



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Marnie Mendoza · Mayor Pro Tem Sean Lomen
Councilmembers · Kim Douglass · Trinity Burruss · Joe Fatula

REGULAR MEETING AGENDA

December 9, 2020

Closed Session: 5:00PM

Regular Session: 6:00PM

The open session will be performed via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/85640420714>

Dial in by calling one of the numbers listed below and enter the Webinar ID: 856 4042 0714

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

1 CLOSED SESSION

1A. Call Closed Session to Order

1B. Roll Call

1C. Public Comment on Closed Session Items

1D. Closed Session

(a) Public employee performance evaluation pursuant to Government Code Section 54947
Title: City Manager

(b) Conference with legal counsel – existing litigation pursuant to Government Code Section 54956.9 (d) (1): ColfaxNet vs City of Colfax, Unites States District Court for the Eastern District of California Case Number 2:19- cv – 02167 – WBS - CKD

PUBLIC COMMENTS FOR CLOSED SESSION MUST BE RECEIVED BY 4:00PM DECEMBER 9, 2020

Submit comments to the City Clerk via email at city.clerk@colfax-ca.gov, by mail to PO BOX 702, Colfax CA 95713, or drop them off in the office at 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council.

2 OPEN SESSION

2A. Call Open Session to Order

2B. Closed Session Report

2C. Pledge of Allegiance

2D. Roll Call

2E. Approval of Agenda Order

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

Recommended Action: By motion, accept the agenda as presented or amended.

3 AGENCY REPORTS

3A. Placer County Sheriff

3B. CHP

3C. CalFIRE



Colfax City Council Meetings are ADA compliant. If you need special assistance to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

December 9, 2020

Page 1 of 4

4 PRESENTATION

- 4A. **Retail Strategies** - Presenter: Matt Tate (Pages 5-29)

5 PUBLIC HEARING

Notice to the Public: City Council, when considering a matter scheduled for hearing, will take the following actions:

1. Presentation by Staff
2. Open the Public Hearing
3. Presentation, when applicable, by Applicant
4. Accept Public Testimony
5. When applicable, Applicant rebuttal period
6. Close Public Hearing (No public comment is taken, hearing is closed)
7. Council comments and questions
8. City Council Action

Public Hearings that are continued will be so noted. The continued Public Hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice.

- 5A. **Public Hearing, Osborn Development Project, Site Plan / Design Review** (Pages 30-56)

Staff Presentation: Amy Feagans, Planning Director

Recommended Action: Conduct a public hearing, consider public and staff comments, and adopt Resolution __-2020 adopting the Mitigated Negative Declaration and approving the Design Review and Site Plan for the Osborn Development Project located at 1836 Canyon Way.

6 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

- 6A. **Minutes – Regular Meeting of October 28, 2020** (Pages 57-64)

Recommendation: Approve the Minutes of the Regular Meeting of October 14, 2020.

- 6B. **Minutes – Special Meeting and Workshop of November 4, 2020** (Pages 65-67)

Recommendation: Approve the Minutes of the Special Meeting and Workshop of November 4, 2020.

- 6C. **Cash Summary – October 2020** (Pages 68-79)

Recommendation: Accept and File.

- 6D. **Quarterly Investment Report – Quarter ended 09/30/2020** (Pages 80-88)

Recommendation: Accept and File.

- 6E. **Fiscal Year 2020-2021 Local Transportation Funds and State Transit Assistance Funds Claim Documentation** (Pages 89-116)

Recommendation: Adopt Resolution __-2020 authorizing the City Manager to file claims or execute agreements for: Local Transportation Funds in the amount of \$93,867 for streets and roads purposes (Article 8 – Section 99400 of the California Public Utilities Code), and State Transit Assistance Funds of \$8,317 for transit services (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).

- 6F. **Batchelder Union Negotiation Contract Amendment** (Pages 117-129)

Recommendation: Adopt Resolution __-2020 approving the budgetary amendment to the Batchelder Group Labor Negotiations agreement in the amount of \$10,000 for a total contract cost of \$22,000.



- 6G. **PG&E Microgrid Station Utility Easement APN 660-071-010** (Pages 130-138)
Recommendation: Adopt Resolution __-2020 authorizing the City Manager to execute a PG&E Utility Easement on APN# 006-071-010 that will allow PG&E to supply power to most of the City during public safety power shutoffs.
- 6H. **WWTP Construction Grant – Design/Build Contract with Holt Renewables** (Pages 139-195)
Recommendation: Adopt Resolution __-2020 adopting a Design/Build contract with Holt Renewables to design and construct a 481-kilowatt direct current ground mount solar power collection system at the City’s wastewater treatment plant with a 20% contingency in an amount not to exceed \$1,944,870.
- 6I. **Green Means Go** (Pages 196-200)
Recommendation: Adopt Resolution __-2020 Establishing Green Zones for the Green Means Go Pilot Project.
- 6J. **Cintas Uniform Agreement** (Pages 201-207)
Recommendation: Adopt Resolution __-2020 authorizing the City Manager to enter into a 5-year agreement with Cintas for uniform services in an amount not to exceed \$32,461.

7 PUBLIC COMMENT

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.

8 COUNCIL AND STAFF

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.

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers**
- 8B. **City Operations Update – City Manager**

9 COUNCIL BUSINESS

- 9A. **Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy Expanding Pioneer Community Energy Joint Power Authority Membership** (Pages 208-236) **Staff Presentation:** Wes Heathcock, City Manager
Recommended Action: Discuss and consider adopting Resolution __-2020 approving Amendment No. 1 to the Amended and Restated Joint Power Agreement for Pioneer Community Energy expanding Pioneer Community Energy membership to include the County of El Dorado and the City of Placerville as Voting Members.
- 9B. **Second Amendment to Digital Billboard Sign and Relocation Agreement with Sierra Property Development** (Pages 237-280)
Staff Presentation: Wes Heathcock, City Manager and Alfred A. “Mick” Cabral, City Attorney
Recommended Action: Discuss and consider adopting Resolution __-2020 authorizing the City Manager to execute the Second Amendment to the Digital Billboard Sign and Relocation Agreement with Sierra Property Development.
- 9C. **Colfax Volunteer Fire Department Fleet and Merger Update** (Pages 281-283)
Staff Presentation: Laurie Van Groningen, Finance Director and Brian Eagan, Battalion Chief
Recommended Action: Discuss and consider directing staff to pursue capital purchase financing and merger options as a comprehensive fire service analysis for a future Council meeting.



9D. **Results of the November 3, 2020 Election of Colfax City Council Members and Treasurer**
(Pages 284-286)
Staff Presentation: Jaclyn Collier, City Clerk
Recommended Action: Adopt Resolution __-2020 declaring the results of the General Municipal Election held on November 3, 2020.

9E. **Oath of Office and Seating of New Council Members and Treasurer** (Page 287)
Staff Presentation: Jaclyn Collier, City Clerk
Recommended Action: Recognition of retiring Council Members and Oath of Office of newly elected Council Members and Treasurer for the term beginning December 9, 2020 through the first City Council meeting after the Certification of the November 2024 election.

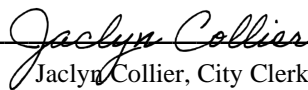
9F. **Rotation of City Council Officers: Mayor and Mayor Pro Tem** (Pages 288-289)
Staff Presentation: Alfred A. “Mick” Cabral, City Attorney
Recommended Action: By separate motions, select a Mayor and Mayor Pro Tem.

10 GOOD OF THE ORDER

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

11 ADJOURNMENT

I, Jaclyn Collier, 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.



Jaclyn Collier, 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.





retail strategies

Colfax, CA

Retail Strategies is the most trusted partner for communities when recruiting businesses. We go beyond market data by offering unmatched retailer access and real estate expertise.

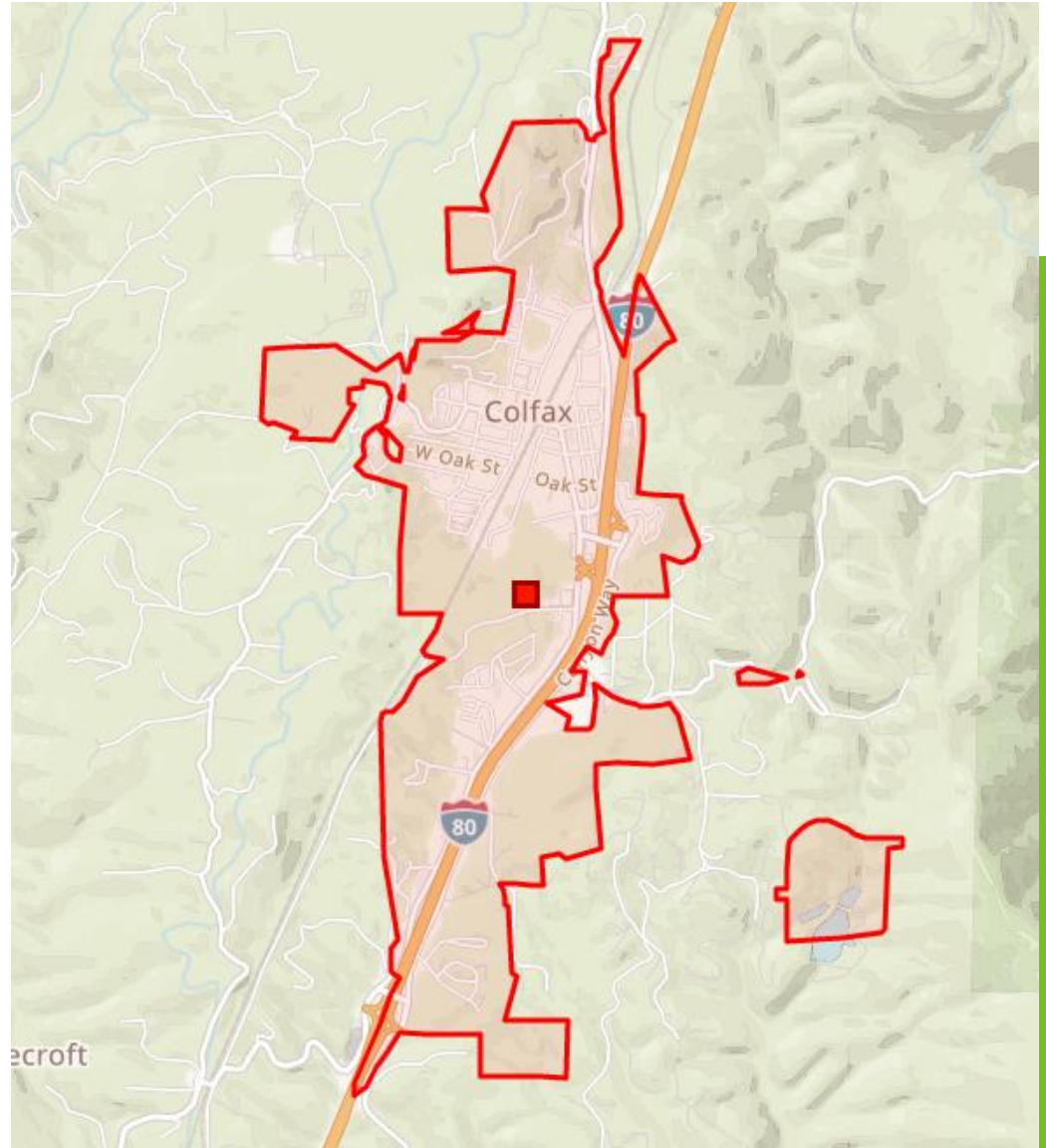
DISCOVER

How you see it

State of California
Population 39.51 million



Colfax, CA
Population 2,073



DISCOVER

How retailers see it

Residential Population Density

• 1 dot = 100

Daytime Employee Population Density

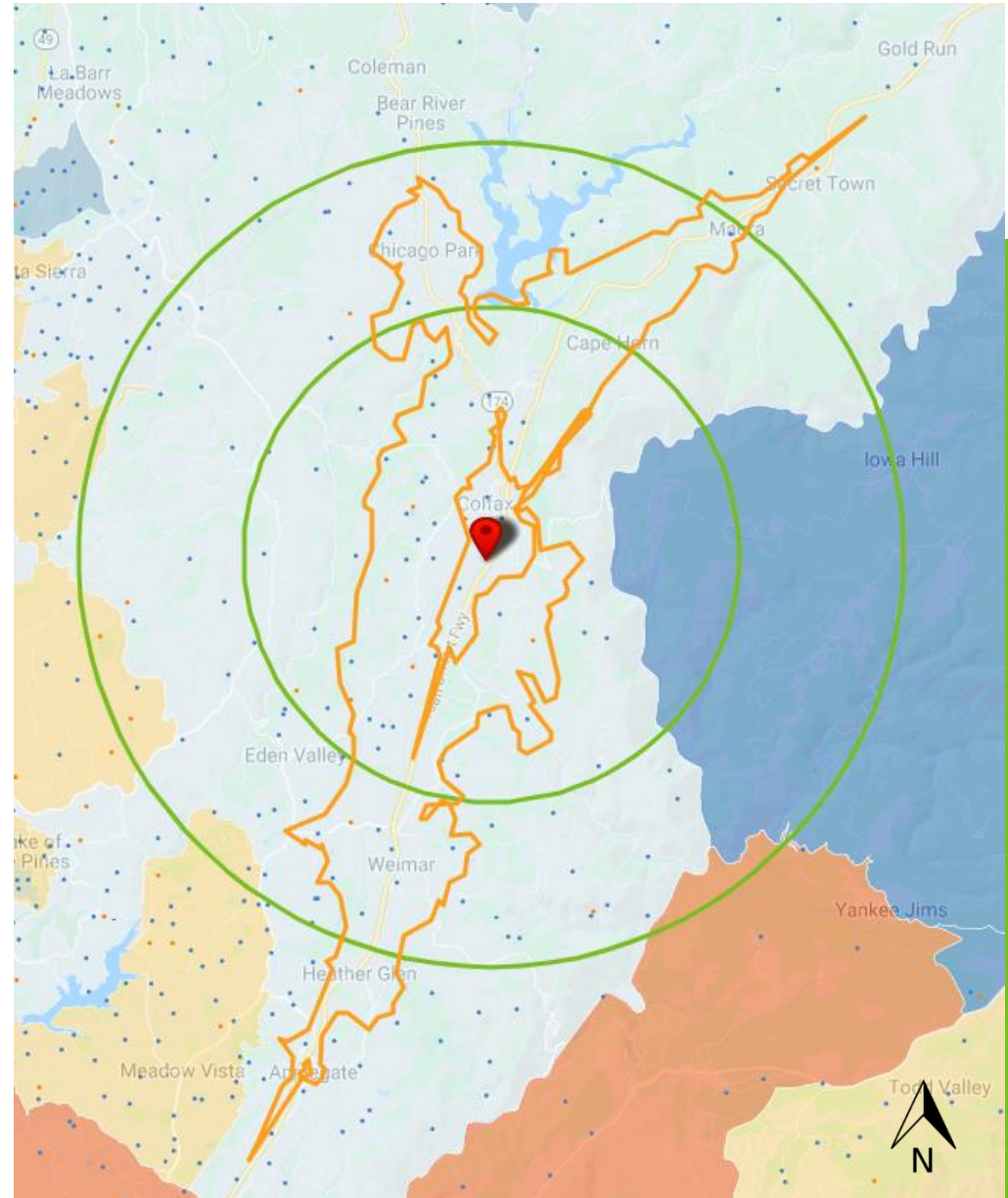
• 1 dot = 100

Median Household Income

- \$0-\$25,000
- \$25,000-\$50,000
- \$50,000-\$75,000
- \$75,000-\$100,000
- \$100,000-\$150,000
- > \$150,000

Study Area

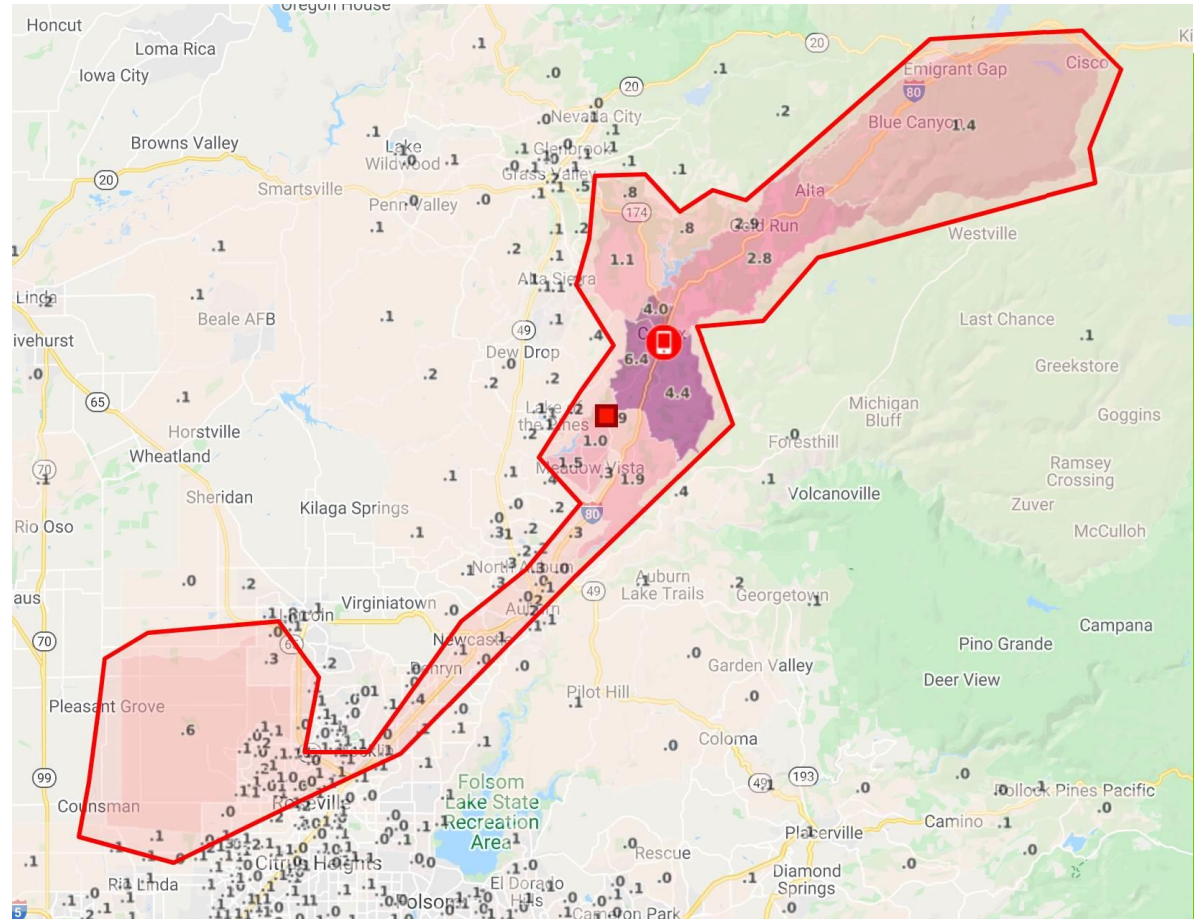
- 3.00 mi
- 5.00 mi
- 0-5 min
- 0-10 min



DISCOVER

Mobile Data Collection

This mobile tracking service uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. By drawing a geofence around a specific business or location, we are able gather valuable data about the customer base that has actively used their mobile device while in the identified location. This tool allows us to see where customers are coming from to shop in your market using actual data. This information is used to optimize your trade area, analyze business locations, compare the frequency of visitors, and assist retailers in site selection. This is intended to support the trade area but does not solely define the trade area.



% Home Distribution

- < .5%
- .5-1%
- 1-2%
- 2-3%
- 3-4%
- > 4%

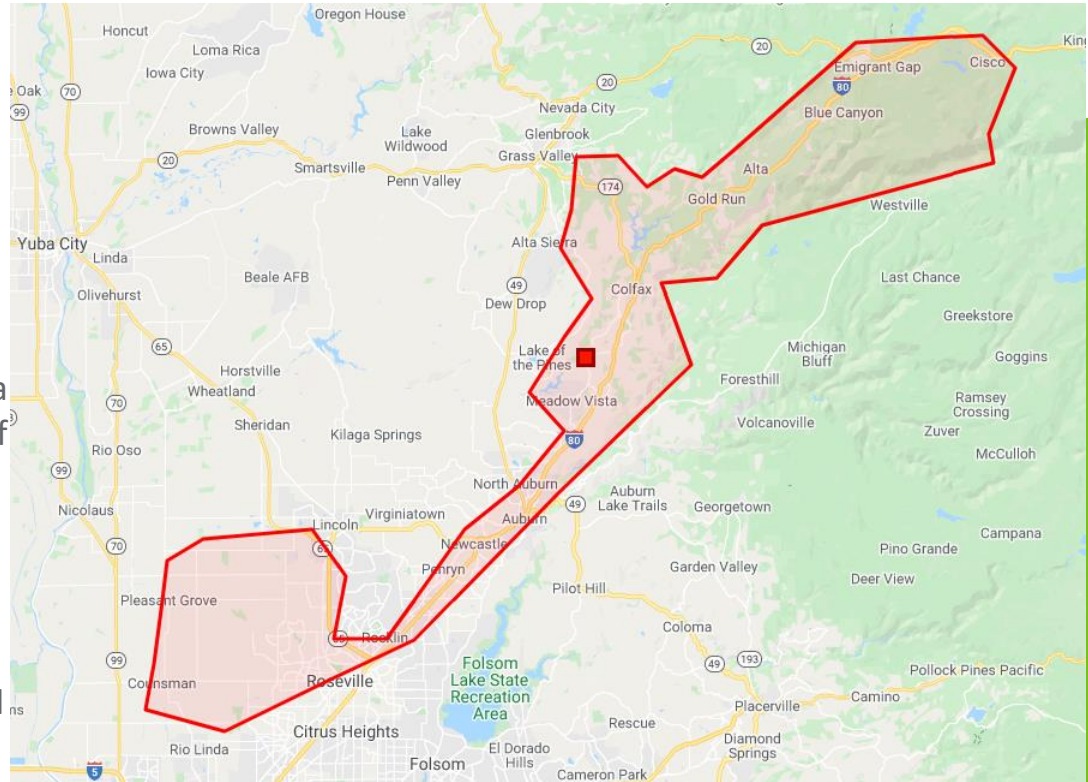
CTA
 CTA

The location tracked was
Colfax - McDonalds
 for the time period of
November 2019
 To
November 2020

DISCOVER

Customized Trade Area

Each retailer has a specific set of site selection criteria they use to determine if they will have a profitable store. Municipal boundaries, radius rings and drive times are a start to evaluating the information sought by these decision makers. A customized trade area is the next step to analyzing a market. A trade area defines a core customer base of consumers highly likely to shop and eat in the market at least once a month. Your trade area has been created by combining the mobile tracking data with drive times, geographic boundaries, and proximity to neighboring shopping destinations. Each retailer will analyze their own trade area based on their existing stores, their competition and site selection criteria.



Retail Strategies has created the customized core trade area shown in the map here which is focused on a consumer who might travel to the market to shop or dine.

DISCOVER

Customized Trade Area

178,056

2019 estimated population

194,889

projected 2024 population



9.45%

projected growth rate
2019-2024

38

male average age

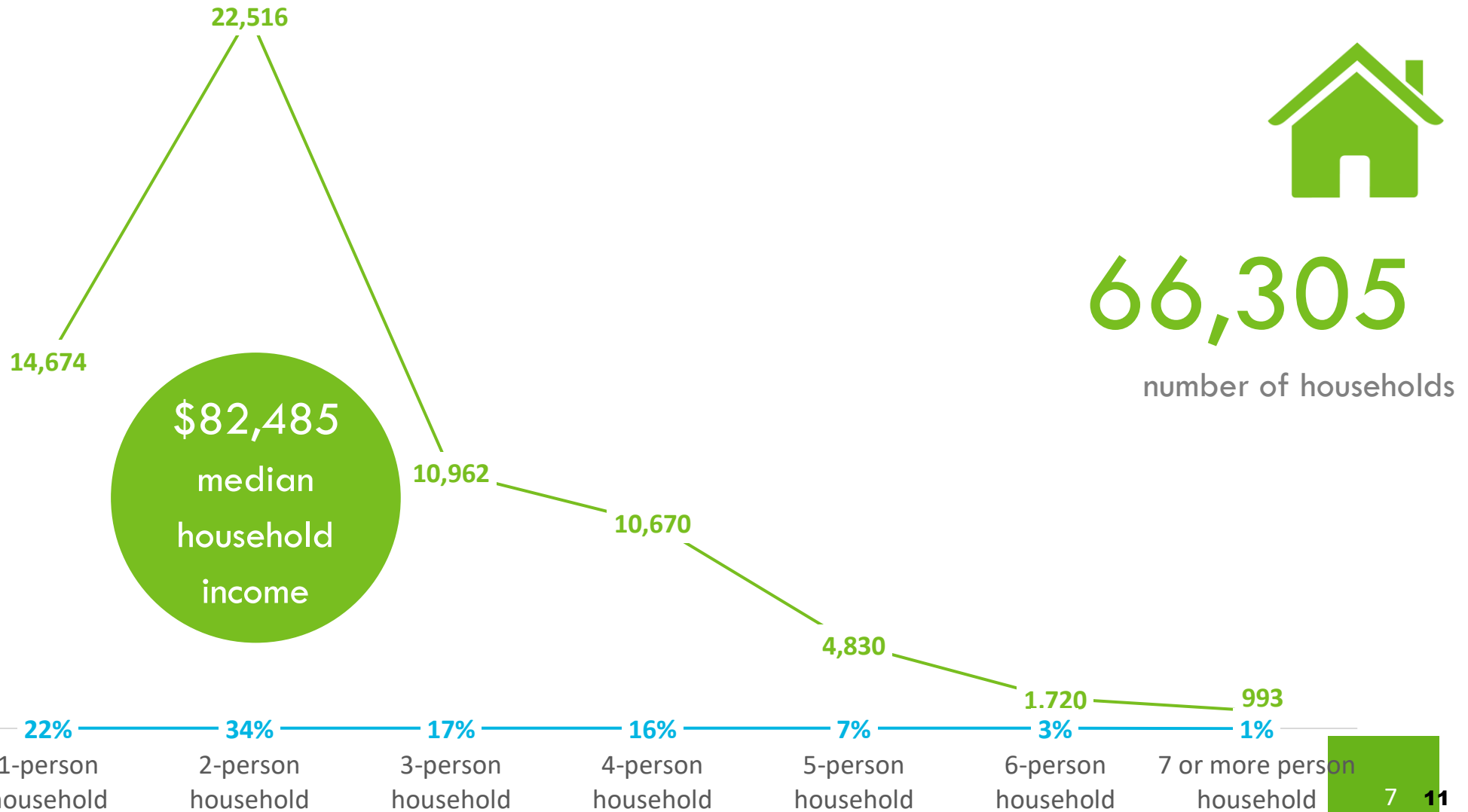
42

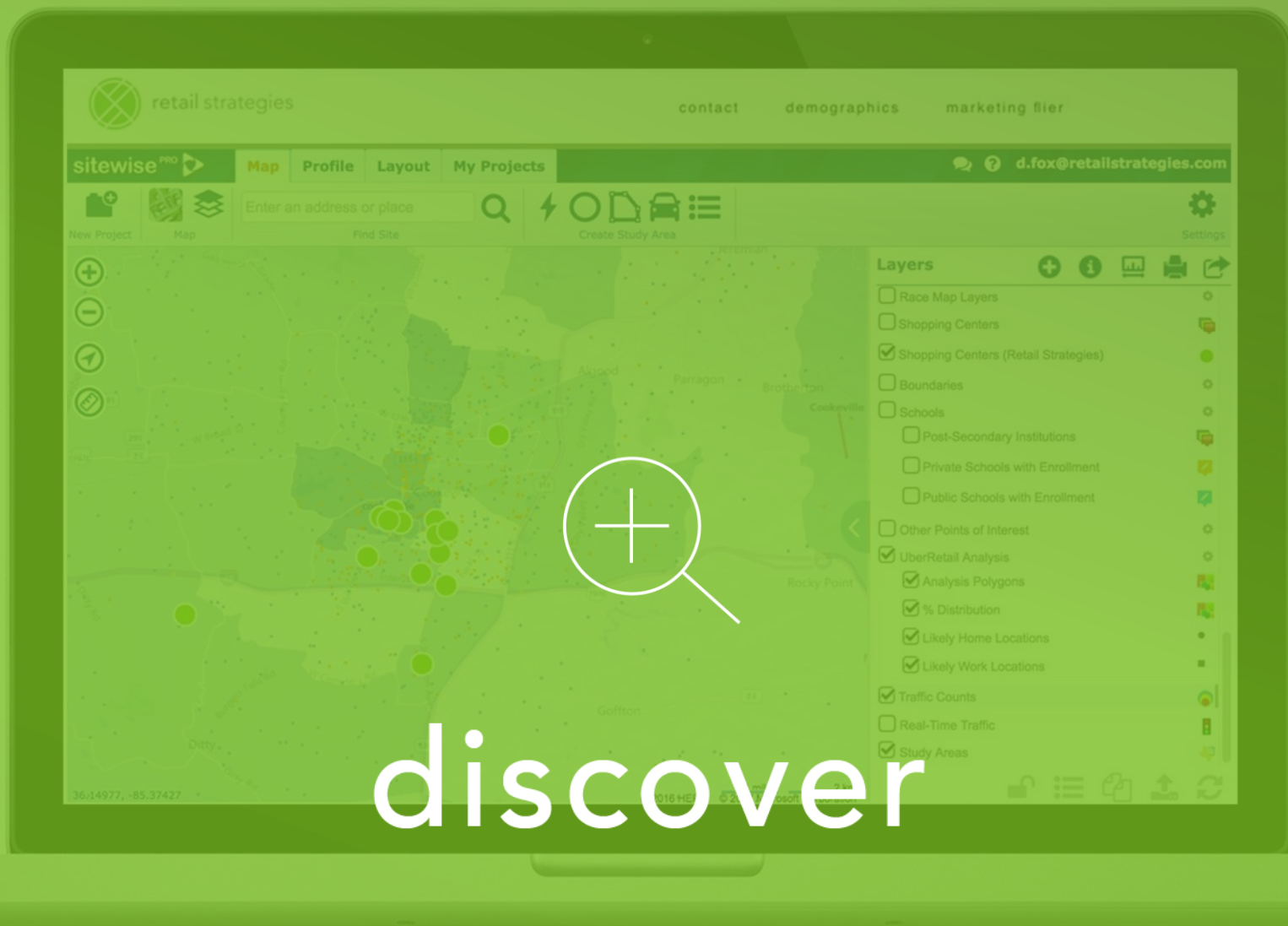
female average age

DISCOVER

Customized Trade Area

CURRENT YEAR ESTIMATED HOUSEHOLDS BY HOUSEHOLD SIZE





Understanding the GAP Analysis:

The GAP Analysis helps us uncover the number of dollars being spent outside of the community on an annual basis from a categorical perspective.

The difference between demand and supply represents the opportunity gap or surplus available for each merchandise line in the specified reporting geography. When the demand is greater than (less than) the supply, there is an opportunity gap (leakage) for that merchandise line. For example, a positive value signifies an opportunity gap, while a negative value signifies a surplus.

Retail Strategies uses STI:PopStats as our provider of the consumer demand and supply by establishment (or GAP) information. Several demographers provide the data in a variety of ways. Following are the sources and methodologies used by STI:PopStats and Retail Strategies to draw conclusions for you.

The market supply data is derived from annual retail sales and expenditures from the source data. The source for **market supply** is U.S. Census Bureau's monthly and annual Census of Retail Trade (CRT) Reports; U.S. Census Bureau's Economic Census. The source for the **establishment** is Bureau of Labor Statistics (BLS). The consumer demand data by establishment is derived from the BLS Consumer Expenditure Survey (CE).

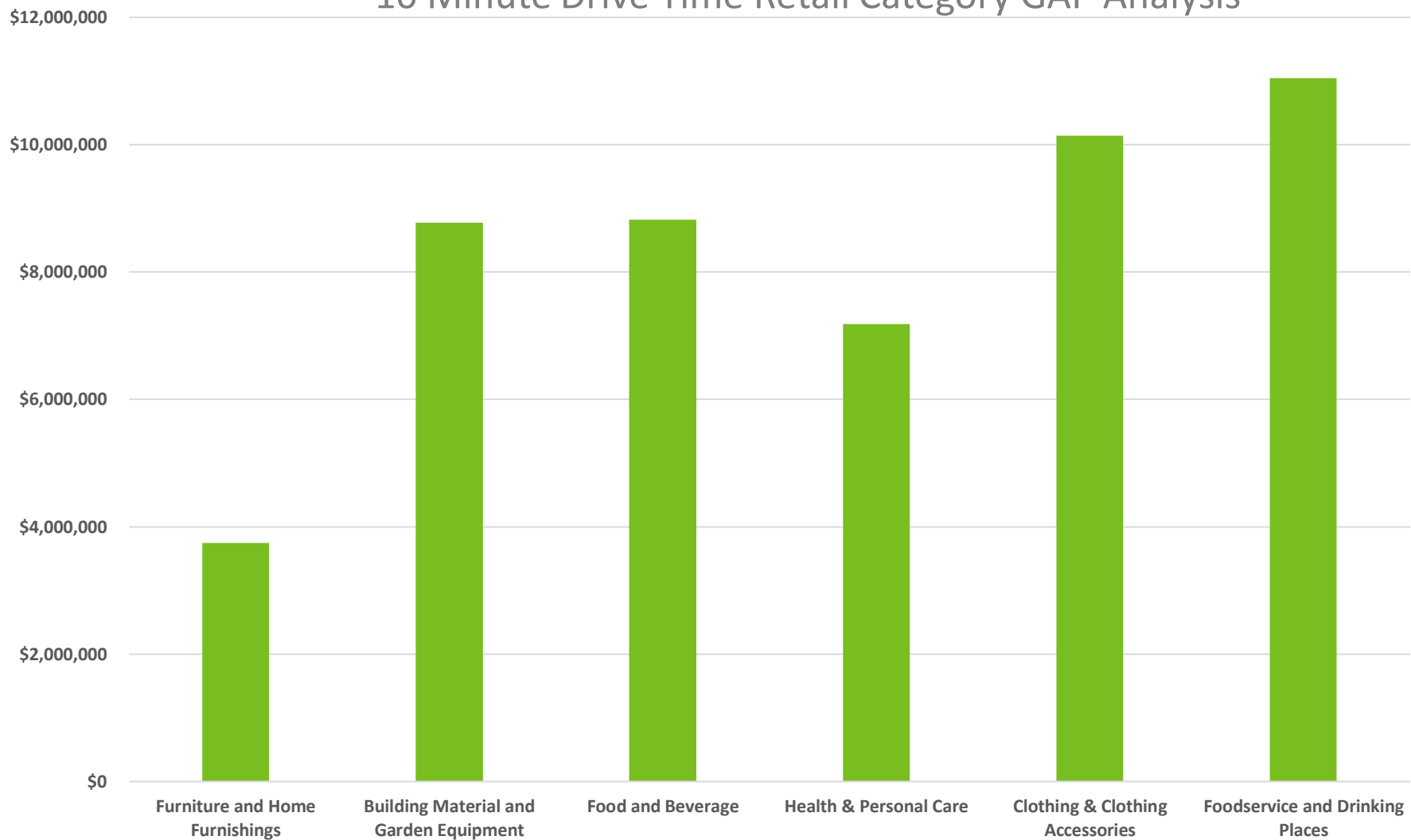
Industries for the consumer expenditures survey are categorized and defined by the North American Industry Classification System (NAICS). Retail Strategies has narrowed down the categories to only those with real estate growth potential based on national trends.

Data is rarely perfect, but with proper analysis it can get us a lot closer to the answer than we would be without it. This is one of several tools used to identify focus categories for recruitment. Our focus in this area is more on the category than the actual dollar amounts.

DISCOVER

Consumer Demand & Supply

10 Minute Drive Time Retail Category GAP Analysis



DISCOVER

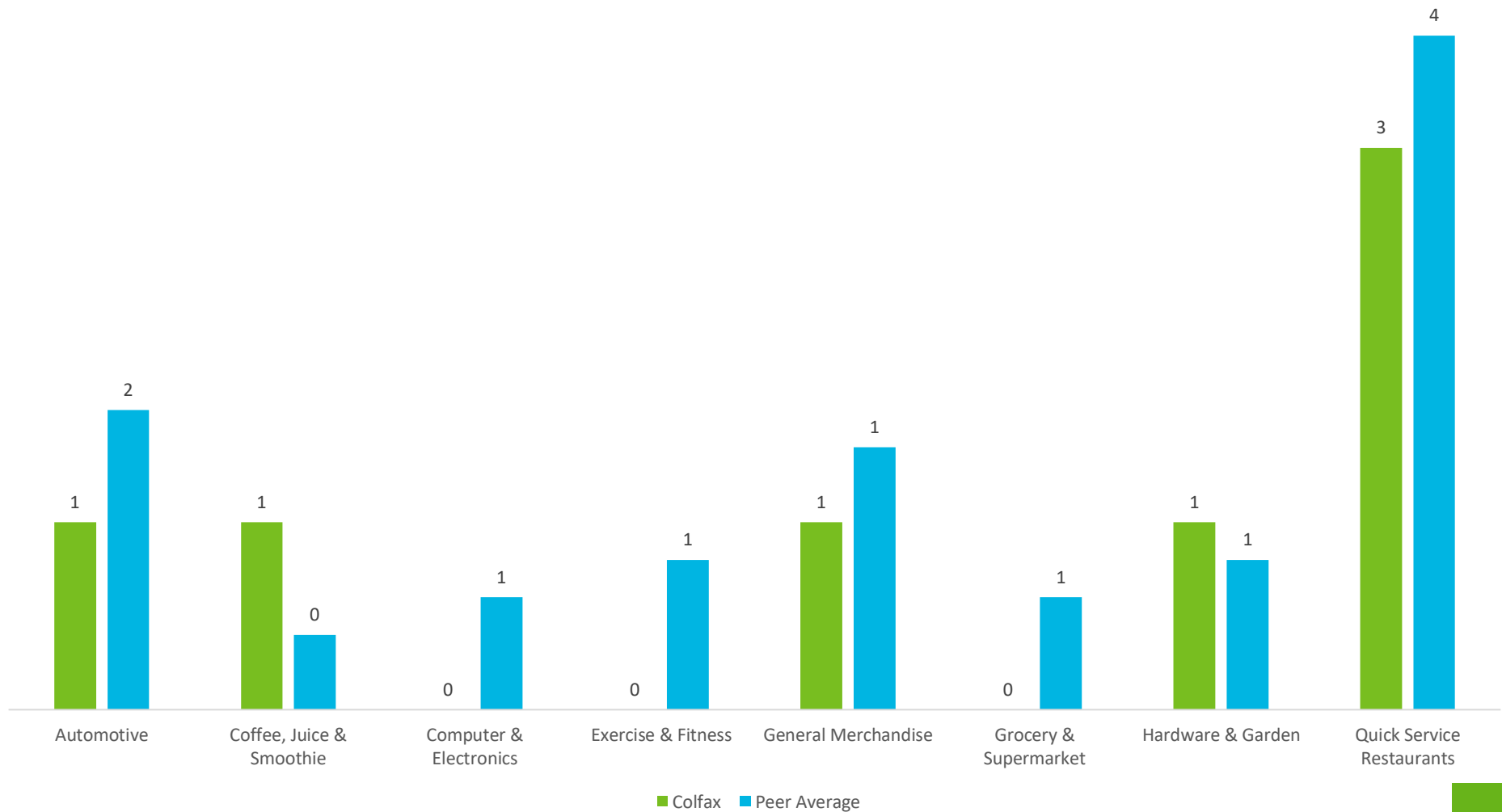
Peer Analysis

Retail Node Comparison Report – 10 Minute Drive Time

Address	City	State	Residential Population	Daytime Population	Median HH Income	Market Supply
Dollar General	Colfax	CA	7,219	5,341	\$62,018	\$76,089,792
658 Main St	Philomath	OR	11,078	9,755	\$63,247	\$72,339,940
780 N 2nd St	Jefferson	OR	11,493	10,033	\$60,145	\$67,540,355
416 S Broadway St	Estacada	OR	11,257	8,261	\$67,281	\$61,728,333
1920 Highway 65	Wheatland	CA	6,295	5,584	\$62,393	\$71,222,910
465 S Cloverdale Blvd	Cloverdale	CA	10,458	7,734	\$68,304	\$87,212,015

DISCOVER

Peer Analysis





boots on the ground

Putting our boots on the ground
in your community to identify strategic and
underutilized real estate assets.

DISCOVER

Boots on the Ground

We identify and record the primary real estate opportunities within the market.

This analysis is performed by licensed real estate professionals with experience in development, leasing, and redevelopment.

