITE 800 - RANCHO CORDOVA, CA. 95742
PHONE 916 852-9118 - FAX 916 852-9132

Sinkhole Evaluation
Treasurton Street at Winder Road
Colfax, California
GEOCON Project No. S9261-06-01 | June 2007

VW
DRILLING INC
855-VW DRILL

CAUTION
USA

CAUTION

WINDER RD.
TREASURTON ST.
STOP

WINDER RD.

TREASURTON ST.

Jeep
5CII426
CAUTION
CAUTION

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, October 26, 2016
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 OPEN REGULAR MEETING

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

1B. **Pledge of Allegiance**
Principal Paul Lundberg led the Pledge of Allegiance.

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

1D. **Approval of Agenda Order**
On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Harvey, the City Council approved the agenda.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

2 PRESENTATIONS

2A. **Report from Winterfest Event Organizers**
Pastor Gary Howard, representing the Winterfest Organizing Committee, gave a presentation regarding the Winterfest event which will be held on December 10, 2016. He requested the City allow the tree lighting ceremony on the "traditional" tree in Arbor Park, contact the owner of the old hotel and have it lit and to sponsor the event with $500 seed money. Mayor Parnham stated staff will look into honoring all of Pastor Howard's requests.
Pastor Howard announced the November 4, 2016 Spaghetti Feed which will be held at the Sierra Vista Community Center (SVCC) at 6:00. He stated the dinner fee is by donation.

2B. **Presentation Regarding Measure L**
Colfax High School Principal Paul Lundberg gave a comprehensive report about the successes of the high school. He outlined the facility needs which would be met if Proposition L passes. He promised the district will not waste the funds derived from the bonds if Measure L passes.

3 CONSENT CALENDAR

3A. **Minutes City Council Meeting of September 28, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of September 28, 2016.

3B. **Cash Summary Report – September 28 2016**
Recommendation: Receive and File.

Items 3B was pulled for discussion.

On a motion by Mayor Pro Tem Harvey and seconded by Councilmember Hesch Council approved Item 3A.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

Item 3B Cash Summary Report – September 2016

Councilmember Stockwin asked and received clarification for some of the information provided in the Cash Summary Report.

On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Stockwin, Council approved the Cash Summary Report for September 2016.

4 COUNCIL, STAFF, AND OTHER REPORTS

4A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Hesch

- Councilmember Hesch reported staff is moving forward with an adopt-a-road program.
- He requested staff look into low interest loans to capitalize on Measure M funds if Measure M passes. A loan could be used to schedule large projects within 5 years instead of spreading out a series of small projects of the 30 year life of the tax.
- He requested a staff update on the tracking program purchased for public works about a year ago.
- Councilmember Hesch' activities on behalf of the City included attending "Meet the Candidates" nights and representing the City on the PCTPA Board

Councilmember Stockwin

- Councilmember Stockwin's activities as councilmember included attending a Nevada Irrigation District meeting about the proposed Dam.
- He provided the phone number National Guard Members could use to contact Congressman La Malfa regarding recent rulings – 530-534-7100.

Councilmember Douglass

- Councilmember Douglass attended the Chamber Mixer, the craft fair at Sierra Vista Community Center, Measure L voter information meetings, Breakfast with Senator Gaines, Meet the Candidate meetings (as a candidate) and represented the City on the SACOG Board.
- He announced the Placer County Economic Development breakfast will be held in Roseville on October 27, 2016 at 10:30AM. Everyone interested is invited.

Mayor Pro Tem Harvey

- Mayor Pro Tem Harvey asked City Manager Schempf to give a report to Council regarding progress on the list of items which each Councilmember provided as priorities.

Mayor Parnham

- Mayor Parnham requested staff look into lighting the traditional tree in Arbor Park for the holiday season and asked staff to encourage reinstating the volunteer "clean-up" day.
- He agrees with Councilman Hesch regarding loans to accelerate roads projects in the event that Measure M passes.

4B. City Operations – City Staff

City Manager Schempf

- City Manager Schempf reported the Annual League of California Cities Conference was informative and worthwhile.
- He mentioned staff is currently researching options for Employee Health Insurance to determine a new provider by January 1, 2016 as per the Union MOU.

- Staff is gathering resources to begin a comprehensive Sewer Services Study to find ways to ensure the billing is equitable and efficient, and perhaps lower Sewer fees.
- The Planner is working with the developer of a new housing project with plans for a hearing in December. She is also reviewing the sign ordinance and will ask for Chamber of Commerce input before presenting proposed changes to Council.
- The Community Services Department will begin working with Caltrans to approve the roundabout at South Auburn and the Highway.
- The Electric Vehicle has been purchased and is in use at the Wastewater Treatment Plant.

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

Sergeant Conners, Placer County Sheriff's Office Colfax Substation Commander

- Sergeant Conners announced the Dogs and Chats event is cancelled due to the predicted rainfall on Saturday
- He gave a report of recent activities and acknowledged the efforts of Colfax officers.
- He reminded everyone that "See Something, Say Something" works.

Frank Klein, President of the Colfax Area Chamber of Commerce

- Mr. Klein thanked City staff and Council for hosting the Chamber Mixer at the landfill.
- He requested everyone support the fundraisers for the fireworks and asked for volunteers to serve on the Chamber Board.

Ty LaBelle, Colfax Fire Department Battalion Chief

- Chief LaBelle stated two more volunteers have been approved for the Fire Department.
- The burn ban is lifted for the season. Permits are still required.
- CalFire is down-staffing for the season.

5 PUBLIC COMMENT

Katherine Gifford, 214 Treasurton

- Spoke against Measure H, the City of Colfax Medical Marijuana question.

Stacie Younggren, area resident

- Spoke in favor of Measure H.

Dirk Gifford, 214 Treasurton

- Spoke against Measure H.

Foxey McCleary, 124 Saunders Lane

- Suggested staff speak with the Colfax Garden Club about the proposed Adopt–a–Road idea.

6 COUNCIL BUSINESS

6A. **Proposal from Mink Creek HOA**

PRESENTATION: Al Turner, Mink Creek HOA President

RECOMMENDATION: Accept proposal from Mink Creek HOA for discussion in Closed Session at the November 9, 2016 Regular Meeting.

Mr. Turner stated the errors and omissions of the developer have been a problem for 16 years. The Association representing the homeowners proposes the City take ownership of the sewer and storm drain system and make a payment to defray the costs of repairing

the system. In exchange the HOA will promise not to sue the City for errors and omissions. He thanked Council for taking the proposal.

Mayor Parnham stated the City Attorney recommended Council have no discussion of this proposal in public, and defer the topic to closed session at the next meeting.
Councilmember Douglass asked if there is a statute of limitations for the HOA to bring judgement against the developer.
City Attorney Cabral stated there is a statute of limitations and it would be difficult to bring suit against the developer who has filed bankruptcy and relocated to another state.
Councilmember Stockwin asked how much Mink Creek proposed the City pay towards the repairs needed.

6B. **Volunteer Fire Department Emergency Response Vehicle Replacement**
PRESENTATION: Ty LaBelle, Colfax Fire Department Battalion Chief
RECOMMENDATION: Adopt Resolution 44-2016 authorizing the City Manager to enter into a lease/purchase agreement with Burton-Rosenbauer Fire Equipment for an emergency response vehicle.

Chief Labelle stated the proposed vehicle would replace the current vehicle which is 26 years old. The Department proposes purchasing the vehicle through a lease/purchase agreement using the revenues the Fire Department accrues when it rents equipment to other Fire Response entities. The old truck will be donated to another fire department.

Council discussed the purchase of the vehicle. There was no public comment.