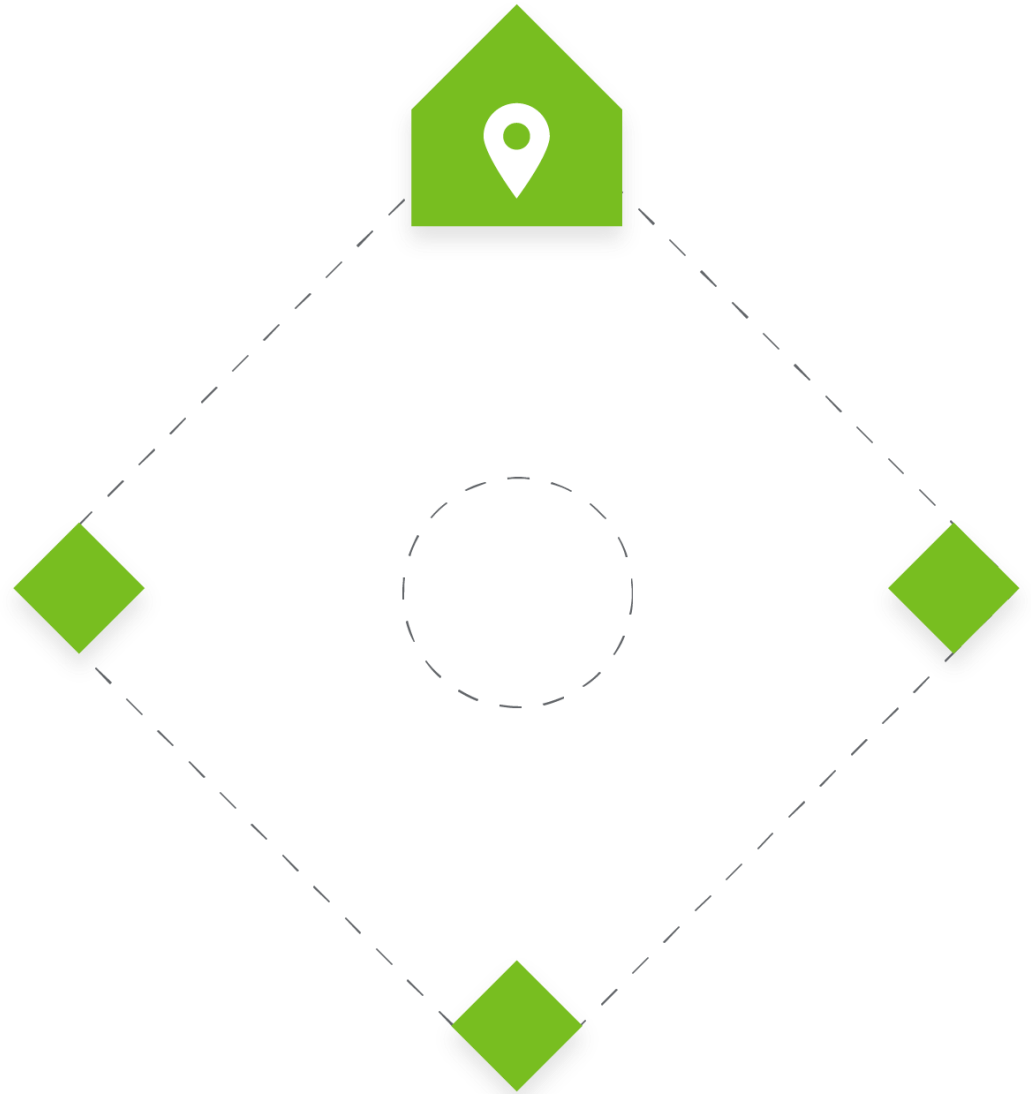
Information Collected

- Address
- Property Description
- Coordinates
- Listing Agent (if possible)
- Contact Info for Agent or Owner
- Web Address for Agent or Owner
- Link to Property Info on Agent or Owner's Website
- Google Earth Link to Aerial Photo
- Google Earth Link to Ground Photo
- Total Size of Center (if existing)
- Available Space in Center
- Parcel Size (if vacant land)
- Existing Tenants (if existing)
- Traffic Count at Property
- Summary of Recruitment
- Opportunities Specific to Property
- Specific Prospects for Property
- Overall Strategy for Property
- General Comments



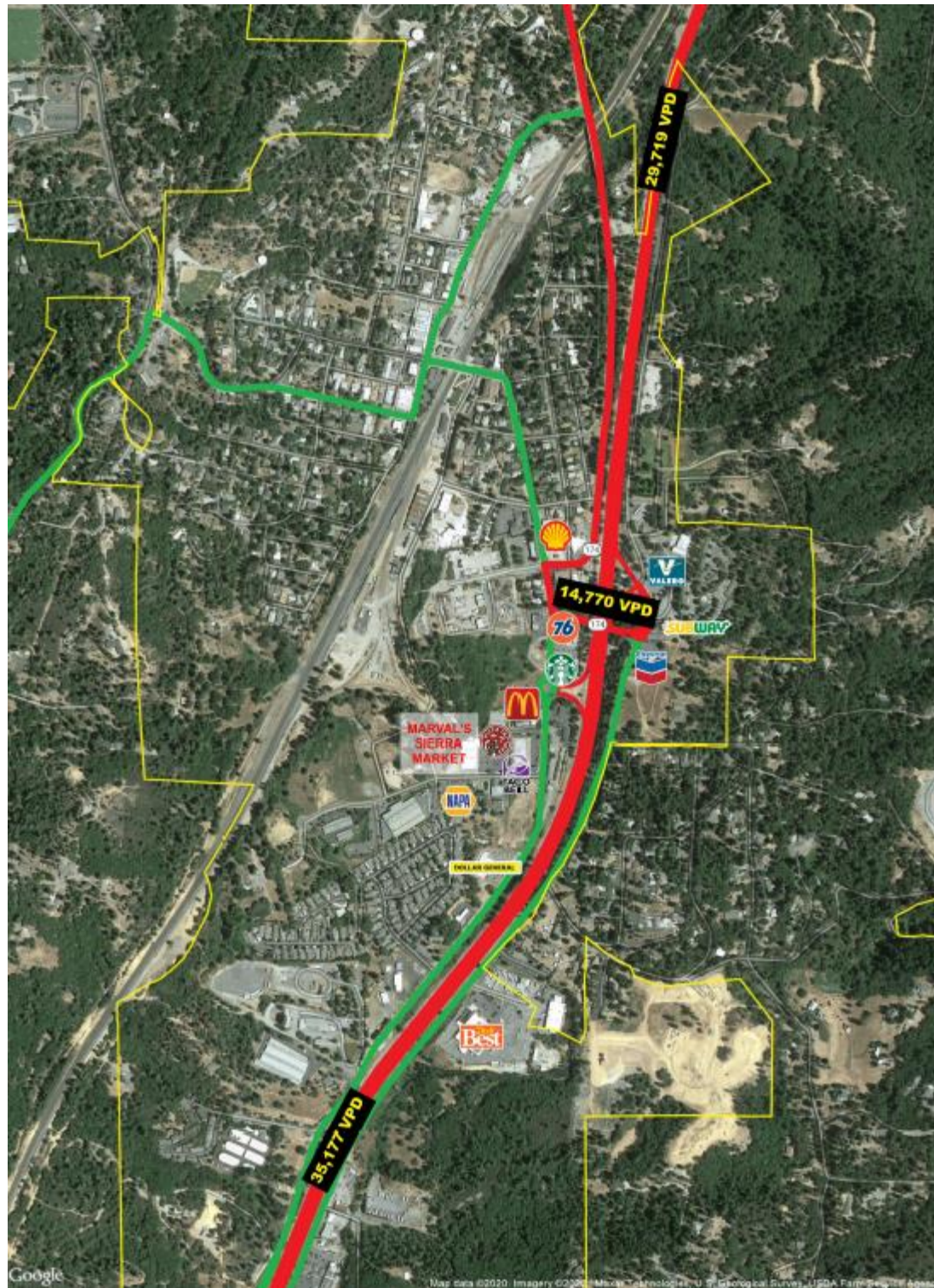
Home Run Real Estate

Traffic Count
Co-tenancy
Convenience
Parking
High Visibility/Signage
Easy Access



DISCOVER

Current Real Estate Overview

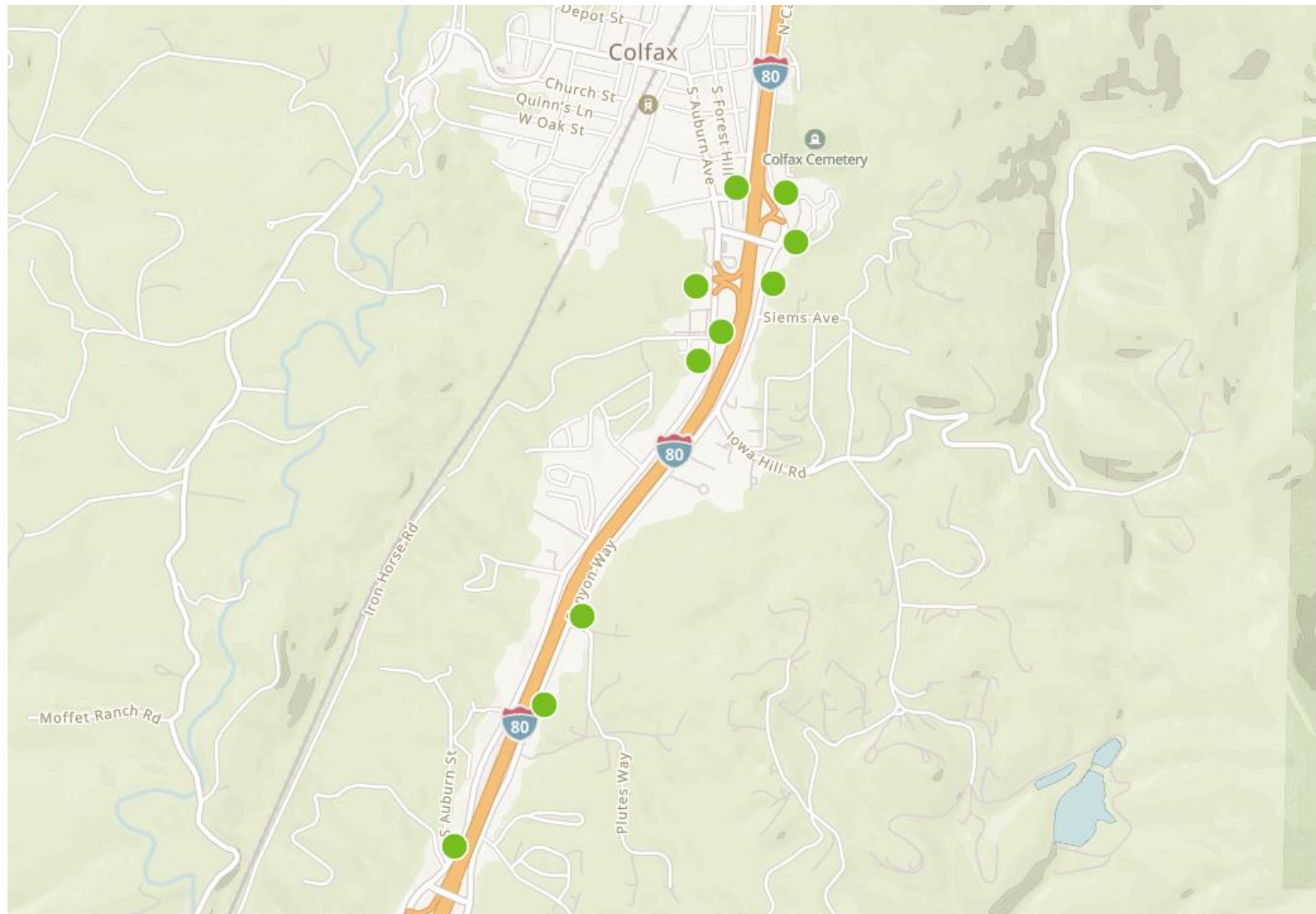


Item 4A

retail strategies

DISCOVER

Focus Zones for Recruitment





connect

After discovering your community's data and interpreting it into zones for recruitment we need to focus on which retailers and retail categories have the highest odds of success.

CONNECT

Your Top Categories for Recruitment



Restaurants



General Merchandise



Miscellaneous

CONNECT

Retail Real Estate Process: Terms

Retailers

Sites

Matchmaking

Corporate Real Estate
Directors

Tenant Representatives

Franchisees

Franchisee brokers

Property Owners

Brokers

Bank-owned

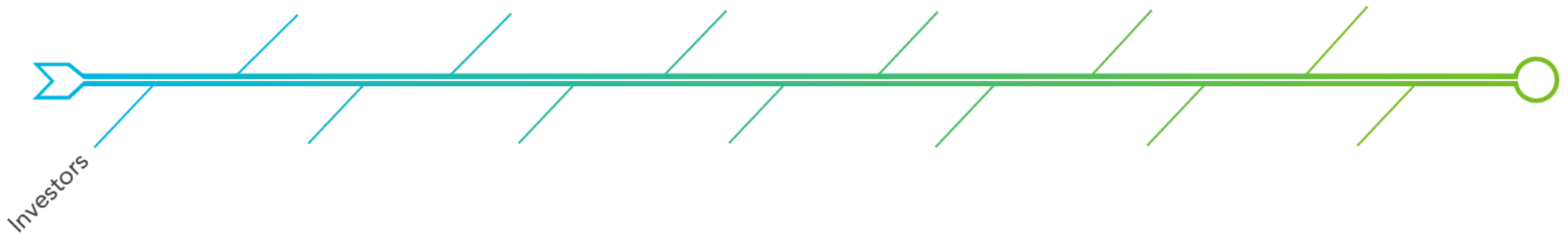
Local Government

Underperforming

Businesses

CONNECT

Retail Timeline



Retailer Drives the Decision

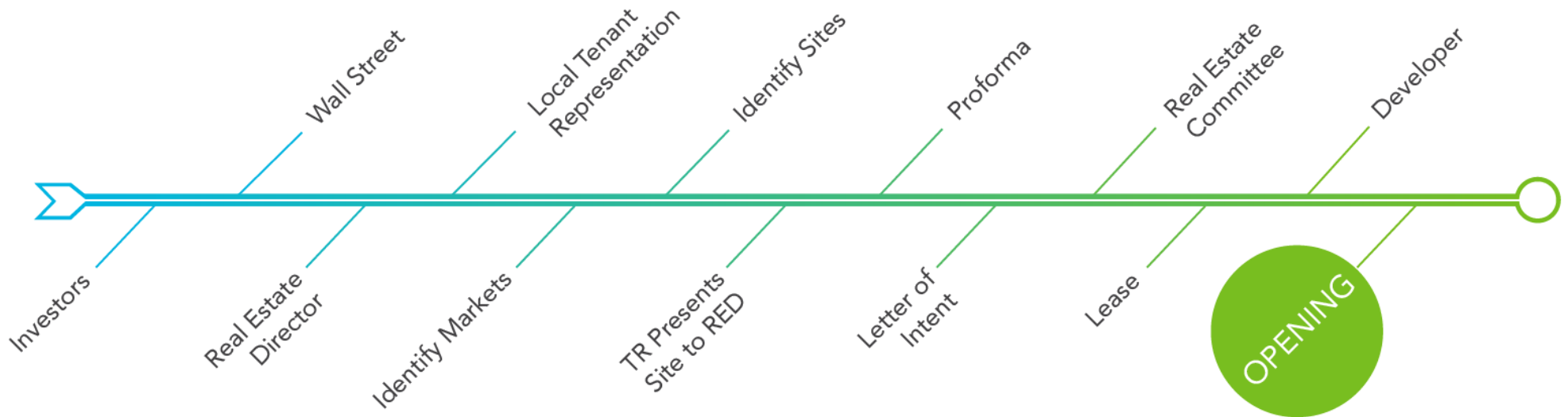
Small percentage of proposed sites equal new openings

Long Process

It's all about PROFIT

CONNECT

Retail Timeline



Retailer Drives the Decision

Small percentage of proposed sites equal new openings

Long Process

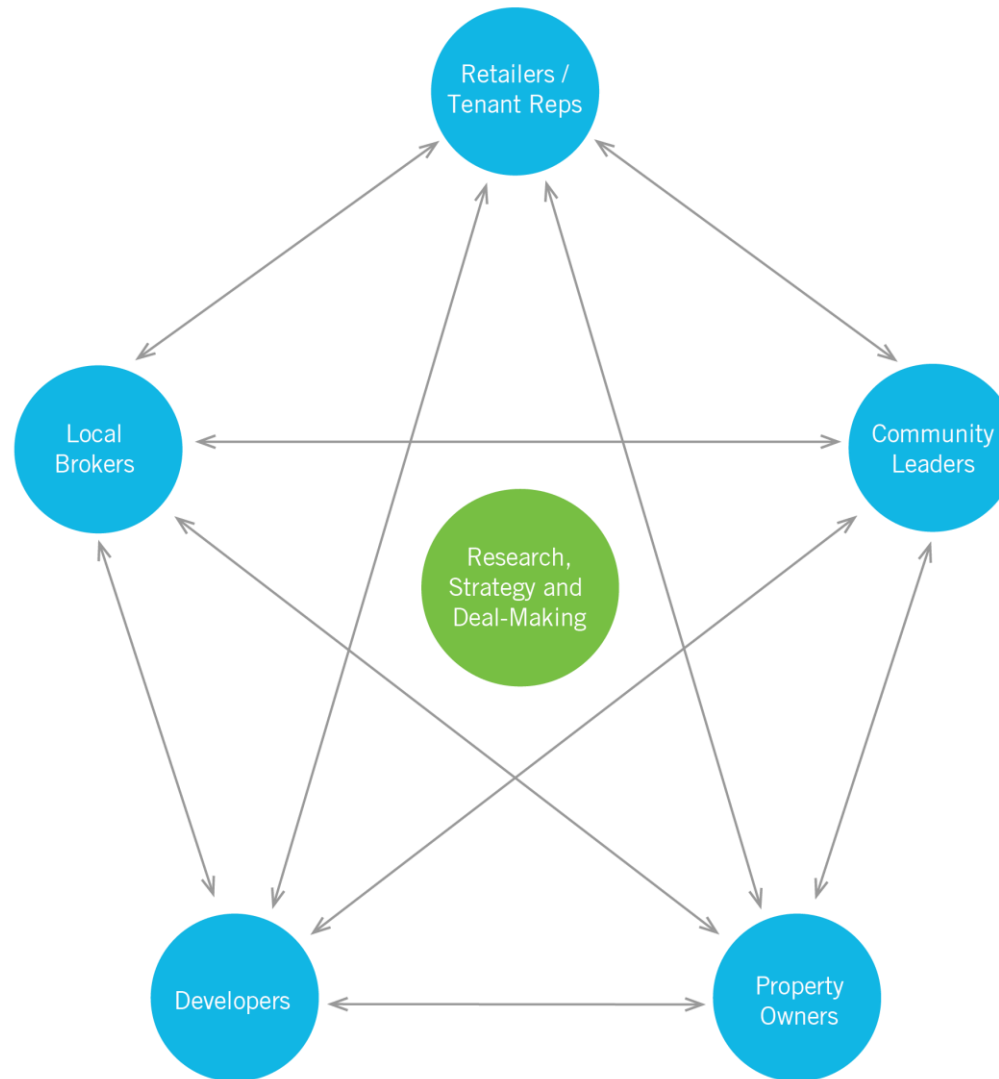
It's all about PROFIT

connect



advance

Item 4A



Ongoing Effort



Strategy Update

Continuously improving our efforts to maximize the retail potential in your community



Retail Expansion & Trends

Appropriately position your community
Update City leaders on the latest in retail



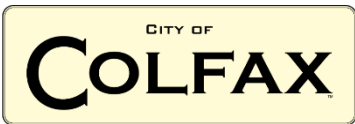
On Demand Reporting

Your research concierge

Colfax, CA

Thank You.





Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Feagans, Planning Director
Subject: Public Hearing, Osborn Development Project, Site Plan / Design Review

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Conduct a public hearing, consider public and staff comments, and adopt Resolution __-2020 adopting the Mitigated Negative Declaration and approving the Design Review and Site Plan Permit for the Osborn Development Project located at 1836 Canyon Way (APN 101-132-010).

Project Notice

This public hearing has been noticed in accordance with the requirements of California Government Code Title 7, Division 1 “Planning and Land Use” section 65000 et seq., as amended. The project was originally noticed for the October 14, 2020 meeting but was continued to this meeting.

Project Information

Project Title: Osborn Site Plan and Design Review
 Applicant/Owner: Glen Osborn
 Location: 1836 Canyon Way
 Land Use (existing): Vacant, previously rough graded. Large rocks and boulders are currently stock piled on the property

Assessor’s Parcel Number: 101-132-010
 Zoning District: CH – Highway Commercial
 General Plan Designation: Commercial

Surrounding Uses/Zoning
 North: Plutes Way, Plaza Tire and Auto Service / CH - Highway Commercial
 South: Vacant Parcel / CH - Highway Commercial
 East: Large lot residential land / R-1-5, Residential single family
 West: Canyon Way / Interstate 80

Project Description/Request

The applicant/property owner, Glen Osborn is proposing to develop a 3.0 acre site located at 1836 Canyon Way. The project will consist of two buildings; one structure will be 6,000 square foot and is proposed for office and warehouse space. The second building is 7,500 square feet and proposed for self-storage. Entitlements requested for the project include Site Plan Review and a Design Review permit.

The proposed use is consistent with the Highway Commercial (CH) zoning and Commercial land use designation of the General Plan. The office/warehouse and the self-storage use are allowed uses in the CH zone. Additionally, there is a footnote to the table of uses outlining additional requirements for the self-storage facility. These requirements including uses, hours of operation, fencing and lighting have been incorporated into the conditions of approval.

Project Analysis

Design/ Architecture

The 3.0 acre parcel will be developed with two individual buildings in what could be described as “rustic contemporary” design. The office warehouse building is a 24’ high single story metal sided charcoal colored building with ledgestone type wainscot along the front elevation facing Canyon Way. Panel signage will be incorporated into the front and north elevation of the office building. The roof will be dark brown metal panels. The building will also incorporate 18’ roll-up doors to accommodate larger vehicles related to the owner’s rock wall construction business. These doors will be on the back side or east elevation of the building and not visible from Canyon Way. Elevations drawings and colored renderings are attached to this report (Attachments 3 and 4).

The second building on the site will be a 7,500 square foot self-storage building designed to accommodate RVs and boats. There will be 10 individual storage units each 15’ x 30’ in size and designed with 12’ x 12’ roll-up doors. This building is similar in design and appearance to the office warehouse building using similar colors and materials with the exception of the stone veneer wainscot that will not be incorporated into this building design.

Parking / Circulation

Parking:

As indicated on the conceptual site plan the following parking is to be provided:

- Office space 8 spaces
- Warehouse space 14 spaces
- Self-storage units 6 spaces
- Equipment yard 4 spaces

Total parking provided 32 spaces

This meets or exceeds the minimum parking requirements outlined in the zoning ordinance for the proposed uses. If it is determined that a trash enclosure facility is required, staff recommends placing it in lieu of the three parking spaces located at the back of the property adjacent to the paved equipment yard. A condition has been added requiring the project designer to confer with Recology staff to determine if the trash dumpster will be needed. If so, the dumpster shall be located and screened with a trash enclosure structure

Circulation:

The site will be accessed from Canyon Way via a new crossing over Bunch Creek. On-site circulation has been designed to accommodate the large trucks used in the construction business with circulation access around the office warehouse building. Given the terrain of the property, there will be some cutting into the up slope at the rear on the property. Because of the difference in grade from the property to Canyon Way and the slight incline of Canyon Way just north of the proposed driveway access, a condition has been included to require a clear site distance study to determine the exact location and design of the creek crossing/driveway.

Landscaping / Fencing / Lighting

The conceptual landscape plan (Attachment 5) submitted with the application indicates the site will be landscaped along the perimeter of the parking area where appropriate given the proximity to Bunch Creek. The

proposed landscaping consists of a mixture of trees and shrubs to compliment the native plant species along the creek bank.

The site is to be fenced in accordance with the requirements of section 17.176 of the Zoning Ordinance that includes special design requirements for self-storage facilities. A condition has been added for this requirement.

Security lighting shall also be incorporated in the project per the requirements of section 17.176. Lighting is to be designed to minimize visual impacts to neighboring residential uses. Because of the City's emphasis on protecting dark skies, a condition has been included requiring the applicant to use lighting that is shielded and shrouded to minimize fugitive light off site.

Environmental Review

In accordance with the California Environmental Quality Act (CEQA), a Draft Initial Study and Mitigated Negative Declaration (DIS/MND) has been prepared. A copy of the DIS/MND is attached to this report. It has been determined that with the proposed mitigation measures no significant impacts would result from the implementation of the proposed project. Special studies and assessments prepared for the project include Air Quality, Biological, Cultural, and Traffic. Special consideration is to be given to Bunch Creek. The Mitigation Monitoring and Reporting Plan is included in the report as attachment 8.

Additionally, on Friday November 20, 2020, planning staff met with a representative of the Colfax Todds Valley tribe to walk the site. After the site visit, the representative concluded and requested that monitoring of the property, particularly along Bunch Creek, be made a part of the construction process. A condition has been added requiring this monitoring.

The proposed Mitigated Negative Declaration was circulated for public review for a period of at least 20 days. One comment was received during the initial 20-day review period (from August 20, 2020 to October 14, 2020). A neighboring property owner came into City Hall with some questions regarding the proposed use and site design. Staff was able to answer his questions and the conditions of approval address his concerns regarding fencing, lighting, and circulation.

The Initial Study and Mitigated Negative Declaration are attached to the report (Attachment 7) but due to the large size and number of pages, the complete document with appendices and special studies is available at the public counter in City Hall.

Staff Recommendation

Staff recommends the City Council adopt the attached resolution approving the Site Plan and Design Review for the Osborn Development Project located at 1836 Canyon Way.

Attachments:

1. Resolution __-2020
2. Site Plan
3. Elevations
4. Colored Renderings
5. Conceptual Landscape Plan
6. Preliminary Grading Plan
7. Draft Initial Study / Mitigated Negative Declaration
8. Mitigation Monitoring Reporting Plan

City of Colfax

City Council

Resolution No. __-2020

ADOPTING THE MITIGATED NEGATIVE DECLARATION AND APPROVING THE DESIGN REVIEW,
AND SITE PLAN PERMIT FOR THE OSBORN DEVELOPMENT PROJECT LOCATED AT 1836
CANYON WAY (APN 101-132-010)

WHEREAS, the applicant/owner, Glen Osborn, has submitted an application for a Site Plan approval and Design Review Permit for development of the property located at 1836 Canyon Way in the Highway Commercial (CH) zone; and,

WHEREAS, notice of hearing has been given at the time and in the manner required by State Law and City Code; and,

WHEREAS, the project is consistent with the General Plan Commercial designation and the Highway Commercial zoning of the site; and

WHEREAS, the City Council has reviewed and considered the staff report, any and all written comments received during the public review process and any and all oral and written comments submitted at the public hearing and finds:

- a. The Project, as approved, allows beneficial use to be made of the site for development, preserves and accentuates the natural features of the property, such as open space, topography, and trees and provides for adequate drainage of the project.
- b. The project site design, as approved, provides adequate access, vehicle parking, vehicle and pedestrian circulation, loading areas and landscaping and lighting which results in a safe and harmonious development.
- c. The building design, including the materials, colors, height, bulk, size and relief, and the arrangement of the structures on the site, as approved, is harmonious with other development and buildings in the vicinity.
- d. The design of the public services, as approved, including but not limited to trash enclosures and service equipment are located so as to not detract from the appearance of the site and are screened appropriately and effectively using construction material, colors and landscaping that are harmonious with the site and building design; and

WHEREAS, a Draft Initial Study and Mitigated Negative Declaration has been prepared in accordance with CEQA requirements; and

WHEREAS, conditions of approval have been prepared for the project as outlined in Exhibit "A" attached to this resolution.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax hereby adopts the Mitigated Negative Declaration, and approves the Design Review, and Site Plan Permit for the Osborn Development Project located at 1836 Canyon Way with the attached conditions.

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 of December 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Exhibit A**City of Colfax****RESOLUTION NO. _____****EXHIBIT A – CONDITIONS OF APPROVAL**

1. The project as approved shall be in substantial compliance with the preliminary plan set attached to the staff report dated December 9, 2020.
2. Permanent signage shall be approved under a separate Sign Permit. Temporary banners shall only be displayed subject to the provisions of the City's Sign Ordinance regulating promotional events and require approval of a Sign Permit.
3. No truck or vehicle rental shall be conducted from the premises.
4. There shall be no outdoor storage of any kind.
5. Restrooms shall be accessible and available to employees and customers per the Plumbing Code.
6. The owner/operator of the facility/business shall maintain in good repair all fencing, walls, buildings, lighting, landscaping, driveway and parking area. The premises shall be kept clean and in an orderly fashion.
7. The applicant shall be responsible for graffiti-free maintenance of the site, and shall remove any graffiti within 48 hours of occurrence or City notification, whichever occurs first.
8. Perimeter fencing when seen from adjacent public rights of way or neighboring residential property shall be solid CMU wall for approved by the planning director prior to installation.
9. The project operation shall implement Best Management Practices (BMPs) appropriate to the uses conducted on-site to effectively prevent the entry of pollutants into storm water runoff.
10. The following control measures for construction and noise shall be adhered to, unless otherwise approved by the Planning Director or City Engineer: a. Applicant shall designate a "noise disturbance coordinator" who will be responsible for responding to any local complaints about construction noise. Please submit contact information to the Planning Division.
11. Prior to construction, and during installation of the new creek crossing, a representative from the Colfax Todd's Valley Consolidated Tribe (CTVCT) shall be contacted regarding the pending construction activity. A representative from the CTVCT shall be available to monitor any and all construction activity that occurs within the area from the new crossing to the flat area (previously rough graded) of the project site. Monitoring shall occur only during ground disturbance.
12. Flammable or combustible liquids or gasses shall not be used or stored on site.
13. Address and premise identification approved numbers shall be maintained on all buildings in such a position as to be plainly visible and legible from the road or street fronting the property.

Exhibit A

14. Security gate access shall be provided at all times for Sheriff, Fire, City inspection, utility and other health and safety related vehicles. A gate opening system to provide for emergency vehicle access shall be installed to the satisfaction of the Sheriff and Fire Marshal.
15. The project shall comply with Chapter 17.176, Self-Service Storage Facilities, of the Colfax Municipal Code including hours of operation.
16. To minimize visual impacts to adjacent properties, there shall be no off-site glare through the use of cut-off lenses and fixtures shall be “dark sky compliant”.
17. Wall-mounted lights shall be located on the building below the roofline of storage unit and directed downward.

Engineering

18. The applicant shall be responsible for all plan check and inspection costs. The Applicant shall establish a Developer Deposit Account with the City upon the initiation of plan check services.
19. Applicant shall submit site Improvement Plans, prepared by a registered Civil Engineer, for review and approval of the City. No final grading or other construction shall be performed until the Improvement Plans have been approved.
20. All improvements shall be designed in accordance with the City of Colfax Municipal Code, and applicable City, County and Placer County Water Agency (PCWA) public works standards.
21. A drainage report prepared by a California Registered Civil Engineer shall be submitted for review with the initial submittal of the Improvement Plans.
22. Provide 100-year floodplain analysis of Bunch Creek. Delineate 100-year floodplain for pre-development and post development conditions.
23. Obtain Corps of Engineers and Fish & Game approval, if applicable, for encroachment of wetland identified along Bunch Creek.
24. Storm-water detention shall be provided per the requirements of the final on-site project drainage analysis and meet local and State drainage requirements. Design of storm water detention facilities shall be subject to City standards and the review and approval of the City Engineer.
25. Any retaining walls necessary as a part of the site grading shall be included on the grading plan for review and approval of the City Engineer. Any retaining walls in excess of 3-ft in exposed height shall have design calculations prepared and submitted to the City Engineer and Building Department for review.
26. Provide right turn and left turn pockets on Canyon Way entering site. Follow Placer County construction standards.
27. Dust control specifications shall be included on the improvement plans to minimize dust nuisance during construction. Dust control measures shall be developed to take into account

Exhibit A

the possible presence of asbestos bearing rock formations and the measures necessary to deal with this type of dust.

28. For the construction phase, the applicant shall comply with Placer County Air Pollution Control District regulations.
29. The applicant shall re-vegetate cut and fill areas as soon as possible using native seed mixes and compatible plantings as specified by the City Engineer and the Soil Conservation Service.
30. All construction stormwater pollution prevention best management practices (BMP's) shall be installed as the first order of work and in accordance with the *State Water Resources Control Board's General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities* and the Applicant's Storm Water Pollution Prevention Plan (SWPPP). All stormwater BMP's shall be maintained to the satisfaction of the Qualified SWPPP Developer (QSD), Qualified SWPPP Practitioner (QSP), and the City Engineer.
31. Provide fire flow analysis to ascertain fire protection is adequate for buildings.
32. All public water service laterals or services (domestic water and fire water supply) shall include approved backflow prevention devices.
33. The Applicant shall keep adjoining public streets free and clean of project dirt, mud, materials, and debris during the construction period, as is found necessary by the City Engineer.
34. The developer, at his sole expense, shall repair existing public and private facilities damaged during the course of construction to the satisfaction of the City Engineer.
35. If any hazardous material is encountered during the construction of this project, all work shall be immediately stopped and the Cal Fire, Placer County Department of Environmental Health or other designated agency, and the City Inspector shall be notified immediately. Work shall not proceed until clearance has been issued by all of these agencies.
36. All new fire hydrants shall be securely covered with burlaps sacks or heavy duty plastic until the hydrants have been tested and found to be in conformance with City flow requirements. No storage of combustible materials or construction of building shall be permitted until all hydrants meet City flow requirements.
37. All construction and grading activities on the site shall be governed by the City's noise ordinance and be limited to between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 a.m. on Saturday. No work shall be performed on Sunday or state and federal recognized holidays, unless approved by City engineer.
38. Submit a copy of the Notice of Intent and WDID# for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).
39. Prior to COMMENCEMENT OF CONSTRUCTION ACTIVITIES, the Applicant shall:
 - a. Pay off all current cash deposit account balances with the City.

Exhibit A

- b. Conduct a pre-construction meeting with representatives of the City whereby the Applicant, the Legally Responsible Party (LRP), Qualified SWPPP Practitioner (QSP), Qualified SWPPP Developer (QSD), and/or the Contractor provides the following:
 - (1) Six (6) full-size bond copies of the approved Improvement Plans for the City's use.
 - (2) One (1) job-site copy of the SWPPP for use by the LRP, QSP, QSD, and Contractor.

40. Utilities

- a. All utilities, including but not limited to water, sewer, telephone, gas, electricity, and cable television shall be provided to the project in compliance with all applicable standards and requirements of the applicable provider.
- b. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off- site, as required to accommodate water services, to the satisfaction of PCWA.

41. Fire

- a. Improvement plans shall show the location and size of fire hydrants and water mains in conformance with the standards and requirements of Cal Fire.
- b. Prior to occupancy, "No Parking" signage shall be posted at the access driveway, the entire length of the driveway in front of the Offices, and the entire length of the driveway in front of the RV and Boat Storage Building.

42. Improvements/Improvement Plans

Prior to any grading, site improvements, or other construction activities associated with this project, improvement plans shall be prepared consistent with the exhibits and conditions incorporated as a part of this entitlement, and in compliance with all applicable city standards, for the review and approval of the City Engineer.

Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.

The project improvement plans shall include the following:

- a. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s) and in accord with City of Colfax requirements.
- b. All storm drainage inlets shall be stamped with City Engineer wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.
- c. Site design measures for detaining run off at pre-development levels, including location and specifications of on-site or off-site detention basins.
- d. The developer shall prepare a Storm Water Pollutant Protection Plan (SWPPP) for review and approval by the State Regional Water Quality Control Board as part of the project's drainage improvement plans.

Exhibit A

- e. Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Colfax, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified. If the site requires importing of earthen material, then prior to commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.
- f. If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features or any other evidence of soil and/or groundwater contamination with hazardous material is encountered, work shall be halted within 100 feet of the find and the City Engineer shall be notified. The City Engineer shall make a determination as to the nature of the features(s) and/or contamination, the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and/or remediation of the feature or contamination. At the direction of the City Engineer and at the developer's expense, a qualified consultant(s) shall be retained to assess and characterize the feature or contamination and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented to the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, and the Central Valley Regional Water Quality Control Board, prior to completion of grading/construction in the affected area.
- g. All on-site standard improvements, including but not limited to:
 - 1. Paving, curbs, gutters, sidewalks, drainage improvements, utility improvements, parking lot lights, fire hydrants, retaining walls, fences, trash enclosures, etc.
 - 2. All necessary easements for drainage, access, utilities, etc. shall be shown and offered for dedication.
- h. A detailed parking lot signage and striping plan designed per City standards that indicates all parking spaces, aisles, entrances, and exits, including any required offsite signage in the public right-of-way.
- i. The following shall be included in the project notes on the improvement plans.

If an inadvertent discovery of cultural materials (e.g. unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure/building remains) is made during project-related construction activities, ground disturbances in the area of the find shall be halted and a qualified professional archaeologist, the City Planning Director and the Native American Heritage Commission shall be notified regarding the discovery. The archaeologist shall determine whether the resource is potentially significant as per CEQA (i.e. whether it is an historical resource, a unique archaeological resource, or a unique paleontological resource) and shall develop specific measures to ensure preservation of the resource or to mitigate

Exhibit A

impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find, is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources would include, but are not necessarily limited to, preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be determined according to evidence indicating degrees of resource integrity, spatial and temporal extent, and cultural associations; and would be developed in a manner consistent with CEQA guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts.

In the event of the accidental discovery or recognition of any human remains, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains, until compliance with the provisions of Sections 15064.5(e)(1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If any human remains are discovered, all work shall stop in the immediate vicinity of the find and the County Coroner shall be notified, according to Section 7050.5 of the California Health and Safety Code. The City's Planning Director shall also be notified. If the remains are Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner shall comply with the requirements of AB2641 (2006).

- j. The following shall be included in the project notes on the improvement plans:
 - i) The discharge of fuels, oils, or other petroleum products, chemicals, detergents, cleaners, or similar chemicals to the surface of the ground or to drainage ways on, adjacent to, the site is prohibited.
 - ii) If Best Management Practices are required for control of urban runoff pollutants, then any hazardous materials collected shall be disposed of in accordance with all applicable hazardous materials laws and regulations.
- k. Provision for the installation of orange construction fencing to be erected along the edge of the 50-foot setback to Bunch Creek.
- l. The applicant shall attempt to time the removal of potential nesting habitat for raptors and migratory birds to avoid the nesting season (February 1 through September 15).

If vegetation removal and/or project grading or construction activities occur during the nesting season for raptors and migratory birds, the applicant shall hire a qualified biologist approved by the City to conduct pre-construction surveys no more than 14 days prior to initiation of development activities. The survey shall cover all areas of suitable nesting habitat within 500 feet of project activity and shall be valid for one construction season. Prior to the start of grading or construction activities, documentation of the survey shall be provided to the City of Colfax. If the survey results are negative, no further mitigation is required and necessary removal may proceed. If there is a break in construction activities of more than 14 days, then subsequent surveys shall be conducted.

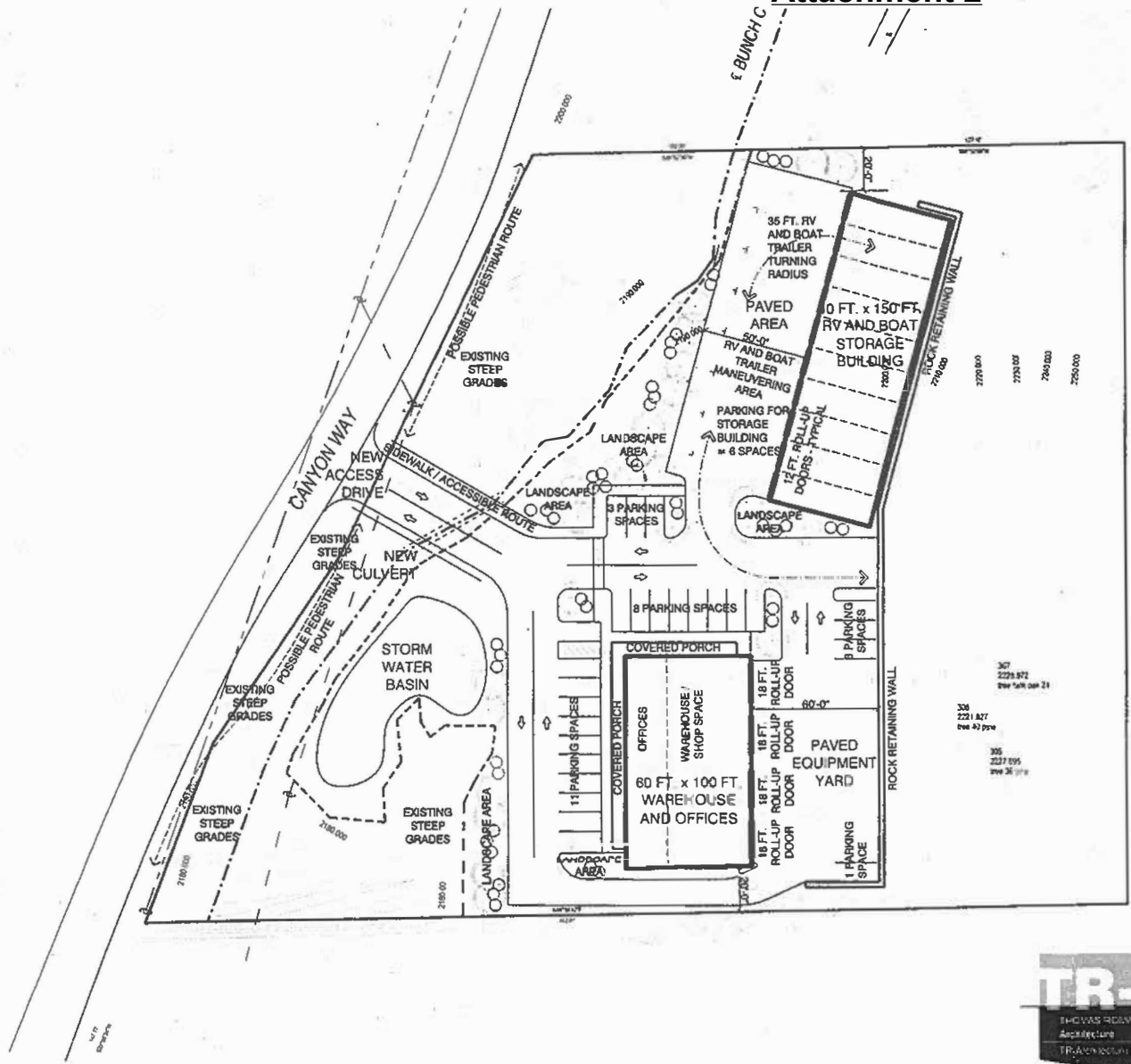
Exhibit A

If the survey results are positive (active nests are found), impacts shall be avoided by the establishment of appropriate buffers. The biologist shall consult with the California Department of Fish and Wildlife (CDFW) and the City to determine the size of an appropriate buffer area (CDFW guidelines recommend implementation of 500-foot buffers). Monitoring of the nest by a qualified biologist shall be required if the CDFW determines that the activity has the potential to adversely affect an active nest.

If construction activities are scheduled to occur during the non-breeding season (September 16 – January), a survey is not required and no further studies are necessary.

43. The applicant shall obtain an Encroachment Permit for all improvements within the public right-of-way. Applicant shall post a performance and labor bond and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City.
44. The applicant shall have a sight distance study prepared to determine the visibility requirements for the turning movements onto Canyon Way when exiting the site. Recommendations from the report shall be incorporated into the improvements plans for approval by the City Engineer.

End of Conditions



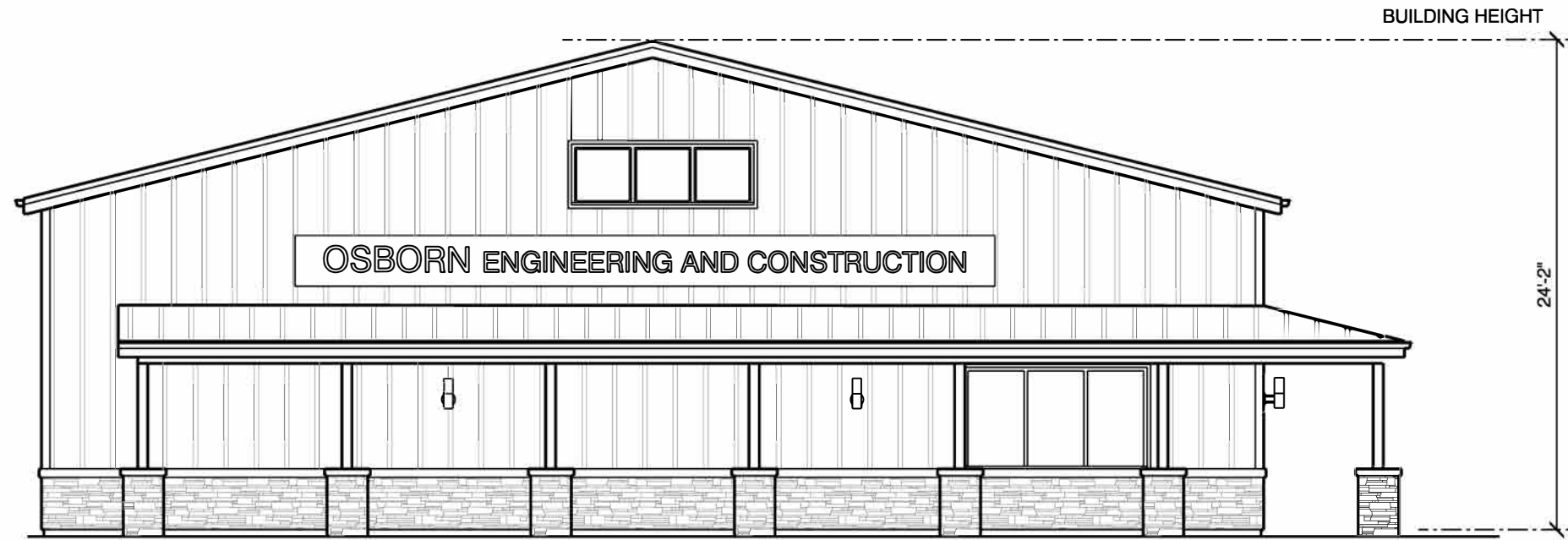
SCALE: 1"=30'
CONTOUR INTERVAL = 2'

PARKING ANALYSIS	
SELF STORAGE	= 6 SPACES
OFFICES AT 1/250 S.F.	= 8 SPACES
WAREHOUSE AREAS AT 1/300 S.F.	= 14 SPACES
EQUIPMENT YARD	= 4 SPACES
32 TOTAL PROPOSED PARKING SPACES	

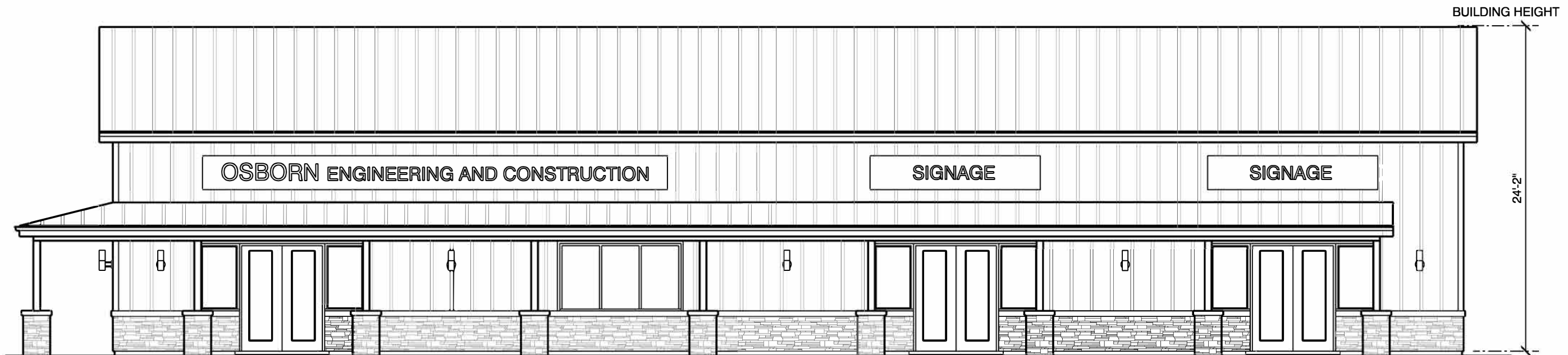


OSBORN DEVELOPMENT AT CANYON WAY
COLFAX CA.
CONCEPTUAL SITE DEVELOPMENT PLAN - 05-23-19
SCALE: 1" = 30'

530.205.8750



NORTH ELEVATION



WEST ELEVATION

OSBORN DEVELOPMENT AT CANYON WAY
COLFAX CA.