On a motion by Mayor Pro Tem Harvey, seconded by Councilmember Hesch, the Council unanimously approved Resolution 44-2016.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

6C. **Sewer Inspection Camera and Locator System**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: Authorize the City Manager to enter into a purchase agreement with Ferguson Enterprises, Inc. for a sewer inspection camera and locator system.

City Manager Schempf stated the City is required to inspect the sewer system regularly. Without the proper equipment, the City must hire outside vendors at considerable expense to perform the inspection. Staff is recommending purchase of a good camera system.

Council discussed the purchase and suggested staff look into using the camera to do sewer lateral inspections for the residents at a lower cost than they are currently paying for the City inspection permit plus the contractor fees. There was no public comment.

On a motion by Mayor Pro Tem Harvey and a second by Councilmember Stockwin, Council unanimously approved the purchase of the Sewer Inspection Camera and Locator System.
AYES: Douglass, Harvey, Hesch, Parnham, Stockwin

6D. **Centennial Dam Economic Impacts on the City of Colfax**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: For information only.

City Manager Schempf recommended Council consider the economic impacts of the proposed dam. Because the proposed reservoir would not be within our jurisdiction, this is really the only aspect upon which we can have influence. Mr. Schempf met with the Local Agency Formation Commission (LAFCO) to begin the process of expanding the City's Sphere of Influence. He will also meet next week with the Executive Director of the Nevada Irrigation District (NID) to discuss the NID timeline for the project.

Council agreed to allow staff to explore the possibility of expanding the Sphere of Influence and wants to be informed as the process moves forward.
There was no public comment.

6E. **Old Colfax Hotel Update**
STAFF PRESENTATION: John Schempf, City Manager
RECOMMENDATION: For information only.

City Manager Schempf stated staff, including the City Attorney, recently met with the owner of the Old Colfax Hotel. Staff made it clear to the owner of the building that he needs to make progress on the abatement of the public nuisance or the City will need to take legal action against him. The owner agreed to allow the City engineer to check the building for structural integrity. He will complete the current abatement permit for bringing the outside of the building up to code within 90 days. Once the abatement permit is complete the owner will submit his plans for operation of the building to the Planning Department for review.

Council asserted the need to keep the pressure up on the owner so this problem can be fixed. There was no public comment.

7 ADJOURNMENT

Before adjourning the meeting, Mayor Parnham confirmed with the other members of Council to direct staff to find a way to light the "traditional" tree in Arbor Park for the holiday season.

As there was no further business on the agenda, Mayor Parnham adjourned the meeting at 8:56PM.

Respectfully submitted to City Council this 9nd day of November, 2016.

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 9, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: November 2, 2016
SUBJECT: Quarterly Investment Report – September 30, 2016

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

RECOMMENDED ACTION: Accept and File.

SUMMARY:

Staff recommends that the Council accepts and files the Colfax Quarterly Investment Report for the quarter ended September 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 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.

CONCLUSION:

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

- The investments held at September 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 .57% for the quarter ended September 30, 2016,
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period October 01, 2016 to March 31, 2017.

ATTACHMENTS:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 09/30/16)
3. State of California – PMIA Average Monthly Effective Yields

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2016-2017
Report Date: 11/02/16

Quarter Ended 09/30/2016

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	$ 3,576,677	89%	0.60%
Corporate Checking	US Bank	N/A	$ 437,812	11%	0.19%
	Total Investment Pool		**$ 4,014,489**	**100%**	**0.57%**

JOHN CHIANG
TREASURER
STATE OF CALIFORNIA

PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/26/16	0.64	0.61	157
09/27/16	0.64	0.61	157
09/28/16	0.64	0.61	160
09/29/16	0.64	0.61	162
09/30/16	0.65	0.61	165
10/01/16	0.65	0.65	165
10/02/16	0.65	0.65	165
10/03/16	0.65	0.65	169
10/04/16	0.65	0.65	170
10/05/16	0.65	0.65	170
10/06/16	0.65	0.65	169
10/07/16	0.65	0.65	171
10/08/16	0.65	0.65	171
10/09/16	0.65	0.65	171
10/10/16	0.65	0.65	168
10/11/16	0.65	0.65	169
10/12/16	0.65	0.65	168
10/13/16	0.65	0.65	170
10/14/16	0.66	0.65	171
10/15/16	0.66	0.65	171
10/16/16	0.66	0.65	171
10/17/16	0.65	0.65	168
10/18/16	0.65	0.65	167
10/19/16	0.65	0.65	166
10/20/16	0.65	0.65	164
10/21/16	0.66	0.65	165
10/22/16	0.66	0.65	165
10/23/16	0.66	0.65	165
10/24/16	0.66	0.65	164
10/25/16	0.66	0.65	168
10/26/16	0.66	0.65	167

*Daily yield does not reflect capital gains or losses

View Prior Month Daily Rates

LAIF Performance Report

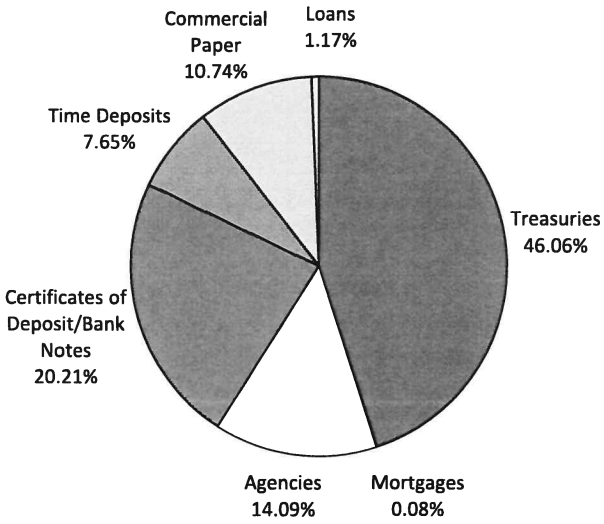
Quarter Ending 09/30/16

Apportionment Rate:	0.60%
Earnings Ratio:	.00001651908048883
Fair Value Factor:	1.000306032
Daily:	0.65%
Quarter to Date:	0.61%
Average Life:	165

PMIA Average Monthly Effective Yields

Sep 2016	0.634%
Aug 2016	0.614%
Jul 2016	0.588%

Pooled Money Investment Account Portfolio Composition 09/30/16 $68.3 billion



Based on data available as of 10/26/2016

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	0.588	0.614	0.634			

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STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 9, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED BY: Laurie Van Groningen, Finance Director

DATE: November 2, 2016

SUBJECT: Sales and Use Taxes Report – Fiscal Year 2015-2016

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

RECOMMENDED ACTION: Information only

SUMMARY:

The City has received the final accounting of Sales and Use Tax revenues for the fiscal year 2015-2016 (year ended June 30, 2016).

FISCAL IMPACT:

Total sales tax revenue for fiscal year 2015-2016 was $1,104,357, which was an increase of 15% over the previous year revenues and a 29% increase over the amended budget amount of $850,000 for the fiscal year.

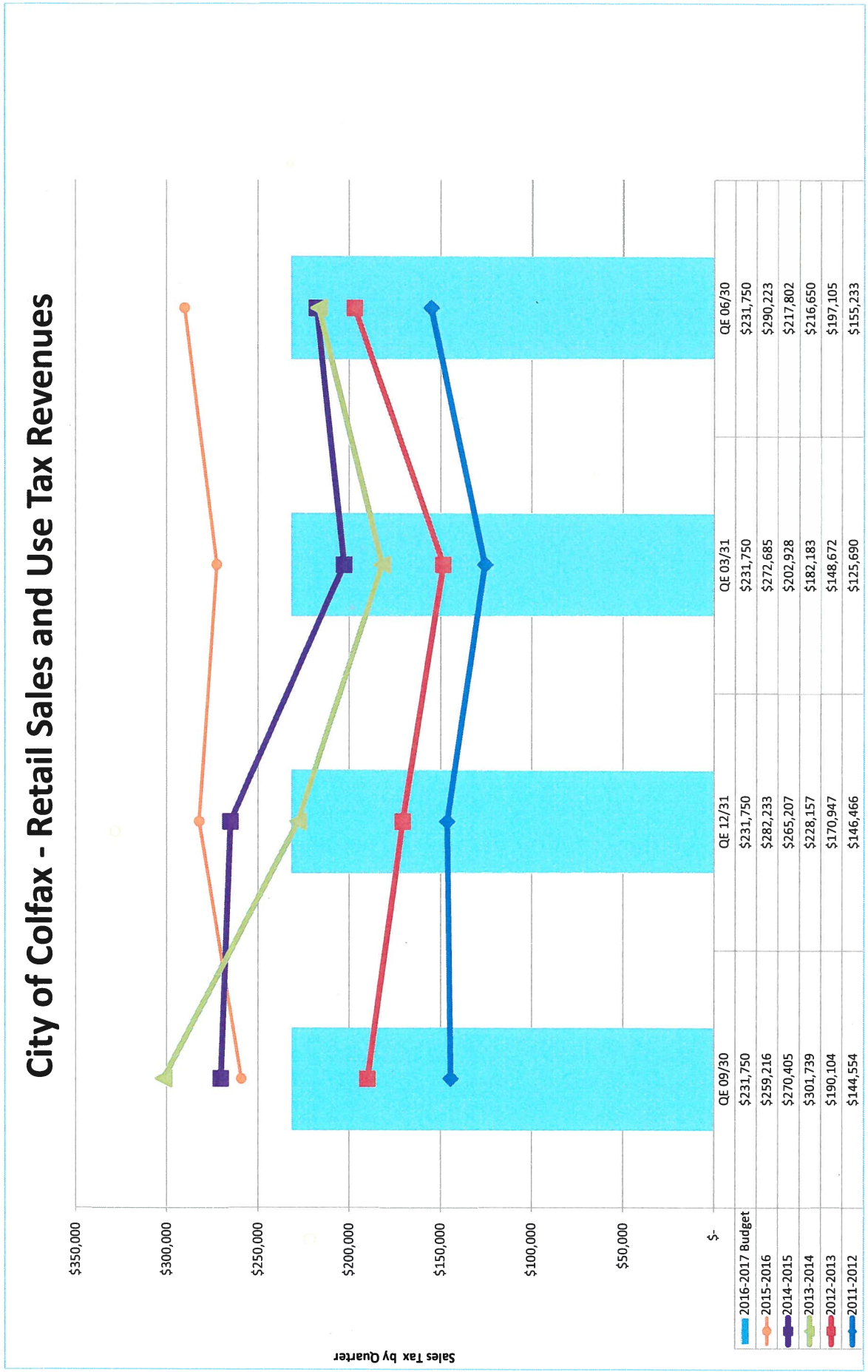
BACKGROUND AND ANALYSIS:

A portion of the increase for the fiscal year may be the true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015. In addition, sales tax revenues for the quarters ended March 31, 2016 and June 30, 2016 both increased about 40% of the previous year.

Our current year 2016-2017 budget was adopted in June 2016 and was conservatively based on fiscal year 2015-2016 actual data at that time. The budget is now $927,000 which is 16% less than the final 2015-2016 actuals. Staff will continue to closely monitor sales and use tax revenues and provide current year projections when available, and provide any budget amendment recommendations at the mid-year budget review in February 2017.

ATTACHMENTS:

1. Graph – City of Colfax – Retail Sales Tax Revenues
2. Chart – City of Colfax – Retail Sales Tax History


City of Colfax - Retail Sales and Use Tax Revenues
Sales Tax by Quarter
$350,000
$300,000
$250,000
$200,000
$150,000
$100,000
$50,000
$-
QE 09/30
QE 12/31
QE 03/31
QE 06/30
2016-2017 Budget $231,750 $231,750 $231,750 $231,750
2015-2016 $259,216 $282,233 $272,685 $290,223
2014-2015 $270,405 $265,207 $202,928 $217,802
2013-2014 $301,739 $228,157 $182,183 $216,650
2012-2013 $190,104 $170,947 $148,672 $197,105
2011-2012 $144,554 $146,466 $125,690 $155,233

City of Colfax
Sales and Use Tax Revenue History

		Actuals	Change	% Change
1999-2000		$ 478,169		
2000-2001		$ 484,801	$ 6,632	1%
2001-2002		$ 592,392	$ 107,591	22%
2002-2003		$ 581,749	$ (10,643)	-2%
2003-2004		$ 601,276	$ 19,527	3%
2004-2005		$ 707,515	$ 106,239	18%
2005-2006		$ 749,583	$ 42,068	6%
2006-2007		$ 752,431	$ 2,848	0%
2007-2008		$ 648,989	$ (103,442)	-14%
2008-2009		$ 540,051	$ (108,938)	-17%
2009-2010		$ 538,549	$ (1,502)	0%
2010-2011		$ 551,953	$ 13,404	2%
2011-2012		$ 571,943	$ 19,990	4%
2012-2013		$ 706,828	$ 134,885	24%
2013-2014		$ 928,729	$ 221,901	31%
2014-2015		$ 956,342	$ 27,613	3%
2015-2016		$ 1,104,357	$ 148,015	15%
2016-2017	*	$ 927,000	$ (177,357)	-16%

**Adopted Budget - No current year data received to date*

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 9, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED BY: Staff

DATE: November 3, 2016

SUBJECT: Winterfest Seed Money

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

RECOMMENDED ACTION: Authorize donating $500 to Winterfest organizers to be used towards purchase of Fireworks for the December 10, 2016 event.

SUMMARY

The City Council of the City of Colfax traditionally donates $500 to serve as seed money for certain City wide events each year. The City requires the organizer request the funding and to specify how the money will be spent. The Winterfest Organizers have requested $500 to be used in the purchase of fireworks for the event which is scheduled for December 10, 2016.

Staff recommends authorizing the donation of $500 for Winterfest fireworks.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE OCTOBER 12, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED By: Laurie Van Groningen, Finance Director

DATE: August 31, 2016

SUBJECT: Mitigation Impact Fees

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

RECOMMENDED ACTION: Conduct public hearing, review annual report, consider public and staff comments, accept report and adopt Resolution № 45-2016: Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq)

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

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

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

1. Roads – Fund 210
2. Drainage – Fund 211
3. Trails – Fund 212
4. Parks and Recreation – Fund 213
5. City Buildings – Fund 214
6. City Vehicles – Fund 215
7. Downtown Parking – Fund 217
8. Fire Construction Fees – Fund 342
9. Recreation Construction Fees – Fund 343

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

Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent. State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees. The report must include (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)) , (2) the amount of the fee (Government Code §66006(b)(1)(B)), (3) the beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)), (4) the amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)), (5) an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)), (6) an identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)), (7) a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter-fund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and (8) the amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded.

Public Contact
This report was available at City Hall counter by: October 27, 2016
Notice of Public Hearing was published: Colfax Record – October 27, 2016

CONCLUSION:

Staff recommends that Council reviews and accepts report.

ATTACHMENTS:

1. Resolution 45-2015
2. Annual AB1600 Report
3. Mitigation Fee Schedule

The 2006 Mitigation Fee Study and 2006 Mitigation Fee – Council minutes are available at City Hall.