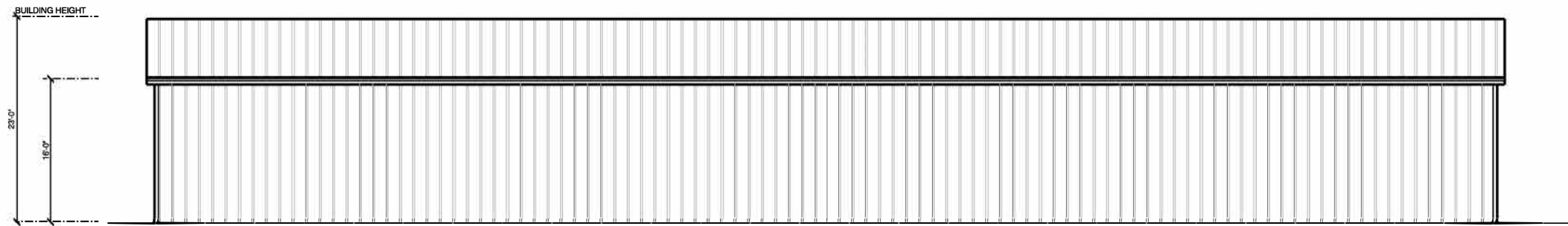
WAREHOUSE AND OFFICES
PRELIMINARY ELEVATIONS - 06-24-19
SCALE: 1/8" = 1'-0"



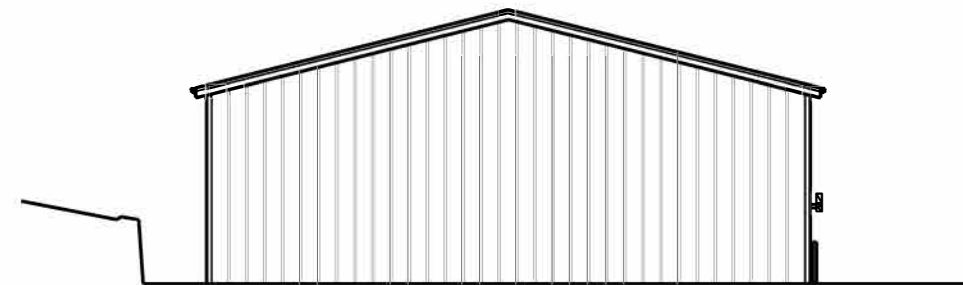
530.205.8750



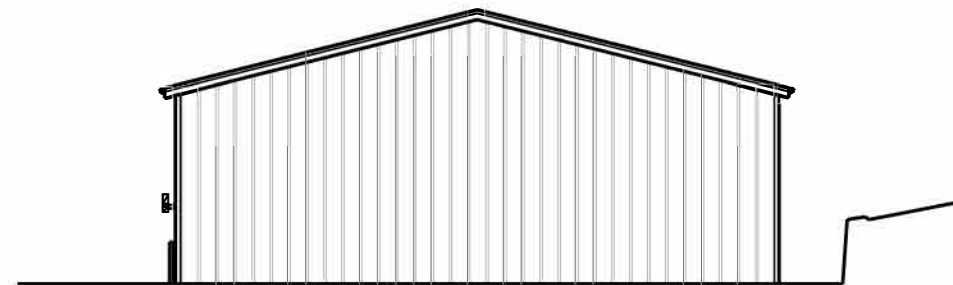
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



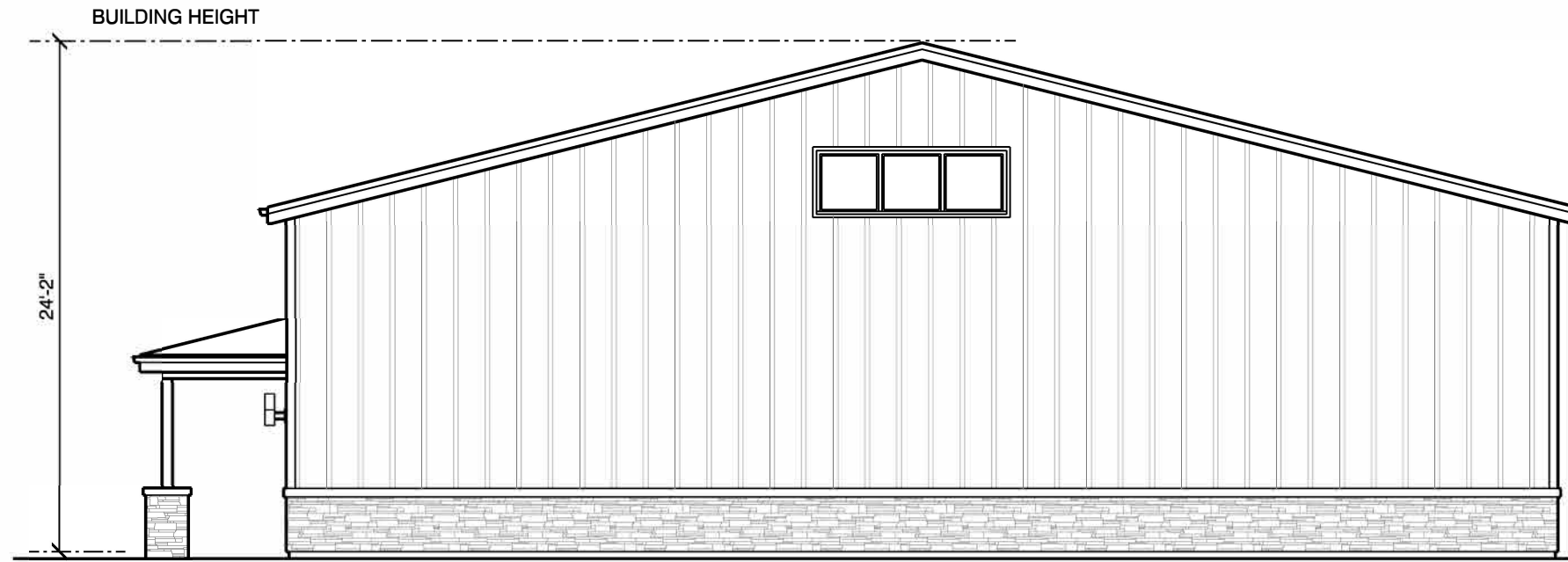
SOUTH ELEVATION

OSBORN DEVELOPMENT AT CANYON WAY
COLFAX CA.

RV AND BOAT STORAGE
PRELIMINARY FLOOR PLAN 01 - 05-13-19
SCALE: 1/16" = 1'-0"



530.205.8750



SOUTH ELEVATION



EAST ELEVATION

OSBORN DEVELOPMENT AT CANYON WAY
COLFAX CA.

WAREHOUSE AND OFFICES
PRELIMINARY ELEVATIONS - 06-24-19
SCALE: 1/8" = 1'-0"



530.205.8750

Attachment 4

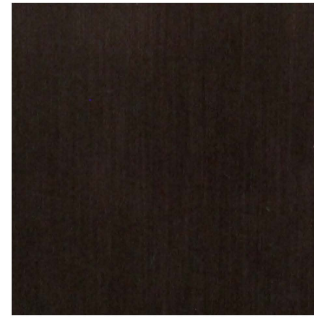
METAL WINDOWS AND DOORS:
"DARK BRONZE" OR SIMILAR
COLOR SELECTED FROM
MANUFACTURER'S STANDARDS

PAINTED FASCIA AND TRIMS:
SHERWIN WILLIAMS SW6006
"BLACK BEAN" OR SIMILAR

MAN-MADE STONE VENEER
WAINSCOT: "CLIFFSTONE / LANTANA"
OR SIMILAR SELECTED FROM
MANUFACTURER'S STANDARDS

METAL SIDING PANELS:
"CHARCOAL" OR SIMILAR
COLOR SELECTED FROM
MANUFACTURER'S STANDARDS

METAL ROOF PANELS:
"BURNISHED SLATE" OR SIMILAR
COLOR SELECTED FROM
MANUFACTURER'S STANDARDS



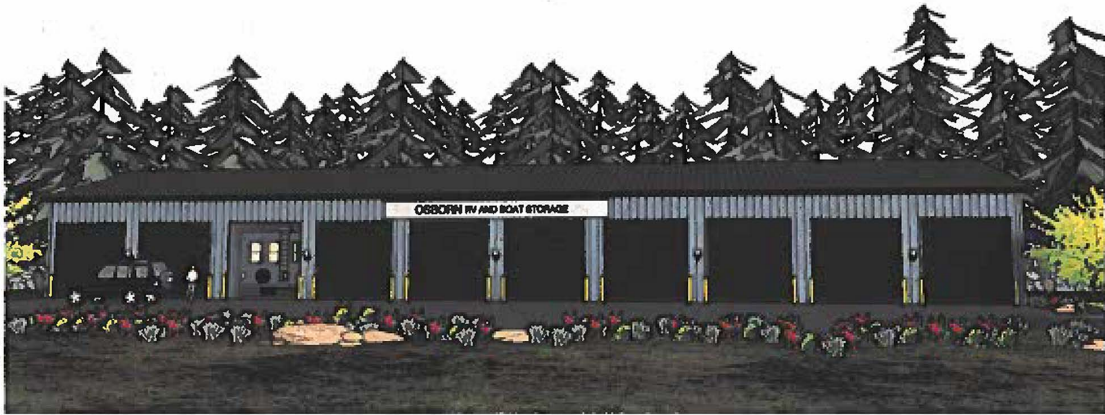
OSBORN DEVELOPMENT AT CANYON WAY
COLFAX CA.

WAREHOUSE AND OFFICES
COLOR SELECTIONS 06-24-19

WAREHOUSE AND OFFICES

VIEW FROM WEST / CANYON WAY





RV AND BOAT STORAGE

VIEW FROM WEST / CANYON WAY



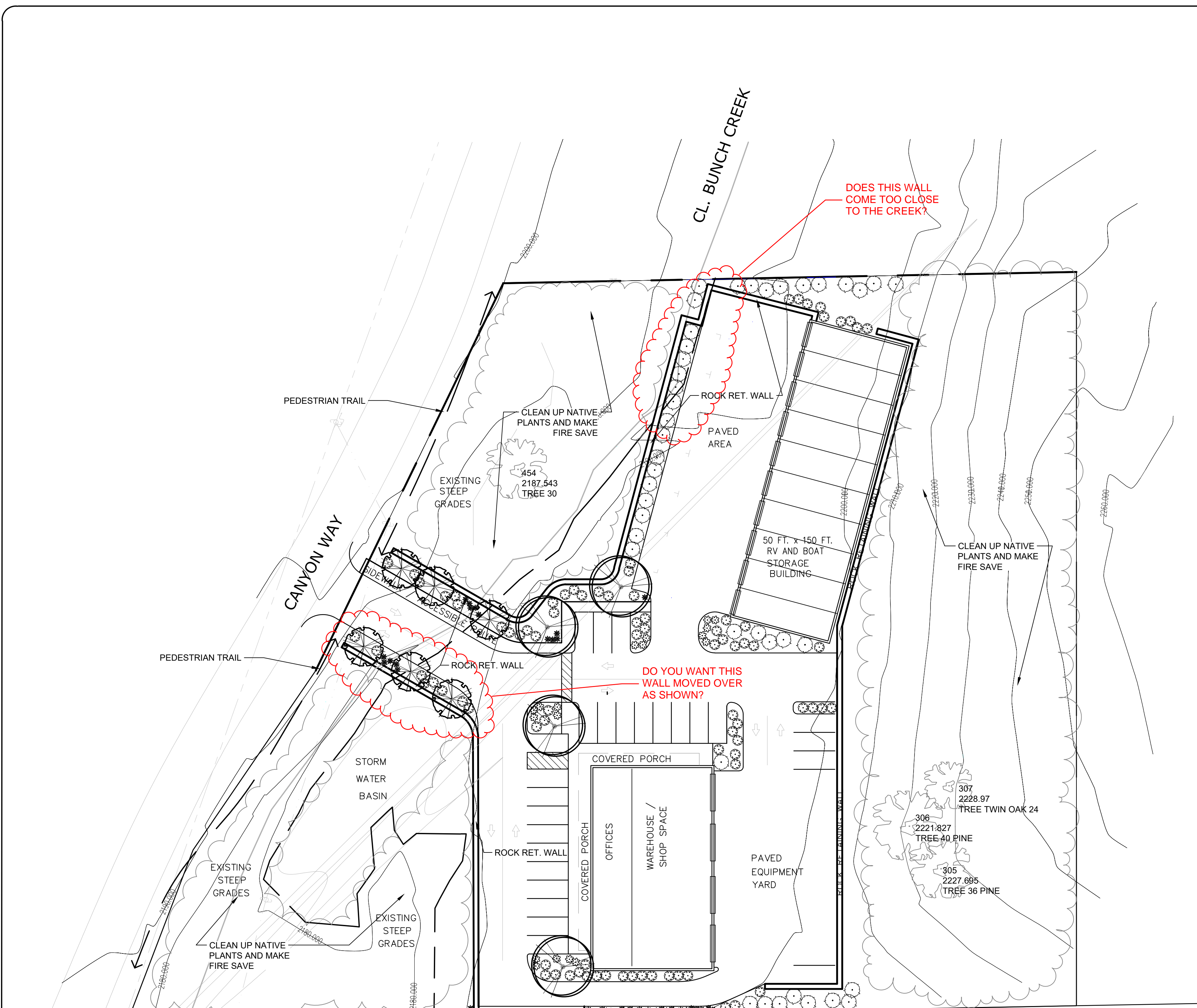
WAREHOUSE AND OFFICES

VIEW FROM NORTH / PARKING LOT



WAREHOUSE AND OFFICES

VIEW FROM WEST / CANYON WAY



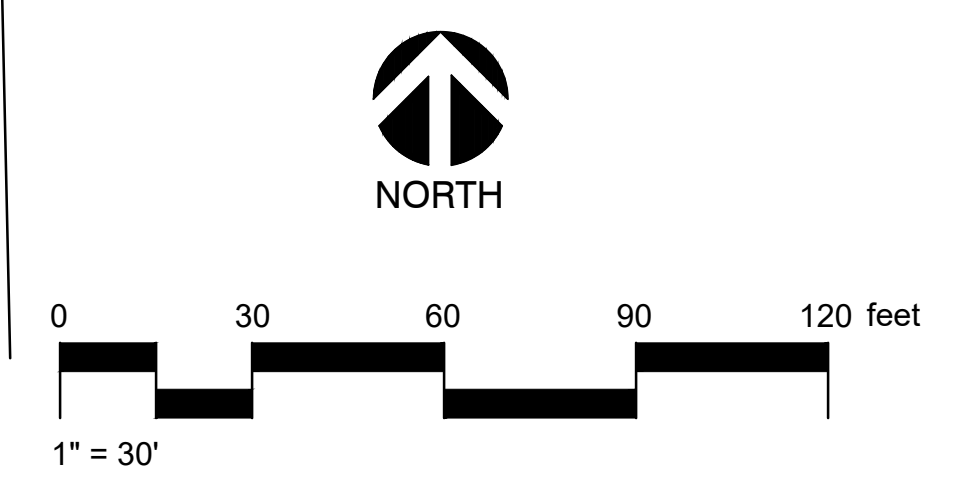
CONCEPT PLANT SCHEDULE

	LARGE SHADE TREES 30' + DIAMETER Acer r. 'Autumn Flame' / Autumn Flame Red Maple Pistacia c. 'Keith Davey' / Keith Davey Chinese Pistache Quercus illex / Holly Oak Quercus rubra / Red Oak	15 Gal, Medium Water Use 15 Gal, Low Water Use 15 Gal, Low Water Use 15 Gal, Medium Water Use
	ACCENT TREES Acer b. 'Streetwise' / Streetwise Trident Maple Acer p. 'Bloodgood' / Bloodgood Japanese Maple Acer palmatum / Japanese Maple Cercis c. 'Forest Pansy' / Forest Pansy Redbud Cercis occidentalis / Western Redbud	15 Gal, Medium Water Use 15 Gal, Medium Water Use 15 Gal, Medium Water Use 15 Gal, Medium Water Use 15 Gal, Very Low Water Use
	LARGE SHRUBS - 5' TALL + Arbutus u. 'Compacta' / Dwarf Strawberry Tree Calycanthus occidentalis / Spice Bush Carpenteria californica / Bush Anemone Heteromeles arbutifolia / Toyon	5 Gal, Low Water Use 5 Gal, Low Water Use 5 Gal, Low Water Use 5 Gal, Low Water Use
	MEDIUM SHRUBS - 3'-5' TALL Abelia x g. 'Kaleidoscope' / Kaleidoscope Glossy Abelia Arctostaphylos x 'Sunset' / Sunset Manzanita Buddleja d. 'Nanho Blue' / Nanho Blue Butterfly Bush Euonymus f. 'Emerald 'n Gold' / Emerald 'n Gold Wintercreeper Ilex vomitoria / Yaupon Holly Salvia g. 'Furman's Red' / Furman's Red Salvia	5 Gal, Medium Water Use 5 Gal, Low Water Use 5 Gal, Medium Water Use 5 Gal, Medium Water Use 5 Gal, Medium Water Use 5 Gal, Low Water Use
	LOW SHRUBS - 2' OR LESS TALL Arctostaphylos x 'Pacific Mist' / Pacific Mist Manzanita Lavandula a. 'Munstead' / Munstead English Lavender Rosa x 'Meigalpio' / Red Drift Groundcover Rose Rosa x 'Mezaronia' / White Drift Rose Teucrium c. 'Prostratum' / Prostrate Germander Westringia f. 'Mundi' / Mundi Coast Rosemary	5 Gal, Medium Water Use 1 Gal, Low Water Use 5 Gal, Medium Water Use 5 Gal, Medium Water Use 5 Gal, Low Water Use 5 Gal, Low Water Use
	TALL ACCENT SHRUBS Muhlenbergia capillaris / Pink Muhly Grass Muhlenbergia rigens / Deer Grass	1 Gal, Low Water Use 1 Gal, Low Water Use

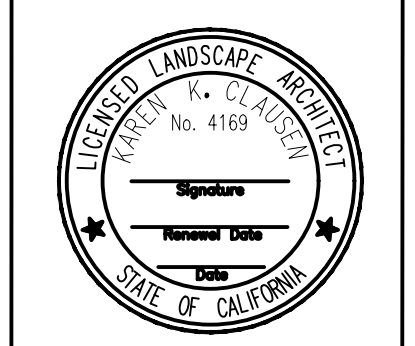
TREE SETBACK NOTE

TREE SETBACKS SHALL BE AS FOLLOWS:
6' FROM PAVED SURFACES, 5' FROM POTABLE WATER SYSTEM AND WATER METERS, 5' FROM JOINT TRENCHES, 15' FROM STREET LIGHTS, 10' FROM SANITARY SEWER LINES AND CULVERTS.
ALL TREES PLANTED WITHIN THE REQUIRED UNDERGROUND UTILITY SETBACKS OUTLINED ABOVE SHALL RECEIVED LINEAR ROOT BARRIERS.

NOTE:
AN AUTOMATIC, WATER EFFICIENT IRRIGATION SYSTEM THAT MEETS MAWA REQUIREMENTS WILL BE DESIGNED WHEN THIS PROJECT RECEIVES APPROVAL.



K. CLAUSEN, INC.
K. CLAUSEN RLA 4169
LANDSCAPE ARCHITECT
P.O. Box 8095
Auburn, CA 95604
(530) 885-8196 C. (916) 531-7880
kclausen@kclausenlandscapearchitect.com



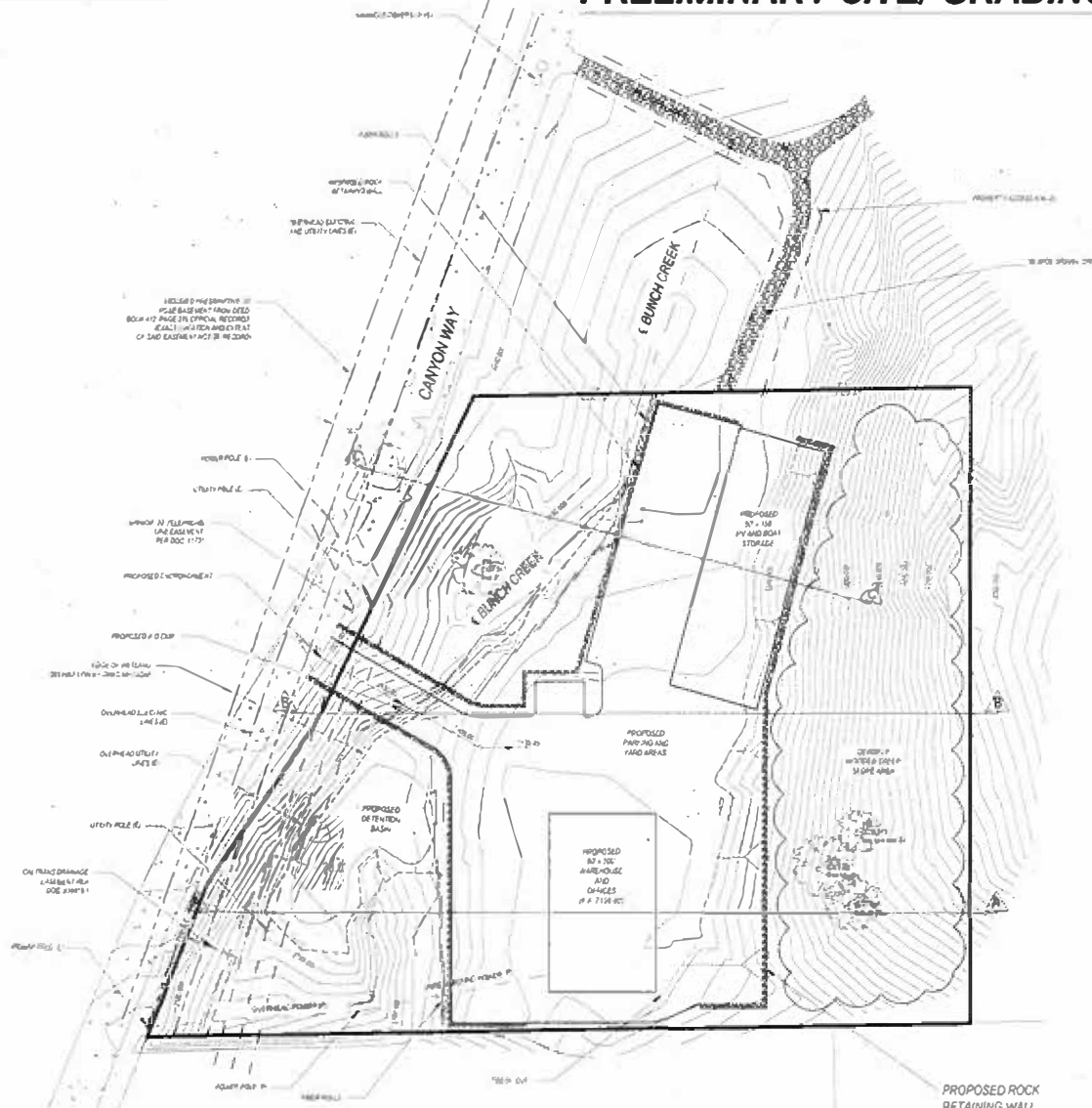
CONCEPTUAL LANDSCAPE PLAN
OSBORN DEVELOPMENT
1836 CANYON WAY * COLFAX, CA 95713

Revisions:	
Scale:	AS SHOWN
Date:	08/2020
Job #	071

L1.0
OF SHEET

Attachment 6

PRELIMINARY SITE/ GRADING PLAN



- SITE PLAN NOTES
1. TOPOGRAPHIC SURVEY PROVIDED BY LINCOLN AND LONG ENGINEERING.
 2. CONTOUR INTERVAL = 1'
 3. ALL EROSION CONTROL MATERIALS SHALL BE ON-SITE PRIOR TO ANY GRADING
 4. ALL FILL MATERIAL SHALL BE COMPACTED TO MIN. 90% REL.
 5. SEE SHEET SGP 3 FOR ENTRANCE DRIVE PROFILE AND BUILDING AREA SECTION VIEWS.

SCALE: 1"=30'
CONTOUR INTERVAL = 2'

LINCOLN & LONG
Civil Engineering & Environmental Services
10110 Canyon Blvd., Suite 100, Boulder, CO 80501
303.440.1100

SUBJECT
SITE / GRADING PLAN
NOTES

SITE'S ADDRESS
1836 Canyon Way
Colfax, CA 95713

PROJECT OWNER
Glen Osborn
16916 Pierce Hills Road
Meadow Vista, CA 95722

APN
101 132 010

DRAWN BY
ASG

6/7/19
REV DATE

SGP 3

PRELIMINARY SITE/ GRADING PLAN



AREA MAP

THIS PROJECT SHALL COMPLY WITH THE ZONING, UIC AND THE PLACER COUNTY GRADING AND EROSION CONTROL ACTS AS AMENDED BY PLACER COUNTY, CALIFORNIA.

NAME:	Glen Osborn
APN#:	101-132-010
DATE:	June 2019
MAILING ADDRESS:	16946 Placer Hills Road Meadow Vista, CA 95722
SITE ADDRESS:	1836 Canyon Way Colfax, CA 95713

PREPARED UNDER THE DIRECTION OF: David P. Long
 Director of Compliance and Planning, Building Department - Grading/Earthwork

PLAN CHECKER: [Signature] **DATE:** 6/11/19

1. All construction shall be in accordance with the City of Colfax, California, and all other applicable laws, rules, regulations, codes, ordinances, and standards. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

2. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

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6. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

7. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

8. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

9. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies. The applicant shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.

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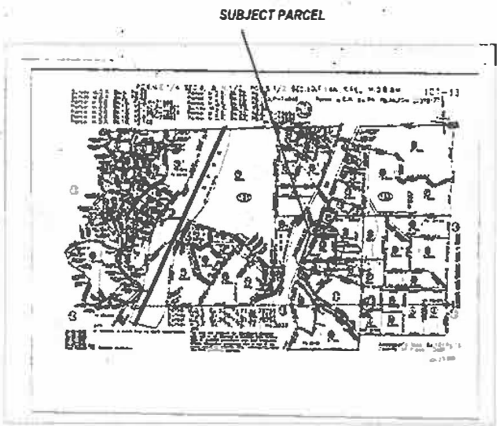
AREAS OF DISTURBANCE

1. EXISTING DRIVE: 2800 S.F.
2. BUILDING, PARKING, YARD: 45,825 S.F.
3. LANDSCAPE: 2,600 S.F.
4. TREES/SHRUBS: 5,775 S.F.
5. SPOTTS: 1,600 S.F.
6. OTHER: 1,600 S.F.
TOTAL AREA OF DISTURBANCE: 61,000 S.F.
TOTAL IMPERVIOUS AREAS: 52,600 S.F.
TOTAL COVER SIZE: 30 S.F.
TOTAL COVER DISTURBED: 46 S.F.

TOTAL SLOPE	1500 S.F.
TOTAL FILL	1500 S.F.

PERMANENT EROSION & SEDIMENT CONTROL NOTES

SEEDING MIXTURES FOR TEMPORARY COVER		FERTILIZER - MULCH	
1. Bluegrass	24	1. 10-10-10	100
2. Ryegrass	100	2. 10-10-10	100
3. Fescue	30	3. 10-10-10	100
4. Clover	100	4. 10-10-10	100
5. Wheat	10	5. 10-10-10	100
6. Orchardgrass	10	6. 10-10-10	100
7. Brome	10	7. 10-10-10	100
8. Rye	10	8. 10-10-10	100
9. Timothy	10	9. 10-10-10	100
10. Quackgrass	10	10. 10-10-10	100
11. St. Augustine	10	11. 10-10-10	100
12. Bahia	10	12. 10-10-10	100
13. Centennial	10	13. 10-10-10	100
14. Bermuda	10	14. 10-10-10	100
15. St. Paul	10	15. 10-10-10	100
16. Tifdwarf	10	16. 10-10-10	100
17. Zoysia	10	17. 10-10-10	100
18. Carpetgrass	10	18. 10-10-10	100
19. Paspalum	10	19. 10-10-10	100
20. Panicum	10	20. 10-10-10	100
21. Elymus	10	21. 10-10-10	100
22. Bromus	10	22. 10-10-10	100
23. Setaria	10	23. 10-10-10	100
24. Sorghum	10	24. 10-10-10	100
25. Pennisetum	10	25. 10-10-10	100
26. Digitaria	10	26. 10-10-10	100
27. Eleusine	10	27. 10-10-10	100
28. Triticum	10	28. 10-10-10	100
29. Secale	10	29. 10-10-10	100
30. Hordeum	10	30. 10-10-10	100
31. Avena	10	31. 10-10-10	100
32. Piptopogon	10	32. 10-10-10	100
33. Eriochloa	10	33. 10-10-10	100
34. Ischaemum	10	34. 10-10-10	100
35. Brachiaria	10	35. 10-10-10	100
36. Stenotaphrum	10	36. 10-10-10	100
37. Cynodon	10	37. 10-10-10	100
38. Eragrostis	10	38. 10-10-10	100
39. Pennisetum	10	39. 10-10-10	100
40. Setaria	10	40. 10-10-10	100
41. Sorghum	10	41. 10-10-10	100
42. Pennisetum	10	42. 10-10-10	100
43. Setaria	10	43. 10-10-10	100
44. Sorghum	10	44. 10-10-10	100
45. Pennisetum	10	45. 10-10-10	100
46. Setaria	10	46. 10-10-10	100
47. Sorghum	10	47. 10-10-10	100
48. Pennisetum	10	48. 10-10-10	100
49. Setaria	10	49. 10-10-10	100
50. Sorghum	10	50. 10-10-10	100



LINCOLN & LONG
 ENGINEERS & ARCHITECTS
 10000 S. BRIDGEWAY, SUITE 100
 MESA, CALIFORNIA 92540
 TEL: 951-251-1111 FAX: 951-251-1112
 WWW.LINCOLNANDLONG.COM

PROJECT OWNER:
 Glen Osborn
 16946 Placer Hills Road
 Meadow Vista, CA 95722

SITE ADDRESS:
 1836 Canyon Way
 Colfax, CA 95713

APN: 101-132-010
DRAWN BY: ASC

DATE: 6/11/19
REV. DATE:

SCALE: 1" = 5000'
 6/11/19

STATE OF CALIFORNIA
 PROFESSIONAL SEAL
 No. 05000
 Exp. 06/30/21
 David P. Long
 Civil Engineer

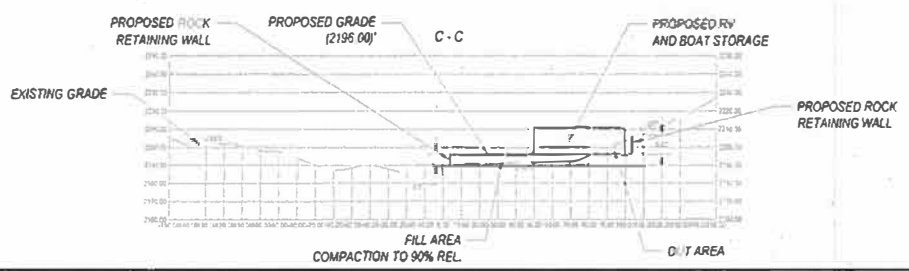
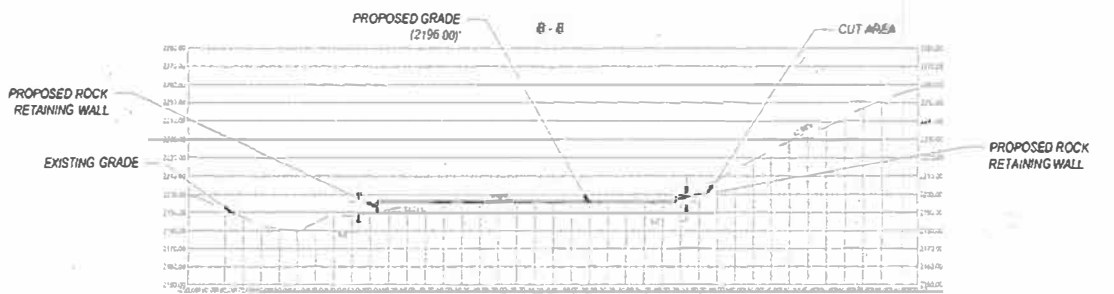
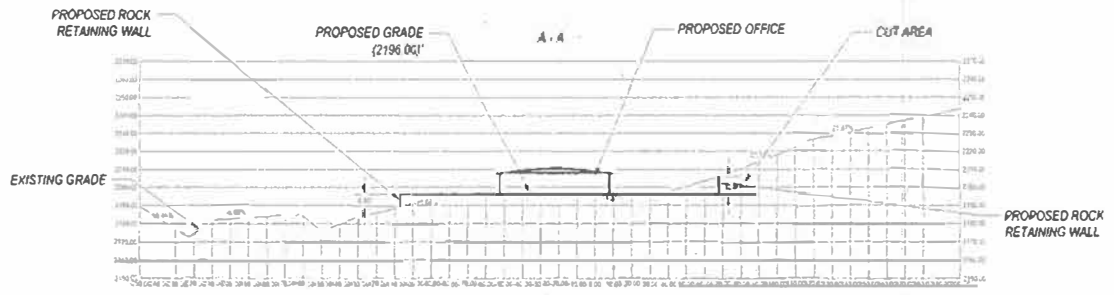
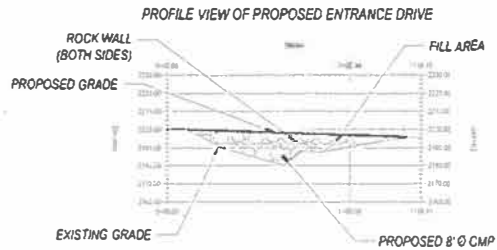
SGP 1

EXISTING SITE PLAN



PROJECT OWNER	SUBJECT
Ellen Osborn 16946 Placer Hills Road Arcadia Vista, CA 95722	EXISTING SITE PLAN
APN: 101-132-010	SITE ADDRESS 1836 Canyon Way Colton, CA 95713
DRAWN BY: SM	
REV DATE: 6/7/19	
SGP-2	

SCALE: 1"=30'



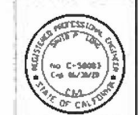
LINCOLN & LONG
 CIVIL ENGINEERING & ARCHITECTURE
 10115 152nd Avenue, Suite 100
 Irvine, CA 92618
 Tel: 949.261.1111 Fax: 949.261.1112

SHEET
 PROFILE AND SECTION
 VIEWS

SITE ADDRESS
 10115 152nd Avenue
 Irvine, CA 92618

PROJECT OWNER
 Glen Osborn
 16946 Placer Hills Road
 Meadow Vista, CA 95722

APN:
 101-152-010
 DRAWN BY:
 ASC



6/7/19
 REV DATE:

SGP 4

The Initial Study and Mitigated Negative Declaration are attached to the report but due to the large size and number of pages, the complete document with appendices and special studies is available on the City's website at www.colfax-ca.gov.

Osborn Development Project

MITIGATION MONITORING AND REPORTING PROGRAM

INTRODUCTION

This section provides the Mitigation Monitoring and Reporting Program (MMRP) for the City of Colfax Sewer Collection System and Wastewater Treatment Plant Improvements project (Project), pursuant to Section 21081.6 of the California Public Resources Code and Section 15097 of the CEQA Guidelines, which require that public agencies adopt a reporting and monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. A MMRP is required for the proposed project because the Initial Study/Mitigated Negative Declaration identified significant adverse impacts, and mitigation measures have been identified to reduce those impacts to less-than-significant levels.

The Project consists of three components--(1) construction of a solar facility to offset energy consumption costs at the WWTP, (2) installation of a new aeration flotation system that would reduce algae contamination at the WWTP, and (3) upgrades to up to 4 miles of existing sewer pipelines, manholes and services.

Adoption of the MMRP must occur prior to, or concurrently with, adoption of the project for which the program has been developed.

PURPOSE OF THE MITIGATION MONITORING AND REPORTING PROGRAM

The purpose of the MMRP is to:

- Ensure that mitigation measures are implemented;
- Provide feedback to agency staff and decision makers about the effectiveness of mitigation measures;
- Provide learning opportunities for improving mitigation measures on future projects; and
- Identify the need for enforcement action before irreversible environmental damage occurs.

The components of the MMRP are addressed briefly below.

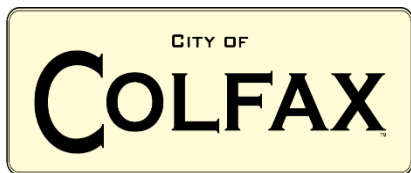
Mitigation Measure: The mitigation measures are taken verbatim from the Initial Study prepared for the Project. The numbering of the individual mitigation measures follows the numbering sequence found in the Initial Study.

Monitoring Agency: The City of Colfax will have ultimate and legal responsibility for implementation of all mitigation measures. This column indicates which department within the City will conduct the actual monitoring and reporting, as well as take corrective actions when a measure has not been properly implemented.

Implementation Schedule: Each action must take place during or prior to some part of project development or approval.

Table 1 Mitigation Monitoring and Reporting Program			
Mitigation Measure	Monitoring Agency	Implementation Schedule	Monitoring / Compliance Record Name/ Date
4. Biological Resources			
<p>MM 4a: Avoid Impacts to the Coast Horned Lizard. Prior to disturbance within the areas of the project area that contain suitable habitat for the species, a pre-construction survey for the species shall be conducted prior to any disturbance within those disturbed and developed areas of the project area in order to avoid direct impacts to the species. If the species is documented during pre-construction surveys, a qualified wildlife biologist would have the authority to move individual coast horned lizards outside of the proposed disturbance area(s) in order to avoid an impact to this species. Once the coast horned lizard(s) have been removed from the disturbance area(s) and out of harm's way, the proposed work would no longer pose a risk to individuals of the species.</p>	Public Works Department	If species is discovered or documented	
<p>MM 4b: Avoid Impacts to Active Raptor and other Protected Bird Species Nests. Conduct a pre-construction "nesting" survey within and adjacent to any proposed disturbance area within the project area for nesting raptors and other protected bird species within 14 days prior to disturbance. The nesting survey radius around the proposed disturbance would be identified prior to the implementation of the protected bird nesting surveys by a CDFW qualified biologist and would be based on the habitat type, habitat quality, and type of disturbance proposed within or adjacent to nesting habitat.</p> <p>If any nesting raptors or protected birds are identified during such pre-construction surveys, trees or shrubs or grasslands with active nests should be not be removed or disturbed and a no- disturbance buffer should be established around the nesting site to avoid disturbance or destruction of the nest site until after the breeding season or after a qualified wildlife biologist determines that the young have fledged. The extent of these buffers would be determined by a CDFW qualified wildlife biologist and would depend on the special-status species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.</p>	Public Works Department	If nesting birds found in study area	

<p>MM 5a: Consultation in the Event of Inadvertent Discovery of Cultural Material. If any cultural resources are encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease and archaeological consultation shall be sought immediately. The archaeologist shall determine whether the resource requires further study.</p>	Public Works Department	During site preparation and construction	
<p>MM 5b: Consultation in the Event of Inadvertent Discover of Human Remains. If ground-disturbing activities uncover previously unknown human remains, Section 7050.5 of the California Health and Safety Code applies, and State law shall be followed, which includes but is not limited to immediately contacting the County Coroner's office. There shall be no further excavation or disturbance of the area where the human remains were found or within 50 feet of the find until the Placer County Coroner and the appropriate City representative are contacted. Excavation or disturbance of the area where the human remains were found or within 50 feet of the find shall not be permitted to re-commence until the Coroner determines that the remains are not subject to the provisions of law concerning investigation of the circumstances, manner, and cause of any death.</p>	Public Works Department	During site preparation and construction	
<p>MM 7a: Obtain Appropriate Stormwater Permit and Implement an Erosion Control Plan. Prior to the issuance of a grading permit, the applicant shall ensure the project adequately addresses grading, erosion, sediment and pollution control requirements of the Regional Water Quality Control Board (RWQCB). If one acre or more of land will be disturbed, the applicant shall submit a Notice of Intent (NOI) with appropriate fees and a Storm Water Pollution Prevention Plan (SWPPP) to the RWQCB. The SWPPP shall include temporary and permanent Best Management Practices (BMP's).</p>	Public Works Department	Prior to issuance of grading permit	
<p>MM 7b: Obtain Geotechnical Report. The applicant shall obtain a Geotechnical Report for the project site from a qualified engineer and submit to City Engineer for approval prior to issuance of a grading permit.</p>	Public Works Department	Prior to issuance of grading permit	
<p>MM 7c: Consultation in the Event of Inadvertent Discovery of Paleontological Resources. If any paleontological resources are encountered during ground disturbance or subsurface construction activities (e.g., trenching, grading), all construction activities within a 50-foot radius of the identified potential resource shall cease and a qualified paleontologist shall be sought immediately to determine the significance of the discovery. The paleontologist shall determine whether the resource requires further study.</p>	Public Works Department	Within 14 days of project construction	



City Council Minutes

Regular Meeting of Wednesday, October 28, 2020

City Hall Council Chambers

33 S. Main Street, Colfax CA

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Pro Tem Lomen called the open session to order at 6:02PM

2B. Pledge of Allegiance

Councilmember Burruss led the Pledge of Allegiance

2C. Roll Call

Present: Lomen, Burruss, Douglass, Fatula

Absent: Mendoza

2D. Approval of Agenda Order

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

MOTION made by Councilmember Burruss and seconded by Councilmember Fatula to approve and approved by the following roll call vote:

AYES: Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Mendoza

3 AGENCY REPORTS

3A. **Placer County Sheriff** – Ty Conners was unavailable.

3B. **CHP** – Chris Nave was unavailable.

3C. **CalFIRE** – Brian Eagan provided an update.

Following the update, CalFIRE Battalion Chief, Brian Eagan, began to discuss a later agenda item. He then realized this is a later item and stopped.

City Attorney Cabral informed Mayor Pro Tem Lomen that the item can be taken out of order.

Mayor Pro Tem Lomen requested to address Item 9A. He asked if Council had any objections.

Council Members Burruss and Fatula agreed.

Mayor Pro Tem Lomen requested Mr. Eagan continue.

9A. **Vegetation Ordinance Outreach**

Staff Presentation: Brian Eagan, Battalion Chief

Recommended Action: Informational Only.

Battalion Chief Eagan continued to provide information about the Vegetation Ordinance Outreach.

Councilmember Fatula inquired about specific areas that could be used for before and after examples.

Mayor Pro Tem Lomen asked if there was any public comment on Item 9A.

The City Clerk confirmed no public comments were received.

No action was required for this item.

3 AGENCY REPORTS – continued

Colfax Area Chamber of Commerce – Andrea Harrison provided information about the upcoming Trunk-or-Treat event.

3A. Placer County Sheriff – Ty Conners provided an update.

Councilmember Fatula requested an update on the Skate Park.

Ty Conners provided the current status for the project.

Sierra Vista Community Center – Kim Douglass provided an update on happenings at the SVCC.

4 PRESENTATION

4A. Pioneer Energy – Don Eckert presented a PowerPoint.

Public comment received from Jen Domenick Hamelin.

Pioneer Energy representative Sam Kang responded to Ms. Hamelin’s inquiry.

Councilmember Burruss also provided input.

Additional public comment received from Jen Domenick Hamelin.

Pioneer Energy representative Don Eckert provided a response to Ms. Hamelin’s inquiry.

Councilmember Burruss provided additional input.

Councilmember Douglass added information about how Pioneer Energy started.

** End of Presentation **

Mayor Pro Tem Lomen requested to bring forward Item 9D.

Council Members Burruss and Fatula agreed to discuss Item 9D.

9D. Letter to Placer County – PCSO Contract Negotiations

Staff Presentation: Wes Heathcock, City Manager

Recommended Action: Discuss and provide direction to staff on the development of a letter to Placer County regarding the PCSO Contract Negotiations.

City Manager Heathcock provided information on the item and introduced Todd Leopold.

Todd Leopold provided information.

Mayor Pro Tem Lomen inquired if Council had any questions.

Councilmember Fatula, Councilmember Douglass, Councilmember Burruss stated they had no questions.

Discussion had between Mr. Leopold and Mayor Pro Tem Lomen.

Discussion had between Councilmember Burruss and Mr. Leopold.

City Clerk confirmed no public comment was received on the item.

Ty Conners provided comments.

Councilmember Burruss inquired if Mr. Leopold was still on the line and requested he provide a response to Mr. Conners' comments.

Mr. Leopold provided a response.

Councilmember Burruss noted the complexity of the details and commented on the lack of information to provide an informed direction.

Councilmember Fatula provided comments.

Mr. Conners noted the goal of the Sheriff's Department is to serve the citizens.

Councilmember Douglass confirmed he is in agreement with the other Council Members, there is not sufficient background knowledge and expertise to write a letter.

Mayor Pro Tem Lomen asked if any Councilmember would like to research the matter with him.

Councilmember Burruss volunteered.

Mr. Conners offered to set up a meeting with Mayor Pro Tem Lomen and Councilmember Burruss and the Sheriff's negotiation team.

Mayor Pro Tem Lomen and Councilmember Burruss agreed.

Mayor Pro Tem Lomen requested a motion to approve himself and Councilmember Burruss to work with City staff to reach out to the County and collect more information for a letter of opinion.

City Attorney Cabral clarified Mayor Pro Tem Lomen is requesting to establish an Ad Hoc committee for that purpose.

Councilmember Burruss stated she misunderstood the purpose. She stated she may not be able to commit to writing a letter, so she may not be the best person for the committee.

Mayor Pro Tem Lomen confirmed the letter doesn't have to be the end goal.

Councilmember Burruss stated she is interested in gathering information to provide to Council.

MOTION made by Councilmember Fatula and seconded by Councilmember Burruss to set up an Ad Hoc committee to go and understand this item better and report back to Council and approved by the following roll call vote:

AYES: Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Mendoza

5 PUBLIC HEARING

5A. Public Hearing, Second Reading and Adoption of an Ordinance Approving a Reimbursement Agreement with Colfax Hospitality Partners LLC for Road Improvements related to the Best Western Hotel Project

Staff Presentation: Larry Wing, City Engineer

Recommended Action: Conduct a public hearing and by motion, waive the second reading and adopt the proposed ordinance.

City Manager Heathcock stated he and City Attorney Cabral would be presenting the item as Mr. Wing was not on the call.

City Manager Heathcock provided information.

City Attorney Cabral provided clarification on the purpose of the item.

Discussion had between Councilmember Fatula and City Attorney Cabral regarding the ordinance status once work is completed.

Mayor Pro Tem Lomen opened the public hearing at 7:32PM.

City Clerk confirmed no public comment was received.

Mayor Pro Tem Lomen closed the public hearing at 7:33PM

Discussion between Councilmember Fatula and City Attorney Cabral regarding the duties of the developers following the ordinance adoption.

MOTION made by Councilmember Fatula and seconded by Councilmember Burruss to waive the second reading and adopt the ordinance and approved by the following roll call vote:

AYES: Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Mendoza

5B. Public Hearing, Second Reading and Adoption of an Ordinance Prohibiting Smoking Within Designated Areas in the City of Colfax

Staff Presentation: Mick Cabral, City Attorney

Recommended Action: Conduct a public hearing and by motion, waive the second reading and adopt the proposed ordinance.

City Attorney Cabral provided information.

Mayor Pro Tem Lomen opened the public hearing at 7:35PM.

City Clerk confirmed no public comments were received.

Mayor Pro Tem Lomen closed the public hearing at 7:36PM.

Councilmember Fatula noted changes that were made since the last time. He inquired about the white regions shown on the map and whether or not the ordinance applies to them.

City Attorney Cabral confirmed the ordinance applies to everything within the black boundary on the map.

Councilmember Fatula requested the street colors be changed to orange to match the other areas for clarification purposes.

City Attorney Cabral confirmed that change would not require another presentation and can be done.

Councilmember Fatula requested to go through the Q&A.

City Manager Heathcock suggested Councilmember Fatula read through the Q&A.

Councilmember Fatula read the Q&A aloud.

City Attorney Cabral clarified the Q&A is not part of the ordinance, they are part of implementing the ordinance.

Councilmember Burruss provided comments regarding residents and businesses having the option to request a designated smoking area.

Mr. Connors commented about the role of the Sheriff Department. He inquired about lifting the smoking ban during events.

Councilmember Burruss clarified the ordinance is written in a way to give flexibility for those situations.

Discussion had between Councilmember Burruss and Mr. Connors regarding enforcement.

Councilmember Fatula commented on Mr. Conner’s input about the Sheriff Department’s role.

MOTION made by Councilmember Fatula and seconded by Councilmember Burruss to waive the second reading and adopt the ordinance and approved by the following roll call vote:

AYES: Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Mendoza

6 CONSENT CALENDAR

6A. Minutes – Regular Meeting of October 14, 2020

Recommendation: Approve the Minutes of the Regular Meeting of October 14, 2020.

6B. Cash Summary – September 2020

Recommendation: Accept and File.

6C. Extension of Village Oaks Tentative Subdivision Map

Recommendation: Approve Resolution 62-2020 extending the Village Oaks Vesting Tentative Subdivision Map for 12 months to February 14, 2022.

6D. CalOES Grant Generator Project Management Contract – Wood Rogers

Recommendation: Approve Resolution 64-2020 authorizing the City Manager to enter into an agreement with Wood Rogers for CalOES Grant Generator Project Management in an amount not to exceed \$25,450.

6E. Amendment to Agreement for Consulting Services with GHD Inc. for Topographic Surveying Services for the Community Development Block Grant Pavement Rehabilitation Project

Recommendation: Adopt Resolution 63-2020 authorizing the City Manager to Amend the Agreement for Consultant Services with GHD Inc. to Topographic Surveying Services associated with the future Community Development Block Grant Pavement Rehabilitation Project in the amount of \$5,850.00 for a total not to exceed amount of \$35,462.00.

Councilmember Fatula requested to pull Item 6D for discussion.

MOTION made by Councilmember Fatula and seconded by Mayor Pro Tem Lomen to approve the Consent Calendar with the exception of Item 6D and approved by the following roll call vote:

AYES: Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Mendoza

Item 6D:

Councilmember Fatula requested City Manager Heathcock explain what Item 6D is.

City Manager Heathcock provided information.

Councilmember Fatula added this is not the generator for the PSPS outages.

Discussion had between Councilmember Fatula and City Manager Heathcock regarding the replacement of the generators and what will be done with the old generators.

MOTION made by Councilmember Fatula and seconded by Councilmember Burruss to approve Item 6D and approved by the following roll call vote:

AYES: Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Mendoza

7 PUBLIC COMMENT

City Clerk confirmed there were no public comments.

8 COUNCIL AND STAFF REPORTS**9 COUNCIL BUSINESS****9A. Vegetation Ordinance Outreach****Staff Presentation:** Brian Eagan, Battalion Chief**Recommended Action:** Informational Only.*Item 9A was addressed earlier in the meeting.***9B. 99 Railroad Street Rent Waiver – Rainbow Music****Staff Presentation:** Wes Heathcock, City Manager**Recommended Action:** Discuss and consider adopting Resolution __-2020 authorizing the City Manager to waive the Rainbow Music rent at 99 Railroad Street (Pullman Railcar) for the months of August through December 2020.

City Manager Heathcock provided background information.

Discussion between Councilmember Fatula and City Attorney Cabral regarding concern of funding for one business and not all businesses.

Councilmember Burruss agreed.

Councilmember Douglass stated he agreed with the previous comments.

Mayor Pro Tem Lomen said he agreed as well.

City Manager Heathcock asked if Tammi Hampshire had additional comments.

Tammi Hampshire stated she had no comments and understood Council's position.

City Clerk confirmed no public comments received on the item.

City Attorney Cabral confirmed a motion is not required on this.

Mayor Pro Tem confirmed Item 9B stayed.

9C. Blue Centerline on Culver Street**Staff Presentation:** Wes Heathcock, City Manager**Recommended Action:** Discuss and provide direction to staff on adding a blue centerline on Culver Street in conjunction with the Road Improvement Project.

City Manager Heathcock provided information.

Councilmember Fatula provided comments.

Councilmember Burruss stated she preferred to consider a concept that included all emergency services.

Mr. Connors agreed with Councilmember Burruss and suggested other options for showing support.

Mayor Pro Tem requested confirmation this item will be stayed as well.

City Manager Heathcock suggested working with Ty Conners, and Brian Eagan to create a billboard display.

Mayor Pro Tem Lomen requested to be a part of the committee.

Councilmember Burruss suggested making it a workshop to allow all of Council and community members the option to participate.

Councilmember Fatula offered to help with the graphics.

Mayor Pro Tem Lomen confirmed the consensus to was workshop.

Mr. Conners requested to be part of the process.

City Manager Heathcock confirmed he had sufficient direction.

City Clerk confirmed no public comments were received on the item.

- 9D. Letter to Placer County – PCSO Contract Negotiations**
Staff Presentation: Wes Heathcock, City Manager
Recommended Action: Discuss and provide direction to staff on the development of a letter to Placer County regarding the PCSO Contract Negotiations.

Item 9D was addressed earlier in the meeting.

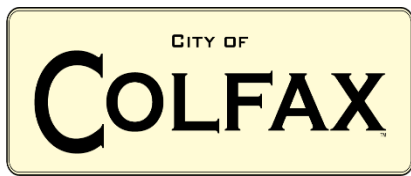
10 GOOD OF THE ORDER

11 ADJOURNMENT

As there was no further business on the agenda, Mayor Pro Tem Lomen adjourned the meeting, without objection at 8:25PM.

Respectfully submitted to City Council this 9th day of December, 2020.

Jaclyn Collier _____
Jaclyn Collier, City Clerk



City Council Minutes

Special Meeting & Workshop of Wednesday, November 4, 2020
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. Call Open Session to Order

Mayor Mendoza called the open session to order at 9:02AM.

1B. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

Absent:

2 PUBLIC COMMENT

2A. Open Public Comment

Mayor Pro Tem Lomen opened public comment.

No public comments received.

Public comment was closed.

3 CONSENT CALENDAR

3A. Colfax Volunteer Fire Department Brush 37 Repair

Recommended Action: Approve Resolution 65-2020 authorizing the City Manager to approve the repairs for Brush 37 in an amount not to exceed \$20,000.

MOTION made by Councilmember Burruss, seconded by Mayor Pro Tem Lomen and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT:

4 WORKSHOP SESSION

4A. Discuss Development of a Digital Billboard Image Showing the City of Colfax's Appreciation of Emergency Services Personnel

Recommended Action: Discuss and direct staff.

City Manager Heathcock provided information. He noted the City's opportunity to profit by leasing its designated digital billboard slot for the next 20 weeks.

Councilmember Burruss inquired if Ty Connors was on the line.

City Clerk confirmed Ty Connors was unable to be at the meeting.

City Manager Heathcock inquired to Councilmember Fatula about his previous offer of help with graphics.

Councilmember Fatula confirmed he could help.

Mayor Pro Tem Lomen asked if it would be better to make a committee.

Councilmember Burruss noted comments from the previous meeting that it was important for all of Council to have input.

Mayor Mendoza inquired to City Attorney Cabral how all of Council can work together.

City Attorney Cabral compared the requirements for a Special Meeting to the requirements for an Ad Hoc committee.

Councilmember Fatula proposed he and Mayor Pro Tem Lomen draft up concepts and bring it back to Council for approval.

City Attorney Cabral confirmed Councilmember Fatula's proposal would be a decision for Council.

Discussion had between Mayor Mendoza and Councilmember Burruss about rescheduling the meeting to include all of Council and Ty Conners.

Mayor Mendoza asked City Manager Heathcock how to move forward.

City Manager Heathcock confirmed Mayor Mendoza would need a majority vote from Council.

Mayor Mendoza inquired to City Attorney Cabral if she needed to put two options out for vote.

Councilmember Burruss requested to hear from Councilmember Douglass.

Councilmember Douglass stated he liked both approaches.

City Attorney Cabral informed Mayor Mendoza she needs a motion to vote on.

Mayor Mendoza motioned to have Ty Conners present.

Councilmember Burruss seconded the motion.

Councilmember Fatula stated he did not understand the motion.

City Attorney Cabral clarified that he understood the motion to be that the workshop will be postponed and reconvened when Ty Conners is available to participate.

Councilmember Fatula stated that was clear.

Discussion had between Mayor Mendoza and Councilmember Fatula regarding who should be involved in the design work and difficulties in designing something with a large group.

Councilmember Burruss noted that she seconded the motion by Mayor Mendoza.

Mayor Mendoza stated she was moving forward with the roll call vote.

Councilmember Fatula requested to vote last.

Motion by Mayor Mendoza and seconded by Councilmember Burruss to have Ty Conners present and approved by the following roll call vote:

AYES: Mendoza, Lomen, Burruss, Fatula

NOES:

ABSTAIN: Douglass

ABSENT:

Mayor Mendoza requested City Manager Heathcock confirm he has direction.

City Manager Heathcock confirmed.

Mayor Pro Tem Lomen noted the meeting included the vote on the Brush 37 item.

Councilmember Fatula inquired about whether or not Item 3A was voted on.

Mayor Mendoza confirmed it was passed.

City Attorney Cabral confirmed the item was voted on.

Councilmember Fatula requested to add his vote to that item as yes.

Mayor Pro Tem Lomen confirmed Councilmember Fatula already voted and it was on the Consent Calendar.

Councilmember Fatula requested to amend the minutes so he could vote yes on the item.

City Attorney Cabral confirmed Councilmember Fatula had already voted.

Councilmember Fatula stated he wasn't on due to technical issues.

Councilmember Burruss and City Attorney Cabral confirmed he voted.

Mayor Mendoza stated she was going to move on to Item 5.

Councilmember Burruss asked if there was a Good of the Order. She stated she requested there be time to provide direction to staff.

City Attorney Cabral stated direction to staff was on the billboard.

Councilmember Burruss stated she requested a Good of the Order to bring up items as she had something she wanted to bring up and talk about.

City Attorney confirmed a Good of the Order is not agendaized. He stated it can be brought up at the next meeting or she could email City Manager Heathcock and he could circulate it as informational.


Councilmember Burruss stated she would do that.

City Manager Heathcock confirmed he would get the email circulated when received.

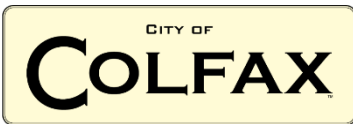
5 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 9:23AM.

Respectfully submitted to City Council this 9th day of December, 2020.



Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – October 2020

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Accept and File.

Summary/Background

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in October 2020. Some monthly highlights are listed below:

- October Revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of August 2020 (two month lag).
 - Final allocation of CARES Funding – Coronavirus Relief Fund – final 50% of total funding has been received in October \$25K.
 - Final reimbursement from Department of Transportation for the Roundabout Construction project.
 - Quarterly Interest allocation from Local Agency Investment Fund (LAIF)
- October expenditures included:
 - Quarterly impact fees collected on behalf of County during the construction permitting process
 - Ongoing costs associated with General Plan update, WWTP Planning grants, and CDBG Road Rehabilitation – all reimbursable with grant funding.
 - Annual loan payment to State Water Resources Control Board for WWTP loan.
 - Outside legal expenses associated with City lawsuit
 - Quarterly insurance premiums
- Negative cash fund balances at the end of October are due to timing of funding allocations and reimbursements:
 - Fund 570- Garbage Fund – Deficit balance remaining from previous Garbage contract. Balance is expected to zero out this fiscal year with franchise fees collected from Recology. Fund will be rolled into normal General Fund at that time.

Item 6C

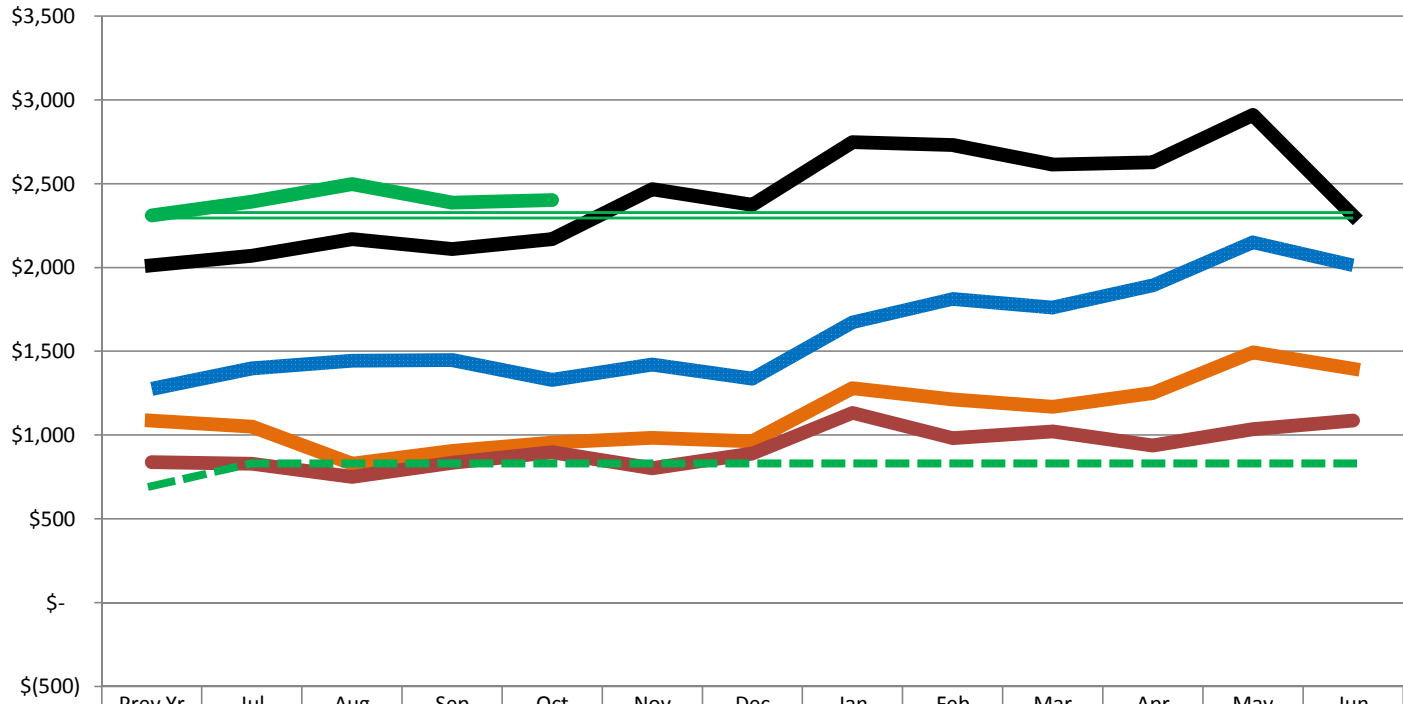
- Fund 200 – Cannabis Application. Balance is negative due to SCI services for ongoing monitoring and assistance with Council workshops and new ordinance. It is anticipated that this fund will be made whole with future application fees.
- Fund 203 – CDBG Covid-19 – Expenditures related to the grant application for funding – will be reimbursed by Grant funds if received – otherwise will be fund allocation from General Fund.
- Fund 250 – Streets and Roads. This activity is funded by allocation from PCTPA, Gas taxes and General Fund transfer. Negative balance is typical for this early in the fiscal year. We are currently in the process of requesting annual funding from PCTPA, but full funding is not anticipated until the end of the fiscal year – June 30, 2021.
- Fund 300 – FY2020-21 ADA Improvements at the Sheriff substation - project is budgeted (\$20K) to be a transfer from General Funds. Project currently on hold due to estimates exceeding budgeted funding.
- Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant was anticipated in September, but is likely to be delayed to early 2021. CDBG approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
- Fund 365 – Kneeland Street project will be funded with transfer from Fund 258 – Road Maintenance reserved funding. Project was delayed due to dependency upon development projects being completed first – expenditures expected in November.
- Fund 367 – SB2 Planning Grant – this is a reimbursable grant. First request for reimbursement expected to be submitted by end of December.
- Fund 573 – WWTP Planning Grant. This is a reimbursable grant with the State Water Board. Reimbursement for quarter ended September 2020 is expected in November.
- Fund 585 – Lift station #5 Force Main repair. Current expenditures include design work being performed by GHD (approved \$50K). Funding to be allocated from Fund 564 – Sewer Connections. Future repair work estimated at \$165K.
- Anticipated revenues/expenditures for November include:
 - Revenues
 - Quarterly true-up of sales tax revenues for the quarter ended September 30, 2020.
 - Expenditures
 - Construction/repair costs on the Pond 3 Fissure and Kneeland Street project.
 - Distribution of CARES Grant Funding to Colfax Small Businesses.

Attachments:

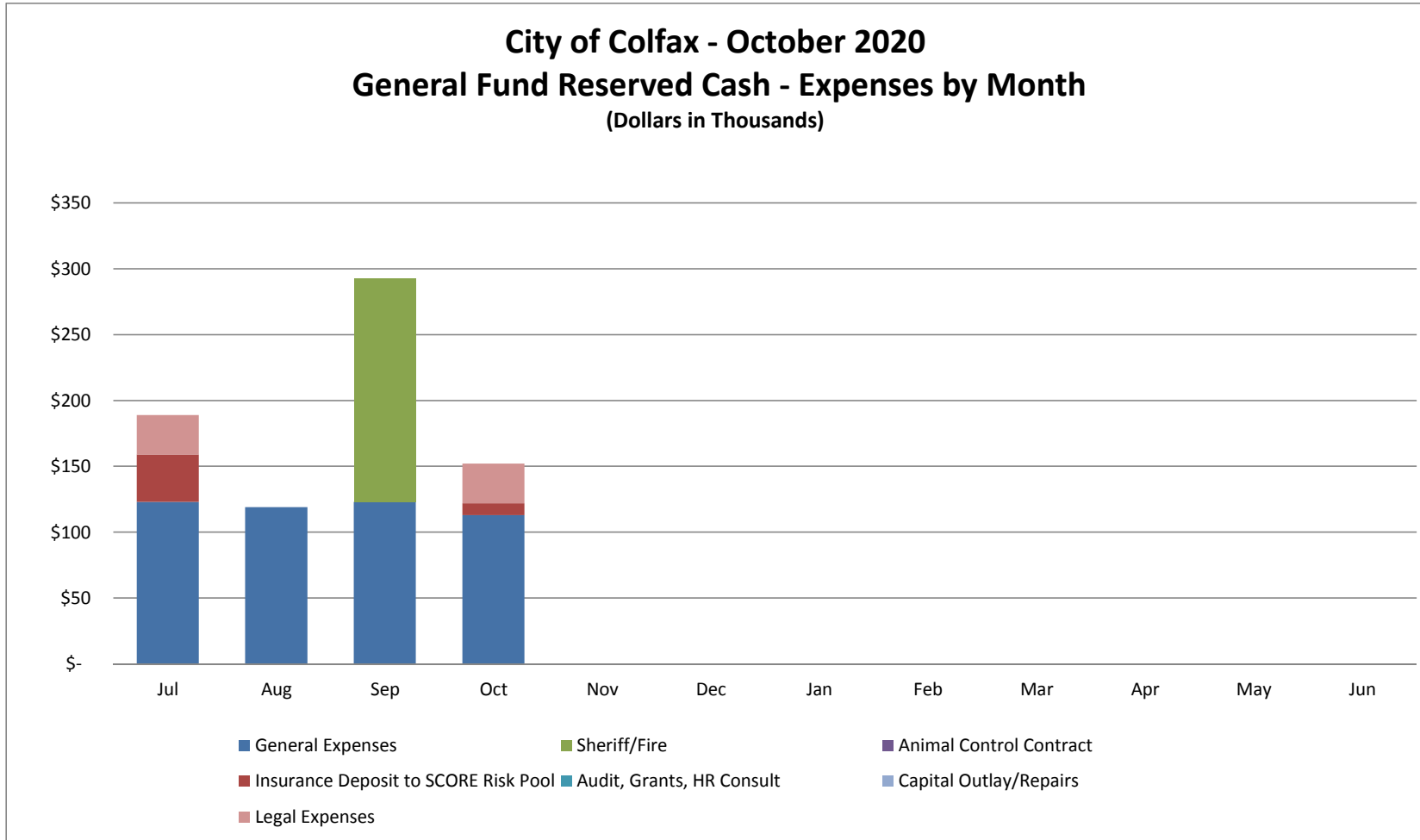
1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable
 - d. Daily Cash Summary Report (Cash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

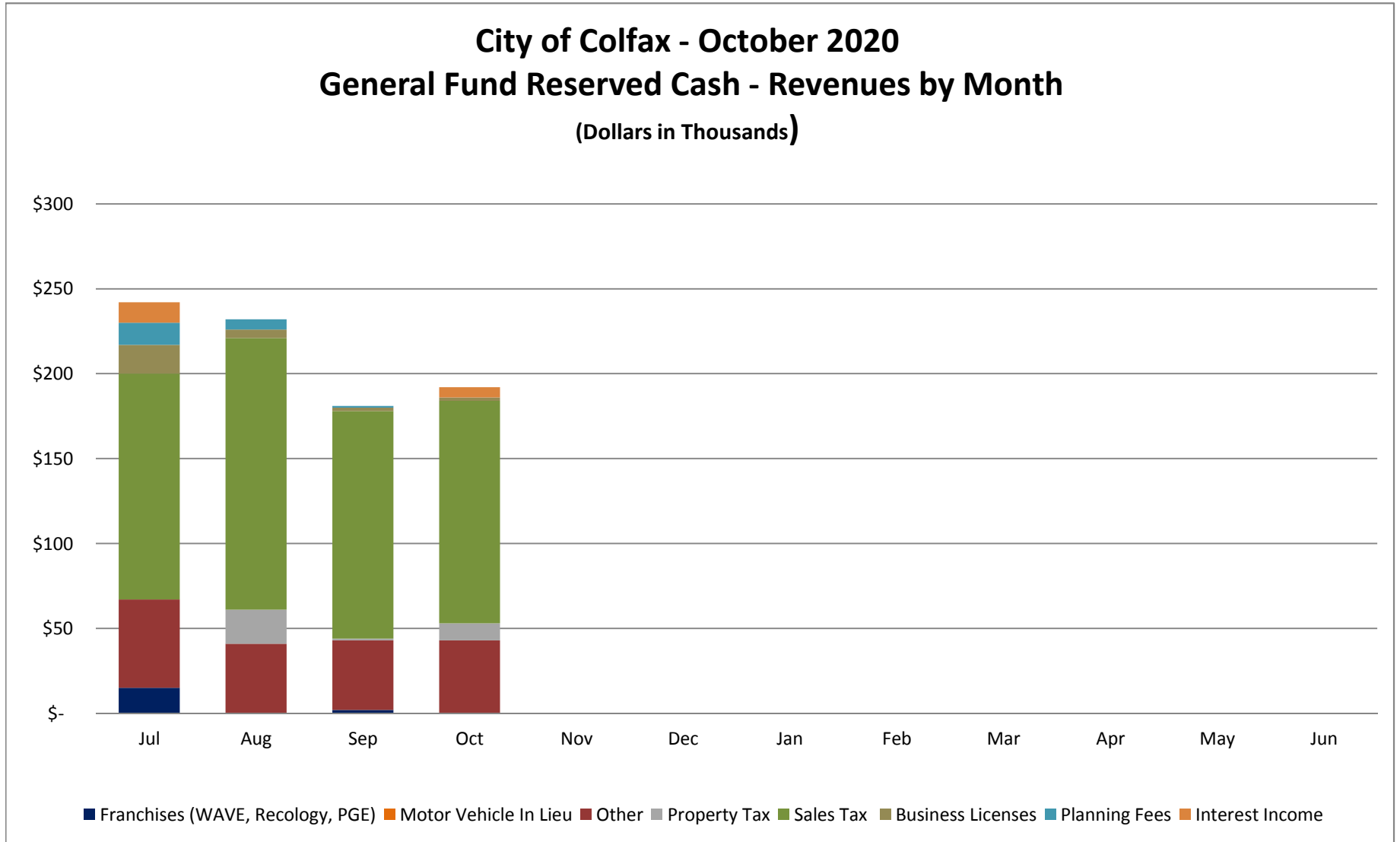
City of Colfax - October 2020 General Fund Reserved Cash Analysis (Dollars in Thousands)

Fiscal Year 2020-21 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402								
Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
*Reserves (Ops, Cap, Pen)	\$695	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830
Budget FY2020-21	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311	\$2,311





**City of Colfax
Cash Summary
October 31, 2020**

	Balance 09/30/2020	Revenues In	Expenses Out	Transfers	Balance 10/31/2020
US Bank	\$ 175,644.51	\$ 531,055.08	\$ (995,356.09)	\$ 400,000.00	\$ 111,343.50
LAIF	\$ 7,274,094.69	\$ 15,387.50		\$ (400,000.00)	\$ 6,889,482.19
Total Cash - General Ledger	<u>\$ 7,449,739.20</u>	<u>\$ 546,442.58</u>	<u>\$ (995,356.09)</u>	<u>\$ -</u>	<u>\$ 7,000,825.69</u>
 Petty Cash (In Safe)	 \$ 300.00				 \$ 300.00
Total Cash	<u>\$ 7,450,039.20</u>	<u>\$ 546,442.58</u>	<u>\$ (995,356.09)</u>	<u>\$ -</u>	<u>\$ 7,001,125.69</u>

Change in Cash Account Balance - Total \$ (448,913.51)

Attached Reports:

- 1. Cash Transactions Report (By Individual Fund)
- 2. Check Register Report (Accounts Payable) \$ (913,859.02)
- 3. Cash Receipts - Daily Cash Summary Report \$ 382,214.98
 - Payroll Checks and Tax Deposits \$ (53,427.99)
 - Utility Billings - Receipts \$ 140,638.52
 - Check - Voided in November \$ (19,867.50)
 - LAIF - Quarterly Interest \$ 15,387.50
 - \$ (448,913.51) \$ -

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

Reviewed by: Wes Heathcock, City Manager
Wes Heathcock, City Manager

City of Colfax
Cash Transactions Report - October 2020

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 2,322,572.08	\$ 172,518.23	\$ (169,844.84)	\$ 2,325,245.47
Fund: 120 - Land Development Fees	\$ 83,391.62	\$ 4,699.64	\$ (5,480.90)	\$ 82,610.36
Fund: 570 - Garbage Fund	\$ (20,065.08)	\$ 14,403.75	\$ -	\$ (5,661.33)
Fund Type: 1.11 - General Fund - Unassigned	\$ 2,385,898.62	\$ 191,621.62	\$ (175,325.74)	\$ 2,402,194.50
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ (10,660.51)	\$ 406.00	\$ -	\$ (10,254.51)
Fund: 205 - Escrow Funds	\$ 3,237.00	\$ -	\$ -	\$ 3,237.00
Fund: 571 - AB939 Landfill Diversion	\$ 25,717.26	\$ -	\$ -	\$ 25,717.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 771,606.71	\$ 21,023.29	\$ (3,241.62)	\$ 789,388.38
Fund Type: 1.14 - General Fund - Restricted	\$ 789,900.46	\$ 21,429.29	\$ (3,241.62)	\$ 808,088.13
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 201 - CARES Act Funding	\$ 23,766.56	\$ 25,033.54	\$ -	\$ 48,800.10
Fund: 203 - CARES Act Funding - CDBG	\$ (445.00)	\$ -	\$ -	\$ (445.00)
Fund: 210 - Mitigation Fees - Roads	\$ 230,665.01	\$ 465.06	\$ -	\$ 231,130.07
Fund: 211 - Mitigation Fees - Drainage	\$ 4,440.25	\$ 9.00	\$ -	\$ 4,449.25
Fund: 212 - Mitigation Fees - Trails	\$ 66,723.79	\$ 134.88	\$ -	\$ 66,858.67
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 143,646.16	\$ 280.02	\$ (1,000.00)	\$ 142,926.18
Fund: 214 - Mitigation Fees - City Bldgs	\$ 50,033.14	\$ 100.08	\$ -	\$ 50,133.22
Fund: 215 - Mitigation Fees - Vehicles	\$ 10,444.03	\$ 20.93	\$ -	\$ 10,464.96
Fund: 217 - Mitigation Fees - DT Parking	\$ 31,746.25	\$ 64.29	\$ -	\$ 31,810.54
Fund: 218 - Support Law Enforcement	\$ (25,000.00)	\$ 68,703.39	\$ -	\$ 43,703.39
Fund: 244 - CDBG Program Inc - ME Lending	\$ 608.11	\$ -	\$ -	\$ 608.11
Fund: 250 - Streets - Roads/Transportation	\$ (41,444.96)	\$ -	\$ (16,115.58)	\$ (57,560.54)
Fund: 253 - Gas Taxes	\$ 12,530.69	\$ 4,838.86	\$ (1,223.21)	\$ 16,146.34
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 292,828.97	\$ 4,375.88	\$ -	\$ 297,204.85
Fund: 270 - Beverage Container Recycling	\$ 18,975.55	\$ 38.67	\$ -	\$ 19,014.22
Fund: 280 - Oil Recycling	\$ 3,741.51	\$ 7.63	\$ -	\$ 3,749.14
Fund: 292 - Fire Department Capital Funds	\$ 90,262.56	\$ 183.90	\$ -	\$ 90,446.46
Fund: 342 - Fire Construction - Mitigation	\$ 50,344.96	\$ 99.50	\$ -	\$ 50,444.46
Fund: 343 - Recreation Construction	\$ 50,345.43	\$ 99.50	\$ -	\$ 50,444.93
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 1,014,213.01	\$ 104,455.13	\$ (18,338.79)	\$ 1,100,329.35
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - FY2021 ADA Project	\$ (12,127.50)	\$ -	\$ -	\$ (12,127.50)
Fund: 357 - Culver Street Phase II	\$ -	\$ -	\$ -	\$ -
Fund: 365 - Kneeland Street Improv	\$ (3,724.80)	\$ -	\$ -	\$ (3,724.80)
Fund: 367 - SB2 - Planning Grant	\$ (41,293.79)	\$ -	\$ (4,479.08)	\$ (45,772.87)
Fund: 358 - CDBG Pavement	\$ (47,024.01)	\$ -	\$ (27,219.93)	\$ (74,243.94)
Fund: 385 - Roundabout	\$ (79,155.99)	\$ 79,155.99	\$ -	\$ -
Fund Type: 1.34 - Capital Projects - Restricted	\$ (183,326.09)	\$ 79,155.99	\$ (31,699.01)	\$ (135,869.11)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,305,191.10	\$ 95,208.31	\$ (299,665.49)	\$ 1,100,733.92
Fund: 561 - Sewer Liftstations	\$ 276,982.31	\$ 14,960.35	\$ (11,982.87)	\$ 279,959.79
Fund: 563 - Wastewater Treatment Plant	\$ 1,358,157.33	\$ 38,844.67	\$ (438,973.80)	\$ 958,028.20
Fund: 564 - Sewer Connections	\$ 280,412.40	\$ -	\$ (1,061.77)	\$ 279,350.63
Fund: 567 - Inflow & Infiltration	\$ -	\$ -	\$ -	\$ -
Fund: 573 - WWTP Planning Grant	\$ (78,479.91)	\$ -	\$ (15,067.00)	\$ (93,546.91)
Fund: 574 - OES PSPS Grant	\$ 301,058.01	\$ 613.38	\$ -	\$ 301,671.39
Fund: 585 - LS #5 Force Main Repairs	\$ (1,268.00)	\$ -	\$ -	\$ (1,268.00)
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,442,053.24	\$ 149,626.71	\$ (766,750.93)	\$ 2,824,929.02
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 999.96	\$ 153.84	\$ -	\$ 1,153.80
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 999.96	\$ 153.84	\$ -	\$ 1,153.80
Grand Totals:	\$ 7,449,739.20	\$ 546,442.58	\$ (995,356.09)	\$ 7,000,825.69

Check Register Report

Check Register - October 2020

Date: 11/09/2020

Time: 9:48 am

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
56256	10/06/2020	Reconciled		10/31/2020	03141	CALPERS	HEALTH PREMIUMS OCT 2020	6,250.17
56257	10/06/2020	Reconciled		10/31/2020	03121	CALIFORNIA BUILDING	Q3 2020 GREEN FEES COLLECTED	79.20
56258	10/06/2020	Reconciled		10/31/2020	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE AUG 2020	399.72
56259	10/06/2020	Reconciled		10/31/2020	04234	DE LAGE LANDEN FINANCIAL	COPY MACH LEASE SEPT 2020	399.72
56260	10/06/2020	Reconciled		10/31/2020	04250	DEPARTMENT OF CONSERVATION	Q3 2020 SMIP FEES COLLECTED	219.54
56261	10/06/2020	Reconciled		10/31/2020	04532	DIVISION OF STATE ARCHITECTURE	Q3 2020 SB1186 FEES COLLECTED	54.00
56262	10/06/2020	Reconciled		10/31/2020	08170	HILLS FLAT LUMBER CO	STMT 9/25/20	715.54
56263	10/06/2020	Reconciled		10/31/2020	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS SEPT 2020	10,535.37
56264	10/06/2020	Reconciled		10/31/2020	16161	PLACER COUNTY EXECUTIVE OFFICE	Q3 2020 CAP FAC IMPACT FEES	24,121.03
56265	10/06/2020	Printed			16740	POWER PROTECTION PLUS, INC	DEPOT SECURITY SYSTEM RPR	240.00
56266	10/06/2020	Reconciled		10/31/2020	19070	SCORE - SMALL CITIES ORGANIZED	Q2 20/21 WORKERS COMP INSURANC	18,771.45
56267	10/06/2020	Reconciled		10/31/2020	19396	SIERRA SAFETY COMPANY	ST SIGN SUPPLIES	1,036.41
56268	10/06/2020	Reconciled		10/31/2020	19743	WILL STOCKWIN	OCT 2020 COLFAX CONN EDITING	300.00
56269	10/06/2020	Printed			19696	SWRCB	SRF FINANCING AGMT 118529-19-6	438,973.80
56270	10/06/2020	Reconciled		10/31/2020	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS SEPT 2020	6,393.75
56271	10/06/2020	Reconciled		10/31/2020	23218	WENDEL ROSEN	LEGAL SVCS AUG 2020	29,891.33
56272	10/06/2020	Reconciled		10/31/2020	23450	WINNER CHEVROLET, INC.	PW VEHICLE RPR	762.37
56273	10/15/2020	Reconciled		10/31/2020	01414	ALHAMBRA & SIERRA SPRINGS	WWTP/CITY HALL WATER	169.64
56274	10/15/2020	Reconciled		10/31/2020	01460	ARAMARK	UNIFORM SVCS SEPT 2020	537.62
56275	10/15/2020	Reconciled		10/31/2020	03446	CITY OF FOSTER CITY	CPO & OP II JOB POSTINGS	1,020.00
56276	10/15/2020	Reconciled		10/31/2020	03493	COASTLAND CIVIL ENGINEERING	ENG SVCS SEPT 2020	3,967.50
56277	10/15/2020	Reconciled		10/31/2020	3652	CRAWFORD & ASSOCIATES INC.	CDGB ROAD REHAB GEOTECHNICAL	27,219.93
56278	10/15/2020	Reconciled		10/31/2020	5215	ENGINEERED SOIL REPAIRS, INC	WWTP POND 3 FISSURE RPRS	246,404.30
56279	10/15/2020	Reconciled		10/31/2020	07460	GOLD COUNTRY MEDIA	OPERATOR II & CPO JOB POSTINGS	776.64
56280	10/15/2020	Reconciled		10/31/2020	07465	GOLD MINER PEST CONTROL	FIRE STATION 36 PEST CONTROL	74.00
56281	10/15/2020	Reconciled		10/31/2020	07570	GRAINGER	WWTP BATTERIES	11.15
56282	10/15/2020	Reconciled		10/31/2020	08086	HBE RENTALS	CHIPPER RENTAL CANYON WAY	175.00
56283	10/15/2020	Reconciled		10/31/2020	08086	HBE RENTALS	CITY LAWN CARE	138.20
56284	10/15/2020	Reconciled		10/31/2020	08086	HBE RENTALS	ST SIGN RPR	41.40
56285	10/15/2020	Reconciled		10/31/2020	08660	HUNT AND SONS, INC.	PW/WWTP FUEL	596.56
56286	10/15/2020	Reconciled		10/31/2020	11105	KOFF & ASSOCIATES	HR SVCS SEPT 2020	155.00
56287	10/15/2020	Reconciled		10/31/2020	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	130.89
56288	10/15/2020	Reconciled		10/31/2020	14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	89.66
56289	10/15/2020	Reconciled		10/31/2020	16035	PG&E	ELECTRICITY	18,904.39
56290	10/15/2020	Reconciled		10/31/2020	03580	PLACER COUNTY HHS	Q1 2020 ANIMAL & FIELD SVCS	5,768.32
56291	10/15/2020	Reconciled		10/31/2020	16202	PLACER COUNTY OES FISCAL UNIT	Q1 20/21 FIRE MARSHALL SVCS	6,477.80
56292	10/15/2020	Reconciled		10/31/2020	16559	PLAZA TIRE AND AUTO SERVICE	ASPHALT TRAILER TIRE RPR	20.00
56293	10/15/2020	Reconciled		10/31/2020	18400	RIEBES AUTO PARTS	STMT 9/30/20	1,182.44
56294	10/15/2020	Reconciled		10/31/2020	19037	SAFE SIDE SECURITY	CORP YARD SECURITY OCT 2020	155.00
56295	10/15/2020	Reconciled		10/31/2020	19474	SIMPSON & SIMPSON	KNEELAND ST MANHOLE REPLACE	990.00
56296	10/15/2020	Reconciled		10/31/2020	19650	STATE BOARD OF EQUALIZATION	Q1 2020 SELF ASSESSED SALES TA	141.00
56297	10/15/2020	Reconciled		10/31/2020	20054	TARGET SPECIALTY PRODUCTS	LAWN CARE SUPPLIES	15.93
56298	10/15/2020	Reconciled		10/31/2020	22134	VISION QUEST	TECH SUPPORT NOV 2020	1,621.00

Attachment 2c

Check Register Report

Item 6C

Check Register - October 2020

Date: 11/09/2020

Time: 9:48 am

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
56299	10/15/2020	Reconciled		10/31/2020	22134	VISION QUEST	TECH SUPPORT OCT 2020	41.33
56300	10/15/2020	Reconciled		10/31/2020	22134	VISION QUEST	WWTP ROUTER	225.00
56301	10/15/2020	Reconciled		10/31/2020	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	220.77
56302	10/15/2020	Reconciled		10/31/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	120.99
56303	10/15/2020	Reconciled		10/31/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	415.27
56304	10/15/2020	Reconciled		10/31/2020	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	79.31
56305	10/15/2020	Void	11/03/2020		23218	WENDEL ROSEN	LEGAL SVCS SEPT 2020	0.00
56306	10/15/2020	Reconciled		10/31/2020	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL SEPT 2020	448.89
56307	10/26/2020	Printed			1161	49ER WATER SERVICES	Q3 2020 PRIORITY POLL TESTING	7,278.00
56308	10/26/2020	Printed			01270	ADAMS ASHBY GROUP, INC.	CDBG CARES GRANT APP	1,500.00
56309	10/26/2020	Reconciled		10/31/2020	01766	AT&T MOBILITY	CITY CELL PHONES	834.64
56310	10/26/2020	Printed			02901	BUREAU VERITAS NORTH AMERICA	SHADOW WOOD PLAN REVISION	905.00
56311	10/26/2020	Printed			02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS SEPT 2020	5,822.50
56312	10/26/2020	Reconciled		10/31/2020	03562	COMMERCIAL PUMP SERVICE, INC	WWTP PUMP RPR	240.00
56313	10/26/2020	Printed			04592	DACOMM	WWTP INTERNET	99.95
56314	10/26/2020	Reconciled		10/31/2020	08070	HANSEN BROS. ENTERPRISE	BARK FOR FLOWER BEDS	424.71
56315	10/26/2020	Reconciled		10/31/2020	08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	109.28
56316	10/26/2020	Reconciled		10/31/2020	16300	PCWA -PLACER COUNTY	CITY WATER	2,547.90
56317	10/26/2020	Printed			16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEMEN	4,479.08
56318	10/26/2020	Printed			16750	PR DIAMOND PRODUCTS, INC.	VIBRATION PLATE FOR ASPHALT	1,992.54
56319	10/26/2020	Printed			18295	RETAIL STRATEGIES	ECONOMIC DEVELOPMENT CONSULT	5,000.00
56320	10/26/2020	Reconciled		10/31/2020	18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS SEPT 2020	3,888.00
56321	10/26/2020	Reconciled		10/31/2020	01790	SIERRA OFFICE PRODUCTS	OFFICE PRODUCTS	153.20
56322	10/26/2020	Printed			19782	SUNDOWNER TRAILERS OF CA	RIDING MOWER TRAILER	3,118.10
56323	10/26/2020	Reconciled		10/31/2020	19808	SYAR INDUSTRIES, INC.	ASPHALT	1,097.17
56324	10/26/2020	Printed			20092	THUMBLER	PUBLIC RELATIONS CONSULTANT	518.50
56325	10/26/2020	Reconciled		10/31/2020	20391	TREGGAN MULLENIX	2020 BOOT ALLOWANCE	273.11
56326	10/26/2020	Reconciled		10/31/2020	22240	VULCAN MATERIALS COMPANY	ASPHALT	263.38
56327	10/26/2020	Reconciled		10/31/2020	23169	WAVE BUSINESS SOLUTIONS CORP	YARD INTERNET	54.90
56328	10/26/2020	Reconciled		10/31/2020	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	36.86
56329	10/26/2020	Reconciled		10/31/2020	23450	WINNER CHEVROLET, INC.	PW TRUCK RPR	41.37
56330	10/26/2020	Reconciled		10/31/2020	23451	WOOD RODGERS	2019 INSTRUMENTATION SURVEY	243.75
56331	10/26/2020	Reconciled		10/31/2020	23451	WOOD RODGERS	WWTP IMPROVEMENT PLAN SEPT	14,365.00
56332	10/26/2020	Reconciled		10/31/2020	23451	WOOD RODGERS	WWTP INSTRUMENTATION SURVEY	48.75
56334	10/30/2020	Reconciled		10/31/2020	2087	BASIC PACIFIC	FSA PLAN FEES OCT 2020	45.00
56335	10/30/2020	Printed			1434	STEWART TITLE	FINAL LOT OF ART PURCHASE DEP	1,000.00

Total Checks: 79

Checks Total (excluding void checks):

913,859.02

Total Payments: 79

Bank Total (excluding void checks):

913,859.02

Total Payments: 79

Grand Total (excluding void checks):

913,859.02

DAILY CASH SUMMARY REPORT

10/01/2020 - 10/31/2020

Page: 1

11/9/2020

10:13 am

City of Colfax

		Debit	Credit	Net Chng	
Fund: 100 - General Fund					
10/01/2020	Daily Totals	94.80	0.00	94.80	
10/02/2020	Daily Totals	2,198.00	0.00	2,198.00	
10/07/2020	Daily Totals	5,022.21	0.00	5,022.21	
10/08/2020	Daily Totals	56.50	0.00	56.50	
10/13/2020	Daily Totals	4,455.58	0.00	4,455.58	
10/15/2020	Daily Totals	13,584.30	202.44	13,381.86	
10/19/2020	Daily Totals	691.05	0.00	691.05	
10/21/2020	Daily Totals	790.84	0.00	790.84	
10/23/2020	Daily Totals	807.83	0.00	807.83	
10/26/2020	Daily Totals	130,504.36	0.00	130,504.36	
10/27/2020	Daily Totals	180.00	0.00	180.00	
10/28/2020	Daily Totals	19.50	0.00	19.50	
10/30/2020	Daily Totals	109.80	0.00	109.80	
Fund: 100 - General Fund		TOTALS:	158,514.77	202.44	158,312.33
Fund: 120 - Land Development Fees					
10/07/2020	Daily Totals	4,155.06	0.00	4,155.06	
10/21/2020	Daily Totals	544.58	0.00	544.58	
Fund: 120 - Land Development Fees		TOTALS:	4,699.64	0.00	4,699.64
Fund: 200 - Cannabis Application					
10/30/2020	Daily Totals	406.00	0.00	406.00	
Fund: 200 - Cannabis Application		TOTALS:	406.00	0.00	406.00
Fund: 201 - Covid Relief Funds					
10/13/2020	Daily Totals	25,001.00	0.00	25,001.00	
Fund: 201 - Covid Relief Funds		TOTALS:	25,001.00	0.00	25,001.00
Fund: 218 - Support Law Enforcement					
10/15/2020	Daily Totals	68,703.39	0.00	68,703.39	

DAILY CASH SUMMARY REPORT

Item 6C

10/01/2020 - 10/31/2020

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11/9/2020

10:13 am

City of Colfax

		Debit	Credit	Net Chng
Fund: 218 - Support Law Enforcement				
TOTALS:		68,703.39	0.00	68,703.39
Fund: 253 - Gas Taxes				
10/30/2020	Daily Totals	4,838.86	0.00	4,838.86
Fund: 253 - Gas Taxes				
TOTALS:		4,838.86	0.00	4,838.86
Fund: 258 - Road Maintenance - SB1/RSTBG				
10/22/2020	Daily Totals	3,644.42	0.00	3,644.42
Fund: 258 - Road Maintenance - SB1/RSTBG				
TOTALS:		3,644.42	0.00	3,644.42
Fund: 385 - CP - Roundabout Project				
10/15/2020	Daily Totals	79,155.99	0.00	79,155.99
Fund: 385 - CP - Roundabout Project				
TOTALS:		79,155.99	0.00	79,155.99
Fund: 560 - Sewer				
10/07/2020	Daily Totals	74.27	0.00	74.27
10/22/2020	Daily Totals	250.00	0.00	250.00
10/28/2020	Daily Totals	74.04	0.00	74.04
Fund: 560 - Sewer				
TOTALS:		398.31	0.00	398.31
Fund: 561 - Sewer Liftstations				
10/08/2020	Daily Totals	814.00	0.00	814.00
10/23/2020	Daily Totals	407.00	0.00	407.00
10/30/2020	Daily Totals	407.00	0.00	407.00
Fund: 561 - Sewer Liftstations				
TOTALS:		1,628.00	0.00	1,628.00
Fund: 570 - Garbage Fund				
10/19/2020	Daily Totals	14,403.75	0.00	14,403.75
Fund: 570 - Garbage Fund				
TOTALS:		14,403.75	0.00	14,403.75
Fund: 572 - Landfill Post Closure Mainten				
10/19/2020	Daily Totals	21,023.29	0.00	21,023.29

Limited to include: JE Types of: CR

Attachment 2d

DAILY CASH SUMMARY REPORT

Item 6C

10/01/2020 - 10/31/2020

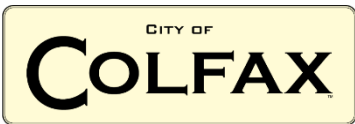
Page: 3

11/9/2020

10:13 am

City of Colfax

	Debit	Credit	Net Chng
Fund: 572 - Landfill Post Closure Mainten			
TOTALS:	21,023.29	0.00	21,023.29
GRAND TOTALS:	382,417.42	202.44	382,214.98



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Investment Report – Quarter ended 09/30/2020

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
--------	---------	------------	---------	----------

RECOMMENDED ACTION: Accept and File.