City of Colfax
City Council

Resolution № 45-2016

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

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

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

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

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

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

WHEREAS, on November 9, 2016, pursuant to notice duly published and posted, the Colfax City Council opened a public hearing for the purpose of (1) reviewing the Mitigation Fee Report and the Mitigation Impact Fees and determining whether the Mitigation Impact Fee amounts continue to be reasonably related to the impact of development, (2) determining whether the described facilities are still needed, (3) determining whether the Mitigation Impact Fees should be revised to include additional projects not previously foreseen as being needed and (4) making other findings required by law; and

WHEREAS, on November 9, 2016, the public hearing was closed after all public comments were received**.**

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

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

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

3. The Mitigation Fee Report is hereby approved

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 9th day of November 2016 by the following roll call vote of the Council:

Ayes:
Noes:
Absent:
Abstain:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

City of Colfax
Annual Report on Mitigation Fees Per Government Code 66000
AB1600 Statement - Fiscal Year 2015-2016

Analysis of Change in Fund Balance

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total
Beginning Balance 07/01/15	$ 62,919	$ 3,038	$ 42,555	$ 97,454	$ 941	$ 4,476	$ 26,525	$ 2,419	$ 2,419	$ 242,746
REVENUE										
Fees Collected	-	-	-	-	-	-	-	-	-	-
Interest Earnings	167	8	115	264	3	12	72	7	7	653
Other Revenue	-	-	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-	-	-
	167	8	115	264	3	12	72	7	7	653
EXPENDITURES										
Project Expenditures	10,359	-	-	-	-	-	-	-	-	10,359
Refunds	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-
	10,359	-	-	-	-	-	-	-	-	10,359
Revenue Over/(Under) Expenditures	(10,192)	8	115	264	3	12	72	7	7	(9,706)
Ending Balance at 06/30/16	**$ 52,727**	**$ 3,046**	**$ 42,670**	**$ 97,718**	**$ 944**	**$ 4,488**	**$ 26,597**	**$ 2,426**	**$ 2,426**	**$ 233,040**

Expenditures by Project

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total	Percentage Funded with Mitigation Fees
Project: Economic Revitalization	$ 10,359									$ 10,359	100%
Project _____										$ -	0%
Project _____											
Project _____											
Total Expenditures by Project	$ 10,359	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,359	

TABLE II-3 **Consolidated**
MITIGATION FEE BY LANDUSE & TYPE
COLFAX MITIGATION FEE STUDY
July 01, 2016 update

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

Mitigation Fee							
Item	Code/Ordinance Section	Single Family per unit	Multi Family per unit	Office Building	Retail Building	Industrial Building	
Sewer Impact Fee g)	Ord 475, 6-3.203 & 4	Group 110	Group 120	Group 217	Group 221	Group 400	Fee adjusted annually by City Engineer
	Code 13.08.100 ENR f)	$ 8,260.00	$ 8,260.00	$ 8,260.00	$ 8,260.00	$ 16,520.00	based on ENR, San Francisco Bay Area CCI
			+ each unit >1	+ for each additional 1000sf			Paid upon new connection
			$ 6,608.00	$ 1,652.00	$ 4,130.00		
Landfill Equity, Buy-In Fee	Code 3.32.030	$ 47.00	$ 47.00	$ 47.00	1st	2000	Flat fee that never changes
				+ for each additional 2000sf or portion thereof			Paid with each building permit
				$ 47.00	$ 47.00	$ 47.00	
Construction Tax	**applicable to building permits**		**(1/2 tax to parks, 1/2 tax to fire)**				"Residential Construction Tax"
- Residential	Code 3.24.040 A, B, C, D	1.00% of build. value					Paid with construction of new mobile home
- mobilehome	3.24.040 E	$ 500.00 per unit					or residential unit
	(includes modular & prefab.)						
- all other	Code 3.24.040 F			1.00% of building valuation			Disagree, no provision for office, retail, industrial, etc
	(includes office, retail, indus.)						
Whitcomb Ave.	Code 3.44	See attached map, applicable parcels and fee					Fair share fee established in Ordinance 466
Fair Share	applicable to certain parcels						

Placer County Facilities Fee e)	$ 12,000	$ 1,793.05	$ 0.46	$ 0.28	$ 0.23
PCWA Water Connection Fee	Fee collected directly by PCWA at time water meter is placed.				Verified with PCWA 1/6/14 by Jim Fletter

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

Notes:

d. Varies by more specific type breakdown and EDU assigned per Ordinance 475 Article 4 and Appendix A.

e. Amounts usually adjusted by County on October 1st each year. See Fee schedule for additional land use breakdown.

f. Amounts are increased each year per code by ENR CC Index on July 1.

g. Sewer impact fee groups shown are example. See Sewer Code and adjust each group # and amount per EDU schedule.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 9, 2016 COUNCIL MEETING

FROM: Travis A. Berry, Technical Services Manager
DATE: November 2nd, 2016
SUBJECT: **Permanent Dam in WWTP Pond 1 (EQ Basin) – Design Process**

	N/A	X	**FUNDED**		**UN-FUNDED**	**AMOUNT:** Time and Materials (An estimate will be available after 11/7/16)	**FROM FUND:** 560

RECOMMENDED ACTION: Discuss and direct staff as appropriate.

BACKGROUND AND DISCUSSION

The wastewater treatment plant has a history of being unable to sustain continuous treatment due to varied influent flows. These varied flow rates, accompanied by varying organic loading, cause upsets in the treatment process that prohibit continuous operation. In 2014, the City conducted a pilot project in which a temporary water-filled dam was installed in Pond 1 to separate it into two separate ponds. One side is used as an equalization basin (EQ basin) and the other side is used only to store water to keep the dam in place. The goal of the project was to create an EQ basin that stored no more than two days of influent water and then to pump a constant rate of water from it to the biological treatment facility, thereby eliminating varied flows and organic loading rates.

The pilot project has proven successful in the operation of biological treatment with continuous, steady flow rates and organic loading rates with permit requirements well within parameters. The water-filled dam is only a temporary solution to the issue. It is essentially a giant water balloon and will eventually fail as it has in the past. The dam has sprung leaks and has had to be replaced. It has also broken loose from its tie downs during significant rain events allowing algae laden water on the unused side to be combined with the raw influent water on the EQ side which disrupted treatment.

Staff proposes working with the City's in-house engineering firm to design a permanent dam within Pond 1. The dam will have valves and plumbing to allow use of either side as an EQ basin while the other is cleaned. The dam will be constructed primarily of shotcrete coated earth to keep costs as low as possible.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 9, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED By: Wes Heathcock, Community Services Director

SUBJECT: Adopt-a-Road Program

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $400**	**FROM FUNDS: 270 (CalRecycle)**

RECOMMENDED ACTION: Adopt Resolution 46-2016 approving the Adopt-a-Road Program and authorizing the City Manager to administer the Adopt-A-Road Program.

DISCUSSION AND SUMMARY:

At the October 19, 2016 meeting, City Council directed staff to draft an Adopt-a-Road Program (Program) for approval. Staff researched the existing trash abatement programs in the region and put together a draft proposal for Council's consideration.

The main parameters in the program include defining areas suited for the Program, trash removal frequency and duration requirements, and wavier of liability. Based on the Community's trash issue needs, staff is recommending initializing the Program to include the two streets parallel to the I-80 corridor – S. Canyon Way and S. Auburn Street. The S. Canyon Way section would be between Siems Avenue and the S. Canyon Way Overcrossing, which is approximately 1.2 miles in length. The S. Auburn Street section would be between Whitcomb Avenue and the S. Canyon Way Overcrossing, which is approximately 1.15 miles in length. The typical distance for the region's trash abatement programs is 1-2 miles per assigned volunteer section; therefore, the proposed areas are within acceptable limitations.