Summary/Background

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.

The City’s investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City’s allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six months financial obligations. The budget for fiscal year 2019-2020 reflects nearly \$4.2M in annual operating expenditures; therefore, our target for liquid short-term securities would be \$2.1M.

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

- The investments held at September 30, 2020 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City’s investment pool (US Bank and LAIF) to be the rate of .77% for the quarter ended September 30, 2020.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period October 1, 2020 through March 31, 2021.

Historically, due to fluctuations in fund balances, investment opportunities outside the corporate checking and LAIF accounts have been somewhat limited. With several years of solid funding levels, the City staff has reviewed additional investment opportunities. We have seriously considered the process of opening an account for some short-term Certificates of Deposit (CD) investments. In recent months, the rates for CD's have dropped creating a narrow gap between the two investment options. Staff will continue to review for opportunities, but at this time will continue with the current investment structure.

Attachments:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 09/30/2020)
3. State of California – PMIA Average Monthly Effective Yields
4. Resolution 29-2014

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2020-2021
Report Date: 09/30/2020

Quarter Ended 09/30/2020					
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	\$ 7,274,095	96%	0.80%
Corporate Checking	US Bank	N/A	\$ 290,744	4%	0.16%
Total Investment Pool			\$ 7,564,839	100%	0.77%



PMIA/LAIF Performance Report
as of 10/14/20



PMIA Average Monthly
Effective Yields⁽¹⁾

Sep	0.685
Aug	0.784
Jul	0.920

Quarterly Performance
Quarter Ended 09/30/20

LAIF Apportionment Rate ⁽²⁾ :	0.84
LAIF Earnings Ratio ⁽²⁾ :	0.00002309407394024
LAIF Fair Value Factor ⁽¹⁾ :	1.004114534
PMIA Daily ⁽¹⁾ :	0.65%
PMIA Quarter to Date ⁽¹⁾ :	0.80%
PMIA Average Life ⁽¹⁾ :	169

Pooled Money Investment Account
Monthly Portfolio Composition ⁽¹⁾
09/30/20
\$109.2 billion

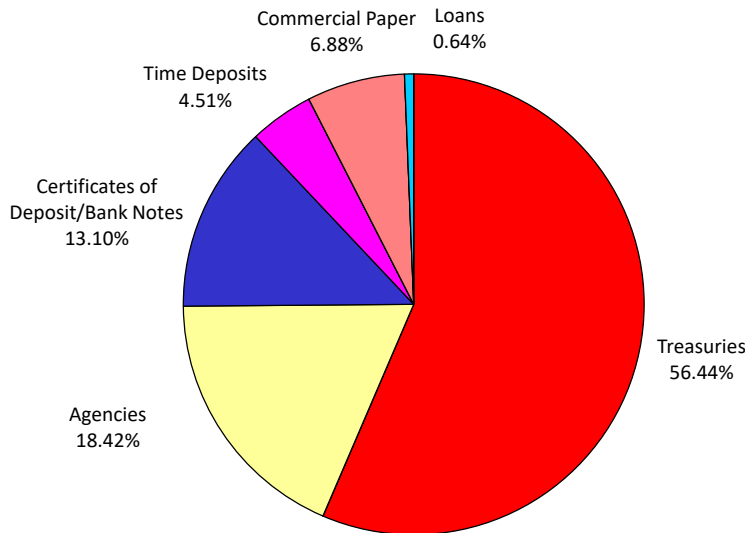


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



California State Treasurer
Fiona Ma, CPA



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[Home](#) ->> [PMIA](#) ->> PMIA Average Monthly Effective Yields



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	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620		

**City of Colfax
City Council**

Resolution № 29-2014

**AFFIRMING ADMINISTRATIVE POLICIES AND PROCEDURES FOR FINANCIAL
MANAGEMENT, INVESTMENT AND WHISTLEBLOWERS**

Whereas, the Colfax City Council has determined that the administrative policies for financial management, investment and whistleblowers are important to the smooth and consistent financial operations of the City; and,

Whereas, these policies have not been updated for several years; and

Whereas, the annual independent audit recommended such policies be updated and in place; and,

Whereas, the Council has reviewed the attached policies,

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the administrative policies attached hereto are hereby affirmed.

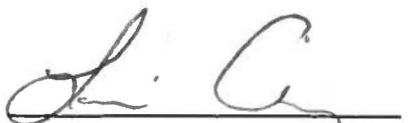
Passed and Adopted this 8th day of October by the following vote:

Ayes: Douglass, Hesch, McKinney, Parnham
Noes: None
Absent: Barkle



Tony Hesch, Mayor

ATTEST:



Lorraine Cassidy, City Clerk

**CITY OF COLFAX
ADMINISTRATIVE POLICIES AND PROCEDURES**

Subject: Investment Policy
Effective Date: October 8, 2014
Resolution: Resolution No. 29-2014

SCOPE AND AUTHORITY

The purpose of this policy is to establish a prudent and systematic Investment Policy, and to organize and formalize investment-related activities.

The City's Investment Policy is authorized under the California Government Code, section 53600, et, seq.as it applies to the investment of public funds.

It is intended that this policy cover all funds and investment activities under the direct authority of the City of Colfax. Investments authorized by Fiscal Agents pursuant to bonded debt are controlled by the terms and conditions of the specific bond, and may not necessarily coincide with the Investment Policy outlined herein. Investments must conform to Government Code Section 53600.5 concerning safekeeping of purchased securities by financial advisers, fiscal agent, or consultants. Wherever practical, investments made by a Fiscal Agent on behalf of the City will be consistent with this Policy.

INVESTMENT OBJECTIVES

Safety – It is the primary duty and responsibility of the City Staff to protect, preserve and maintain cash and investments on behalf of the citizens of Colfax.

Liquidity – An adequate percentage of the City's investment portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets is highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

Yield – Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

- A. The overall yield should be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash flow characteristics of the portfolio, and State and local laws, ordinances or resolutions that restrict investments.

Public Trust – All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust.

Diversification – The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

- A. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

Prudence – The City adheres to the "prudent person rule" which obligates a fiduciary to insure that: "...investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment considering the probable safety of their capital as well as the probable income to be derived."

INVESTMENT STRATEGY

The most effective method of increasing investment yields without sacrificing safety is to extend the investment horizon commensurate with the City's cash requirements. To that end, improved cash forecasting and management is the preferred investment strategy for the City.

- A. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

ALLOWABLE INVESTMENT INSTRUMENTS

The Government Code, Sections 53601, 53601.1 and 53635 shall govern the City's allowable investments, and the length of those investments, unless specifically limited by this policy. Although the maximum maturity for any deposit or investment is five years, most investments should be for no longer than 2-3 years. All investments of City funds shall be made in accordance with California Government Code Sections 53601, et seq. and 53635 et seq., or in accordance with California Government Code 16429.1 authorizing investments into the State Local Agency Investment Fund (LAIF). Investments will be authorized by the City Manager, City Treasurer, Finance Director or Mayor only.

REPORTING REQUIRMENTS

City staff shall submit a quarterly investment report to the City Council. The report must be submitted to the City Manager for the agenda within 30 days following the end of the month covered by the report, and is required under Government Code Section 53646. 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.

Staff shall also submit the above information annually to the external auditors.

Periodic reports shall be prepared as required by circumstances or as directed by Council. Such circumstances include, but are not limited to, notification that any City investment may be in jeopardy or a sudden and significant drop in the current market value of any City investment.

INTERNAL CONTROLS AND GENERAL GUIDELINES

A system of internal control shall be implemented to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City.

Controls deemed most important include:

- The control of collusion and separation of duties;
- Custodial safekeeping of funds invested or on deposit;
- Minimizing the number of authorized Investment Officers; and
- Written documentation of procedures and transactions.

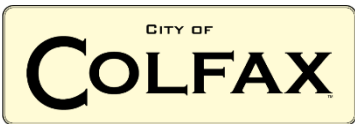
In selecting financial institutions for the deposit or investment of City funds, the City shall consider the credit-worthiness of the institution. Such credit-worthiness shall be monitored on a regular basis throughout the period in which City funds are deposited or invested.

- A. Any deposit or investment of funds shall be in writing, signed by the City and the authorized representative of the institution.
- B. All transfers must be made by authorized personnel and properly logged and documented.

City staff shall encourage peer review of the City's investments and investment practices. In addition, the City's cash management and investment practices shall be included in any outside financial audit of the City.

An annual Cash Flow Forecast may be prepared by the City, and would be used to assist in the development of the annual operating budget for the City.

This Investment Policy shall be reviewed by the City Council on an annual basis as part of the budget process.



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Fiscal Year 2020-2021 Local Transportation Funds and State Transit Assistance Funds Claim Documentation

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to file claims or execute agreements for: Local Transportation Funds in the amount of \$93,867 for streets and roads purposes (Article 8 – Section 99400 of the California Public Utilities Code), and State Transit Assistance Funds of \$8,317 for transit services (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).

Summary/Background

Staff has completed the required Claim Documentation for Local and State Transportation Funds for the City allocation for Fiscal Year 2020-2021. The total amount allocated and requested is \$102,184 which is 33% less than last fiscal year (\$152,684) and 16% lower than the fiscal year 2020-2021 adopted budget (\$122,000). The decrease in funding is directly attributable to the COVID-19 Sales Tax impact in previous fiscal year – and forecast for current fiscal year. The impact to the City of Colfax will be further analyzed at the mid-year budget review.

Staff recommends approval of the Resolution and immediate submittal of claim forms for available funding.

Attachments

1. PCTPA – Final Findings of Apportionment for FY2020-2021
2. TDA Compliance Checklist
3. TDA Claim Worksheet
4. Claim for Local Transportation Funds – Transit Purposes
5. Claim for Local Transportation Funds – Streets and Road Purposes
6. TDA Annual Project and Financial Plan
7. Copy of Agreement with Placer County for Transit Services
8. Resolution __-2020



MEMORANDUM

TO: PCTPA Board of Directors **DATE:** September 23, 2020

FROM: Aaron Hoyt, Senior Planner
Mike Luken, Executive Director

SUBJECT: Fiscal Year 2020/21 Final Findings of Apportionment for the Local Transportation Fund

ACTION REQUESTED

1. Receive a presentation by HDL and Staff on the FY 2019/20 Local Transportation Fund and revenue projections for the Local Transportation Fund for FY 2020/21.
2. Approve the Fiscal Year FY 2020/21 Final Findings of Apportionment for the Local Transportation Fund (LTF).

BACKGROUND

As the Regional Transportation Planning Agency (RTPA) for Placer County, PCTPA is responsible for the administration of the Transportation Development Act (TDA) funds. The TDA was established in 1971 to provide transportation funding through the Local Transportation Fund (LTF) derived from ¼ cent of the general sales tax collected statewide and the State Transit Assistance (STA) fund derived from the statewide sales of diesel fuel. LTF funds make up a significant share of PCTPA's member agency revenues and are the primary funding source for PCTPA. LTF funds are allocated for specific transportation uses as prioritized by the TDA and intended for public transportation uses prior to those for alternative transportation modes, streets and roads.

DISCUSSION

Staff has been tracking the impact of the COVID-19 pandemic on FY 2019/20 LTF claims and upcoming FY 2020/21 tax revenues. When COVID-19 began, staff estimated a 20% reduction in FY 2020/21 tax revenues. Prior to COVID 19, the LTF was tracking 1% down for the months of October through December 2019 and by the end of March 2020 was tracking 3% down overall. By the end of June 2020, LTF revenues were down a total of 5.6% for the fiscal year. While this appears to be a positive signal moving into FY 2020/21, uncertainties surrounding the full reopening of Placer County businesses, the unemployment rate, and a possible second round of the federal payroll protection program will influence the economic recovery and sales tax collections for FY 2020/21. The California Department of Tax and Fee Administration (CDTFA) also changed their LTF payment methodology to incorporate the ability for businesses to defer sales tax payments which may over inflate certain monthly payments during the current economic situation.

PCTPA is working with HDL Companies, who is also providing sales tax advisory services for the City of Rocklin, City of Lincoln, Placer County and for PCTPA for the 2020 and 2022 Funding Strategy outreach programs. The City of Roseville utilizes MuniServices who provides similar advisory services and has worked closely with HDL. Like other MPO's and RTPA's around the state, we are utilizing HDL at a much higher level to better assess the FY 2020/21

**PCTPA Board of Directors
FY 2020/21 FINAL FINDINGS OF APPORTIONMENT
September 23, 2020
Page 2**

financial outlook and provide insight on the financial recovery timeline in Placer County. The final FY 2020/21 LTF Apportionment contained in Attachment 1 assumes a combination of an approximate \$772,000 shortfall and a negative 17% reduction in revenue compared to FY 2019/20. PCTPA and HDL will make a joint presentation at the September Board meeting providing more details on LTF tax revenues and an overall assessment of the Placer County sales tax generation for each business sector. This presentation will also inform the FY 2020/21 Overall Work Program Amendment #1 scheduled for the October Board meeting. The proposed findings of apportionment were presented to the Technical Advisory Committee on September 11, 2020. Like what was done in 2008-2009, staff will provide the Board a mid-year update in January or February on the status of the Local Transportation Fund, along with any adjustments that need to be made.

AH:LM:ML:ss

Attachment 1
PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA)

FINAL FINDINGS OF APPORTIONMENT FOR FY 2020/2021

LOCAL TRANSPORTATION FUND (LTF)

September 2020

		FY 2019/2020 Estimated Fund Balance Subtotal ⁽¹⁾	FY 2020/2021 Revenue Subtotal	FY 2020/2021 Apportionment Total
PLACER COUNTY LTF REVENUE ESTIMATE		(\$772,131)	\$20,748,016	\$19,975,885
TRPA Revenue Estimate ⁽²⁾	2.8369%		\$588,607	\$588,607
TRPA LTF Fund Balance		(\$26,589)		(\$26,589)
TRPA TOTAL			\$588,607	\$562,018
County Auditor Administrative Costs			\$264	\$264
BALANCE AVAILABLE FOR APPORTIONMENT BY TRPA				\$561,754
PCTPA Revenue Estimate	97.1631%		\$20,159,410	\$20,159,410
PCTPA LTF Fund Balance		(\$745,542)		(\$745,542)
PCTPA TOTAL			\$20,159,410	\$19,413,868
County Auditor Administrative Costs			\$8,736	\$8,736
PCTPA Administrative and Planning Costs ⁽³⁾			\$475,000	\$475,000
Pedestrian and Bicycle Allocation ⁽⁴⁾		(\$14,911)	\$393,513.48	\$378,603
Community Transit Service Article 4.5 Allocation ⁽⁵⁾		(\$29,225)	\$771,286	\$742,061
BALANCE AVAILABLE FOR APPORTIONMENT BY PCTPA		(\$701,406)	\$18,510,874	\$17,809,468

Apportionment of FY 2020/2021 PCTPA LTF Revenue Estimate by Jurisdiction					
Jurisdiction	Population January 1, 2020	Percent (%)	FY 2020/21 Allocation Subtotal	FY 2019/20 Carryover Apportionment ⁽⁶⁾	Revenue Apportionment
PLACER COUNTY	103,794	26.46%	\$4,898,097	(\$190,406)	\$4,707,691
AUBURN	14,594	3.72%	\$688,699	(\$26,217)	\$662,482
COLFAX	2,152	0.55%	\$101,554	(\$3,776)	\$97,778
LINCOLN	49,317	12.57%	\$2,327,297	(\$87,942)	\$2,239,355
LOOMIS	6,888	1.76%	\$325,049	(\$12,545)	\$312,503
ROCKLIN	70,350	17.93%	\$3,319,856	(\$126,145)	\$3,193,711
ROSEVILLE	145,163	37.01%	\$6,850,323	(\$254,375)	\$6,595,948
TOTAL	392,258	100.00%	\$18,510,874	(\$701,406)	\$17,809,468

Apportionment of FY 2020/2021 PCTPA LTF Revenue Estimate Available to Claimant			
Jurisdiction	Revenue Apportionment	Planning Contribution ⁽⁷⁾	Available to Claimant ⁽⁸⁾
PLACER COUNTY	\$4,707,691	(\$188,308)	\$4,519,383
AUBURN	\$662,482	(\$26,499)	\$635,983
COLFAX	\$97,778	(\$3,911)	\$93,867
LINCOLN	\$2,239,355	(\$89,574)	\$2,149,781
LOOMIS	\$312,503	(\$12,500)	\$300,003
ROCKLIN	\$3,193,711	(\$127,748)	\$3,065,963
ROSEVILLE	\$6,595,948	(\$263,838)	\$6,332,110
TOTAL	\$17,809,468	(\$712,379)	\$17,097,090

NOTES:

- 1) FY 2019/2020 LTF balance based on August 26, 2020 Final LTF Fund Estimate provided by the Placer County Auditor.
- 2) Tahoe Regional Planning Agency receives funds proportional to its population within Placer County (see box below).
- 3) Apportioned per Section 7.1 PCTPA Rules & Bylaws for FY 2020/2021 Final Overall Work Program and Budget, May 27, 2020.
- 4) Pedestrian and Bicycle Allocation is 2% of the remaining apportionment, per PCTPA Board direction.
- 5) Community Transit Service Article 4.5 allocation is up to 5% of the remaining apportionment, per PCTPA Board direction.
FY 2020/2021 Article 4.5 allocation is set at 4%.
- 6) FY 2019/20 carryover apportionment (see next page) uses May 2019 DOF population estimates.
- 7) PCTPA receives 4% of apportionment for regional planning purposes and implementation of FAST-Act planning requirements.
- 8) Assumed 17.16% negative growth rate in addition to the actual shortfall for FY 19/20.

January 1, 2020 DOF Population Estimates ¹		
TRPA Population ²	11,453	2.8369%
PCTPA Population	392,258	97.1631%
TOTAL	403,711	100.00%

Sources:

1. Table E-1: City/County Population Estimates January 1, 2019 to January 1, 2020, DOF, May 1, 2020.
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2020, DOF, May 15, 2020.

**Calculation of FY 2019/20 PCTPA LTF Carryover
Using 2019 Population - Western Slope**

Amount of FY 2019/2020 Carryover: **(\$701,406)**

POPULATION			
JURISDICTION	January 1, 2019	PERCENT	ALLOCATION
PLACER COUNTY	104,526	27.15%	(\$190,406)
AUBURN	14,392	3.74%	(\$26,217)
COLFAX	2,073	0.54%	(\$3,776)
LINCOLN	48,277	12.54%	(\$87,942)
LOOMIS	6,887	1.79%	(\$12,545)
ROCKLIN	69,249	17.98%	(\$126,145)
ROSEVILLE	139,643	36.27%	(\$254,375)
TOTAL	385,047	100.00%	-\$701,406

Sources:

1. Table E-1: City/County Population Estimates January 1, 2018 to January 1, 2019, DOF, May 1, 2019.
2. FY 2019/2020 LTF balance based on August 26, 2020 Revised LTF Fund Estimate provided by the Placer County Auditor.

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FY 2020/21 STATE TRANSIT ASSISTANCE (STA) FUND FINAL ALLOCATION ESTIMATE
(EXCLUDING TAHOE BASIN)
September 2020**

PUC 99313 Allocation	\$1,644,974
PUC 99314 Allocation	\$239,940
Total STA Allocation ⁽¹⁾	\$1,884,914
FY 2019/20 99313 Shortfall Adjustment ⁽²⁾	(\$63,190)
4 Percent Allocation of PUC 99313 to WPCTSA ⁽³⁾	\$65,799
Total PUC 99313 Allocation Available to Jurisdictions	\$1,515,985

FY 2020/2021 Jurisdiction PUC Section 99313 STA Fund Allocation

Jurisdiction	January 2020 Population ⁽⁴⁾	PUC 99313 Population Percentage	PUC 99313 Population Allocation
Placer County	103,794	26.46%	\$401,140
Auburn	14,594	3.72%	\$56,402
Colfax	2,152	0.55%	\$8,317
Lincoln	49,317	12.57%	\$190,599
Loomis	6,888	1.76%	\$26,621
Rocklin	70,350	17.93%	\$271,886
Roseville	145,163	37.01%	\$561,021
TOTAL	392,258	100.00%	\$1,515,985

Notes: (1) 2020/2021 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, August 1, 2020.

(2) FY 2019/2020 shortfall based on Placer County Auditor, September 1, 2020.

(3) 4% of unencumbered PUC 99313 Allocation is allocated to WPCTSA.

(4) Table E-1: City/County Population Estimates January 1, 2019 to January 1, 2020, DOF, May 1, 2020.

PUC = Public Utilities Code

FY 2020/2021 Jurisdiction PUC 99314 STA Final Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Basis ⁽⁵⁾	PUC 99314 Fare Revenue Percentage	PUC 99314 Fare Revenue Allocation	PUC 99314 FY 2019/20 Adjustment ⁽⁶⁾	PUC 99314 Fare Revenue Allocation	Total Jurisdiction Allocation
Placer County	\$5,410,141	81.9%	\$196,451	(\$50,405)	\$146,046	\$547,186
Auburn	\$21,830	0.3%	\$793	(\$240)	\$553	\$56,955
Colfax	\$0	0.0%	\$0	\$0	\$0	\$8,317
Lincoln	\$0	0.0%	\$0	\$0	\$0	\$190,599
Loomis	\$0	0.0%	\$0	\$0	\$0	\$26,621
Rocklin	\$0	0.0%	\$0	\$0	\$0	\$271,886
Roseville	\$1,175,827	17.8%	\$42,696	(\$13,644)	\$29,052	\$590,073
TOTAL	\$6,607,798	100.0%	\$239,940	(\$64,289)	\$175,651	\$1,691,636

Notes: (5) 2020/2021 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, August 1, 2020.

(6) Adjustments to reconcile difference in 4th Quarter State Transit Assistance Allocation to adopted estimates, State Controller's Office, August 24, 2020.

CALCULATION of FY 2020/21
PUC 99314 REVENUE BASIS ALLOCATION

99314.8 Allocation: \$ 239,940

Entity / Operator	Fare Revenue Basis ⁽¹⁾	Fare Revenue Percentage	Fare Revenue Allocation
Placer County	\$ 5,410,141	81.9%	\$ 196,451
Auburn	\$ 21,830	0.3%	\$ 793
Colfax	\$ -	0.0%	\$ -
Lincoln	\$ -	0.0%	\$ -
Loomis	\$ -	0.0%	\$ -
Rocklin	\$ -	0.0%	\$ -
Roseville	\$ 1,175,827	17.8%	\$ 42,696
Sub-Total Allocation 99314	\$ 6,607,798	100.0%	\$ 239,940

Source: (1) 2020/2021 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, August 1, 2020.

Transit Operating Expenses:	enter text.	+	
Capital Purchases/Reserves:	enter text.	=	LTF spent in most
Subtotal:	enter text.	-	recent fiscal year
Federal Revenues:	enter text.	=	cannot exceed
STA Revenues:	enter text.	-	result below.
Total:	enter text.	* 0.5=	enter text.

8. Is there a prohibition on the employment of part-time drivers or on contracting with common carriers?

- YES
- NO (Explain) [Click or tap here to enter text.](#)

9. Are STA funds being used for transit operating purposes?

- YES (see below)
- NO

If STA funds are being used for transit operating purposes, indicate which efficiency standard was met. In calculating the operating cost, operators may exclude costs that exceed prior year costs, as adjusted by the CPI. *Notes: (1) Use the STA Qualifying Criteria worksheet contained in the TDA Claim workbook to determine eligible exclusions. (2) These items may also be excluded when computing the farebox recovery ratio. (3) You may refer to operating cost figures from TDA fiscal audits for the applicable fiscal year.*

Efficiency Standard #1: Yes No²

Efficiency Standard #2: Yes No²

If neither efficiency standard was met, list the percentage of STA Funding limited to:
 Capital Expenditures: Enter %% Operating Expenditures: Enter %.%

10. Describe or attach current fare structure:

[Click or tap here to enter text.](#)

11. Attach copy of latest CHP terminal inspection report.

12. Each transit claimant must report on efforts to implement recommendations included in the FY 2015/16 through FY 2017/18 triennial performance audit, which was completed in 2019 (attach additional pages as necessary).

[Click or tap here to enter text.](#)

²Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with required STA efficiency standards during FY 2019-20 and 2020-21. The claimant should still identify whether the standards was met.

City of Colfax

**ANNUAL VERIFICATION OF TDA COMPLIANCE TO ACCOMPANY LTF AND STA CLAIMS
FOR TRANSIT / STREETS AND ROADS PURPOSES**

PART I – ALL CLAIMANTS

1. Date annual TDA fiscal and compliance audit was approved by PCTPA Board:
4/22/2020

2. Is the claimant's retirement system fully funded?
 YES
 NO

3. Is the claimant using the maximum Federal funds available for transit and/or streets/roads purposes?
 YES
 NO

PART II – TRANSIT CLAIMANTS

4. Date Transit Operator's Financial Transaction Report was submitted to State Controller's Office: [Click or tap to enter a date.](#) Attach copy of dated, signed cover sheet from report.

5. Are public transit vehicles routinely staffed with one driver?
 YES
 NO (Explain) [Click or tap here to enter text.](#)

6. Has the proposed transit operating budget changed by more than 15% compared to the previous year?
 Yes (Explain) [Click or tap here to enter text.](#)
 NO

7. Did the transit operator meet its minimum farebox recovery requirement during the previous fiscal year? (requirement: 15% - Roseville; 12.94% - Placer County; 10% - Auburn)¹
 YES
 NO (see below)

If the farebox recovery requirement was not met, then claimant must complete the following worksheet for the most recent fiscal year.

¹Assembly Bill 90, 2019-20 [Reg. Session] temporarily prohibits the penalty for non-compliance with farebox recovery ratio requirement during FY 2019-20 and 2020-21. The claimant should still identify whether the requirement was met.

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY
TRANSPORTATION DEVELOPMENT ACT CLAIM WORKSHEET
2020/2021**

CITY/COUNTY OF: City of Colfax

Part 1 of 4

**ESTIMATED PUBLIC TRANSIT REVENUES AND EXPENSES FOR FISCAL
YEAR 2019/20**

I. FY 2019/20 AVAILABLE RESOURCES

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2019. From TDA Financial Audit Report)	\$ 2,296.00
B. Interest Earnings through June 30, 2019.	\$ -
C. Federal Grants & Reimbursements received in 2019/20:	
1. FTA Planning Assistance	\$ -
2. FTA Operating Assistance	\$ -
3. FTA Capital Assistance	\$ -
4. Other (list) _____	\$ -
D. State Grants (Source/Amount):	\$ -
E. Local Cash Grants:	
1. LTF-Operations (PUC 99260a; Article 4)	\$ -
2. LTF-Capital (PUC 99260a; Article 4)	\$ -
3. LTF-Community Transit Services(PUC 99275; Article 4.5)	\$ -
4. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ -
5. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
6. LTF-Capital expenses for contracted transit services (PUC 99400e; Article 8e)	\$ -
7. STAF-Operations (CCR 6730a)	\$ -
8. STAF-Capital (CCR 6730b)	\$ 14,062.00
9. STAF-Community Transit Services (CCR 6730d; <CTSA>)	\$ -
10. STAF-Contracted Service (CCR 6731b)	\$ -
11. SGR-Capital (CCR 6730b)	\$ -
12. Other (list) _____	\$ -
F. Operating Revenues:	
1. Passenger Fares	\$ -
2. Charters	\$ -
3. Other (list) _____	\$ -
G. Other Revenues	\$ -
H. TOTAL FY 2019/20 AVAILABLE RESOURCES (A+B+C+D+E+F+G)	\$ 16,358.00

II. FY 2019/20 PROJECTED EXPENSES & USES

I. Personnel	
1. Administrative Salaries and Wages	\$ -
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ -
J. Services and Supplies	
1. Professional Services	\$ -
2. Maintenance Services	\$ -
3. Other Services	\$ -
4. Vehicle Materials & Supplies	\$ -
5. Utilities	\$ -
6. Insurance	\$ -
7. Purchased Transit Services	\$ 12,410.00
8. Miscellaneous	\$ -
9. Interest	\$ -
10. Leases & Rentals	\$ -
K. Capital Assets (Itemize)	
1.	\$ -
2.	\$ -
3.	\$ -
4.	\$ -
5.	\$ -
L. Other Uses:	
Capital Outlay Reserve Contribution (CCR 6648)	\$ -
M. TOTAL FY 2019/20 EXPENSES & USES (I+J+K+L)	\$ 12,410.00
N. Estimated Deferred Revenue as of June 30, 2020 (H-M)	\$ 3,948.00

Part 2 of 4

BUDGETED PUBLIC TRANSIT REVENUES & EXPENSES FOR FISCAL YEAR
2020/21

I. FY 2020/21 NON-TDA BUDGETED RESOURCES & DEFERRED REVENUE

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2020-- From Part 1, line N)	\$	3,948.00
B. Interest earnings through June 30, 2020	\$	-
C. Federal Grants & Reimbursements		
1. FTA Planning Assistance	\$	-
2. FTA Operating Assistance	\$	-
3. FTA Capital Assistance	\$	-
4. Other (list) _____	\$	-
D. State Grants (Source/Amount):		
1.	\$	-
2.	\$	-
E. Local Non-TDA Cash Grants:		
1.	\$	-
2.	\$	-
3.	\$	-
F. Operating Revenues:		
1. Passenger Fares	\$	-
2. Charters	\$	-
3. Other (list) _____	\$	-
G. Other Revenues		
1.	\$	-
H. TOTAL FY 2020/21 CARRYOVER & NON-TDA BUDGETED RESOURCES (A+B+C+D+E+F+G)	\$	3,948.00

I. TOTAL FY 2020/21 CARRYOVER & NON-TDA BUDGETED RESOURCES (From Line H)	\$ 3,948.00
II. FY 2020/21 PROJECTED EXPENSES & USES	
J. Personnel:	
1. Administrative Salaries and Wages	\$ -
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ -
K. Services and Supplies:	
1. Professional Services	\$ -
2. Maintenance Services	\$ -
3. Other Services	\$ -
4. Vehicle Materials & Supplies	\$ -
5. Utilities	\$ -
6. Insurance	\$ -
7. Purchased Transit Services	\$ -
8. Miscellaneous	\$ -
9. Interest	\$ -
10. Leases & Rentals	\$ -
L. Capital Assets (Itemize):	
1.	\$ -
2.	\$ -
3.	\$ -
4.	\$ -
5.	\$ -
M. Other Uses:	
1. Capital Outlay Reserve Contribution.(CCR 6648)	\$ -
2.	\$ -
N. TOTAL FY 2020/21 EXPENSES & USES (J+K+L+M)	\$ -
O. Unfunded Balance (I - N)	\$ 3,948.00

O. Unfunded Balance (I - N)	\$ 3,948.00
III. FY 2020/21 TDA TRANSIT CLAIMS	
P. FY 2020/21 LTF TRANSIT CLAIMS:	
1. LTF-Operations (PUC 99260a; Article 4)	\$ -
2. LTF-Capital (PUC 99260a; Article 4)	\$ -
3. LTF-Community Transit Services (PUC 99275; Article 4.5)	\$ -
4. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ -
5. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
6. LTF-Capital for contracted transit service (PUC 99400e; Article 8e)	\$ -
7. TOTAL LTF CLAIM (P1+P2+P3+P4+P5)	\$ -
Q. FY 2020/21 STAF CLAIMS:	
1. STAF-Operations (CCR 6730a)	\$ -
2. STAF-Capital (CCR 6730b)	\$ -
3. STAF-Community Transit Services (CCR 6730d) / CTSA	\$ -
4. STAF-Contracted Service (CCR 6731b)	\$ 8,317.00
5. TOTAL STF CLAIM (Q1+Q2+Q3+Q4)	\$ 8,317.00
R. FY 2020/21 SGR CLAIMS:	
1. SGR-Capital (CCR 6730b)	\$ -
2. TOTAL SGR CLAIM (R1)	\$ -
S. TOTAL 2020/21 TRANSIT CLAIMS (P6 + Q5 + R2)	\$ 8,317.00

Part 3 of 4

ESTIMATED STREETS AND ROADS TDA EXPENDITURES FOR FISCAL YEAR 2019/20

I. FY 2019/20 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover from prior fiscal year (Actual Unexpended Prior Year TDA Streets And Roads Cash Receipts Held in Claimant's Treasury as of June 30, 2019. From TDA Fiscal Audits)	\$ -
B. FY 2019/20 TDA Cash Receipts from LTF trust fund for streets and roads purposes (PUC 99400a).	\$ 138,622.00
C. Interest Earned on claimant TDA streets and roads cash balances through June 30, 2019.	\$ -
D. Total FY 2019/20 Available TDA Street and Road Resources. (A+B+C)	\$ 138,622.00
II. FY 2019/20 TDA STREET AND ROAD EXPENDITURES	
E. Administration and Engineering	\$ 16,150.00
F. Maintenance	\$ 117,553.00
G. Construction	\$ -
H. Equipment	\$ 4,919.00
I. Other	\$ -
J. TOTAL FY 2019/20 EXPENDITURES (E+F+G+H+I)	\$ 138,622.00
K. Estimated Carryover of TDA Street and Road Revenues at June 30, 2020 (D-J)	\$ -

Part 4 of 4

STREETS AND ROADS TDA BUDGET FOR FISCAL YEAR 2020/21

I. FY 2020/21 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover as of June 30, 2020 (From Part 3, Line K.)	\$ -
B. 2020/21 TDA Funds Available For Streets And Roads	
1. FY 2020/21 LTF Total Apportionment (From PCTPA)	\$ 93,867.00
2. FY 2020/21 LTF Transit Claim (From Part 2, Line P6)	\$ -
3. Balance of 2020/21 LTF Apportionment (B1-B2)	\$ 93,867.00
4. FY 2020/21 LTF Apportionment To be Claimed for Streets and Roads Purposes Pursuant to PUC 99400a. (Can Not Exceed Line B3)	\$ 93,867.00
C. FY 2020/21 Estimated Interest Earned on TDA Cash Balances through June 30, 2021.	\$ -
D. Total Estimated FY 2020/21 Available TDA Resources. (A+B4+C)	\$ 93,867.00

II. FY 2020/21 ESTIMATED EXPENDITURES	
H. Administration and Engineering	\$ 15,000.00
I. Maintenance	\$ 74,867.00
J. Construction	\$ -
K. Equipment	\$ 4,000.00
L. Transportation Planning Process (P.U.C. 99402)	\$ -
M. Other	\$ -
N. Total FY 2020/21 Estimated Expenditures (H+I+J+K+L+M)	\$ 93,867.00
O. Estimated Carryover as of June 30, 2021 (D-N)	\$ -

CLAIM FOR LOCAL TRANSPORTATION FUNDS

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

FROM:

CLAIMANT: City of Colfax
ADDRESS: P.O. Box 702
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen
Phone: (530) 346-2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2020/21, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

P.U.C. 99260a, Article 4, Transit Operations:	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99260a, Article 4, Transit Capital:	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99275, Article 4.5, Community Transit Services	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99400a, Article 8a, Local Streets and Roads	\$ <u>93,867</u>
P.U.C. 99402, Article 8a, Transportation Planning Process	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99400c, Article 8c, Contracted Transit Services:	\$ <u>Click or tap here to enter \$</u>
P.U.C. 99400e, Article 8e, Capital for Contracted Services:	\$ <u>Click or tap here to enter \$</u>
C.C.R. 6648, Capital Reserve:	\$ <u>Click or tap here to enter \$</u>

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

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:
City of Colfax
PO Box 702
Colfax, CA 95713

BY: _____ (signature) BY: _____ (signature)

TITLE: _____ TITLE: City Manager
DATE: _____ DATE: December 10, 2020

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

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

FROM:

CLAIMANT: City of Colfax
ADDRESS: P.O. Box 702
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen
Phone:(530) 346-2313 Email:laurie.vangroningen@colfax-
ca.gov

The Choose Agency hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$93,867 for Fiscal Year 2020/21 , in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer:

Transit Operations (6730a):	<u>\$Click or tap here to enter \$</u>
Transit Capital (6730a):	<u>\$Click or tap here to enter \$</u>
Contracted Transit Services (6731b):	<u>\$8,317</u>
Community Transit Services Provided by WPCTSA (6731.1):	<u>\$Click or tap here to enter \$</u>

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

APPROVED:
PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT:
City of Colfax

BY: _____ (signature) BY: _____ (signature)

TITLE: _____ TITLE: City Manager

DATE: _____ DATE: December 10, 2020

TDA ANNUAL PROJECT AND FINANCIAL PLAN

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

Claimant: City of Colfax

Fiscal Year: FY 2020/21

<u>Brief Project Description</u>	<u>Project Cost</u>	<u>Source of Funding & Amount</u>
TDA Streets & Roads Roadway maintenance, construction and related equipment	Streets & Roads Operating Expenses per Adopted Budget FY 2020-2021 = \$239,258	LTF \$ 93,867 Gas Tax \$ 38,950 Fund Transfer \$106,441
Public Transit with Placer County	Placer County Transit Services FY2020-2021 = \$13,179 will be offset by a credit from the CARES FTA 5311 Act to reduce costs to \$0 for the fiscal year.	Deferred revenue 06/30/20 \$ 3,948 STA FY 2020-2021 \$ 8,317 Anticipated Deferred at 06/30/20 = \$12,265

May 16, 2020

Wes Heathcock
City Manager
City of Colfax
PO Box 702
Colfax, CA 95713

**RE: TRANSIT SERVICE AGREEMENT WITH THE CITY OF COLFAX, CONTRACT #12368 –
20/21 EXHIBITS**

Dear Wes,

As agreed in Contract #12368, which automatically renews on July 1, 2020, please find updated Exhibits A-E for your review. These exhibits list transit service schedules and cost details for fiscal year 2020/21. This is being sent to satisfy Section II C of our agreement. The total estimated cost for FY 2020/21 is \$0. This year, due to COVID-19, a credit from the CARES FTA 5311 Act will offset Colfax's portion of costs (\$13,179) in its entirety.

Colfax is also receiving a credit from formula FTA 5311 funds in the amount of \$15,405 and State of Good Repair funds through Placer County Transportation Planning Agency in the amount of \$2,231.

If you have any questions or would like to discuss the schedules and cost details further, please call me at (530) 745-7582.

Sincerely,

Will Garner
Public Works Manager
Attachments: Exhibits A -E

Exhibit A Intercity Route Service Schedule

Colfax / Alta		
This service is available on weekdays only.		
<i>Reservations required for Alta destinations.</i>		
Eastbound	A.M.	P.M.
Auburn Station	7:00	3:15
Elder's	By Reservation Only	By Reservation Only
Bowman	By Reservation Only	By Reservation Only
Meadow Vista	By Reservation Only	By Reservation Only
Applegate	By Reservation Only	By Reservation Only
Weimar	By Reservation Only	By Reservation Only
Colfax Amtrak	7:20	3:45
Gold Run	By Reservation Only	By Reservation Only
Dutch Flat	By Reservation Only	By Reservation Only
Alta Store	8:00	4:15
This service is available on weekdays only.		
<i>Reservations required for Alta destinations.</i>		
Westbound	A.M.	P.M.
Alta Store	8:00	4:15
Dutch Flat	By Reservation Only	By Reservation Only
Gold Run	By Reservation Only	By Reservation Only
Colfax Amtrak	8:20	4:45
Weimar	By Reservation Only	By Reservation Only
Applegate	By Reservation Only	By Reservation Only
Meadow Vista	By Reservation Only	By Reservation Only
Bowman	By Reservation Only	By Reservation Only
Elder's	By Reservation Only	By Reservation Only
Auburn Station	Drop Off Only	Drop Off Only

For information, call Placer County Transit at (530) 885-BUSS or (916) 784-6177, or send email to pct@placer.ca.gov

Service does not operate on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Exhibit B Regional Fixed Route Service Schedule

Connection with Taylor Road Shuttle made at Sierra College:
Westbound at: 17 minutes past the hour and eastbound at :40 minutes past the hour.

PCT operates Monday - Saturday. No service on Sunday.

Auburn to Light Rail															
	Saturday times appear shaded														
	A.M.							P.M.							
Auburn Station	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00
Sierra College	5:17	6:17	7:17	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	5:17	6:17	7:17
Galleria	5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30
Louis Ln & Orlando	5:40	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	6:40	7:40
Light Rail-Watt/I-80	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00

PCT operates Monday - Saturday. No service on Sunday.