The second item of value in the Program is the frequency of trash collection within the volunteer designated areas. After viewing other Programs, staff learned the average number of collection cycles per calendar year is 2 times per calendar year. The draft Program requires a minimum of 2 roadside trash collections per calendar year to keep the recognition signs up within their section of responsibility. Furthermore, staff is recommending a volunteer organization commitment for 2-years to minimize material and staffing costs to the City.

Finally, the staff has included a waiver of liability document and suggested safety tips for the volunteer organization. The indemnification provides the necessary protections for the City should the volunteer organization not follow the best safety practices outlined in the Program application packet. In addition, staff is recommending the minimum age to participate in the roadside abatement duties be limited to 18-years of age or older. Restricting the age requirement to 18-years or older reduces the risk of injury to the volunteer members performing the service. Furthermore, the City will be providing an Equipment Kit to the volunteer organization to utilize during the collection process, which includes a portable Roadwork-Ahead sign, litter Pik-Stixs, safety vests, and trash bags.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Staff has estimated the majority of cost will be in the initial installation costs of the signs with minimal ongoing managerial oversight costs. The initial Adopt-A-Road and recognition signs costs are estimated to be $400, to be funded from Beverage Recycling Grant 270 Fund. The Beverage Recycling Grant allows for roadside trash abatement as an approved use of the funding. Additionally, there will be staff costs to install and administer the costs that are already built into the salary breakdown rates.

ATTACHMENTS:

1. Resolution 46-2016
2. Draft Adopt-a-Road Program Packet

City of Colfax
City Council

Resolution № 46-2016

APPROVE THE ADOPT-A-ROAD PROGRAM AND AUTHORIZE THE CITY MANAGER TO ADMINISTER THE ADOPT-A-ROAD PROGRAM

WHEREAS, at the October 19, 2016, City Council directed staff to draft an Adopt-a-Road Program; and,

WHEREAS, City staff researched existing trash abatement programs in the region and put together a draft proposal for Council's consideration; and,

WHEREAS, the City staff created an Adopt-a-Road program with pertinent conditions to adequately administer the program.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax to approve the Adopt-a-Road Program and authorize the City Manager to administer the Adopt-a-Road Program.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the regular meeting of the City Council of the City of Colfax held on the 9th day of November, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

1 SIDE
SUBSTRATE: ALUMINUM
BACKGROUND: WHITE EGP- PRINTD AS SHOWN
BORDER: PRINTED AS SHOWN
LETTERS: PRINTED AS SHOWN

QTY: 1 EA

DEPARTMENT OF PUBLIC WORKS

ADOPT-A-ROAD PROGRAM

Dear Prospective Volunteer:

Thank you for your interest in the City of Colfax Adopt-a-Road Program. The Adopt-a-Road Program Guide is designed to make the program easy to understand and participate in. The list below describes the contents of this Guide and gives simple directions to follow. To complete the application process, you will need to fill out and return pages 5, 6, & 7 of the Guide. Our Coordinator will meet with you to fill out page 8, and after each clean-up, you will need to fill out and return page 10, (and page 6 if updated). Please read each section of this Guide and call the Program Coordinator at (530) 346-2313, if you have any further questions.

Sincerely,

Wes Heathcock
Community Services Director

••

GUIDE CONTENTS:

Fact Sheet (Page 4)
This sheet provides general information about the Adopt-a-Road Program.

Adopt-a-Road Application (Page 5)
The form needs to be completed by the organization or individual wanting to adopt a street.
The group leader should mail the application to the Adopt-a-Road Program Coordinator.

Acceptance and Conditions (Page 6)
The form defines the responsibilities of the adopting organization as well as the City of Colfax Public Works Department. The form needs to be filled out and signed by the group leader. This form shall be mailed along with the application. The Program Coordinator must receive the signed form before the first cleanup can be scheduled.

Hold Harmless (Pages 7)
This form needs to be signed by each volunteer participating in the cleanup. No participants under the age of 18 are allowed to participate in the clean-up. A copy must be sent to the Program Coordinator and the group leader should keep the original. If any new volunteers participate during following cleanups who did not sign the original, have them sign and send an updated copy to the Program Coordinator.

GUIDE CONTENTS CONTINUED:

Recognition Sign Request (Page 8)
Group leaders must complete this form to request the installation of two (2) Adopt-a-Road recognition signs. As shown on this sheet, the City will provide two (2) plates showing the organization's name, one (1) located at the beginning of each street section. Organizations also have the option of placing their organization's logo on the plates after the logo has been approved by the City.

Equipment Kit Contents (Page 9)
During your Adopt-a-Road cleanup, safety equipment is required. This equipment can be reserved for your group by calling the Program Coordinator at least five (5) business days in advance of the cleanup date to arrange for a specific time to pick up the safety equipment. The group leader should use this list as a guide when picking up the safety equipment. All listed items should be included inside the Equipment Kit. If any items are missing, please inform the Program Coordinator.

Completion Form (Page 10)
After each cleanup, group leaders must mail, fax, e-mail, or bring in the Completion Form to the Program Coordinator to report the figures as requested. The group leader should make several Blank copies of this form to keep in their adopt-a-road file for later use.

Safety Guidelines (Page 11)
All volunteers participating in the cleanup will need to be familiar with the Safety Guidelines Sheet. This can be used as a reference in the field, in addition to the Safety Orientation Class.

Items to Bag, Move, or Leave (Pages 12–13)
Volunteers working along the roadside will find all types of garbage to bag. However, some of the items found should be left where they are found. The list on page 16 clarifies which items to bag, move, or leave.

Garbage Bag Placement Plan (Page 14)
The drawing on this page shows a sample setup for an Adopt-a-Road cleanup. **Safety** is the **number one** priority during all cleanups. Your Program Coordinator will make adjustments to the setup of safety equipment and garbage bag placement, if necessary.

Adopt-A-Road
Fact Sheet

The Adopt-a-Road Program involves volunteer organizations picking up litter on the roadside of local City of Colfax streets. Volunteer organizations will need to clean each street section 2-4 times per year with a minimum of a 2-year commitment. Organizations are also required to fill out an Adopt-a-Road Application, and Release of Liability form, before cleanup can begin. Organizations are required to contact the Program Coordinator two (2) business days prior to their scheduled cleanup and within one (1) business day following the cleanup. In addition, once cleanup is completed the organization will need to fill out a Completion Form and return to the Program Coordinator e-mail.

To show its appreciation, the City of Colfax will provide two (2) Adopt-a-Road signs, one at each end of the adopted section to show where the organization is working. Signs will display the organization's name and/or logo (to be provided by organization), but no addresses or phone numbers are allowed.

The City will supply garbage bags and safety equipment to the volunteers and will provide garbage pickup service.

The Adopt-A-Road Program has proven to be successful in improving appearance through litter pickup and is a great way for community based organizations/groups and businesses to show their involvement in the community. This Program will provide another opportunity for business and community based organizations/groups to work together in this effort. Anyone interested in this program should contact:

City of Colfax
Department of Public Works
P.O. Box 702
Colfax, CA 95713

Adopt-A-Road Application

Name of Organization _____ Date of Application _____

Mailing Address _____

City, State, Zip Code _____

Name of Contact _____ Telephone _____

Name of Alternate Contact _____ Alternate Telephone _____

Mailing Address, City, State, Zip Code _____

Street section you are interested in adopting. List your selection in order of preference.

1. _____

2. _____

The adopter agrees to follow safety tips and to indemnify and hold harmless the City of Colfax, its City Council, officers, directors, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, costs, and expenses, including reasonable attorneys' fees and damages of any nature whatsoever to any person or property, arising out of or resulting from the performance or non-performance of this Agreement.