Light Rail to Auburn															
(First bus holds for 6:10 LRT arrival)	Saturday times appear shaded														
	A.M.							P.M.							
Light Rail-Watt/I-80	6:10	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00
Louis Ln & Orlando	6:15	7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10	6:10	7:10	8:10
Galleria	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30	8:30
Sierra College	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	*6:40	7:40	8:40
Auburn Station	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00

For information, call Placer County Transit at (530) 885-BUSS or (916) 784-6177, or send email to pct@placer.ca.gov

Service does not operate on New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Exhibit C Commuter Bus Service

Operates on Monday through Friday only

Does not operate on New Year's Day, Martin Luther King Jr. Day,
President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day,
Columbus Day, Veterans Day, Thanksgiving and Day After, and Christmas Day

Placer Commuter Express Bus Schedule - Effective May 27, 2008

	Morning Departures - AM				Evening Departures - PM			
	Bus 1	Bus 2	Bus 3	Bus 4	Bus 1	Bus 2	Bus 3	Bus 4
Colfax Depot - Main St	5:20	5:40	6:23	****	4:17	4:22	4:32	5:15
Clipper Gap Park 'n' Ride	5:32	5:52	6:35	****	4:19	4:24	4:34	5:17
Auburn Station - Nevada St	5:43	6:03	****	6:37	4:21	4:26	4:36	5:19
Penryn Park 'n' Ride	5:55	6:15	6:50	****	4:24	4:29	4:39	5:22
Loomis Station - Taylor/Horseshoe Bar	5:59	6:19	****	6:53	4:25	4:30	4:40	5:23
Rocklin Station - Pacific St/Rocklin Rd	6:06	6:26	****	7:00	4:27	4:32	4:42	5:25
Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	6:15	6:35	7:00	****	4:30	4:35	4:45	5:28
<i>**** Buses 3 and 4 depart from select bus stops only.</i>								

	Morning Arrivals - AM				Evening Arrivals - PM			
	Bus 1	Bus 2	Bus 3	Bus 4	Bus 1	Bus 2	Bus 3	Bus 4
J St. & 4th St.	6:50	7:10	7:40	7:40	5:12	****	5:27	6:10
J St. & 8th St.	6:51	7:11	7:41	7:41	****	5:17	5:35	6:18
J St. & 11 St.	6:52	7:12	7:42	7:42	****	5:24	5:42	6:25
15th St. & K St.	6:55	7:15	7:45	7:45	5:24	****	5:49	6:32
15th St. & N St.	6:56	7:16	7:46	7:46	****	5:40	6:00	6:43
P St. & 13th St.	6:57	7:17	7:47	7:47	5:39	****	6:12	6:55
P St. & 9th St.	6:58	7:18	7:48	7:48	5:51	****	6:24	7:07
P St. & 5th St.	7:00	7:20	7:50	7:50	<i>**** Buses 1 and 2 return to select bus stops only.</i>			

**Exhibit D continued
FY 2019/20 Calculation of Transit Service Charges**

**Calculation of Bus Replacement Costs for Placer County Transit
City of Colfax**

Total Bus Cost for 5 year Plan	\$ 569,403
Grant Funds (credit)	\$ -
Remaining Cost to County	\$ 569,403
Number of buses	9
Cost per bus (after grants)	\$ 63,267.00
Lifetime bus miles	200,000
Cost per lifetime bus mile	\$ 0.3163
LRT Extension Miles	387
Colfax Service Miles	8,230
Reimbursement for FY 2019/20	\$ -
Total Annual Charge	\$ 2,726

Allocation of Service Miles

Local Service	8,230
LRT Extension	387
Total	<u>8,617</u>



City of Colfax
Exhibit E
FY 2020/21 Calculation of Transit Service Charges

Local Intercity Route Service

Total cost per VSH		\$117.35
Estimated Fare per VSH		<u>(\$1.40)</u>
Charge per VSH		\$115.95
Minutes per round trip allocated to Colfax		25
Number of round trips per weekday		2
Number of round trips per Saturday		0
Number of weekdays in service per year		252
Number of Saturdays in service per year		0
Total round trips per year	(2x 252)	504
Total VSH per year	(504 x 25 min)/(60 min)	210
Total	(\$115.95 x 210)	\$24,350

Regional Fixed Route Service

Fuel cost per service mile		\$0.33
Maintenance cost per service Mile		<u>\$0.54</u>
Milage Cost per unit		\$0.87
Total Cost per VSH		\$117.35
Estimated Fare per VSH		<u>(\$7.42)</u>
Charge per VSH		\$109.93
Total Placer County West Slope Population		385,047
Percentage of Population in Colfax	(2,073 / 385,047)	0.54%

Service Added in 2001 for Auburn - Light Rail Route:

Miles per run added for extension to Light Rail		15.17
Number of runs per weekday		15
Number of runs per Saturday		10
Vehicle Service Hours added per weekday		2
Vehicle Service Hours added per Saturday		2
Number of weekdays in service per year		252

Item 6E

Number of Saturdays in service per year		52
Total number of runs on Express Route per year	(15 x 252) + (10 x 52)	4,300
Total miles added on Express Route for Extension to Light Rail	(4,300 x 15.17)	65,231
Total Number of Service Hours added per year	(2 x 252) + (2 x 52)	608
Mileage extension allocated to Colfax	(65,231 x .54%)	352.25
Added service hours allocated to Colfax	(608 x .54%)	3.29
	(352.25 x \$.87)	\$306.46
	(\$3.29 x \$109.93)	<u>\$361.67</u>
Total		\$668
 Commuter Bus Service		
MV Transportation, Inc & PCT Costs - FY 19/20		\$706,589
Fare Revenue Credit		<u>(\$365,279)</u>
		\$341,310
 Colfax Commuters - 2017 On-Board Survey		 0.90%
Total	(\$341,310 x .90%)	\$3,072
 Bus Replacement Charge		 \$2,726
 Funding Credits		
SB1 SGR		(\$2,231)
FTA 5311		(\$15,405)
CARES FTA 5311		(\$13,179)
 Subtotal Operating Charges & Credits		 \$0

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO FILE CLAIMS OR EXECUTE AGREEMENTS FOR:

- LOCAL TRANSPORTATION FUNDS IN THE AMOUNT OF \$93,867 FOR STREETS AND ROADS PURPOSES (ARTICLE 8 – SECTION 99400 OF THE CALIFORNIA PUBLIC UTILITIES CODE),
 - STATE TRANSIT ASSISTANCE FUNDS IN THE AMOUNT OF \$8,317 FOR CONTRACTED TRANSIT SERVICES (SECTION 99313 OF THE CALIFORNIA PUBLIC UTILITIES CODE, CHAPTER 4, ARTICLE 6.5)
-

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

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

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

1. The foregoing recitals are true and correct statements of facts and are incorporated by reference into this resolution.
2. The City Manager is authorized to submit claims to the Placer County Transportation Planning Agency for the City of Colfax’s Article 8 Local Transportation Funds and State Transit Assistance Funds.

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 December 2020, by the following roll call vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: The Batchelder Group Chief Negotiator Consultant Agreement – Budget Amendment

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$10,000	Fund(s): 100-120
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RECOMMENDED ACTION: Adopt Resolution __-2020 approving the budgetary amendment to the Batchelder Group Labor Negotiations agreement in the amount of \$10,000 for a total contract cost of \$22,000.

Summary/Background

Council authorized a contract with Batchelder Group for labor negotiation at the December 11, 2019 City Council meeting in the amount of \$12,000. Staff and Dennis Batchelder went through a series of reviews and options for the City of Colfax in preparation for negotiations. Before the Union and City were able to begin negotiating, the Covid-19 pandemic created an unknown financial future for the community. Subsequently, staff recommended entering into a 1-year contract terms extension, which was approved by Council and accepted by the labor union.

The 1-year extension is scheduled to expire June 30, 2021; therefore, the City is in need of labor negotiator services. Dennis Batchelder provided a not to exceed cost estimate to continue the work that was developed in the beginning of 2020 in the amount of \$10,000. Staff is recommending authorizing the City Manager to amend the Batchelder Group agreement amount to a total contract cost of \$22,000.

Fiscal Impacts

The additional contract costs will increase the labor negotiation expenditures for a value up to 22,000.

Attachments:

1. Resolution __-2020
2. The Batchelder Group Consultant Agreement

City of Colfax

City Council

Resolution No. __-2020

APPROVING THE BUDGETARY AMENDMENT TO THE BATCHELDER GROUP LABOR NEGOTIATIONS AGREEMENT IN THE AMOUNT OF \$10,000 FOR A TOTAL CONTRACT COST OF \$22,000

WHEREAS, Council authorized a contract with the Batchelder Group for labor negotiation at the December 11, 2019 city council meeting in the amount of \$12,000; and,

WHEREAS, before the Union and City were able to begin negotiating, the COVID-19 pandemic created an unknown financial future for the community; and

WHEREAS, staff recommended entering into a 1-year contract terms extension, which was approved by Council and accepted by the labor union; and,

WHEREAS, the 1-year extension is scheduled to expire June 30, 2021, therefore, the City is in need of labor negotiator services; and

WHEREAS, Dennis Batchelder provided a not to exceed cost estimate to continue the work that was developed in the beginning of 2020 in the amount of \$10,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax approves the budgetary amendment to the Batchelder Group Labor Negotiations agreement in the amount of \$10,000 for a total contract cost of \$22,000.

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 of December 2020 by the following vote of the Council:

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

ATTEST:

Marnie Mendoza, Mayor

Jaelyn Collier, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 12th day of December, 2019 by and between the City of Colfax, a municipal corporation of the State of California ("City") and The Batchelder Group ("Consultant").

RECITALS

- A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.
- B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services.

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

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. **The contract term is for three (3) years with an option for a two (2) year extension commencing the day following the elected body approval.** During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month in an amount not to exceed \$5000. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
 - i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.
- G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

- H. **Termination of Insurance.** If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

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

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

If to Consultant: The Batchelder Group
 3941 Park Drive
 El Dorado Hills, CA 95762

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: 

Signature: 

Printed Name: Wes Heathcock

Printed Name: Dennis BATWELDER

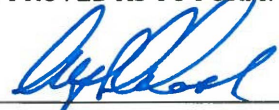
Title: City Manager

Title: Consultant

Date: 12/20/2019

Date: 1/2/2020

APPROVED AS TO FORM:


City Attorney

Wes Heathcock

Subject: FW: Labor Relations Consulting

From: Dennis Batchelder [<mailto:thebatgrp@gmail.com>]

Sent: Tuesday, November 05, 2019 7:45 PM

To: Wes Heathcock

Subject: RE: Labor Relations Consulting

Wes: Following is a cost proposal for the Local 39 Classified Unit:

Contact Maximum: \$12,000.

Hourly Rate: \$150 per hour or fraction thereof, to include travel time. Payable monthly within 30 calendar days of submission by TBG of monthly invoice.

Cost of transportation will be fully assumed by Consultant.

Contract termination: Contract maximum or 30 days advanced notice by either party.

All work performed shall be subject to prior City approval.

(Consultant will work to keep on-site meetings to a minimum, with frequent use of text, email, and phone calls. Administrative support will be performed at my office.)

Let me know if you have any questions.

Dennis

Dennis R. Batchelder
The Batchelder Group
Cell: 916.996.3906



Staff Report to City Council

FOR THE DECEMBER 9, 2020 SPECIAL CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: PG&E Microgrid Station Utility Easement APN 006-071-010

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to execute a PG&E Utility Easement on APN #006-071-010 that will allow PG&E to supply power to most of the City during public safety power shutoffs.

Summary/Background

The City of Colfax experienced extended power interruptions of intermittent duration from the PG&E Public Safety Power Shutoffs (PSPS) beginning in 2019. PG&E has confirmed that PSPS events are an ongoing reality for an undetermined amount of time.

Staff has been working with PG&E and Union Pacific since January 2020 to have a Microgrid Station placed on property at 7 N. Main Street leased by the City from Union Pacific to mitigate the impact of PSPS events on City residents. Union Pacific agreed to allow this project to proceed as planned.

A Microgrid Station is a pre-installed interconnection hub (PIH) that will allow portable generators to provide power to the community during PSPS events. Installation will include power connection junctions, overhead power lines, and a concrete pad to support two generators that will produce enough electricity to support a majority of the community.

Power distribution from the Microgrid Station will be limited to the Tier 1 fire-threat areas within City limits. It will provide power to approximately 90% of the City in which the power distribution lines are within the Tier 1 fire-threat area and are contiguous to the Microgrid Station distribution point. PG&E will install disconnect points at appropriate locations to isolate the power distribution area.

PG&E needs an easement that will allow it to install an underground connection and power lines between the Microgrid Station and its existing facilities. A draft easement is attached along with an aerial photograph. The easement area is shown as a green line on the aerial photograph. PG&E has offered to pay the City \$4,700 for this easement.

Staff recommends that the Council authorize the City manager to execute the easement on behalf of the City.

Staff will be available to answer any questions or provide additional information as needed.



Fiscal Impacts

PG&E is offering to compensate the City of Colfax for the permanent utility easement in the value of \$4,700.

Attachments:

1. Resolution __-2020
2. PG&E Utility Easement APN #006-071-010

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO EXECUTE A PG&E UTILITY EASEMENT ON APN #006-071-010 THAT WILL ALLOW PG&E TO SUPPLY POWER TO MOST OF THE CITY DURING PUBLIC SAFETY POWER SHUTOFFS.

WHEREAS, The City of Colfax experienced extended power interruption from PG&E Public Safety Power Shutoffs (PSPS) beginning in the fall of 2019; and,

WHEREAS, PG&E confirmed that PSPS events are likely to recur for an undetermined amount of time; and,

WHEREAS, PG&E is proposing to install an interconnection hub Microgrid Station, at PG&E expense, that will provide electricity to most of the City during PSPS events,; and,

WHEREAS, PG&E needs a utility easement that will authorize PG&E to place underground electric lines through the City’s property located at 7 North Main Street (#006-071-010) to connect the Microgrid station to PG&E’s distribution system.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute on behalf of the City an Easement Deed to allow PG&E to install the underground electric across APN #006-071-010 to connect the Microgrid station to PG&E’s distribution system.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Special Council Meeting of the City Council of the City of Colfax held on the 9th of December 2020 by the following vote of the Council:

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

ATTEST:

Jaclyn Collier, City Clerk

Marnie Mendoza, Mayor

Utility Distribution Easement (02/2020)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD 2114-09-10024

EASEMENT DEED

CITY OF COLFAX, a municipal corporation of the State of California

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, a non-exclusive easement along with the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric and communication facilities, together with a right of way therefor, on and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Colfax, County of Placer, State of California, described as follows:

(APN 006-071-010)

The parcel of land described and designated Parcel 3 in the Donative Quitclaim Deed from Union Pacific Railroad Company to the City of Colfax dated July 15, 1998 and recorded as Document No. 98-0069811, Placer County records

The easement area is described as follows:

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder. The approximate locations of said facilities are shown on Exhibit "A" attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

Utility Distribution Easement (02/2020)

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

In the event of abandonment of said electric and communication facilities, and non-use thereof for a continuous period of 24 months shall be conclusive evidence of such abandonment, all of the rights hereunder shall forthwith revert to Grantor.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantee hereby covenants and agrees:

- (a) to promptly backfill any excavations made by Grantee and to return the Easement Area to substantially similar conditions as existed prior to any damage, by exercising Grantees right of ingress and egress granted herein; and
- (b) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct; and
- (c) that any future maintenance or replacement operations to be performed by Grantee on said lands shall be done in such a manner so as not to unreasonably interfere with Grantor's operations must be performed due to emergency conditions.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730 (c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Utility Distribution Easement (02/2020)

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

CITY OF COLFAX, a municipal corporation of the State of California

By: _____

By: _____

City Clerk or Clerk of the Board:

<p>I hereby certify that a resolution was adopted on the _____ day of _____, 20____, by the _____ authorizing the foregoing easement. By _____</p>
--

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____
_____.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

Utility Distribution Easement (02/2020)

Attach to LD: 2114-09-10024

Area, Region or Location: 6, North Valley

Land Service Office: Sacramento

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 21.14.09.03.11,

FERC License Number: N/A

PG&E Drawing Number: SL-1561

Plat No.: N/A

LD of Affected Documents: N/A

LD of Cross Referenced Documents: N/A

Type of interest: Communication Easements (6), Electric Pole Line Easements (3)

SBE Parcel: N/A

% Being Quitclaimed: N/A

Order or PM: 7093365

JCN: N/A

County: Placer

Utility Notice Number: N/A

851 Approval Application No: N/A ;Decision: N/A

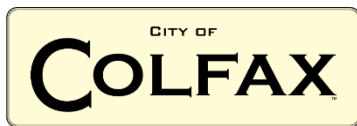
Prepared By: CxOQ

Checked By: c4ck

Approved By: P1A8 

Revised by:

Utility Distribution Easement (02/2020)



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Jim Fletter, Project Manager
Subject: WWTP Construction Grant - Design/Build Contract with Holt Renewables

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$1,944,870	Fund(s): CWSRF Construction Grant (573)
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RECOMMENDED ACTION: Adopt Resolution __-2020 adopting a Design/Build contract with Holt Renewables to design and construct a 481-kilowatt direct current ground mount solar power collection system at the City's wastewater treatment plant with a 20% contingency in an amount not to exceed \$1,944,870.

Summary/Background

The State Water Resources Control Board (Water Board) and the nine Regional Water Quality Control Boards, collectively the State Water Board, protects and improves water quality in California through several regulatory and financial assistance programs. The Federal Clean Water Act established the Clean Water State Revolving Fund (CWSRF) program to finance the protection and improvement of water quality.

At the September 26, 2018 regular meeting, Council authorized the City Manager to apply for grant funding to conduct a comprehensive sewer Collection System and Wastewater Treatment Plant (WWTP) improvement project to improve operations, make needed system repairs and upgrades, and reduce ongoing operational costs. The Water Board approved a planning grant with CWSRF funds totaling \$500,000 for planning and design of three projects; a solar power collection system at the WWTP, an algae removal system at the WWTP, and storm water inflow and ground water infiltration mitigation of the sewer collection system throughout the City.

City staff has subsequently applied for a CWSRF \$5,500,000 Construction Grant with the Water Board to construction the three projects listed above. In anticipation of Water Board approval of the construction grant, staff solicited proposals from solar system construction firms to design and build the solar system at the WWTP. The following is a brief explanation of the solicitation process which started in March 2020 and concluded this November 2020.

- Statements of Qualification were requested in March 2020 through solicitation directly to qualified firms and through postings in contractor boards (Builder's Exchanges) throughout Norther California.
- Five firms responded in June 2020 and all five firms were provided a Request for Proposal (RFP) in August 2020.
- Four firms provided proposals at the end of August 2020 and two firms were selected by City staff for interviews in September 2020.
- Staff selected Holt Renewables as the highest rated and lowest cost firm. The below table shows the RFPs received, the RFP and interview ratings by an RFP/Interview panel consisting of Trinity Burruss (City Councilmember, RFP panel only), Wes Heathcock (City Manager), Jim Fletter (consulting civil engineer/project manager) and Sam Terry (consulting electrical engineer).
- During October and November 2020, City staff worked with Holt Renewables to refine their proposal based on further site review and consultation.

Proposal & Interview Results				
	Average Scores		Price	
Contractor	Proposal	Interview	Low Est.	High Est.
Holt Renewables	57.5	52.3		\$1,601,372
Sandbar Solar	49.3	51.0	\$2,764,534	\$3,276,879
Plan It Sierra Solar	40.4	Not Interviewed		\$3,276,879
Velocity Solar	39.5			\$1,698,211

After consultation with Holt Renewables (Holt) and further negotiations, staff recommends that Council approve the contract provided as Attachment #3 with Holt to design and build the solar power collection system at the WWTP based on their total proposal cost of \$1,620,725.21. As identified in the proposal (Attachment #2), the cost consists of design for \$77,711.42 and construction for \$1,543,013.79. The construction cost includes provisioning for future battery storage integration with an Energy Storage Switchboard for \$19,082.16. The contract will include two exhibits (Exhibit A & B) that will encompass the entire design/build agreement. Exhibit A is provided as Attachment #2 and Exhibit B consists of a conformed request for proposal (RFP) that includes the original RFP, two amendments to the RFP and responses to questions from contractors during the RFP period. This conformed RFP is available at the City Hall counter.

During design, staff and Holt will make a determination whether the Energy Storage Switchboard is needed and, if not, deduct it from the contract accordingly.

Staff further recommends that Council approve a project budget of \$1,944,870 which includes Holt's proposal cost plus 20% contingency. The contingency will allow for unanticipated design changes resulting in higher cost than provided in the proposal and unexpected construction conditions resulting in added costs not covered in Holt's proposal. All design, construction, project management and inspection will be reimbursed through CWSRF Construction Grant C-06-8479-210 once the Construction Grant agreement is approved by City Council and signed by the City and the Water Board. No design or construction will occur until grant funds are approved and encumbered by the Water Board.

The RFP is available at City Hall located at 33 S. Main Street, Colfax CA 95713 or by emailing the City Clerk at city.clerk@colfax-ca.gov.

Attachments:

1. Reimbursement Resolution – Resolution __-2020
2. Holt Renewables Proposal dated November 23, 2020
3. Design/Build Contract

City of Colfax

City Council

Resolution No. __-2020

ADOPTING A DESIGN/BUILD CONTRACT WITH HOLT RENEWABLES TO DESIGN AND CONSTRUCT A 481-KILOWATT DIRECT CURRENT GROUND MOUNT SOLAR POWER COLLECTION SYSTEM AT THE CITY’S WASTEWATER TREATMENT PLANT WITH A 20% CONTINGENCY IN AN AMOUNT NOT TO EXCEED \$1,944,870.

WHEREAS, the City of Colfax (City) desires to construct a solar power collection system at its wastewater treatment plant (the "Project"); and

WHEREAS, the City solicited proposal from firms capable of designing and constructing the Project and reviewed four proposals; and

WHEREAS, the City selected Holt Renewables, LLC as most qualified with the lowest cost proposal; and,

WHEREAS, the City intends to finance the construction of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (Water Board); and

WHEREAS, the City and the Water Board are in the process of preparing and entering into a funding agreement using Clean Water State Revolving Funds (CWSRF) for a total construction grant of \$5,500,000; a portion of which will be used to reimburse the City for design and construction of the Project.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorized the City Manager to enter into a Design/Build contract with Holt Renewables to design and construct a 481-kilowatt direct current ground mount solar power collection system at the City’s wastewater treatment plant with a 20% contingency in an amount not to exceed \$1,944,870.

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 of December 2020 by the following vote of the Council:

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

ATTEST:

Jaclyn Collier, City Clerk

Marnie Mendoza, Mayor

Cover Letter

November 23, 2020

City of Colfax, State of California
Attn: City Representatives

SUBJECT: Response to REQUEST FOR PROPOSAL:
Design/Build Solar System for The City's Wastewater Treatment Facility

HOLT Renewables, LLC., a division of HOLT CAT and Ledbetter Electric are pleased to present our turn-key solar proposal for The City of Colfax Wastewater Treatment Plant. By providing the highest degree of safety, service, quality, and value, it is the goal of both HOLT Renewables, LLC and Ledbetter Electric to become a trusted partner for both this project and for any future projects with The City of Colfax.

The team designed a 480.74kWdc ground mount system for the City of Colfax Wastewater Treatment Plant. The system size and orientation are optimized to deliver the most efficient, cost effective design that provides the desired amount of power expressed in the City of Colfax RFP. After the site walk and careful analysis of the land, we determined a ground mount fixed tilt solution in "Alternative Area 1" would accomplish all of the City of Colfax's RFP requirements. According to our current simulation the system is expected to produce 854.2MWh per year. Considering the City of Colfax Wastewater Treatment Facility's annual consumption of 764.7MWh per year, the proposed system is expected to offset 111.7% of The City of Colfax WWTF's total annual consumption.

We sincerely appreciate the opportunity to participate in this project bid.

Aaron Arriaga
Commercial Project Developer
HOLT Renewables, LLC.
936-828-7128
Aaron.Arriaga@HoltRenewables.com

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General Information – HOLT Renewables

Date	8/31/2020
Company Name	HOLT Renewables, LLC
Street Address	1301 Capital of Texas Highway South, Suite B315
City, State, Zip Code	Austin, Texas 78746
Phone	512-382-2999
Years in Business	Established in 2012, with a total of 8 Years in business as a Team, 7 as PCI Solar, recently acquired by the HOLT family (HOLT Caterpillar) and rebranded to HOLT Renewables, LLC
Service Area	Holt Renewables currently operates in the lower 48 States of the United States and is licensed in California (License Number 1065177)
# of Years providing similar systems	8 Years
Size of Company	2700 employees
EMR	0.92
Principal in Charge & City Contact	Robert Helms, Project Manager Email: Robert.helms@holtrenewables.com Phone: 832-392-5641

HOLT Renewables Company Overview

HOLT Renewables, LLC is one of the leading solar contractors in the United States, having recently been formed as the result of PCI Solar being acquired by HOLT CAT. Within our family of HOLT companies, we provide a wide range of quality services and products to the industrial, commercial, and non-residential markets. HOLT CAT was formed in 1933 by William K. Holt, and now spans 118 Texas counties and 56 locations. Since its inception, HOLT's reputation for "providing value that exceeds customers' expectations" has resulted in over \$2 billion in annual revenue today. Due to our industry diversification and long-term financial stability, HOLT CAT is not dependent on cycles in any one market segment. Additionally, HOLT Renewables, LLC has \$25 million in bonding capacity, and an unprecedented safety record having had no reportable incidents since inception of either PCI Solar or HOLT Renewables, LLC. We have developed a robust team of seasoned solar professionals that take pride in delivering safe, efficient, and effective solar solutions to our clients.

Credentials of Key Individuals Assigned to the Project – HOLT Renewables

- CRAIG ALAN FLOYD, General Manager** Craig Floyd serves as the General Manager for HOLT Renewables. In this role he is responsible for all aspects of team development and management, business development, and operational effectiveness. Mr. Floyd served as the general manager for PCI Solar since 2012 and transitioned over to HOLT with the acquisition of PCI Solar. Prior to this, Mr. Floyd served as the Texas Regional Manager for Standard Renewable Energy, a firm specializing in renewable energy construction. In 2010, Standard Renewable Energy was acquired by GridPoint. As the business grew, Mr. Floyd also served in the role of National Account Executive for enterprise and government solar project development, where he developed multiple MWs of solar projects and many exceptional client relationships. Prior to his career in renewable energy, Craig enjoyed a successful twenty-year career in construction with a privately-owned national building company based out of Houston, Texas, and as President and General Manager of his own firm in Austin, Texas. Craig is NFPA 70E certified.

- **ROBERT HELMS, *Project Manager*** Robert Helms serves as Solar Project Superintendent for Performance Contracting Inc. In this role he is responsible for the day-to-day management, scheduling, and quality control of PCI's solar projects. Mr. Helms has over 14 years of commercial project management experienced in private sector, government, educational, federal, and state projects, including photovoltaic installations. This includes extensive experience managing ground and roof mounted solar photovoltaic system installations from 200kW to multi-MW for commercial, military and government sites. Completed ground up construction projects ranged from \$550,000 to \$7,500,000 and include church buildings, sports facilities, medical clinics, manufacturing, commercial and multi-family residential buildings. Responsibilities and experience have included creating and maintaining construction schedules and budgets, dispute resolution, change order management, safety procedures, design review, value engineering, QA/QC, estimation, operation of heavy equipment, maintenance, training, and inventory management. Robert Helms is NFPA 70E and OSHA 30 certified.
- **MISTY WHITE, *Project Manager*** Misty White serves as a Project Manager for HOLT Renewables. She is responsible for providing direction and support and is accountable for organizing and controlling project activities, including contract management, project submittals, and all project documentation. Mrs. White has nine years of experience in the photovoltaic industry and 12 years of experience in the construction industry. Prior to HOLT's acquisition of PCI Solar, Mrs. White was a PM at PCI Solar and a Manager for the Solar Operations Division of GridPoint. Here she synchronized multi-region project management support in technical, administrative and job-costing tasks. Prior to entering the renewable energy field, Mrs. White managed a construction transportation company. She earned an M.A. in Globalization from Dublin City University in Ireland and a B.A. in Geography from the University of Texas at Austin. Misty is NFPA 70E certified.
- **JAKE PARZ, NABCEP, *Design Engineer*** Jake Parz serves as NABCEP-certified Design Engineer for HOLT Renewables, where he is responsible for all aspects of the site survey, design, permitting, engineering, construction QA/QC, interconnection, and commissioning of commercial, federal, and utility scale photovoltaic projects. Prior to joining HOLT, Jake served in a similar capacity for FSG Electric's solar energy division. Jake earned his Bachelor of Science in Architectural Engineering from Milwaukee School of Engineering, and his Master of Science in Architectural Engineering from The University of Texas. Jake is OSHA 30 and NABCEP certified, holds a FAA Remote Pilot License, and is an Energy Manager in Training for the Association of Energy Engineers.
- **ZIGGY RUIZ, *Senior Estimator/Master Electrician*** Ziggy Ruiz serves as HOLT Renewables' Master Electrician and Senior Estimator, where he is responsible for completing project cost estimates, job cost tracking, day-to-day management, scheduling, and quality control of our solar projects. Mr. Ruiz has 18 years of Electrical construction experience in Texas and Louisiana. Ziggy served in the field as Project Superintendent for the first 4 years of his career and invested the next 14 years estimating and managing major commercial and industrial electrical projects. He has successfully estimated, negotiated and managed over 80 projects totaling over \$70MM. Ziggy completed a 4-year apprentice program, earned the TDLR Journeyman License, and soon after became a licensed TDLR Master Electrician. He has held his Master Electrician license for 12 years. Ziggy Ruiz has given back to the electrical trade by serving as an instructor for the Houston Community College Texas Gulf Coast IEC apprentice program. Ziggy Ruiz is NFPA 70E and OSHA 30 certified.

- **AARON ARRIAGA, *Commercial Project Developer*** Aaron Arriaga serves as a Commercial Project Developer for HOLT Renewables. Aaron is responsible for cultivating relationships with commercial, industrial, public and municipal entities interested in integrating renewable energy into their operations. In this role Aaron uses his knowledge of the many utility markets and their policies across the national to help establishments successfully transition into sustainable organizations. Mr. Arriaga has 8 years of experience in the photovoltaic industry. Prior to joining HOLT Renewables Aaron was a part of the team who started a solar panel manufacturing plant in San Antonio, Texas called Mission Solar Energy. Aaron led the business development team by integrating the locally manufactured solar panels into the national market. Aaron earned a Bachelor's degree in Management Science at the University of Texas at San Antonio and studied Political Science at Southwest University for Nationalities in Chengdu, China.

General Information – Ledbetter Electric

Date	8/31/2020
Company Name	Ledbetter Electric, Inc
Street Address	1004 Yuba St.
City, State, Zip Code	Marysville, CA 95901
Phone	530-237-3288
Years in Business	Established in 2016 with a total of 4 Years
# of Years providing similar systems	5+ Years, with considerations of the team's previous employment
Size of Company	14 employees and > \$5M in revenue
Principal in Charge	Shaune Ledbetter, President Phone: 530-237-3288 Email: shaune@ledbetterelectric.com

Ledbetter Electric Company Overview

Ledbetter Electric Inc. has been in business over four years and was founded by Shaune Ledbetter with the goal of providing the Yuba, Sutter, Butte area with a top tier electrical experience along with an optimized price. Shaune Ledbetter has been a Union electrician for 20+ years, quickly working his way up the ranks to General Foreman with notable Union shops in the greater Sacramento area completing multimillion-dollar projects ranging from the South Placer County Courthouse to the Sierra College Rocklin Campus PV System.

Ledbetter Electric Inc. is located at 1004 Yuba Street in Marysville, CA where we operate as a family owned certified micro-small business. Shaune and Tiffany Ledbetter run the company from a hands-on approach that employs a full-time staff of ten electricians and an experienced office staff to ensure the customer is satisfied on all projects. Our field electricians bring a broad range of skills to the jobsite that allows Ledbetter Electric Inc to pursue solar, commercial, industrial, agricultural, design-build/design assist, and residential work.

Credentials of Key Individuals Assigned to the Project – Ledbetter Electric

- **SHAUNE LEDBETTER, *President*** Shaune Ledbetter serves as the President for Ledbetter Electric Inc. In this role, Shaune is responsible for all aspects of team development and management, business development and operations effectiveness, and the day to day operations of the Ledbetter Electric field and office crew. Prior to founding Ledbetter Electric Inc., Shaune started his career as a Union electrician with Local 340 in the Sacramento area working for various contractors before landing at Collins Electric in West Sacramento. During Shaune's 14 years at Collins Electric, he quickly worked his way up the ranks to a General Foreman running crews on multimillion-dollar projects ranging from

the South Placer County Courthouse to the Sierra College Rocklin Campus PV System. The transition from field electrician to business owner has brought a unique approach to daily operations that is focused on providing the highest quality electrical work in the most cost effective and efficient way for both the client and contractors involved.

- **TIFFANY LEDBETTER, *Treasurer/Secretary*** Tiffany Ledbetter serves as the Treasurer/Secretary for Ledbetter Electric Inc. In this role, Tiffany is responsible for overseeing all finances for Ledbetter Electric, including but not limited to accounts receivable, accounts payable, company purchases and contracts. Tiffany also oversees the company QuickBooks file which accounts for all company finances.
- **BLAINE NEAL, *Renewable Energy Manager*** Blaine Neal serves as the Renewable Energy Manager at Ledbetter Electric. Blaine has been in renewable energy since 2006, working in project development and operations and maintenance. Blaine has been an O&M Manager since 2009 at both of his previous places of employment. Blaine is responsible for all aspects of the renewable energy division of Ledbetter Electric.
- **JARRED GLENN, *Project Engineer*** Jarred Glenn serves as the Project Engineer for Ledbetter Electric Inc. In this role, Jarred serves as the right-hand man for Shaune and Tiffany. Jarred is responsible for assisting Shaune with all project management tasks, including but not limited to, providing directions and support for field electricians, organizing and controlling project activities, project submittals, RFI's, purchases orders, material quotes and correspondence. Jarred also serves as the project estimator for Ledbetter Electric Inc, which includes building and maintaining customer/supplier relationships to promote company growth. Prior to working for Ledbetter Electric Inc., Jarred worked at Berg Electric in Rancho Cordova as a project engineer on projects totaling over 100 million in contract value and worked as an Estimator/Project Engineer for Collins Electric where he provided direct support for Shaune who was working as a General Foreman at that time. Jarred earned a Bachelor's of Science from California Polytechnic State University in City and Regional Planning and served six years in the United States Marine Corps Reserves, reaching the rank of Sergeant , while completing one deployment and numerous multi-nation military exercises which brings a unique perspective and management style to Ledbetter Electric Inc.
- **HATTIE SUTTON, *Office Manager*** Hattie Sutton serves as the Office Manager for Ledbetter Electric Inc. In her role with the company she is responsible for the daily administrative operations of the business. This includes payroll, permitting, accounts receivable/payable and material pricing. She has 11 years' experience in finance and management and holds a degree in Sociology from Chico State. Prior to joining Ledbetter Electric Inc Ms. Sutton worked for JPMorgan Chase and Umpqua Bank in a variety of supervisory roles.

Technical Proposal - Description of Scope of Work

HOLT Renewables Scope of Work

a. Regulatory Approvals and Permitting

HOLT Renewables initiates contact with each relevant department at project outset and works to understand and conform with all requirements. This includes planning departments, state and local fire authorities, and state and local water authorities. We also work closely with communities to meet their needs and address any concerns.

Per the RFP HOLT Renewables will work closely with the City to ensure consistency between project plans and the CEQA project description, ensuring any project design features or mitigation measures are feasible and incorporated into the design plans.

Please note, HOLT Renewables has assumed the City of Colfax will be self-permitting the project and did not include in our pricing structure. At the request of the City of Colfax, HOLT Renewables will include pricing on building permits.

b. Design Considerations – Solar

HOLT Renewables recommends utilizing 'Solar Panel Site – Alternative 1' to construct a PV array that will meet the desired production target while maximizing the use of the land available. The site will have to be cleared and grubbed of all existing brush, and any trees and tree stumps are to be removed. The site will be graded to an acceptable slope, with higher spots graded out and the excess material utilized for fill in the lower lying areas of the array parcel. The suggested racking solution will be a ground screw with an estimated embedment depth of 4'-0" to ensure stability given the soil conditions present on site. Given the bedrock underneath the top soil, a 6" diameter hole will need to be pre-drilled for the ground screws. This will mitigate any refusals that would otherwise occur.

With regards to module selection, higher wattage modules that approach or surpass 400WDC are beginning to become prevalent in the market. Manufacturers are finding innovative ways to achieve a greater W/m², which then translates to increased system size constructed on a smaller site footprint. With the 'Solar Panel Site – Alternative 1', it is expected that the selection of a 430WDC bifacial module would allow for an array close to 500kWDC to be constructed based on site constraints. It is anticipated that achieving a production goal of 750,000kWh is feasible within the constraints of 'Solar Panel Site – Alternative 1'.

Inverter selection is based on the 600VAC output seen in utility scale inverters from all major manufacturers. Utilizing a 600VAC output will allow for greater lengths of conductors to be run back to the point of interconnection and limits the voltage loss seen in the system, with the intended voltage drop from the system to not exceed 2.0%. The inverters at the array will have their AC output conductors routed back to an AC aggregation board that will be mounted on the racking near the Southern edge of the array. From the solar AC aggregation board located at the array, the conductors will be run back to a 600V to 480V step down transformer to interconnect to the existing electrical infrastructure. It is expected, due to the length of the run to the step-down transformer, that the conductors will be (2) sets of 250kcmil copper, run parallel to the western APE limit line, and routed through (2) 2 1/2" PVC 40 conduits.

c. PV Modules

The photovoltaic modules being considered for the City of Colfax Wastewater Treatment Plant solar project are Canadian Solar's BiHiKu CS3W-430MB-AG module, at a rating of 430W STC. The panels have a 12-year product warranty against manufacturing defects, a 30-year linear power performance guarantee, and a base conversion efficiency of 19.2%. Depending on the final environmental characteristics of the site, such as

module mounting height and ground albedo, the efficiency could be closer 23.1%. At the end of 30 years, the panels are warranted to produce no less than 84.95% of their initial labeled power. Canadian Solar has a very substantial presence as one of the world's leading module manufacturers, being recognized by both Bloomberg NEF as a Tier 1 module manufacturer, as well as being rated 'AA' by PVTech Research on the PVModuleTech Bankability Ratings, one of only five manufacturers to secure that rating.

d. Inverters

In addition to the modules being considered for the City of Colfax Wastewater Treatment Plant, the inverter solution being considered is Canadian Solar's CSI-125KTL-GS-E transformer-less, utility-scale inverters with a rated power output of 125kWAC, which has an AC output voltage at 600V, 3Ø. The Canadian Solar CSI-125KTL-GS-E inverter has integrated AC and DC load rated switches, (1) MPPT, and has a protection degree of NEMA 4X. While the inverter has 1 MPPT present, Canadian Solar's inverter offering has (20) DC inputs, which allows each string to connect directly to the inverter in lieu of having an external DC combiner that would combine all the inverter strings and terminate on (1) DC input. Additionally, the inverter has a CEC efficiency of 98.6% and is UL-1741-SA and Rule 21 listed and has a (10) year warranty that is extendable up to (20) years.

e. Fixed Tilt Arrays

The racking manufacturer considered for the City of Colfax WWTP solar project is AP Alternatives. AP Alternatives offers a solution that utilize modules in a two-in portrait orientation. Due to the ground conditions (bed rock) on site AP Alternatives utilizes shallow ground screws. AP ground screws are a dual post design allowing for a shallow embedment depth which make it an ideal choice for the solid ground conditions just below the surface at the Colfax site. Modules are attached to the galvanized purlins that comply with UL2703 for integrated grounding and bonding. AP Alternatives offers a 25-year limited warranty on their ground mount solution. AP Alternatives was founded in 2009 allowing it to become a leader in the commercial design-build specialty structures market. The in-house engineers, along with company owned equipment and manufacturing facilities located in the United States, allow AP Alternatives to provide a quality product with reduced lead times.

** Note, racking is subject to onsite pull testing

f. Performance Monitoring and Energy Service

The solar photovoltaic system proposed for the City of Colfax WWTP solar project will use AlsoEnergy's PowerTrack software to provide performance monitoring to the system owner. Holt Renewables uses this software on all commercial projects with demand and production monitoring and is extremely familiar with its interface and hardware. The package provides broad support for automated monitoring and complex performance analysis of solar installations. AlsoEnergy provides design support as part of their service and interacts in a timely fashion during installation. This monitoring system will utilize a cell modem connection for optimal connectivity and uptime given the location of the site.

g. Interconnection Proposal

Finally, the system is intended to be interconnected on the line side of Service Switchboard – SSBD. While Addendum 2 issued on August 24th indicated that a load side connection were to be assumed, this assumption is problematic for a few reasons. First, a new relay system would have to integrate with the existing generator on site and the proposed solar array. This would be to ensure that when the generator is activated due to loss of power from the utility, the solar array is also disconnected. This would be recommended given that the inverters of the solar array will try to match the frequency and voltage characteristics of the grid it is tied to; in the event the utility grid goes down, the inverters will then try to match the frequency and voltage of the generator present, which will be seen as a new 'grid', and is a much less stable reference than the utility grid itself. Without a relay scheme in place to disconnect the solar from the switchboard, the inverters risk possible damage when trying to synchronize with the generator.

Additionally, the Service Switchboard – SSBD is rated for 800A and has an 800A main overcurrent protective device. Adhering to California Electrical Code, Article 705.12(B)(2)(3)(b), for a load size connection, the largest sized amount of current that could be injected onto the system is 128 amps AC if tied to the load side of the electrical system.

Busbar Ampacity X 1.2=Main OCPD Rating+1.25 X Solar Output Circuit Current

Based on the equation above, the values would calculate as follows:

$$800A \times 1.2 = 800A + 1.25 \times \text{Solar Output Circuit Current}$$

$$960A = 800A + 1.25 \times \text{Solar Output Circuit Current}$$

$$160A = 1.25 \times \text{Solar Output Circuit Current}$$

$$128A = \text{Solar Output Circuit Current}$$

At an interconnection of 480V, 3Ø, the largest kWAC system that could be utilized onsite, if the system were to interconnect on the load side, would be approximately 106.4kWAC. Even if an aggressive inverter loading of 1.5 DC/AC were to be assumed, the largest size of the system in kWDC would be approximately 159.6kWDC. Given that the RFP document sent out on July 16th indicated that the desired energy production target be 750,000kWh annually, the solar insolation in kWh/kW would then need to be just shy of 4,700kWh/kW, which is an unrealistic value if limited to interconnecting on the load side of the system. By interconnecting on the line side, the system will only be limited to CEC Article 705.12(A), which is limited by the rating of the service, and will be able to be appropriately sized in terms of kW installed, and also able to meet the energy production required.

h. Coordination with PG&E

- Interconnection Review
- HOLT Renewables will submit all interconnection materials (system design, production, etc.) to PG&E for a pre-application review.
- Once we have the pre-application results, we will optimize system design to ensure that minimal (if any) utility system upgrades will be required.
- HOLT Renewables will engage PG&E for a detailed interconnection study (if required).
- With Colfax's permission, we always begin interconnection during the contracting process to ensure that applications are processed in due time and project construction can begin as soon as possible.

Please note, the aforementioned responsibilities are inclusive of any engineering, procurement and construction that are required in order to complete the above tasks.

Ledbetter Electric Scope of Work

Under the direct management and supervision of HOLT Renewables Ledbetter Electric will work alongside HOLT Renewables in successfully completing the following tasks:

a. Electrical (Conduit, Wire)

Contractor will open trenches along the array to install conduit that will house the conductors for the DC circuitry. DC circuits will be routed through the conduit and collected at the inverters to tie into the assigned inverters for proper DC loading. From the inverters the conduit will be run in a trench underground back to the main service equipment for the facility. Contractor will enter the existing gear on the customer side and upon coordinating appropriate disconnects with the utility will tie the solar into the switchgear according to plans. All trenching will be compliant with applicable code requirements for depth and backfill.

b. Inverters

Contractor will install inverters on the southernmost row of the array. Inverters will be mounted on a supporting rack made of Unistrut and associated hardware. The inverters will be mounted on the backside of the first row to help prevent direct sun exposure.

c. AC Panelboard

Contractor will install the AC panelboard near the location of the inverters. AC Panelboard will provide a disconnect for the AC service to the equipment.

d. PV Service Disconnect

Contractor will install a rack-mounted fused PV service disconnect near the pad mounted step-down transformer in order to provide protection and disconnecting means from the transformer to the AC Panelboard.

e. PV Transformer

Contractor will install a wye/delta stepdown transformer between the PV service disconnect at the array near the AC panelboard and the PV Utility disconnect just before the main switchgear. The transformer will step the voltage down from 600 volts to the utility service feed of 480 volts.

f. PV Utility Disconnect

Contractor will install a 600 volt rated; 600 amp fused PV Utility disconnect before entering the main switchgear. PV Utility disconnect will be installed in compliance with the utility requirements.

g. Physical Interconnection

Contractor will enter customer side of the main switchgear and perform a line side tap per CEC 705.12(A) upon coordinating shutdowns and scheduling with the utility and Host representatives.

h. Operation and Maintenance

O&M Maintenance Plan:

For the duration of the term, initializing at the contract signing date, unless otherwise terminated by either party, LEI recommends one site visit per year to include at a minimum:

1. Visual inspection of site and system general conditions
2. Site conditions
3. System Grounding
4. Conduits
5. Drainage
6. Racking
 - a. Torque checks on racking hardware for 10% of the system
 - b. Systemic failures in the sample size will require a full system check
 - c. Proper grounding
7. Modules
 - a. Inspection for damaged modules
 - b. Shattered glass after thermal contraction and expansion
 - c. Hot spots, burned cells
 - d. Micro-cracks
 - e. Vandalism or other external damages
8. Inverters
 - a. Check terminations for DC and AC wiring
 - b. Clean fan vents
 - c. Any additional routine maintenance as suggested by the original equipment manufacturer (OEM)
 - d. Check for rodent infestations
 - e. Check conduit fittings and attachments as applicable
9. Circuit / string health
 - a. Anomalies noted in project logs
 - b. Test Voc and Imp with a hand-held meter and note findings
10. A report of the site visit and findings will be generated for the customer
11. Optional services including but not limited to module washing will be scheduled with the customer and included in the report

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Sizing of Project

Total STC DC System Size	480.74kWdc
(Total Module Count) Module Manf. & Model number STC DC Rating	(1118) Canadian Solar 430W CS3W-430-AG
Total Strings of Modules per String	43 Strings of 26 Modules
PV Array Racking Style / Manufacturer and Model	Fixed Tilt Ground Mount / APA Racking
(Total Inverter Count) Inverter Manf. And Model	(3) Canadian Solar CSI-125-KTL-GS-E
Inverter CEC Efficiency	98.6% (125kW)
Size Latitude	39°04'58.4"N 120°56'15.4"W
Array Azimuth / Module Tilt	220°/ 20°
Ashrae Design Temperature Extreme Min./ 2% High	-8°C/28°C
Interconnection Voltage	480 VAC 3φ
Interconnection OCPD Rating	800A
Interconnection Type	TAP

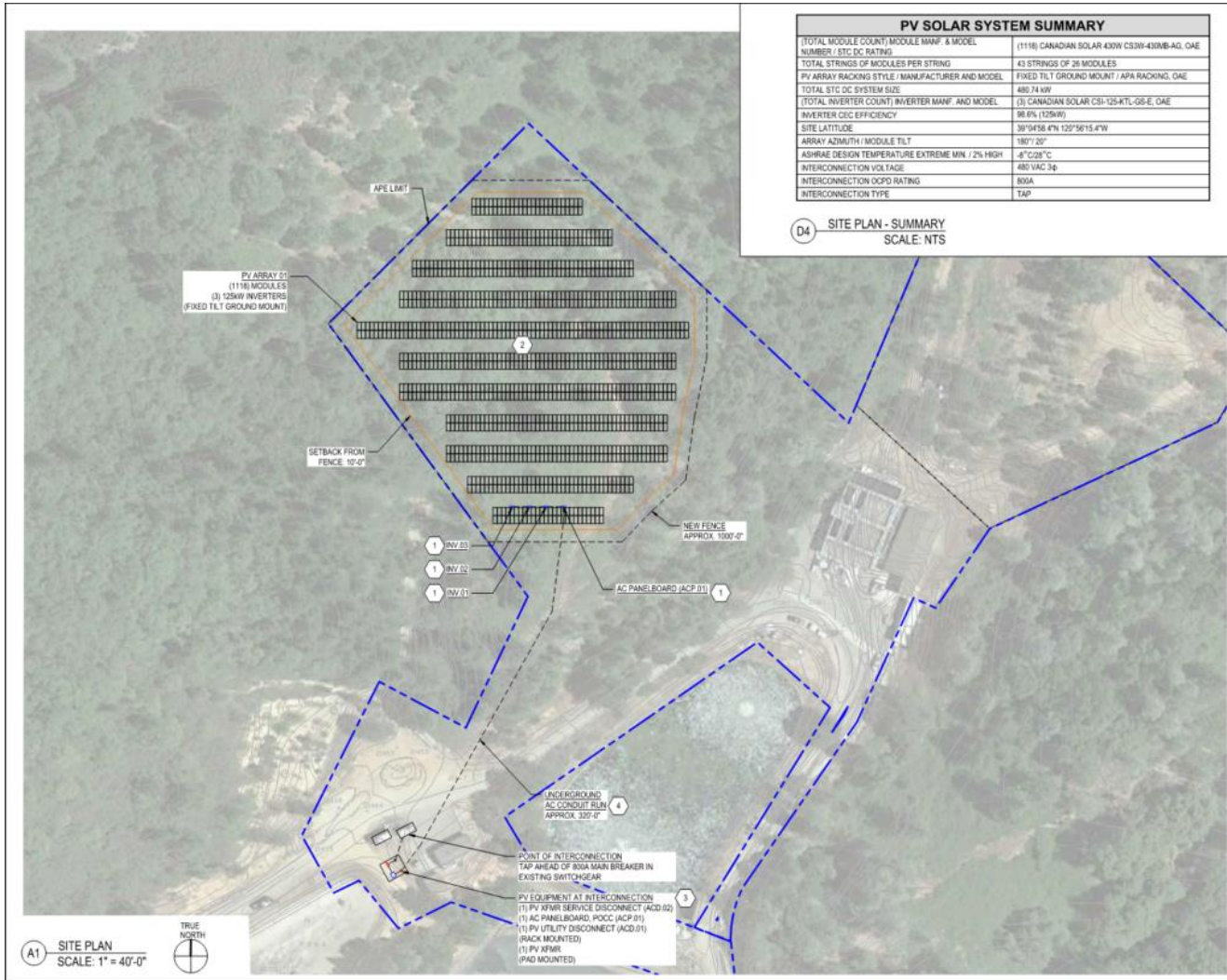
*Equipment is subject to change (equal or greater value) based on availability upon construction start date

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Panel Area

Solar Panel Site Alternative 1

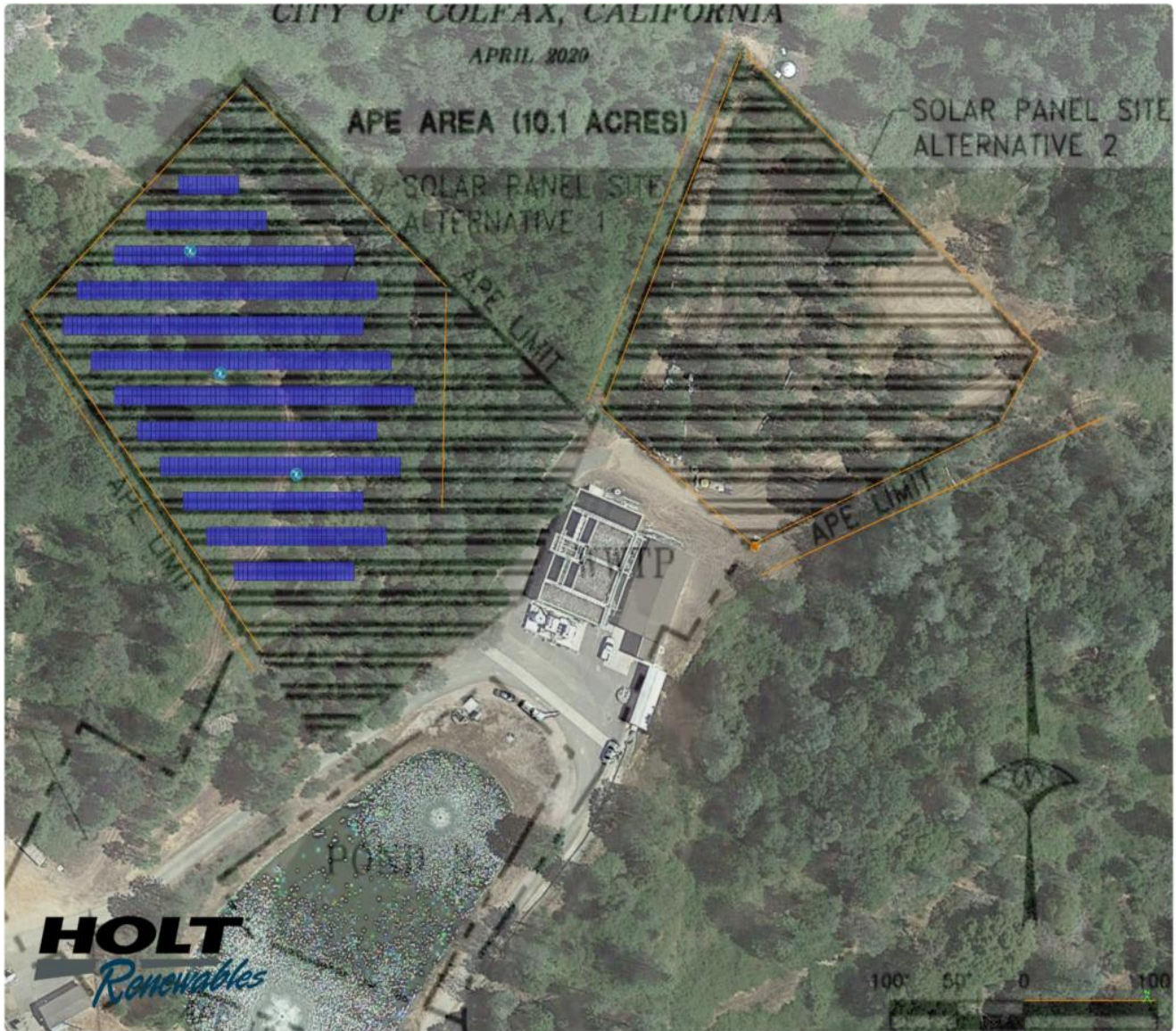


*** A detailed construction schedule, structural and electrical layout can be found in the "Design/Build cost Proposal" package***

Attachment 2

**City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility**

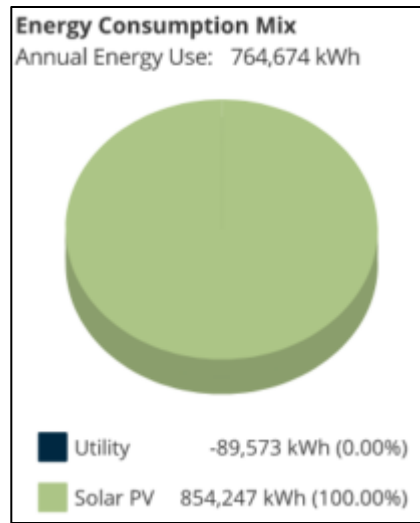
Item 6H



Power Production

System Metrics	
Module DC Name Plate	480.7 kWdc
Inverter AC Name Plate / Load Ratio	375.0 kWac / 1.28
Annual Production	854.2 MWh
Performance Ratio	85.2%
kWh/kWp	1,777

- According to our current simulation the system is expected to produce 854.2MWh per year. Considering the City of Colfax Wastewater Treatment Facility's annual consumption of 764.7MWh per year, the proposed system is expected to offset 111.7% of The City of Colfax WWTF's total annual consumption.



First Year Energy Generation / Expected Monthly Output (MWh/month)

- ➔For first year energy generation please refer to the “E_Grid” column in the below table. (854.2MWh)
- ⬇For expected monthly output please refer to the “E_Grid” column in the below table

	GlobHor kWh/m ²	DiffHor kWh/m ²	T_Amb °C	GlobInc kWh/m ²	GlobEff kWh/m ²	EArray MWh	E_Grid MWh	PR
January	69.1	28.74	3.50	99.5	93.8	45.0	43.4	0.906
February	81.8	36.53	8.82	106.1	100.5	48.0	46.2	0.906
March	136.1	49.70	6.00	161.3	153.2	71.3	68.9	0.888
April	174.7	56.01	11.04	190.3	180.8	80.8	78.1	0.854
May	221.8	55.82	19.53	225.0	212.0	91.9	88.9	0.822
June	241.2	57.21	19.29	237.8	224.0	98.3	95.2	0.833
July	253.8	48.59	18.44	254.4	240.1	105.4	102.1	0.835
August	225.1	47.98	21.32	240.1	226.6	98.5	95.4	0.826
September	174.7	39.98	23.81	204.6	193.2	84.8	82.1	0.835
October	125.7	35.91	15.10	164.9	155.6	71.8	69.5	0.876
November	76.5	30.36	10.47	107.6	101.7	47.9	46.2	0.893
December	60.9	26.01	6.22	90.8	85.0	39.7	38.2	0.875
Year	1841.3	512.82	13.64	2082.2	1966.4	883.3	➔ 854.2	0.853

Legends: GlobHor Horizontal global irradiation
 DiffHor Horizontal diffuse irradiation
 T_Amb T amb.
 GlobInc Global incident in coll. plane
 GlobEff Effective Global, corr. for IAM and shadings
 EArray Effective energy at the output of the array
 E_Grid Energy injected into grid
 PR Performance Ratio

Energy Cost Offset

Annual Maintenance Cost

- Ledbetter Electric estimates that Operation and Maintenance would cost \$3,545.00 in year 1 with a 3% annual escalator.

Lifetime (30 year) Energy Cost / Savings

- According to HOLT Renewables simulations the 30-Year Electric bill savings are estimated to be \$5,829,843

Remaining PG&E Cost

- The table below shows the rates associated with the City of Colfax current utility rate schedule (A-10-B) **Please note, the below billing includes the CCA, Pioneer Community Energy.**

Fixed Charges		Energy Charges		Demand Charges	
Type	A-10-B	Type	A-10-B	Type	A-10-B
S Daily	\$4.78	S Peak	\$0.23554	S NC	\$21.27
W Daily	\$4.78	S Part Peak	\$0.18636	W NC	\$13.27
		S Off Peak	\$0.16132		
		W Part Peak	\$0.15868		
		W Off Peak	\$0.14347		

- Utility Bill BEFORE Solar:** The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage:

Time Periods	Energy Use (kWh)			Max Demand (kW)	Charges			
	Peak	Part Peak	Off Peak		NC / Max	Other	Energy	Demand
1/23/2019 - 2/23/2019 W	0	25,484	40,750	192	\$148	\$9,890	\$2,548	\$12,586
2/23/2019 - 3/23/2019 W	0	21,423	36,383	108	\$134	\$8,619	\$1,433	\$10,186
3/23/2019 - 4/23/2019 W	0	26,767	39,166	153	\$148	\$9,867	\$2,030	\$12,045
4/23/2019 - 5/23/2019 W/S	10,018	18,345	41,140	153	\$143	\$12,041	\$2,818	\$15,003
5/23/2019 - 6/23/2019 S	12,492	14,213	43,160	129	\$148	\$12,554	\$2,744	\$15,446
6/23/2019 - 7/23/2019 S	11,815	13,369	36,225	126	\$143	\$11,118	\$2,680	\$13,942
7/23/2019 - 8/23/2019 S	12,456	14,179	34,949	117	\$148	\$11,214	\$2,489	\$13,851
8/23/2019 - 9/23/2019 S	11,713	13,390	40,026	116	\$148	\$11,711	\$2,467	\$14,327
9/23/2019 - 10/23/2019 S	10,495	12,141	33,217	119	\$143	\$10,093	\$2,531	\$12,768
10/23/2018 - 11/23/2018 S/W	3,799	18,937	33,983	116	\$148	\$9,084	\$1,778	\$11,010
11/23/2018 - 12/23/2018 W	0	24,855	38,702	130	\$143	\$9,497	\$1,725	\$11,365
12/23/2018 - 1/23/2019 W	0	25,465	45,616	117	\$148	\$10,585	\$1,553	\$12,286
Totals:	72,788	228,568	463,317	-	\$1,744	\$126,273	\$26,796	\$154,813

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



• **Utility Bill AFTER Solar:**

- Remaining annual PG&E cost: **\$21,120**

Time Periods	Energy Use (kWh)			Max Demand (kW)	Charges			
	Peak	Part Peak	Off Peak		NC / Max	Other	Energy	Demand
1/23/2019 - 2/23/2019 W	0	-9,329	28,891	182	\$148	\$2,665	\$2,415	\$5,228
2/23/2019 - 3/23/2019 W	0	-14,884	21,718	103	\$134	\$754	\$1,367	\$2,255
3/23/2019 - 4/23/2019 W	0	-29,760	11,587	111	\$148	-\$3,060	\$1,473	-\$1,439
4/23/2019 - 5/23/2019 W/S	-19,378	-14,524	15,246	111	\$143	-\$4,730	\$2,110	-\$2,477
5/23/2019 - 6/23/2019 S	-26,358	-10,122	11,023	100	\$148	-\$6,316	\$2,127	-\$4,041
6/23/2019 - 7/23/2019 S	-29,083	-11,857	3,237	88	\$143	-\$8,538	\$1,872	-\$6,523
7/23/2019 - 8/23/2019 S	-31,709	-12,702	6,263	86	\$148	-\$8,826	\$1,829	-\$6,848
8/23/2019 - 9/23/2019 S	-23,558	-7,674	8,739	93	\$148	-\$5,569	\$1,978	-\$3,443
9/23/2019 - 10/23/2019 S	-18,382	-6,609	12,934	93	\$143	-\$3,475	\$1,978	-\$1,353
10/23/2018 - 11/23/2018 S/W	-5,715	-10,194	17,397	113	\$148	-\$423	\$1,663	\$1,388
11/23/2018 - 12/23/2018 W	0	1,043	24,941	130	\$143	\$3,744	\$1,725	\$5,612
12/23/2018 - 1/23/2019 W	0	-2,733	31,980	115	\$148	\$4,154	\$1,526	\$5,829
Totals:	-154,183	-129,345	193,956	-	\$1,744	-\$2,687	\$22,063	\$21,120

Organization for Construction

Company Name	HOLT Renewables, LLC
Street Address	1301 Capital of Texas Highway South, Suite B315
City, State, Zip Code	Austin, Texas 78746
State License	California License Number 1065177
Contact	Ziggy Ruiz, Senior Estimator/Master Electrician Email: ziggy.ruiz@holtrenewables.com Phone: 832-865-3763

Organization for Operation and Maintenance

Company Name	Ledbetter Electric, Inc
Street Address	1004 Yuba St.
City, State, Zip Code	Marysville, CA 95901
Phone	530-237-3288
Years in Business	Established in 2016 with a total of 4 Years
# of Years providing similar systems	5+ Years, with considerations of the team's previous employment
Size of Company	14 employees and > \$5M in revenue
Principal in Charge	Shaune Ledbetter, President Phone: 530-237-3288 Email: shaune@ledbetterelectric.com

City of Colfax Needs

It is the understanding of HOLT Renewables that the City of Colfax Wastewater Treatment Plant would like to monetize unused land to alleviate their cost of electricity. The City is looking to deploy a solar project that will produce between 780,000kWh – 1,000,000kWh annually which will initially offset +100% of the annual consumption from PG&E. The City currently consumes an estimated 764,681kWh on an annual basis and is well aware that the requested system will initially produce more power than what will be consumed on an annual basis. The reason for the over production is because the City is expecting long term, maximized benefits from solar. Therefore, even when taking annual degradation into account the system is expected to offset over 100% of the total annual consumption well after the first year of operation. In the event that the City would like to integrate an energy storage system in the future, the current system is sized to accommodate.

Approach to the The City of Colfax Solar Project

STEP 1: Site Diligence, Engineering and Financing

Site Diligence

- Our team will complete control tasks, including CEQA, environmental permitting, community awareness, geotechnical reports and/or structural analysis, boundary & topographical surveys, point of common coupling (POCC) evaluations, and FAA requirements analysis

Contracting

- Our Development team will execute agreements with all subcontractors and vendors to begin work once the project receives “notice to proceed”.

Detailed Design

- Our Engineering team will develop detailed engineering design documents adhering to all federal, state, and local codes to prepare for permitting
- HOLT Renewables will engage a third-party engineer to perform quality assurance and verify all project information and designs
- We will also verify designs against all previously submitted interconnection applications to ensure that the system plans are aligned across the utility and all jurisdictional authorities

STEP 2: Permit Approvals

Interconnection Activities

- Interconnection Review
- HOLT Renewables will submit all interconnection materials (system design, production, etc.) to PG&E for a pre-application review.
- Once we have the pre-application results, we will optimize system design to ensure that minimal utility system upgrades will be required.
- HOLT Renewables will engage PG&E for a detailed interconnection study.
- With the City's permission, we always begin interconnection during the contracting process to ensure that applications are processed in due time and project construction can begin as soon as possible.

Permitting

- HOLT Renewables will submit all designs to the relevant authority having jurisdiction, including federal, state, and local agencies. We will hold public meetings, collect comments, and adjust accordingly to arrive at final design and ultimate permitting approval.

STEP 3: Construction

Procurement

- Our Development team will be mobilized to the site where it will coordinate deliveries, “lay-down” areas, equipment storage, and conduct other logistical activities
- All equipment procurement will be completed at the initiation of this step. For more information on our procurement strategy, see the “Technical Proposal” section.

Construction

- Our Development team will work with the construction contractor to generate safety plans for each site. All subcontractors on site will be granted the appropriate level of safety supervision
- During construction, our Development team and in-house construction manager will conduct daily quality assurance checks and coordinate activities to minimize site disruptions.
- Our Development team Project Lead works with your facilities team to schedule site visits, deliver materials, and build the project

STEP 4: Interconnection and Completion

Interconnection Approval

- Once the system is fully constructed, PG&E will deliver an onsite inspection (“witness test”)
- Following successful commission testing, the system will receive interconnection approval and “permission to operate” from utility

Commissioning

- The system will be performance tested and field-inspected by the local utility. Once the “proving period” is complete, the utility will give its approval to “energize” the system.
- The system commences commercial operation, i.e. where it begins generating energy to be consumed onsite at the facility

HOLT Renewables Relevant Project Portfolio



Client	174 Power Global – Jacksonville Electric Coop
Location	Jacksonville, FL
Size	9.01MWdc
Technical Description	<p>9.01MWdc project consisting of 8,033 Q.Plus L-G4.2 345W, 16,472 Q.Power L-G5.2 325W and 2,755 Q.Power LG5.2 320W solar modules. 940 Strings of 29 modules. (2) Sungrow SG2500U-MV central inverters.</p> <p>The project used the NEXTracker NX Horizon single axis tracker with modules mounted horizontally. Row to row spacing is 18.5ft with 35.36% ground coverage.</p> <p>The project had (2) 750kWh batteries that were DC coupled to the inverters.</p> <p>Interconnection took place at a medium voltage level.</p>
Scope	Engineering, Permitting, Procurement, Construction and interconnection of the 9.01MWdc Solar + Storage ground mount
Duration	4/1/2019 – 12/5/2019
Financing	174 Power Global PPA

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Client	City of Woodland California
Location	Woodland, CA
Size	2.7MWdc
Technical Description	<p><u>Project 1</u> – (4,480) 305W PV modules, (2) Solectria SGI 500XTM central inverters, fixed tilt ground mount. Special engineering considerations due to flood zone; 9’ clearance from the basin base elevation to the bottom of panels, raised central inverters with custom casing.</p> <p><u>Project 2</u> – (102) 305W PV modules, (1) Soliectria PVI 23TL inverter, fixed tilt ground mount</p> <p><u>Project 3</u> – (1,938) 305W PV modules, (19) Solectria PVI 28TL inverters, carport super structure. Distributed generation model taking advantage of the inherent modularity presented in the electrical schematic by the repeating groupings of PV strings with inverters and groupings of inverters with a transformer.</p> <p><u>Project 4</u> – (1,479) 305W PV modules, (12) Solectria PVI 28TL & 3 Solectria PVI 23TL inverters, flush mount and shade structure. The point of interconnection took place between the roof mounted and shade structure mounted panels at an existing electrical room.</p> <p><u>Project 5</u> – (425) 305W PV modules, (5) solectria PVI 23TL inverters, shade structure 7.5-degree tilt and 180-degree azimuth. 19’ minimum clearance due to heavy equipment being parked at this specific location.</p> <p><u>Project 6</u> – (731) 305W PV modules (3) Solectria PVI 23TL inverters & 1 Solectria PVI 28TL inverter, shade structure 270-degree azimuth at 7.5-degree tilt to meet a specific energy production goal.</p> <p>Separate interconnections which fell under the Net Energy Metering Aggregation (NEMA) program</p>
Scope	HOLT Renewables engineered, permitted, installed and interconnected solar projects at six city government buildings consisting of carports, rooftops, shade canopies and ground-mount installations.
Duration	March 2014 – June 2015
Financing	PPA

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Client	The City of Wasco – Siemens
Location	Wasco, CA
Size	1.8MWdc
Technical Description	<p>The installation consists of (5,346) SILFAB SLG-M 345W photovoltaic modules with a 180-degree azimuth. The modules are tilted 25 degrees and use a pour in place Game Change ballasted racking system.</p> <p>A total of (27) ABB TRIO 50.0-TL-OUTD, UL1741 listed, grid tied inverters receive the power from the photovoltaic array and a utility AC disconnect isolates the system from the utility grid.</p> <p>The system is interconnected to new electrical service at 480VAC and operates in parallel with the local energy provider's electric grid per the requirements of the CEC.</p> <p>HOLT Renewables had to request a new generation service from PG&E.</p>
Scope	Engineering, Permitting, Procurement, Construction and interconnection of a 1.8MWdc ballasted solar array at a landfill. The project was part of California's RES-BCT program
Duration	10/2018 – 4/2019
Financing	Siemens - PPA

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Client	City of Marianna WWTP
Location	Marianna, FL
Size	1.9MWdc
Technical Description	<p>1.9MWdc facility constructed on a 10-acre site needed significant clearing and grubbing along with erosion control measures. Also, the construction of a stormwater management facility needed to take place due to environmentally sensitive areas on site.</p> <p>HOLT Renewables deployed (5,742) Canadian Solar 330W solar modules, (3) strings of (3,744), (1566), and (432) panels. (29) 60kW Canadian Solar CSI-60KTL-GS inverters with (4) 500KVA pad mounted transformers. RBI fixed tilt racking.</p> <p>Interconnection was to a medium voltage combiner.</p>
Scope	Engineering, Permitting, Procurement, Construction and Interconnection of 1.9MWdc ground mount installation.
Duration	9/2018 – 6/2019
Financing	Florida Department of Environmental Protection

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Client	IGS – Hormel Foods
Location	Lathrop, CA
Size	739.26kWdc
Technical Description	<p>The installation consists of a total of (1,998) JA Solar JAM72S01-370/PR, 370W Photovoltaic Modules with an 195.4° azimuth. This design includes a fixed tilt ground mounted array and a roof mounted array.</p> <p>Site 1 – Ground mount consisting of (1,296) JA 370W PV modules mounted on RBI Solar Rack Model at 20 degrees fixed tilt: 72 strings of 18 with (6) Chint 60kW inverters.</p> <p>Site 2 – Ballasted roof mount on 7 separate roof tops utilizing (702) JA 370W PV modules mounted with Panel Claw Polar Bear III HD racking at a 10-degree tilt. 39 strings of 18 with (2) Chint 60kW, (1) Chint 50kW and (1) Chint 36kW inverter(s).</p> <p>The system is interconnected to the existing electrical service at 480VAC and is operated in parallel with the local energy provider's electric grid per the requirements of the CEC</p>
Scope	Engineering, Permitting, Procurement, Construction and Interconnection of 479.52kWdc ground mount and 259.74kWdc rooftop solar installation
Duration	06/2019 – 12/2019
Financing	IGS Provided PPA

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Client	Vallecitos Water District
Location	San Marcos, CA
Size	2.13MWdc
Technical Description	<p>Project 1 – Lift Station: 236.52kWdc. The installation consists of (648) Adani Solar ASB-7-365 bifacial 365W solar modules with a 252.4-degree azimuth. The modules are tilted at 20-degrees and use a GameChange ballasted ground mount racking system. The ballasted racking will accommodate the existing soil conditions and require no ground penetrations. (3) Delta M6OU_120; 60kW AC, grid tied inverters.</p> <p>The system will be interconnected to the existing electrical service at 480VAC and will be operated in parallel with the local energy providers grid. Interconnection to the Main Distribution gear is achieved through a line side tap.</p> <p>Project 2: Twin Oaks Reservoir: 1.89MWdc. The installation consists of (5,184) Adani Solar ASB-7-365 bifacial, 365W solar modules with a 180-degree azimuth. The modules are tilted at 20-degrees and use a GameChange ballasted ground mount racking system. Special Engineering considerations were taken due to the weight limit of the reservoir tank. The racking needed 12-foot row spacing to allow clearance from all vents and access points. (18) Delta M80U_120;80kWac grid tied inverters.</p> <p>The design phase of this project had to take account of potential shade from a nearby mountain. HOLT Renewables used 3D modeling using topographic maps to generate a shade analysis. Directional boring is required to route the conduits down a steep grade. New PV switchgear had to be installed which will combine the output circuits of each AC panelboard mounted on the reservoirs.</p> <p>The system will be interconnected to the existing electrical service at 480VAC and will be operated in parallel with the local energy providers grid.</p>
Scope	Design, Permit, Construct and Interconnect a total of seven turnkey, grid-tied solar systems on various school facilities, consisting of rooftop and ground mount installations.
Duration	05/2020 – in construction
Financing	PPA

HOLT Renewables List of References

Client	174 Power Global – Jacksonville Electric Coop
Location	Jacksonville, FL
Size	9.01MWdc
Scope	Engineering, Procurement and Construction of 9.01MWdc Solar + Storage ground mount
Contact	Juan Fernandez, PMP: 325-518-0448
Client	City of Woodland California
Location	Woodland, CA
Size	2.7MWdc
Scope	HOLT Renewables installed solar projects at six city government buildings consisting of carports, rooftops, shade canopies and ground-mount installations.
Contact	Roberta Childers: 530-723-8511
Client	City of Bisbee Wastewater Treatment Plant
Location	Bisbee, AZ
Size	400kWdc
Scope	HOLT Renewables installed a 400 kW solar array at the San Jose Wastewater Treatment Plant in Bisbee, AZ.
Contact	Mike Krebs, MBA, PE: 480-991-3595

Appendix

- HOLT Renewables Insurance Coverage
 - Solar Panel Datasheet
 - Inverter Datasheet
 - Racking Datasheet
- Appendix D Consultant Services Agreement
 - Addendum #1
 - Addendum #2

Insurance Coverage

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Wotham Attention: Jacob E. Gutierrez 131 Interpark Blvd. San Antonio, TX 78216 117991919-Cas-20-21*	CONTACT NAME: Jacob Gutierrez PHONE (A/C No. Ext.): 210-249-2319 FAX (A/C No.): E-MAIL ADDRESS: jacob.gutierrez@marsh.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER C: The Insurance Company of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Insurance Company</td> <td>41718</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150	INSURER B: National Union Fire Ins Co Pittsburgh PA	19445	INSURER C: The Insurance Company of the State of PA	19429	INSURER D: Endurance American Specialty Insurance Company	41718	INSURER E:		INSURER F:
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INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** HOU-003611473-03 **REVISION NUMBER:** 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSD	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			X	X	EPO1066004-00	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GKLL			X	X	CA2961564	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GKLL "All Locations" \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			X	X	ULP1059704-00	03/01/2020	03/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			X	N/A	WC080756327	03/01/2020	03/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability					EL030001545200	03/01/2020	03/01/2021	Each Occurrence 4,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is/are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER CPS ENERGY 145 Navarro San Antonio, TX 78205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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HOLT Renewables Contact Information

Contact Name	Aaron Arriaga
Title	Commercial Project Developer
Telephone Number	512-382-2999
Direct Dial	936-828-7128
Email Address	aaron.arriaga@holtrenewables.com
Website Address	www.holtrenewables.com

Thank you

HOLT Renewables: Design/Build Cost Proposal

Aaron Arriaga
Commercial Project Developer
HOLT Renewables, LLC.
936-828-7128
Aaron.Arriaga@HoltRenewables.com

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Part A: Engineering Design & Coordination

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GENERAL NOTES:

PROCEDURAL NOTES:

- P1. PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL NOTIFY HOLT OF ANY DISCREPANCIES DISCOVERED BETWEEN THESE PLANS AND THE SITE CONDITIONS; SUCH AS DIMENSIONS, EXISTING CONDITIONS, STRUCTURE, ELECTRICAL RUNS (SPECIFY EXISTING ITEMS), WALLS, PARAPETS, FLASHING, MANUFACTURER RECOMMENDATIONS OR CODES, REGULATIONS OR RULES OF AHJ.
- P2. ALL DIMENSIONS OR EXISTING CONDITIONS MUST BE VERIFIED PRIOR TO COMMENCING WORK.
- P3. THE CONTRACTOR IS RESPONSIBLE FOR ALL BRACING AND SHORING OF EQUIPMENT DURING INSTALLATION.
- P4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS, OSHA REQUIREMENTS AND SAFETY MEASURES ON SITE. THE ENGINEER HAS NO OVERALL SUPERVISORY AUTHORITY AND NO DIRECT RESPONSIBILITY FOR THE SPECIFIC WORKING CONDITIONS OR FOR POSSIBLE EXISTING HAZARDS.
- P5. CONTRACTOR QUESTIONS SHALL BE SUBMITTED TO HOLT PRIOR TO MAKING ANY CHANGES. HOLT WILL PROVIDE RFI'S TO ENGINEER AND RFI RESPONSES TO CONTRACTOR AS REQUIRED. ALL DOCUMENT CONTROL WILL BE ADMINISTERED BY HOLT .

GENERAL NOTES:

- G1. ALL WORK SHALL BE PERFORMED IN A SAFE, EFFICIENT, AND WORKMAN LIKE MANNER.
- G2. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL EQUIPMENT AND FOLLOWING ALL MANUFACTURER'S OR ENGINEER'S DIRECTIONS AND INSTRUCTIONS SHOWN HERE.
- G3. THE ELECTRICAL CONTRACTOR IS ADVISED THAT ALL DRAWINGS, COMPONENT MANUALS, ESPECIALLY THE INVERTER MANUALS, ARE TO BE READ AND UNDERSTOOD PRIOR TO INSTALLATION OR ENERGIZING OF ANY EQUIPMENT. THE CONTRACTOR IS ALSO ADVISED TO HAVE ALL COMPONENT SWITCHES IN THE OFF (OPEN) POSITION AND FUSES REMOVED PRIOR TO INSTALLATION OF FUSE-BEARING COMPONENTS.
- G4. INSTALLATION CREW IS TO HAVE A MINIMUM OF ONE JOURNEYMAN LEVEL ELECTRICIAN PER THREE APPRENTICE'S ON SITE AT ALL TIMES WHEN ELECTRICAL WORK IS BEING PERFORMED.
- G5. CONTRACTOR SHALL HAVE A NABCEP-CERTIFIED INSTALLER DIRECTLY SUPERVISE ALL PV SYSTEM INSTALLATION WORK.
- G6. FOR SAFETY IT IS RECOMMENDED THE INSTALLATION CREW ALWAYS HAVE A MINIMUM OF TWO PEOPLE WORKING TOGETHER.
- G7. THIS SOLAR PHOTOVOLTAIC SYSTEM SHALL BE INSTALLED FOLLOWING THE CONVENTIONS OF THE CEC. ANY LOCAL CODE WHICH MAY SUPERSEDE THE CEC SHALL GOVERN.
- G8. ALL COMPONENTS TO BE INSTALLED WITH THIS SYSTEM ARE TO BE LISTED BY A THIRD PARTY TESTING AGENCY (UL, ETL, ETC.). EQUIPMENT SHALL BE NEMA 3R OUTDOOR RATED OR BETTER, UNLESS LOCATED INDOORS.
- G9. THE ENGINEER SPECIFIES THE MINIMUM REQUIRED EQUIPMENT AND SPECIFICATIONS TO ACCOMPLISH THE PROJECT AND THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO ENSURE THAT THESE SPECIFICATIONS ARE MET OR EXCEEDED WITH GOOD QUALITY EQUIPMENT, WORKMANSHIP AND SKILL.
- G10. DC VOLTAGE FROM THE ARRAY IS ALWAYS PRESENT AT THE DC DISCONNECT ENCLOSURE AND THE DC TERMINALS OF THE INVERTER DURING DAYLIGHT HOURS. ALL PERSONS WORKING ON OR INVOLVED WITH THIS PHOTOVOLTAIC SYSTEM MUST BE WARNED THAT SOLAR MODULES ARE ENERGIZED WHEN EXPOSED TO DAYLIGHT. THE LINE AND LOAD TERMINALS ON THE DC DISCONNECTS MAY BE ENERGIZED IN THE OPEN POSITION AND THE SWITCH IS TO BE LABELED TO COMPLY WITH ARTICLE 690.17 OF THE CEC.
- G11. ALL PORTIONS OF THIS SOLAR ELECTRIC SYSTEM SHALL BE CLEARLY MARKED IN ACCORDANCE WITH CEC ARTICLE 690.
- G12. FOR PROPER MAINTENANCE AND ISOLATION OF INVERTERS, REFER TO ISOLATION PROCEDURE IN INVERTER OPERATION MANUAL. CONTRACTOR PERFORMING THE MAINTENANCE IS RESPONSIBLE TO FOLLOW ALL LOCKOUT/TAGOUT PROCEDURES.
- G13. THIS PHOTOVOLTAIC SYSTEM'S UTILITY INTERCONNECTION POINT SHALL MEET THE SPECIFIC REQUIREMENTS OF CEC ARTICLE 705.12. FOLLOW THE SPECIFIC INSTRUCTIONS IN THIS DRAWING SET TO MEET THIS CODE REQUIREMENT.
- G14. THE GROUNDING OF THE PHOTOVOLTAIC SYSTEM SHALL COMPLY WITH CEC 690.45 AND CEC 690.47. IF THE REQUIREMENTS DESCRIBED IN THIS DRAWING SET

- G15. ELECTRICAL CONTRACTOR SHALL COORDINATE EQUIPMENT ACCEPTANCE TESTING AND COMMISSIONING WITH HOLT .
- G16. THE CONTRACTOR IS RESPONSIBLE FOR MOUNTING ALL EQUIPMENT PER THE ENGINEER'S REPORT OR MANUFACTURER'S SPECIFICATIONS. IF SPECIFICATIONS ARE NOT APPARENT, THE CONTRACTOR SHALL USE DILIGENT EFFORTS TO MOUNT EQUIPMENT SUCH THAT IT WILL BE CLEAN, LEVEL AND SOLID IN ORDER TO LAST THE LIFETIME OF THIS SOLAR ELECTRIC SYSTEM.
- G17. ANY METAL SHAVINGS RESULTING FROM SITE WORK SHALL BE CLEANED FROM ENCLOSURE INTERIORS, TOP SURFACES OF ENCLOSURES, THE GROUND SURFACE, ROOFS AND ANY ADDITIONAL AREAS WHERE OXIDIZED OR CONDUCTIVE METAL SHAVINGS MAY CAUSE RUST, ELECTRICAL SHORT CIRCUITS OR OTHER DAMAGE.
- G18. THE ELECTRICAL CONTRACTOR SHALL CONSIDER THE WEATHERING OF EQUIPMENT OVER TIME AND ELIMINATE THE POSSIBILITY OF DEGRADATION OF EQUIPMENT DUE TO WATER ENTRY AND UV EXPOSURE. AS A RESULT, HOLT REQUIRES THE USE OF UNISTRUT OR SIMILAR MOUNTING SYSTEMS TO MOUNT ENCLOSURES, PULL BOXES, LOAD CENTERS, FUSE BOXES OR OTHER EQUIPMENT TO ROOFTOPS AND WALLS TO PREVENT WATER BUILD-UP. WEEP HOLES SHALL NOT BE PROVIDED IN ENCLOSURES THAT WOULD CAUSE A REDUCTION IN THE ENCLOSURES' NEMA RATING. SEALING CONDUIT WITH A FIRE RETARDANT FOAM OR CAULK AT ENCLOSURE ENTRY POINTS IS RECOMMENDED TO MINIMIZE CONDENSATION AND PESTS IN ENCLOSURES. FOR CONDUIT LOCATIONS RUNNING THROUGH WALLS FIRE RETARDANT FOAM OR CAULK MUST BE USED TO MAINTAIN THE CURRENT FIRE RATING OF THE WALL AND MUST COMPLY WITH UL 1479 & UL 723 STANDARDS FOR THROUGH PENETRATIONS.
- G19. ALL MATERIAL SHALL BE NEW AND RATED FOR UV EXPOSURE WHERE EXPOSED TO SUNLIGHT.
- G20. CONSTRUCTION STAGING OF CONCENTRATED LOADS ON ROOF SHALL BE MINIMIZED. SPECIAL ATTENTION SHALL BE PAID TO ROOF LOADING DURING INSTALLATION SUCH THAT HEAVY ITEMS ARE NOT LOADED IN A MANNER THAT WOULD OVERLOAD THE ROOF.
- G21. CONTRACTOR SHALL COORDINATE SOLAR ARRAY INSTALLATION WORK WHERE MINIMAL DAMAGE OCCURS TO LANDSCAPE. CONTRACTOR SHALL RESTORE ALL DAMAGED LANDSCAPE TO ORIGINAL CONDITION.
- G22. CONTRACTOR SHALL RESTORE INTERIOR/EXTERIOR FINISHES TO ORIGINAL OR BETTER CONDITION.
- G23. EXISTING TREES REMOVED AS PART OF CONSTRUCTION SHALL HAVE THEIR STUMPS GROUND TO 12" BELOW GRADE AND COVERED WITH NATIVE TOPSOIL. TOPSOIL SHALL BE FILLED AND COMPACTED TO MATCH EXISTING GRADE.
- G24. PROVIDE AND INSTALL GROUNDING TYPE BUSHING WITH GND WIRE TO ENCLOSURE ON ALL CONCENTRIC OR ECCENTRIC KNOCKOUTS.

ELECTRICAL NOTES:

- E1. IN EVERY PULL BOX, TERMINAL BOX, AND AT ALL PLACES WHERE CONDUCTORS MAY NOT BE READILY IDENTIFIED BY NAMEPLATE MARKINGS ON THE EQUIPMENT TO WHICH THEY CONNECT, IDENTIFY EACH CIRCUIT WITH A PLASTIC LABEL OR TAG FOR NUMBER, POLARITY OR PHASE.
- E2. THE LAYOUT OF CONDUIT SHOWN IN THESE PLANS IS INDICATIVE ONLY. CONTRACTOR SHALL ROUTE AND LOCATE THE CONDUITS TO SUIT SITE CONDITIONS BUT SHALL NOT EXCEED THE MAXIMUM CONDUCTOR LENGTHS IDENTIFIED ON THE CONDUCTOR SCHEDULE. CONTRACTOR SHALL COORDINATE ALL CHANGES IN CONDUCTOR AND CONDUIT WITH THE ENGINEER VIA AN RFI.
- E3. WHERE CONDUCTOR AND CABLE ROUTING IS NOT SHOWN, AND DESTINATION ONLY IS INDICATED, CONTRACTOR SHALL DETERMINE EXACT ROUTING AND LENGTHS REQUIRED. A SHOP DRAWING OF PROPOSED INSTALLATION SHALL BE SUPPLIED PRIOR TO INSTALLATION.
- E4. BENDS SHALL NOT DAMAGE THE RACEWAY OR SIGNIFICANTLY CHANGE THE INTERNAL DIAMETER OF RACEWAYS (NO KINKS).
- E5. SUPPORT CONDUCTORS IN VERTICAL CONDUITS IN ACCORDANCE WITH REQUIREMENTS IN CEC 300.19.
- E6. INSTALL ALL CONDUCTOR MATERIALS IN A NEAT WORKMANLIKE MANNER. USE GOOD TRADE PRACTICES AS REQUIRED BY CHAPTER 3 OF THE CEC.
- E7. INSTALL CONDUIT TO MAINTAIN PROPER CLEARANCES AND IN A NEAT INCONSPICUOUS MANNER. RUN PARALLEL AND AT RIGHT ANGLES TO STRUCTURAL MEMBERS OR OTHER CONDUITS. PROVIDE BOXES, FITTINGS AND

- E8. SUPPORT CONDUIT USING STEEL PIPE STRAPS (OAE), LAY-IN ADJUSTABLE HANGERS, CLEVIS HANGERS OR SPLIT-HANGERS. HANGER SPACING SHALL BE INSTALLED PER CEC REQUIREMENTS FOR THE TYPE OF CONDUIT BEING INSTALLED. USE APPROVED BEAM CLAMPS FOR CONNECTION TO STRUCTURAL MEMBERS.
- E9. PROVIDE PULL, JUNCTION, OR CHRISTY BOXES WHERE REQUIRED TO FACILITATE THE INSTALLATION OF CONDUCTOR IN ADDITION TO THOSE SHOWN ON THE DRAWINGS. BENDS IN CONDUITS BETWEEN PULL BOXES SHALL NOT EXCEED THE EQUIVALENT OF FOUR 90 DEGREE BENDS.
- E10. RACEWAY EXPANSION FITTINGS SHALL BE INSTALLED TO ALLOW FOR THERMAL EXPANSION AND CONTRACTION WHERE NECESSARY. PER CEC 300.7(B), MANUFACTURER INSTRUCTIONS SHALL BE FOLLOWED AND ALL ACCESSORIES SHALL BE INSTALLED TO ENSURE PROPER FUNCTIONING OF FITTINGS.
- E11. WHEN FIELD CUTTING IS REQUIRED, THE CONDUIT SHALL BE CUT SQUARE AND DEBURRED.
- E12. CONDUIT SIZES NOT SPECIFIED SHOULD CONFORM TO CEC SPECIFICATIONS, TO INCLUDE FILL FACTOR AND DERATING FOR NUMBER OF CONDUCTORS.
- E13. THE POWER CONDUCTORS MINIMUM SIZE SHALL BE #12 AWG.
- E14. SAFETY REGULATIONS (LOCK OUT - TAG OUT, ETC.) IS THE FULL RESPONSIBILITY OF THE CONTRACTOR DURING CONSTRUCTION.
- E15. THE CONDUCTOR SIZE IS BASED ON THE ESTIMATED CONDUIT ROUTING AS SHOWN IN THIS DRAWING PACKAGE. SHOULD THE CONDUIT'S LENGTH INCREASE DUE TO RELOCATION OF SOURCE AND/OR ROUTING, THE CONDUITS AND THE CONDUCTORS MAY NEED TO BE RESIZED. SUBCONTRACTOR SHALL CONTACT HOLT PRIOR TO MAKING ANY FIELD CHANGES.
- E16. ALL CONDUCTORS IN CONDUIT SHALL BE THWN-2, XHHW-2, RHW-2,PVWIRE, OR XLPE. USE BARE COPPER FOR GROUND FOR ALL EXTERNAL GROUNDING. PVWIRE OR APPROVED EQUIVALENT SHALL BE USED FOR ALL EXPOSED OR HOMERUN CONDUCTORS.
- E17. FOR INTERCONNECTION VIA BUS TAP:
 - A. OVERCURRENT PROTECTION (SWITCHING DEVICE AND MEANS OF DISCONNECT) MUST BE LOCATED PER CEC 240.21.
 - B. THE CONDUCTORS SHALL BE CRIMPED WITH A CRIMP-ON TERMINAL LUG, MANUFACTURED BY ILSCO, BURNDY, OAE. THE TERMINAL LUG SHALL HAVE IDENTIFICATION OR COLOR CODING TO MATCH THE CONDUCTOR SIZE. TERMINAL LUGS SHALL HAVE LONG BARRELS TO PROVIDE 2 CRIMPS PER TERMINAL LUG PER CONDUCTOR.
 - C. CRIMPED TERMINAL LUGS SHALL BE CONSTRUCTED OF PURE COPPER AND TIN-PLATED FOR HIGH CONDUCTIVITY AND RATED FOR 600V AT 90°C WHEN USED WITH COPPER CONDUCTORS.
 - D. THE CRIMP MUST BE MADE WITH THE MANUFACTURER'S APPROVED TOOL DEVICE TO ACHIEVE THE PROPER CRIMP CONNECTION.
 - E. USE STAINLESS STEEL HARDWARE WITH THE FASTENER TORQUED TO MANUFACTURER'S RECOMMENDATIONS ON ALL THREE PHASES TO COMPLY WITH ARTICLE 110.14 OF THE CEC.
 - F. MINIMUM BEND RADIUS SHALL BE OBSERVED TO MAINTAIN GOOD CONDUCTOR QUALITY AND CONDUCTOR MANAGEMENT IN THE LOAD CENTER OR TRANSFORMER. IF THIS BEND RADIUS IS TOO CONSTRICTING, USE A 90° CRIMP-ON LUG MANUFACTURED BY ILSCO, BURNDY, OAE. 90° CRIMP-ON LUG MUST BE INSTALLED WITH RATED INSULATION THAT MEETS OR EXCEEDS THE CONDUCTORS' INSULATION IT IS BEING USED WITH. IT IS RECOMMENDED THAT ACCEPTABLE CLEARANCES ARE MAINTAINED WITH THIS BUS TAP FOR SAFE, CONTINUOUS OPERATION .
 - G. FOLLOW MANUFACTURER'S GUIDELINES, OR THE APPLICABLE AHJ, FOR MODIFICATION OF BUS BAR(S).
- E18. ALL CONDUITS SHALL BE FREE OF ANY OBSTRUCTIONS AND PROPERLY SECURED BEFORE CONDUCTOR IS PULLED.
- E19. ELECTRICAL CONTRACTOR SHALL PROVIDE SIGNAGE TO ALL ELECTRICAL BOXES, JUNCTION BOXES, PULL BOXES, DC DISCONNECTS, CONDUIT RUNS, AC DISCONNECTS, SUB PANELS AND MAIN SERVICES PER CEC ARTICLE 690.
- E20. THE ELECTRICAL CONTRACTOR SHALL PERFORM INITIAL HARDWARE CHECKS AND CONDUCTOR CONDUCTIVITY CHECKS PRIOR TO TERMINATING ANY CONDUCTORS. COMPLETE MEGGER (INSULATION RESISTANCE) TESTING IN REFERENCE TO GROUND AND TO EACH CONDUCTOR IN THE SAME CONDUIT ON ALL AC AND DC POWER CONDUCTORS. VERIFY AND DOCUMENT A RESISTANCE OF AT LEAST 100MΩ ON EACH CONDUCTOR USING A 1000V RAMP-UP TEST FOR ONE MINUTE. DO NOT MEGGER THE SOLAR MODULES. MEGGERING IS INTENDED FOR ALL POWER CONDUCTORS INSTALLED BY THE ELECTRICAL CONTRACTOR.
- E21. ENSURE THAT ANY EXISTING LIGHTNING PROTECTION AIR TERMINALS EXTEND A MINIMUM OF 10" ABOVE THE TOP OF THE PV MODULES. THIS CAN BE ACCOMPLISHED BY EXTENDING THE EXISTING AIR TERMINAL OR BY INSTALLING A

- E22. TORQUE: ALL CONDUCTORS LANDING IN SCREW CONNECTIONS MUST BE PROPERLY TIGHTENED TO THE MANUFACTURER'S TORQUE REQUIREMENTS. ALL BOLTED CONDUCTOR TERMINATIONS MUST BE TORQUED TO THEIR RATED VALUE. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO ENSURE ALL CONDUCTORS WITH TORQUE REQUIREMENTS HAVE BEEN MARKED WITH A PAINT PEN OR PERMANENT MARKER **AT THE TIME THAT THE TORQUE TEST WAS DONE.**
- E23. ALL METALLIC ENCLOSURES SHALL BE GROUNDED PER CEC ART. 250.
- E24. EQUIPMENT USED SHALL BE RATED FOR THE ENVIRONMENT IN WHICH IT IS BEING INSTALLED (I.E. NEMA 1, 3R, 4, 4X,12).
- E25. CONTRACTOR SHALL COMPLY WITH THE GENERAL DC CONDUCTOR CONDUIT MAX FILL OUTLINED IN THE TABLE BELOW. A SINGLE #6 THWN-2 EGC HAS BEEN INCLUDED IN THE FILL CALCULATIONS.