Signed:

_____ _____
Authorized Signature of Adopted Organization Date

Adopt-A-Road Application
Acceptance and Conditions

The adopting Organization agrees to participate in the program by picking up litter along the specified roadway within the time limits agreed upon below and signing the release of liability forms included.

If, in the sole judgment of the City of Colfax, it is found that the adopting group is not meeting the terms and conditions of this agreement, upon thirty (30) days' notice, the Public Works Department may terminate the adoption agreement.

The City of Colfax will provide two (2) Adopt-a-Road signs, one at each end of the adopted section. Affixed to each sign will be a plate displaying the organization's name in sufficient detail to identify the organization. Organizations requesting a logo or name written in a special writing style (font) will be able to take the aluminum plate (provided by the City) to a private sign shop where upon their logo and/or name can be placed. The City of Colfax retains the right to reject, without cause or explanation, any symbol or seal the City of Colfax determines unacceptable. All logos must be approved by the City. When the plate is completed and returned to the City, arrangements will be made to place the plate on the permanent Adopt-a-Road sign. Organizations will be recognized via their name/logo on the permanent signs for participation in the Adopt-a-Road Program within thirty (30) days after the first cleanup.

The City of Colfax recognizes _____as the

adopting organization and promoting a litter-free environment on the section of roadway

described as _____ between _____ and

_____ in the community for a period of two-years (2)

beginning on _____ and ending on _____

with clean-up to be a minimum of 2-times per year.

_____
Community Services Director

_____
Print Name of Authorized Signature for Group

_____ _____
Authorized Signature for Group Date

Jan	Feb	Mar
Apr	May	Jun
Jul	Aug	Sep
Oct	Nov	Dec

Anticipated Clean-up Months
(Coordinator to check all that apply)

City of Colfax
Adopt-A-Road Program
Participant's Registration, Waiver, Release, Assumption of Risk and Indemnity Agreement

NOTE: Participant must complete this form in its entirety prior to participating or performing volunteer work or services

Participant's Name: _____
(Last Name) (First Name)
Address: _____ City: _____ Zip: _____

Phone: (____) _____ E-mail: _____

Emergency Contact Name: _____Phone: (____) _____

In consideration of the permission given by the City of Colfax ("City") to accept the above-named Participant, and to the greatest extent permitted by law, the undersigned hereby waives, releases and shall hold harmless, defend and indemnify the City and its subordinate and affiliated agencies, officers, officials, employees, sponsors and volunteers (collectively "Indemnitees") from and against any and all liability, loss, damage, expense and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the participation by the above-named Participant in any activity for which such Participant is being registered, except to the extent such injury, loss or damage is caused by the active negligence or willful misconduct of the Indemnitees. Furthermore, I hereby agree that I, my successors and assigns knowingly and voluntarily assume the risk of engaging in this activity and will not make any claim against, sue, attach the property of, or prosecute any of the Indemnitees for any injury, liability, loss, damage, expense or costs arising out of or resulting from the participation by the above-listed Participant in any activity which such Participant is participating in. I hereby grant permission to the City to take my or the above Participant's photograph while participating in City activities or programs and to use such photograph(s) for publicity.

NOTE: BY SIGNING THIS FORM, YOU ARE AGREEING TO RELIEVE THE CITY OF LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE AND OTHER INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY THE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

Participant' Signature: _____ Date: _____

Adopt-A-Road Program
Recognition Sign Request

The City of Colfax will provide two (2) Adopt-a-Road signs, one at each end of the adopted street section. Affixed to each sign will be a plate displaying the organization's name in sufficient detail to identify the organization. Organizations requesting a logo or name written in a special writing style (font) will be able to take the aluminum plate (provided by the City) to a private sign shop whereupon their logo and/or name can be placed. The City of Colfax retains the right to reject, without cause or explanation, any symbol or seal the City of Colfax determines unacceptable. **All logos must be approved by the City.** When the plate is completed and returned to the City, arrangements will be made to place the plate on the permanent Adopt-a-Road sign. Organizations will be recognized via their name/logo on the permanent signs for participation in the Adopt-a-Road program within thirty (30) days after the first cleanup. No address or telephone number will be included on the signs. The City will maintain the signs.

City provided plates will include a white reflective background with black non-reflective letters.

In order to comply with state sign regulations and avoid safety hazards, volunteer provided plates cannot be more than 30% red, yellow, orange, or any combination thereof.

Check One (1):

☐ City will be supplying sign plate with the organization's name as written below:

_____
Organization's Name as it will Appear on Recognition Sign (Please Print Clearly)

_____
Signature of Organization Leader

☐ Organization will place its own logo/name on plate. (Blank plate will be provided by the City, and logo is to be pre-approved by the City)

Adopt-A-Road Program
Equipment Kit Contents

The equipment kit is designed to provide Adopt-a-Road volunteers with the necessary materials and tools to have a successful and safe cleanup event.

The Program Coordinator will supply the Equipment Kit. Safety information is provided in the Safety Guidelines sections on pages 12-13.

The following items are included in the Equipment Kit:

2 Portable "Road Work Ahead" signs
2 Litter Pik-Stixs
10 Safety Vests
1 Box - Plastic Litter Bags (approx. 100 bags)

The kit is designed to provide enough materials for ten volunteers. If any items are missing, notify the Program Coordinator immediately. Also, if you have any questions regarding the proper use of equipment, please ask.

Adopt-A-Road Program
Completion Form

This form is used by the Adopt-A-Road Program Coordinator to keep track of program participants and the frequency of projects they are involved in. **Please remember to fill out and return a copy of this form after each cleanup.**

Clean-up completion date: _____

Group leader: _____ Phone #: (____) _____

Name of organization: _____

Street adopted: _____

Number of volunteers that participated: _____

Number of hours the clean-up lasted: _____

Approximately how many bags of trash: _____

We anticipate our next clean-up will be on (date) _____

Were there any unusual incidents or injuries during the clean-up? _____

If so, please describe: _____

Note:
Please return this form when completed to the Community Services Director at admin@colfax-ca.gov.

Adopt-A-Road Program
Safety Guidelines

You will be participating in a volunteer community cleanup near a City road, your safety and the safety of others is extremely important to us. Please read and follow these safety guidelines:

- Review these safety tips each time before beginning work.
- Always park legally in a safe place when at the work area.
- Review the area for hazards before beginning.
- Do not touch possible hazardous materials. Contact the City Program Coordinator for further instructions.
- Wear City provided safety vests or bright colored clothing.
- Dress appropriately for weather conditions. Long pants are highly recommended at all times.
- Always face oncoming traffic while working, if possible.
- Always be alert and have an escape route planned.
- Designate a lookout person with large groups (5 or more people).
- Wear protective gloves, sturdy boots or shoes.
- Hats and sunscreen are recommended.
- Do not walk on the roadway.
- Never work in a median or center of the road.
- Avoid over exertion.
- Have a first aid kit available.
- Have water or other refreshment available for all participants.
- Never consume alcoholic beverages before or during the work period.
- Have transportation to medical services available.
- Do not enter or reach into drainage facilities.
- Do not touch or come near dangerous wildlife.
- Do not touch poisonous or thorny plants.
- Never work along the road in the dark or low light conditions.
- Do not work in the rain or fog.
- Do not work when the road is wet or icy.
- Do not work on high traffic volume days such as holidays or the day before holiday weekends.
- Be sure of your footing on slopes, uneven ground, and unstable conditions such as rocks or loose soil.

The most important tip is to use good judgment and stay alert. Volunteers under the age of 18 may not participate in the Program.

Adopt-A-Road Program
Items to Bag, Move, or Leave

BAG IT

1. These items may be placed in a bag.
    A. Small items made of paper, cardboard, plastic, Styrofoam, wood, rubber, glass, or metal.

MOVE IT

1. These items should be placed alongside your stacked bags at the edge of the shoulder.
    A. Items with pointed edges that might tear a bag.
    B. Large items that would prevent a bag from being properly tied closed.
    C. Heavy items that could tear a bag provided that the item can be moved without causing physical injury.

If in doubt, leave the item alone!

LEAVE IT

1. These items should be left where found without taking further action.
    A. Items that could cause physical injury if moved.
    B. Any item in an unsafe location (within two (2) feet of a traffic lane or on unstable ground, etc.).

2. Report these items to the Program Coordinator that day, or on the next working day, during normal business hours. You may leave a voice message.
    A. Items you are not permitted to bag or move that will not be easily visible to the garbage pickup crews collecting your filled bags. **(**If possible, place a filled bag near the item to mark its location.)
    B. Securely closed items containing hazardous substances.*

3. Report these items to the City of Colfax as soon as possible at (530) 346-2313. If the call is after normal business hours, or on weekends, the call will be forwarded to our Public Works on-call phone.
    A. Any item that you cannot identify and suspect may be hazardous.
    B. Unclosed or leaking items containing hazardous substances.*
    C. Items with hazardous material labels.*
    D. Items that could pose an immediate danger.*
    E. Items that could be crime-scene evidence.*

Keep a safe distance away from the item and do not disturb it in any way!

**See next page for examples.*

BAG IT, MOVE IT, OR LEAVE IT- CONTINUED

Items of Concern:

Hazardous Substances*

- Any item that you cannot identify and suspect may be hazardous
- Spills of liquid or powdery substances
- Fuels, Motor oils, transmission fluids, petroleum products
- Antifreeze Batteries Paints
- Aerosol cans (that are not empty)
- Human urine, bloody waste (gauze, etc.)
- Syringes, labeled medicines, unlabeled medicines, and other drug paraphernalia
- Items with hazardous material label
- Animal Carcasses (Report to 875-5656 Nuisance Abatement)

Extremely Hazardous Items /Possible Crime-Scene Evidence**

- Bloody items that may be crime-scene evidence
- Explosives, possible bombs (capped pipes, wrapped packages, etc.) Weapons (guns, knives, etc.), unspent ammunition

*Report these items to the City of Colfax (530) 346-2313 on that day.

**If you do not have access to a phone, then someone other than your group's safety leader must leave the site to make the call to the City of Colfax (530) 346-2313. Then, unless advised to leave the area, the organization's leader must stay at the site until someone of authority arrives. Keep a safe distance away from the item and do not disturb it in any way!

In a life threatening emergency always call 911!

Adopt-A-Road Program
Garbage Bag Placement Plan

Fence Line or
Private
Property

Edge of Pavement _____

Center Line ----------

Edge of Pavement _____

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 9, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED By: Staff
SUBJECT: Health Insurance

FUNDED and UNFUNDED	AMOUNT: Represented Employees Benefits as budgeted, Non Represented Employees $20,000 (FY2016-2017)	FROM FUNDS: Multiple, Wastewater and General Funds

RECOMMENDED ACTION: Adopt Resolution 47-2016:

1. Electing to be subject to the Public Employees' Medical and Hospital Care Act at Unequal Amounts for Employees and Annuitants (the standard CalPERS contract).
2. Authorize the City Manager to contract with Burnham Benefits for Vision, Dental and Life Insurances for Represented and Non Represented Employees
3. Approve offering a health benefits package to Non Represented Employees beginning January 1, 2017.

DISCUSSION AND SUMMARY:

Represented Employees

The current Memorandum of Understanding (MOU) with Stationary Engineers Local 39 which Council approved on March 23, 2016 includes provisions to eliminate the City payment to the Union Health and Welfare program, provide employee choice and reduce City costs while continuing to attract and retain quality represented employees. The MOU phases-in employee contributions to Health Benefit costs while the City contribution cap decreases. Represented Employees will now have an option to receive in-lieu payments if they have alternate coverage.

To implement the contract which Council approved, staff contacted several insurance brokers and CalPERS comparing costs and services for employees and the City. Staff has concluded CalPERS best fits the needs of the City with its large membership base. Insurance brokers cannot offer the same types of benefits to small employers which a statewide program can offer. CalPERS offers health insurance only.

For Dental, Vision and Life, staff recommends Burnham Benefits. The rates are fair and service from this brokerage has been excellent. (Burnham Quote is attached)

Non-Represented Employees

The intent of the City during negotiations with the Union MOU was to control City costs so the same benefits package could be offered to all employees. Implementing a benefits package for Non Represented employees is important to retain and recruit quality employees. The contract with CalPERS includes all employees to provide for this important long term goal.

Currently, the City does not offer insurance to the three full-time Non Represented Employees, but employees receive a stipend they may use to obtain their own insurance.

Staff recommends covering Non Represented employees today at the rate Represented employees will be reduced to after the 5 year phase-in which is described in the MOU:

> *"Effective January 1, 2020, the City will contribute 100% of the first $800 and 80% of the cost over $800 for medical/vision/dental/life insurance benefit cost, to a maximum of city contribution of $1,725, with the represented employee paying 20% of the cost over $800, and any amount over City maximum contribution."*

In 2020 all employees will be covered at the same rates.

Staff estimates providing benefits to three Non Represented Employees from January 1, 2017 through the end of the Fiscal Year (June 30, 2017) may increase City costs by approximately $20,000 and $40,000 per Fiscal Year thereafter. These expenses can be included in the February mid-year budget review. Not providing these benefits will create an undue burden on employees and adversely affect retention and recruiting.

Attachments:

1. Resolution 47-2016 (CalPERS Contract)
2. Burnham Dental/Vision/Life Quote

RESOLUTION NO. 47-2016
ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT UNEQUAL AMOUNTS FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) A contracting agency meeting the eligibility requirements set forth in Government Code Section 22920, may obtain health benefit plan(s), as defined under Government Code Section 22777, by submitting a resolution to the Board of Administration of the California Public Employees' Retirement System (the "Board"), and upon approval of such resolution by the Board, become subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) **City of Colfax** is a contracting agency eligible to be subject to the Act under Government Code Section 22920; and

WHEREAS, (3) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (4) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, (5) Government Code Section 22892(c) provides that, notwithstanding Section 22892(b), a contracting agency may establish a lesser monthly employer contribution for annuitants than for employees, provided that the monthly employer contribution for annuitants is annually increased to equal an amount not less than the number of years the contracting agency has been subject to this subdivision multiplied by 5 percent of the current monthly employer contribution for employees, until such time as the amounts are equal; and

WHEREAS, (6) **City of Colfax** desires to obtain for its employees and annuitants the benefit of the Act and to accept the liabilities and obligations of an employer under the Act; now, therefore, be it

RESOLVED, (a) **City of Colfax** elects to be subject to the provisions of the Act; and be it further

RESOLVED, (b) That the employer contribution for each employee shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	**Monthly Employer Contribution**
001 Represented	PEMHCA Minimum
002 Non-Represented	PEMHCA Minimum

Plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (c) That the employer contribution for each annuitant shall be the amount necessary to pay

the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Contribution
001 Represented	$1.00
002 Non-Represented	$1.00

Plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (d) That the employer contribution for each annuitant shall be increased annually by five percent of the monthly contribution for employees, multiplied by the number of years the contracting agency has been subject to the Act, until such time as the contributions are equal;

And that the contributions for employees and annuitants shall be in addition to those amounts contributed by the Public Agency for administrative fees and to the Contingency Reserve Fund; and be it further

RESOLVED, (e) **City of Colfax** has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (f) That the participation of the employees and annuitants of **City of Colfax** shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that **City of Colfax** would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

RESOLVED, (g) That the executive body appoint and direct, and it does hereby appoint and direct, Lorraine Cassidy, City Clerk to file with the Board a verified copy of this resolution, and to perform on behalf of **City of Colfax** all functions required of it under the Act; and be it further

RESOLVED, (h) That coverage under the Act be effective on **January 1, 2017.**

Adopted at a regular board meeting of the City Council of the City of Colfax at 33 South Main Street, Colfax, California 95713, this 9th day of November, 2016.

Signed: _____
Tom Parnham, Mayor

Attest: _____
Lorraine Cassidy, City Clerk

CHOICE BUILDER

Benefits Proposal

For

CITY OF COLFAX

Presented By

BURNHAM BNFTS INS SVC
SARA CORP
(916) 642-1004
License # 0D29126

These rates are quoted for the proposed effective date of **January 1, 2017**. If another effective date is selected or you are requesting an effective date more than 30 days in advance please confirm the rates quoted.

We have endeavored to provide you with an accurate proposal based on the information given to us. Although we believe the rate and benefit information to be correct, please keep in mind that final rates and benefits are based upon actual enrollment and underwriting. Approval must be communicated by Choice Builder. We assume no liability for rate differences and ask that you advise your client not to cancel their prior coverage until final rating information and underwriting approval has been received from Choice Builder. This proposal contains a summary of plan benefits. For complete benefit details refer to the group service agreement or benefit guide.

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Program Guidelines

STEP 1: Dental

Choose Employer Sponsored or Voluntary

- Pick ONE PPO Carrier to go alongside Delta Dental® DHMO Plans
- Employer Sponsored – Requires minimum 2 enrolled and 70% Participation
- Voluntary – Requires minimum 10 Eligible and minimum 5 enrolled

STEP 2: Vision

Choose Employer Sponsored or Voluntary

- Pick ONE Vision Carrier
- Employer Sponsored – Requires minimum 2 enrolled and 70% Participation
- Voluntary – No minimum participation requirement

STEP 3: Chiropractic/Acupuncture

Choose Employer Sponsored or Voluntary

- Employer Sponsored – 100% participation, 100% paid by employer
- Voluntary – No minimum participation requirement

STEP 4: Life/AD & D

Employer Sponsored ONLY

- 100% participation, 100% paid by employer

STEP 5: Enrollment

Complete our Universal Employee Enrollment Form

- Ask your broker for custom benefit and rate sheets for your employees

STEP 6: Group Submission

Submit

- Employer Application
- Employee Enrollment Forms and/or Waivers
- Client Company Check/1st month premium

Delta Dental · Ameritas fulfilling life · Anthem BlueCross · VSP Vision care for life · EyeMed · Landmark HealthPlan · Assurity · CalPERKS · HRAnswerLink

866.412.9254
www.choicebuilder.com

CHOICE BUILDER

Employee Rates

Group Name: CITY OF COLFAX
Quote #: 000170993
Effective Date: January 1, 2017
Number of Employees: 9 Dependents: 25

Employer Sponsored Plans

Dental	Plan Name	Employee Only	Employee & Spouse	Employee & Child(ren)	Employee & Family
Anthem Blue Cross	PPO - Silver	Plan Not Available			
	PPO - Silver with Ortho	Plan Not Available			
	PPO - Gold	$ 63.64	$ 129.83	$ 139.39	$ 211.87
	PPO - Gold with Ortho	Plan Not Available			
	PPO - Platinum	$ 68.34	$ 139.42	$ 149.44	$ 227.15
	PPO - Platinum with Ortho	Plan Not Available			
DeltaCare® USA① (includes Ortho)	HMO - Silver	$ 21.55	$ 37.07	$ 37.33	$ 53.80
	HMO - Gold	$ 24.02	$ 41.31	$ 41.60	$ 59.93
Ameritas Group	PPO - Silver	$ 44.46	$ 88.92	$ 97.71	$ 142.17
	PPO - Silver with Ortho	$ 44.46	$ 88.92	$ 114.53	$ 158.99
	PPO - Gold	$ 49.68	$ 99.36	$ 109.55	$ 159.24
	PPO - Gold with Ortho	$ 49.68	$ 99.36	$ 126.37	$ 176.06
	PPO - Platinum	$ 57.17	$ 114.34	$ 128.51	$ 185.17
	PPO - Platinum with Ortho	$ 57.17	$ 114.34	$ 144.56	$ 201.22
Delta Dental FFS	PPO - Silver	Plan Not Available			
	PPO - Silver with Ortho	Plan Not Available			
	PPO - Gold	$ 46.20	$ 104.00	$ 106.79	$ 155.38
	PPO - Gold with Ortho	$ 46.20	$ 104.00	$ 118.14	$ 175.40
	PPO - Platinum	$ 59.80	$ 133.98	$ 134.06	$ 196.10
	PPO - Platinum with Ortho	$ 59.80	$ 133.98	$ 148.31	$ 221.36

Vision		Employee Only	Employee & 1 Dependent	Employee & 2+ Dependents
EyeMed	Silver	$ 5.22	$ 9.94	$ 13.76
	Gold	$ 6.37	$ 12.10	$ 16.94
	Platinum	$ 9.68	$ 18.34	$ 25.61
VSP	Silver	$ 6.48	$ 12.71	$ 20.47
	Gold	$ 7.66	$ 15.03	$ 24.19
	Platinum	$ 9.32	$ 18.36	$ 29.54

Chiropractic		Employee Only	Employee and Dependents
Landmark Healthplan	Chiropractic	$ 1.74	$ 1.74
	Chiropractic/ Acupuncture	$ 2.14	$ 2.14

Life		Average Cost Per $1,000	Average Cost Per Employee
Assurity Life	Life	$ 0.37	$ 3.70

Voluntary Plans

Employee Only	Employee & Spouse	Employee & Child(ren)	Employee & Family
$ 43.63	$ 89.00	$ 91.29	$ 138.76
Plan Not Available			
Plan Not Available			
Plan Not Available			
Plan Not Available			
Plan Not Available			
$ 24.02	$ 41.31	$ 41.60	$ 59.93
$ 26.95	$ 46.36	$ 46.70	$ 67.32
$ 51.13	$ 102.25	$ 112.36	$ 163.49
$ 51.13	$ 102.25	$ 131.70	$ 182.83
$ 57.13	$ 114.27	$ 125.99	$ 183.12
$ 57.13	$ 114.27	$ 145.33	$ 202.46
$ 65.75	$ 131.50	$ 147.79	$ 212.95
$ 65.75	$ 131.50	$ 166.25	$ 231.41
$ 52.46	$ 103.98	$ 114.53	$ 169.97
$ 52.46	$ 103.98	$ 139.06	$ 194.48
Plan Not Available			
Plan Not Available			
Plan Not Available			
Plan Not Available			

Employee Only	Employee & 1 Dependent	Employee & 2+ Dependents
$ 8.66	$ 16.43	$ 22.93
$ 9.68	$ 18.47	$ 25.61
$ 14.39	$ 27.39	$ 38.09
Plan Not Available		
$ 8.80	$ 17.31	$ 27.89
$ 10.73	$ 21.16	$ 34.06

Employee Only	Employee and Dependents
$ 1.74	$ 1.74
$ 2.14	$ 2.14

① Delta HMO rates are shown based on employer zip code. Actual rates are based on employee zip code. Please refer to each individual employee's worksheets for actual rate.