10 AWG PV WIRE CONDUIT FILL						
CONDUIT SIZE	EMT	IMC	RMC	PVC40	HDPE	LFMC
3/4"	2	3	2	2	2	2
1"	5	5	5	4	4	5
1-1/4"	9	10	9	9	9	9
1-1/2"	13	14	13	12	12	12
2"	22	24	22	22	22	21
2-1/2"	40	34	33	31	31	33

ROOFING AND SEALING NOTES: (IF APPLICABLE)

- R1. A POLYURETHANE BASED ADHESIVE SHALL BE APPLIED TO ANY DRILLED HOLE FOR FASTENING.
- R2. ALL STANDOFFS SHALL BE MADE WATERTIGHT USING APPROVED METHODS BY THE ROOFING MATERIAL MANUFACTURER, DISTRIBUTOR OR ENGINEER OF RECORD.
- R3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ANY TRANSITION MATERIAL WHERE A DIFFERENCE OF 14" OF HEIGHT OR MORE BETWEEN THE ROOF AND STANDOFF BASE.
- R4. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF RIGID FOAM OR SPRAY FOAM TO FILL ANY VOID AROUND THE STANDOFF, FROM THE BASE UP TO 6" ABOVE THE ROOF.

MODULE INSTALLATION NOTES:

- M1. REFER TO THE MODULE MANUAL FOR DETAILS ON RIGGING, UNPACKING, HANDLING, PLANNING, AND INSTALLATION.
- M2. THE MODULES MAY BE SHIPPED WITH SEVERAL MODULES PER BOX. TAKE CARE WHEN OPENING THE BOX TO ENSURE THAT ALL MODULES ARE SECURELY HANDLED.
- M3. NEVER LEAVE A MODULE UNSUPPORTED OR UNSECURED. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL HANDLING ON THE JOB SITE.

GENERAL SAFETY NOTE:

THE ARRAY LAYOUT INCORPORATES DESIGN CONSIDERATIONS SET-FORTH BY THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION, THE CFC AND THE IFC. THESE GUIDELINES INCLUDE OFFSETS AND AISLE-WAYS TO ACCOMMODATE MOVEMENT ACROSS THE ROOF-TOP IN THE EVENT OF A FIRE. THERE ARE ALSO CONSIDERATIONS FOR MAXIMUM DIMENSIONS OF A CONTINUOUS ARRAY OR SUB-ARRAY. SINCE PHOTOVOLTAIC (PV) SOURCE AND OUTPUT CIRCUITS WILL BE ENERGIZED AS LONG AS THERE IS VISIBLE LIGHT, LABELING IS SPECIFIED IN THE PLANS TO DISTINGUISH PV CONDUITS FROM EXISTING SITE CONDUIT. BEYOND CAL-FIRE, THESE PLANS INCORPORATE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) GUIDELINES. THIS MAINLY PERTAINS TO MINIMUM OFFSETS FROM PARAPETS OR THE ROOF EDGE.

ELECTRICALLY, THE DESIGN SHALL MEET ALL EQUIPMENT WORKING CLEARANCES AS DEFINED IN CEC ARTICLE 110.26 AS WELL AS CAREFUL CONSIDERATION OF EGRESS PATHS WHEN EQUIPMENT DOORS ARE OPENED. EQUIPMENT ELEVATION DRAWINGS INCORPORATE TRUE-SCALED DIMENSIONS OF TRADE-SIZE CONDUIT BODIES AND SWEEPS TO ENSURE PROPER CONDUCTOR BEND RADII. THIS MEASURE WILL ENSURE THAT THE CORRECT CONDUIT FITTING WILL FIT THE ALLOTTED SPACE. FURTHER, ALL EQUIPMENT SPECIFIED SHALL BE LISTED BY A NATIONALLY RECOGNIZED TEST LAB (UL, IEEE, ETC.).

THE PLANS ALSO INCORPORATE EQUIPMENT AND GROUNDING DETAILS TO ENSURE PROPER INSTALLATION AS WELL AS A COMPLETE SHEET OF THE REQUIRED LABELS AND MARKINGS. THE LABELS ADDRESS PERTINENT ARTICLES OF THE CEC AS WELL AS STANDARDS ADOPTED FROM PAST PROJECTS WITH VARIOUS UTILITY COMPANIES AND LOCAL AUTHORITIES HAVING JURISDICTION.



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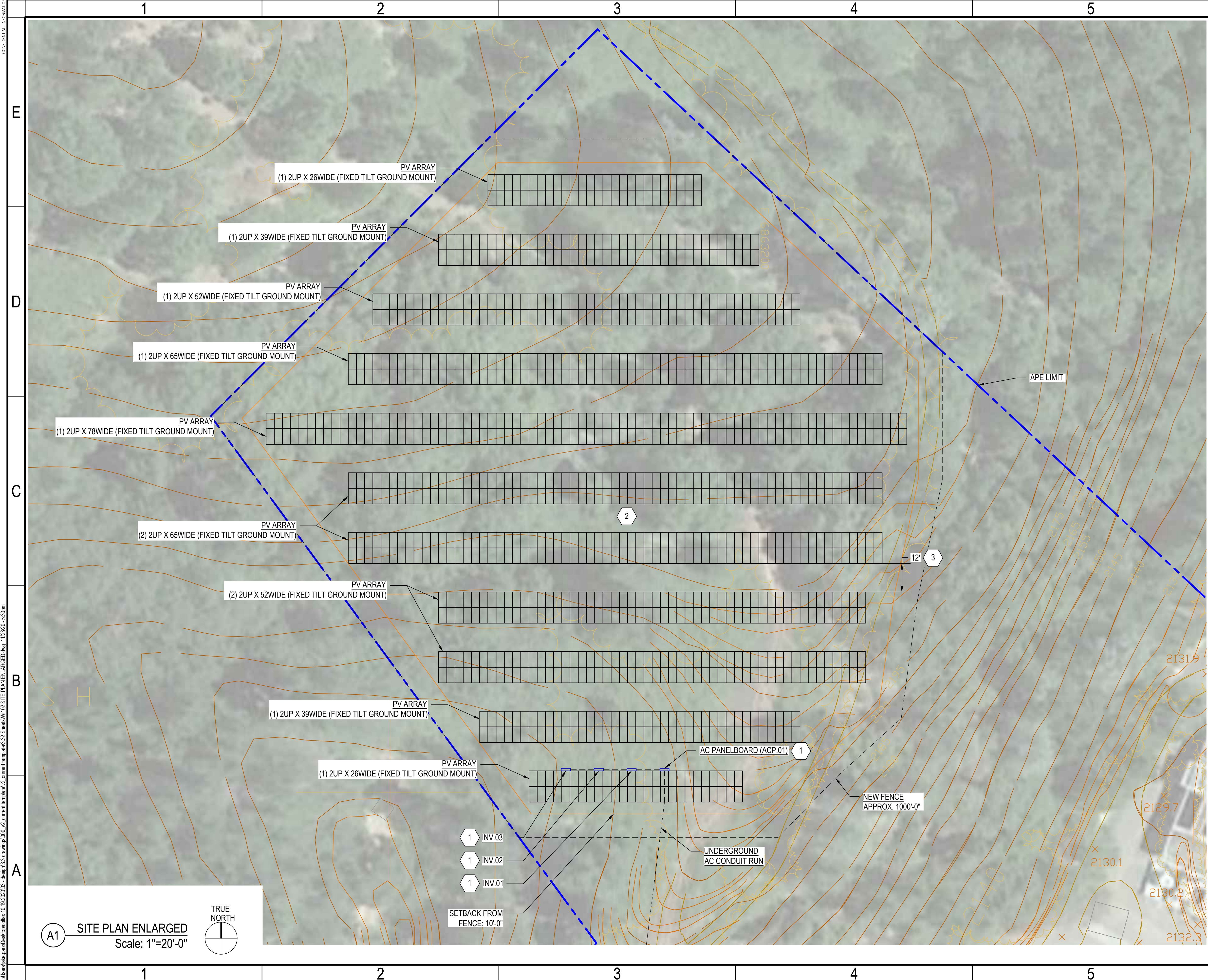
CITY OF COLFAX

CLIENT:
PROJECT:
COLFAX WTP SOLAR PROJECT
480.74 kW DC STC RATING
GRAND VIEW WAY
COLFAX, CA 95713

REV	DATE	DESCRIPTION
1	11.11.2020	REDESIGN FOR SOLAR PANEL SITE ALT. 1
2	10.20.2020	S/D REVISION - FUTURE ESS INTEGRATION
3	08.19.2020	RE-ISSUE FOR PRICING
4	08.10.2020	ISSUE FOR PRICING

PROJECT NO: **GI003**
 PHASE: **BID**
 COPYRIGHT: **HoltRenewables, 2020**
 SCALE: **AS NOTED**
 SHEET SIZE: **ANSI D - 22X34**
 SHEET TITLE: **GENERAL NOTES**

SHEET NO: **GI003**



GENERAL SHEET NOTES

1. ALL DIMENSIONS ARE APPROXIMATE AND MUST BE FIELD VERIFIED.
2. CONDUIT AND PULL BOXES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING CEC ARTICLES: 342.26 FOR IMC, 344.26 FOR RMC, 352.26 FOR PVC, 353.26 FOR HDPE, 358.26 FOR EMT CONDUIT, AND 314.28-314.30 FOR PULLBOXES.

SHEET KEYNOTES

1. INVERTERS AND OTHER PV EQUIPMENT AT ARRAY SHALL BE PILE MOUNTED.
2. TREES TO BE REMOVED. FIELD VERIFY EXACT LOCATION AND QUANTITY.
3. INTERROW SPACING DISTANCE TYPICAL FOR ENTIRE ARRAY.



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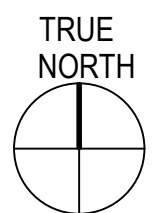
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D	11.11.2020	REDESIGN FOR SOLAR PANEL SITE ALT. 1	JNP	AWD
C	10.20.2020	S/D REVISION - FUTURE ESS INTEGRATION	JNP	AWD
B	08.19.2020	RE-ISSUE FOR PRICING	JNP	AWD
A	08.10.2020	ISSUE FOR PRICING	JNP	AWD

PROJECT NO: BID
PHASE: HOLTRENEWABLES, 2020
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SHEET TITLE:
SITE PLAN ENLARGED

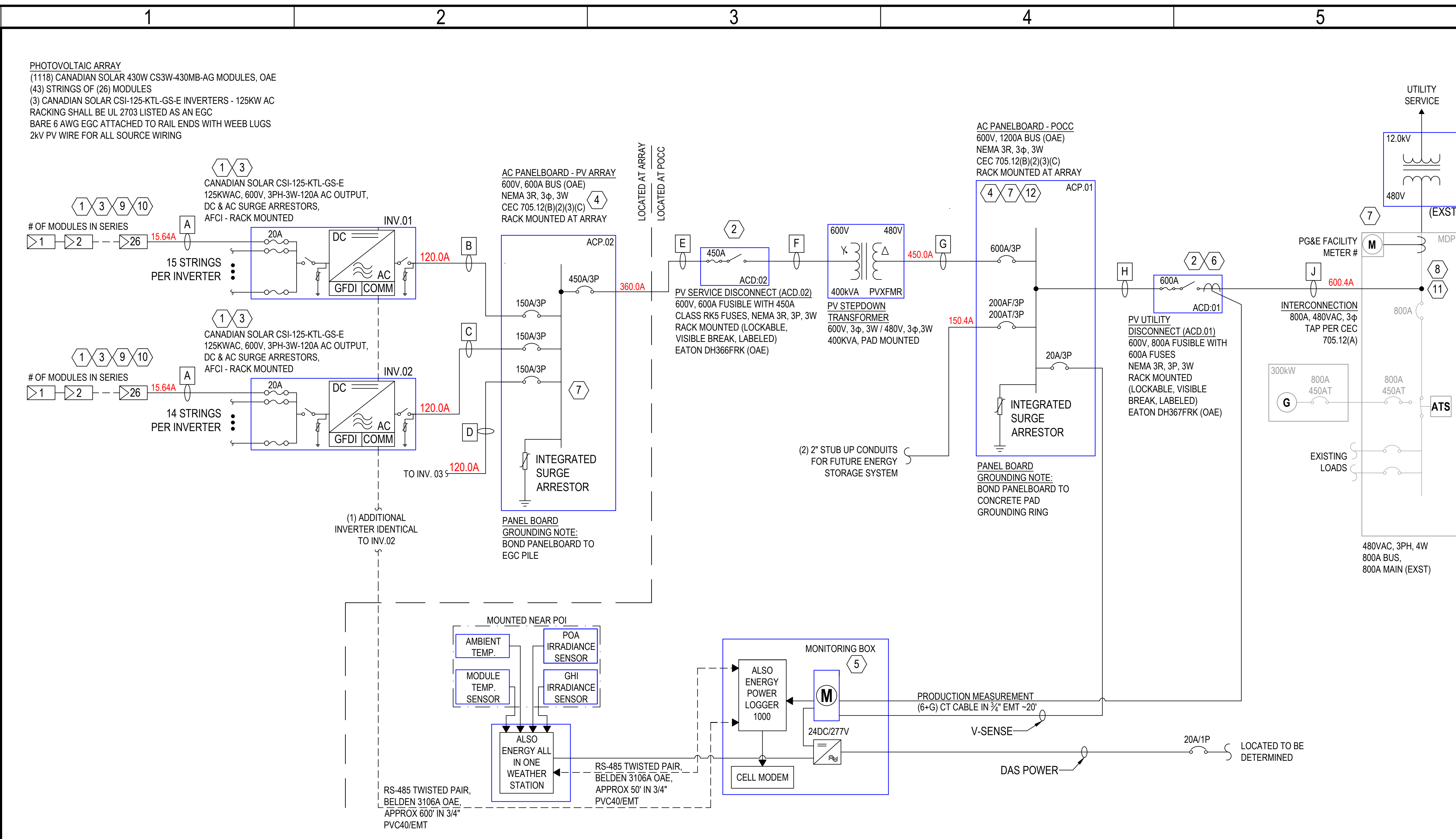
SHEET NO:
W1102

A1 SITE PLAN ENLARGED
Scale: 1"=20'-0"



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DC Strings Table

Keys	From	To	Total Number of Each String	String Isc (A)	String Isc *1.25 (A)	OCPD Size (A)	Voc, Max (V)	Length (Ft.)	Wire Type	Wire Insulation	Number of Phases	Current Carriers in Conduit	Conduit Count	Wire Size	EGC	Conduit	Voltage Drop (%)
A	Strings of 26 modules	Inverters (INV.XX)	43	12.51	15.64	20	1367.7	480 ea	Cu	PVwire	IMC/PVC40/FREE AIR	See E25/GI003	1	10	6	See E25/GI003	1.33

AC Aggregation Table

Keys	From	To	Voltage (V)	Power Factor	Current (A)	OCPD Size (A)	Length (Ft.)	Wire Type	Wire Insulation	Number of Phases	Current Carriers in Conduit	Current Carrier Wire Size (AWG or KCMIL)	Neutral Required in Circuit	Neutral Wire Size (AWG or KCMIL)	EGC	Conduit Count	Conduit Type	Conduit Size (Inches)	Conduit Fill (%)	Voltage Drop (%)
B	INV.01	ACP.02	600	0.99	120.0	150	30	Al	XHHW-2	3	3	4/0	No	N/A	4	1	PVC40/IMC	2	31.6%	0.11
C	INV.02	ACP.02	600	0.99	120.0	150	40	Al	XHHW-2	3	3	4/0	No	N/A	4	1	PVC40/IMC	2	31.6%	0.15
D	INV.03	ACP.02	600	0.99	120.0	150	50	Al	XHHW-2	3	3	4/0	No	N/A	4	1	PVC40/IMC	2	31.6%	0.18
E	ACP.02	PV XFMR DISCONNECT 01	600	0.99	360.0	450	320	Cu	THWN-2	3	3	250	No	N/A	2	2	PVC40	2 1/2	27.8%	0.95
F	PV XFMR DISCONNECT 01	PV XFMR	600	0.99	360.0	450	20	Cu	THWN-2	3	3	250	No	N/A	2	2	EMT	2 1/2	22.3%	0.06
G	PV XFMR	ACP.01	480	0.99	450.0	600	20	Cu	THWN-2	3	3	400	No	N/A	1	2	EMT	2 1/2	32.7%	0.07
H	ACP.01	ACP.01	480	0.99	600.4	800	30	Cu	THWN-2	3	3	400	No	N/A	1/0	3	PVC40	3	26.8%	0.08
J	ACD.01	INTERCONNECTION	480	0.99	600.4	800	60	Cu	THWN-2	3	3	400	No	N/A	1/0	3	PVC40	3	26.8%	0.17

TABLE NOTES:

- DC STRINGS TABLE VALUE FOR 'STRING Isc (A)' IS BASED ON MANUFACTURER DATA SHEET FOR A MODULE THAT HAS A 10% POWER GAIN.
- CURRENT VALUE FROM ACP.01 IS SHOWN AS ACCOUNTING FOR FUTURE INSTALLATION OF A BATTERY ENERGY STORAGE SYSTEM WITH REGARDS TO THE SIZE OF THE OCPD BEFORE THE POINT OF INTERCONNECTION.

TOTAL AC WEIGHTED VOLTAGE DROP: 1.48%

GENERAL SHEET NOTES

- CONDUIT ABOVE GRADE SHALL BE EMT. ALL CONDUIT BELOW GRADE SHALL BE PVC OR HDPE WITH RMC RISER. USE SCHEDULE 40 FOR BELOW GRADE CONDUIT RUN UNDER GRASSY AREAS.
- ALL COPPER (CU) CONDUCTORS IN CONDUIT SHALL BE THWN-2 OR XLPE. ALL EXPOSED CONDUCTORS SHALL BE PVWIRE. ALL ALUMINUM (AL) CONDUCTORS IN CONDUIT SHALL BE XHHW-2, OR XLPE.
- ALUMINUM CONDUCTORS SHALL BE BRUSHED AND TREATED WITH ANTIOXIDANT COMPOUND AT TERMINAL POINTS.
- TORQUE: ALL CONDUCTORS LANDING IN SCREW CONNECTIONS MUST BE PROPERLY TIGHTENED TO THE MANUFACTURER'S TORQUE REQUIREMENTS. ALL BOLTED CONDUCTOR TERMINATIONS MUST BE TORQUED TO THEIR RATED VALUE. IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO ENSURE ALL CONDUCTORS WITH TORQUE REQUIREMENTS HAVE BEEN MARKED WITH A PAINT PEN OR PERMANENT MARKER AT THE TIME THAT THE TORQUE TEST WAS DONE.
- SOLAR ENERGY PRODUCTION MONITORING SHALL BE INSTALLED AT INTERCONNECTION.

SHEET KEYNOTES

- EQUIPMENT SHALL BE INSTALLED AND LABELED IN ACCORDANCE WITH THE CEC AND ALL APPLICABLE REQUIREMENTS OF THE SERVING UTILITY COMPANY AND LOCAL AUTHORITY HAVING JURISDICTION (AHJ).
- DISCONNECTS MUST COMPLY WITH CEC 690.15 AND PROVIDE WARNING SIGN PER CEC 690.17.
- LISTING AGENCY NAMES AND NUMBERS TO BE INDICATED ON POWER INVERTER AND SOLAR MODULES PER CEC 110.3(B).
- LABELED "PHOTOVOLTAIC SYSTEM AC COMBINER."
- UTILITY METER LABELED "PHOTOVOLTAIC SYSTEM MONITOR."
- LABELED "PHOTOVOLTAIC SYSTEM UTILITY DISCONNECT" SWITCH TO BE VISUAL OPEN AND ACCESSIBLE AND CONFORM TO CEC 705.22.
- LABELED "WARNING: THIS PANEL SUPPLIED BY MULTIPLE SOURCES OF POWER: 1. UTILITY POWER, 2. PHOTOVOLTAIC SYSTEM - DISCONNECT ALL SOURCES BEFORE SERVICING."
- POINT OF INTERCONNECTION SHALL BE IN ACCORDANCE WITH CEC 705.12.
- PROVIDE IDENTIFICATION ALONG WITH POSITIVE & NEGATIVE CONDUCTORS PER CEC 210.5(C)(2).
- MINIMUM BENDING RADIUS OF PHOTOVOLTAIC MODULE LEADS SHALL CONFORM WITH MINIMUM BENDING RADIUS SET FORTH BY THE MODULE MANUFACTURER OR CEC ARTICLE 338.24, WHICHEVER IS MORE STRINGENT.
- TAP CONDUCTORS FOR SOLAR PHOTOVOLTAIC SYSTEM ARE TO COMPLY WITH CEC ARTICLE 240.21(B)(4).
- AC PANELBOARD POCC (ACP.01) IS SHOWN AS AN ADD/ALT FOR THE CITY OF COLFAX WITH REGARDS TO THE INSTALLATION OF A FUTURE BATTERY ENERGY STORAGE SYSTEM. CITY OF COLFAX TO DETERMINE WHETHER ACP.01 WILL BE REQUIRED FOR FINAL SYSTEM DESIGN AND INSTALLATION AS PART OF PROPOSED SOLAR PHOTOVOLTAIC ARRAY.



1301 Cap. O TX Hwy S #B315
 Austin, TX 78746
 www.holtrenewables.com

STAMP:

FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

CITY OF COLFAX
 CLIENT:
 PROJECT: COLFAX WWP SOLAR PROJECT
 480.74 kW DC STC RATING
 GRAND VIEW WAY
 COLFAX, CA 95713

REV	DATE	DESCRIPTION	BY	CHKD
1	11/11/2020	DESIGN FOR SOLAR PANEL SITE ALT. 1	JNP	AND
2	10/20/2020	SLD REVISION - FUTURE ESS INTEGRATION	JNP	AND
3	08/18/2020	RE-ISSUE FOR PRICING	JNP	AND
4	08/10/2020	ISSUE FOR PRICING	JNP	AND

PROJECT NO.:
 PHASE: BID
 COPYRIGHT: HoltRenewables, 2020
 SCALE: AS NOTED
 SHEET SIZE: ANSI D - 22X34
 SHEET TITLE:

ELECTRICAL SLD

SHEET NO.:
WP601

(A1) ELECTRICAL SLD
 SCALE: NTS

ID	% Comp	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Timeline											
								November	December	January	February	March	April	May	June	July			
1	0%	→	City Of Colfax	0 days	Mon 11/2/20	Mon 11/2/20		Wed Oct 28	Sun Nov 22	Thu Dec 17	Mon Jan 11	Fri Feb 5	Tue Mar 2	Sat Mar 27	Wed Apr 21	Sun May 16	Thu Jun 10	Mon Jul 5	
2	0%	→	Project Duration	186 days	Mon 11/2/20	Tue 7/20/21		◆ 11/2											
3	0%	→	Project Wide Tasks	85 days	Mon 11/2/20	Mon 3/1/21													
4	0%	→	Notice to Proceed	1 day	Mon 11/2/20	Mon 11/2/20													
5	0%	→	30% design	3 days	Tue 11/3/20	Thu 11/5/20	4												
6	0%	→	30% design approval	10 days	Fri 11/6/20	Fri 11/20/20	5												
7	0%	→	60% design	15 days	Mon 11/23/20	Fri 12/11/20	6												
8	0%	→	60% design approval	10 days	Mon 12/14/20	Fri 12/25/20	7												
9	0%	→	90% design	5 days	Mon 12/28/20	Fri 1/1/21	8												
10	0%	→	90% design approval	10 days	Mon 1/4/21	Fri 1/15/21	9												
11	0%	→	AHJ Permitting	10 days	Mon 1/18/21	Fri 1/29/21	10												
12	0%	→	Order long-lead items	1 day	Mon 1/18/21	Mon 1/18/21	10												
13	0%	→	100% design approval	10 days	Mon 1/18/21	Fri 1/29/21	10												
14	0%	→	Construction NTP	1 day	Mon 2/1/21	Mon 2/1/21	13												
15	0%	→	Utility Interconnection Application and Initial Review	35 days	Mon 11/23/20	Fri 1/8/21	6												
16	0%	→	Mobilization	5 days	Tue 2/2/21	Mon 2/8/21	14												
17	0%	→	Civil Grade and Compact	15 days	Tue 2/9/21	Mon 3/1/21	16												
18	0%	→	Racking install	52 days	Tue 2/9/21	Wed 4/21/21													
19	0%	→	Survey Fence	2 days	Tue 2/9/21	Wed 2/10/21	16												
20	0%	→	Install Permanent Fence	15 days	Thu 2/11/21	Wed 3/3/21	19												
21	0%	→	Deliver Racking	2 days	Tue 2/9/21	Wed 2/10/21	16												
22	0%	→	Survey Array Layout	2 days	Tue 3/2/21	Wed 3/3/21	17												
23	0%	→	Install Racking	30 days	Thu 3/4/21	Wed 4/14/21	22												
24	0%	→	Install Panels	20 days	Thu 3/25/21	Wed 4/21/21	23SS+15 days												
25	0%	→	Electrical	65 days	Thu 4/1/21	Wed 6/30/21													
26	0%	→	DC Wiring	20 days	Thu 4/8/21	Wed 5/5/21	24SS+10 days												
27	0%	→	Install Inverters, AC Equipment, Wiring, Conduit, Switchgear	30 days	Thu 4/1/21	Wed 5/12/21	24SS+5 days												
28	0%	→	Install Monitoring Equipment	5 days	Thu 5/13/21	Wed 5/19/21	27												
29	0%	→	Final Interconnection Quality Check	1 day	Thu 6/3/21	Thu 6/3/21	42												
30	0%	→	Regulatory Inspections (AHJ)	5 days	Thu 6/3/21	Wed 6/9/21	42												
31	0%	→	New Service- Transformer and Interconnection	5 days	Thu 5/13/21	Wed 5/19/21	27												
32	0%	→	Utility Installs Meter/Permission to Operate	10 days	Thu 6/10/21	Wed 6/23/21	30,31												
33	0%	→	Commissioning	5 days	Thu 6/24/21	Wed 6/30/21	32												
34	0%	→	Project Wide Closeout	44 days	Thu 5/20/21	Tue 7/20/21													
35	0%	→	Prepare As Built Plans	5 days	Thu 7/1/21	Wed 7/7/21	33												
36	0%	→	Project Walkthrough/ Punchlist	10 days	Thu 7/1/21	Wed 7/14/21	33												
37	0%	→	Restore and Cleanup	2 days	Thu 7/15/21	Fri 7/16/21	36												
38	0%	→	Deliver Manuals and Training	1 day	Mon 7/19/21	Mon 7/19/21	35,37												
39	0%	→	Deliver Final Submittals	1 day	Tue 7/20/21	Tue 7/20/21	38												

Project: Siemens Wasco Date: Mon 8/24/20	Task		Project Summary		Inactive Milestone	◆	Manual Summary Rollup		Deadline	↓
	Split		External Tasks		Inactive Summary		Manual Summary		Critical	
	Milestone	◆	External Milestone	◆	Manual Task		Start-only		Critical Split	
	Summary		Inactive Task		Duration-only		Finish-only		Progress	

ID	% Comp	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Calendar											
								November	December	January	February	March	April	May	June	July			
								Wed Oct 28	Sun Nov 22	Thu Dec 17	Mon Jan 11	Fri Feb 5	Tue Mar 2	Sat Mar 27	Wed Apr 21	Sun May 16	Thu Jun 10	Mon Jul 5	
40	0%	→	Punch List Signoff	0 days	Tue 7/20/21	Tue 7/20/21	39												
41	0%	→	Project Signoff	0 days	Tue 7/20/21	Tue 7/20/21	40												
42	0%	→	Weather Delays	10 days	Thu 5/20/21	Wed 6/2/21	28												

Project: Siemens Wasco Date: Mon 8/24/20	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical	
	Milestone		External Milestone		Manual Task		Start-only		Critical Split	
	Summary		Inactive Task		Duration-only		Finish-only		Progress	

Attachment 2
City of Colfax Design/Build Solar System
for The City's Wastewater Treatment Facility



Part A - Engineer Design & Coordination: Pricing

City of Colfax		
	System size in watts DC	480,740
Category	Amount	\$/watt
Part A	\$ 77,711.42	\$ 0.1616

Part A Pricing is inclusive of the following:

- Grading & Structural Design
- Electrical Design
- Meetings & Coordination

Part B: Construction & Coordination

Part B – Construction & Coordination: Pricing

City of Colfax		
	System size in watts DC	480,740
Category	Amount	\$/watt
Part B	\$ 1,543,013.79	\$ 3.2097
Alternate Deduction for Future Battery Energy Storage Switchboard	\$ (19,082.16)	(\$0.03969)

Further details for Part B Pricing can be found in the Design/Build Methodology package “Technical Proposal” section. Per the RFP, Part B pricing is inclusive but not limited to the following:

- Earthwork
 - Clear and grub solar field
 - Haul off trees, brush and topsoil
 - Grade out high spots, fill in steep slopes and compact
 - Excludes, import or export of fill material
 - Per the RFP the goal is to have a max 2 to 1 slope
 - Scarify solar field to 8" and recompact
 - SWPPP
- Photovoltaic Panels
- Inverters
- Switchboard
- PG&E Panel/Switchboard tie-in
- Meetings & Coordination
 - Weekly 1hr. meetings and monthly meetings

Total Project Pricing

City of Colfax		
	System size in watts DC	480,740
Category	Amount	\$/watt
Part A	\$ 77,711.42	\$ 0.1616
Part B	\$ 1,543,013.79	\$ 3.2097
Total	\$ 1,620,725.21	\$ 3.3713
Alternate Deduction for Future Battery Energy Storage Switchboard	\$ (19,082.16)	(\$0.03969)
Non Battery Energy Storage Switchboard Total	\$ 1,601,643.05	\$ 3.3316

***Please note, after careful consideration of the entire scope of the project the above pricing is a full turn-key price for the City of Colfax WWTP

HOLT Renewables Contact Information

Contact Name	Aaron Arriaga
Title	Commercial Project Developer
Telephone Number	512-382-2999
Direct Dial	936-828-7128
Email Address	aaron.arriaga@holtrenewables.com
Website Address	www.holtrenewables.com

Thank you

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT is made and entered into on this _____ of _____, 2020 by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Holt Renewables, LLC**. (“Contractor”.)

RECITALS

- A. The City desires to retain Contractor to provide the Services set forth in detail in **Exhibit A** hereto (the “Services”) subject to the terms and conditions of this Agreement.
- B. Contractor provided a Proposal initially based on the Request for Proposal (RFP), two addenda and Q&A responses attached to this Agreement as Exhibit B and referenced herein as “Conformed RFP”.
- C. Contractor is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services,

(iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

D. Any Services performed more than sixty (120) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Contractor shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Contractor who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers. Neither party herein shall be liable to the other party for any consequential, indirect or punitive damages or any lost profits.

Section 6. Insurance.

Without limiting Contractor's indemnification obligations provided for above, Contractor shall take

out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Contractor shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Contractor has also been obtained by the subcontractor.

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

to the insurer's limits of liability.

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

Section 7. Subcontracts.

Contractor may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Contractor shall be fully responsible to the City and third parties for

all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

Contractor shall be paid for any project specific equipment that cannot, in a reasonable time, be used or returned. Any return fees and shipping costs due to the City's termination incurred by Contractor shall be paid by the City. The type of project specific equipment is limited those listed below. If the Service and this Agreement are terminated due to failure to perform on the part of Holt then the City

reserves the right to purchase any equipment currently onsite at the time of termination or Holt will remove the non-purchased equipment at Holt's expense.

- Inverters
- Solar Panels
- Racking & Ground Screws
- Balance of System
 - AC Panelboard
 - PV Service Disconnect ACD.02
 - PV Stepdown Transformer
 - PV Utility Disconnect (ACD.01)
 - Module Temperature Sensor
 - GHI Irradiance Sensor
 - Ambient Temp
 - POA Irradiance Sensor
- Monitoring Equipment

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

Contractor's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

Within thirty (30) days after the Contractor substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Contractor shall deliver to the City all files, records, materials and documents drafted or prepared by Contractor's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Contractor. All

finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Contractor for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at Contractor's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Contractor may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Contractor.

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or

relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service (“JAMS”). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.
- D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and

representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Force Majeure.

Neither Party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by an act of god, act of War, labor strikes, epidemic or pandemic, riots, civil unrest, fire or natural disaster (which include but is not limited to earthquake, tidal wave, hurricane or tornado), or any other specifically identified circumstances beyond its reasonable and foreseeable control that directly effects performance under this Agreement. It is agreed that the time for performance by either Party shall be extended by the period of any justified uncontrollable circumstances as defined in this Section, with the rights of the Parties to terminate this Agreement unaltered in the event of any such Act of God as defined herein.

Section 22. Time of the Essence.

Time is of the essence in the performance of the Services. The Contractor will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 23. Written Notification.

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

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

If to Contractor: Robert Helms, Project Manager
1301 Capital of Texas Highway South
Suite B315
Austin, TX 78746

Section 24. Execution.

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

Section 25. Successors. This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 26. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

Section 27. Additional Design/Build Conditions. The Contractor will provide Services described in Exhibit A and Exhibit B. The Contractor further agrees to the following conditions related to construction warranties, solar power production guarantees, progress payment and payment retention.

A. Construction Warranty. Neither the acceptance of the work by the City, nor final payment, nor any provisions in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and the Contractor shall remedy any defects thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of notice of completion. The remedying of any defects shall also include the bringing to grade the settlement of any trench fills and the repairing of any repaving. The City shall give notice of observed defects with reasonable promptness. Provided, however, that nothing herein is intended to relieve the Contractor of responsibility for latent defects discovered after the one-year warranty period.

B. Payment Provisions. The City and Contractor agree to monthly milestone payments based on the value of labor and material construction completed. Contractor shall furnish an itemized progress payment detailing the percentage of completed work for each itemized item of work at the end of each month. The City will, within seven (7) days after receipt, dispute the payment request. If no dispute is provided, then the City will pay the full amount of the payment request less 25% retention.

Any materials purchased and stored by the Contractor, whether onsite or offsite, the value of which will not be included in the progress payment. Only those materials installed in final position will be included in the progress payment.

The City and Contractor agree that the City will reduce the full value of the progress payments by 25% as a retainer to be released following completion of construction. Construction completion will be based on successful interconnection with PG&E. Once interconnection is approved by PG&E and the system brought online, the City will release retention within 30 days with the following exceptions.

- If deficiencies are identified prior to interconnection but interconnection is completed prior to correction of the deficiencies, the City may withhold those sums equaling the value of labor and materials to correct the work.
- The value of any work remaining after interconnection may be withheld until such time that the City deems the work completed. This work may include, but may not be limited to, site cleanup, finishing work, and punch list items.

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

CITY

CONTRACTOR

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

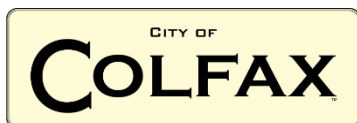
Title _____

Date _____

Date _____

APPROVED AS TO FORM:

City Attorney



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Feagans, Planning Director
Subject: Establishment of Green Zones for the Green Means Go Pilot Project

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Approve Resolution __-2020 Establishing Green Zones for the Green Means Go Pilot Project.

Summary/Background

The Sacramento Area Council of Governments (SACOG) is an association of local governments in the six-county Sacramento region. Its members include the counties of El Dorado, Placer, Sacramento, Sutter, Yolo, Yuba and the 22 cities within the region, including the City of Elk Grove. Every four years, SACOG, in consultation with its member agencies, prepares a Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS). As part of this planning effort, the region must show it is meeting state-mandated greenhouse gas (GHG) reduction targets. The California Air Resources Board (CARB) established new GHG emissions reduction targets of 19 percent by 2035 for the Sacramento region. SACOG has proposed a new multi-year pilot program titled Green Means Go to lower greenhouse gas emissions in the Sacramento region by accelerating infill development, reducing vehicle trips, and electrifying remaining trips. SACOG is seeking state funding for this pilot program.

To date, no specific funds have been identified, but SACOG staff remains optimistic. In March 2019, City staff worked with SACOG to identify potential projects within Colfax that would promote infill, reduce regulatory and economic barriers to infill, and support new transportation options. SACOG indicates that for Green Means Go to be most effective, the Green Zones need to be places where efforts to accelerate infill, accelerate travel choice, and accelerate vehicle electrification all have potential to be complementary strategies. Green Zones will be the areas that are eligible for any future Green Means Go funding for projects should the City receive state funding leading up to the next MTP/SCS update in 2024.

Project Discussion

Staff has identified two proposals within the targeted “Green Zone” for Colfax. The first one involves purchase of the historic Colfax Hotel and issue RFP for sale to developer to renovate into live-work units. The second project, also in the downtown area, would involve the formation of a Business Improvement District (BID) to enhance the business opportunities and relationships downtown and to develop an update of the master bike and pedestrian plan to improve circulation downtown. SACOG staff supports these concepts as being viable projects within the Green Means Go criteria.

Fiscal Impacts

There is no fiscal impact associated with this action. Should SACOG be successful in the creation of the Green Means Go pilot project, there could be additional funds available for projects.

Recommended Action:

Staff recommends that the City Council adopt a resolution establishing the Green Zone for the Green Means Go Project as sponsored by SACOG.

Attachments:

1. Resolution
2. Aerial map of proposed Green Means Go zone in Colfax

City of Colfax

City Council

Resolution No. __-2020

ESTABLISHING GREEN ZONES FOR THE GREEN MEANS GO PILOT PROJECT

WHEREAS, the City of Colfax is a member of the Sacramento Area Council of Governments; and,

WHEREAS, the region faces an ambitious state-mandated per capita greenhouse gas reduction target of 19 percent by 2035 for the Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), adopted November 18, 2019; and,

WHEREAS, the City of Colfax is committed to helping the Sacramento region meet its 19 percent greenhouse gas reduction target by facilitating more housing and transportation choices and advancing economic prosperity; and,

WHEREAS, SACOG and its member local governments must work in partnership with the state in order to support housing and transportation projects that will help the region and the state achieve our environmental goals; and,

WHEREAS, the Green Means Go pilot project will be a meaningful and measurable effort to catalyze and advance projects and programs that accelerate infill housing, travel options, and electric vehicle deployment in targeted areas, called Green Zones; and,

WHEREAS, SACOG has recognized rural communities in unincorporated counties face different challenges and are often intentionally not planned for significant new growth and will consider alternative factors that can inform the designation of Green Zones in rural communities.

WHEREAS, SACOG understands that funding and priorities can change over time and will allow amendments to the Green Zones on an as-needed basis following discussions with local agency staff and at the discretion of the SACOG Executive Director

WHEREAS SACOG has reviewed nominated Green Zones within City of Colfax and has accepted those nominations as having met the Green Means Go Green Zone eligibility requirements

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax hereby:

- 1) Affirms its commitment to helping the State of California and the SACOG region reach its current 19 percent greenhouse gas reduction goal through implementation of the Green Means Go pilot project.
- 2) Adopts the Green Zones as illustrated in Exhibit A and more particularly described in Exhibit B, attached hereto and incorporated herein by reference.
- 3) Authorizes the City Manager to propose amendments to the SACOG Executive Director

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 of December, 2020 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2





Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Cintas Uniform Agreement

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$32,461	Fund(s): Various Funds
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RECOMMENDED ACTION: Adopt Resolution __-2020 authorizing the City Manager to enter into a 5-year agreement with Cintas for uniform services in an amount not to exceed \$32,461.

Summary/Background

The City of Colfax is using Aramark to provide uniform and cleaning supplies for operational staff. Aramark was formally AmeriPride when the City of Colfax entered in to the uniform agreement prior to 2005. The transition in the uniform company ownership has placed a strain on service; therefore, staff solicited a competitive bid from Cintas for comparable services.

The charts below show the cost variation between uniform services providers. Overall, Cintas uniform cost is \$7,355 less over the proposed 5-year term. Staff is recommending council authorize the Cintas agreement.

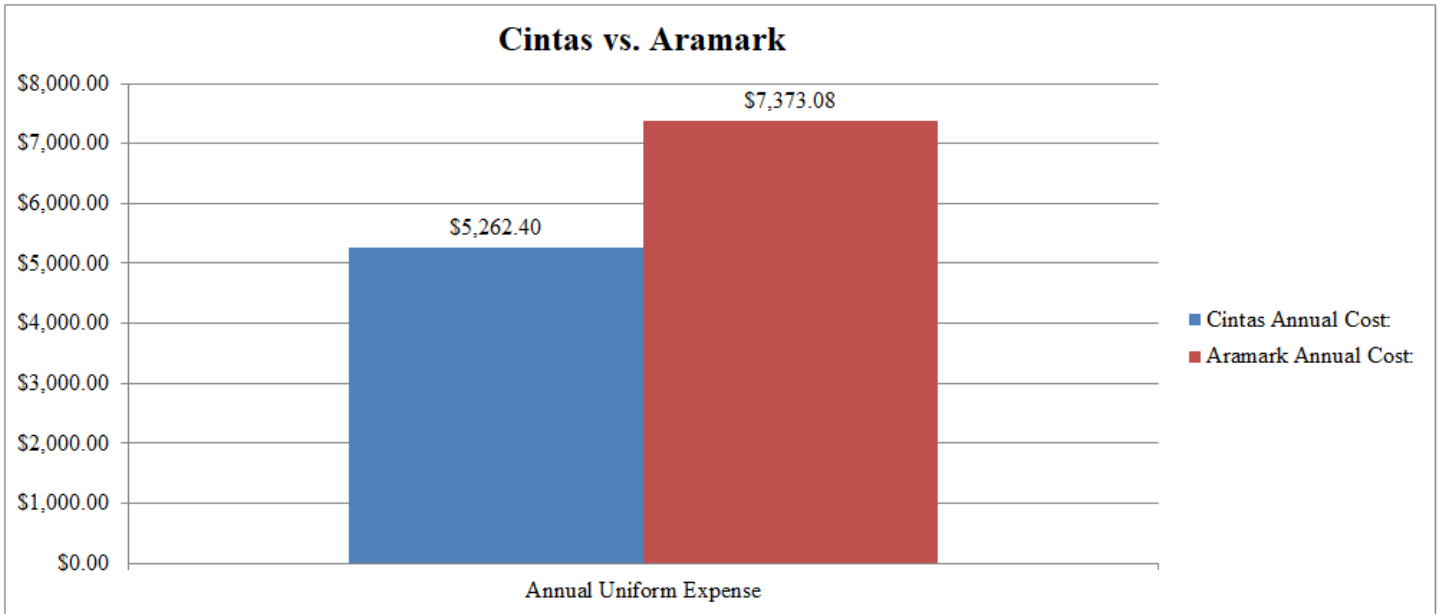
**Cintas Vs. Aramark
Annual Uniform Expense**

Cintas - Summer			
Item Description	Unit Cost	# Units Proposed	Total Cost
Comfort Shirt	\$0.17	0	\$0.00
Ansi Class 3 Long Sleeve Shirt	\$0.80	0	\$0.00
Ansi Class 3 Short Sleeve Shirt	\$0.76	88	\$66.88
Carhartt Work Jean	\$0.37	88	\$32.56
Name Emblem	\$1.50		\$0.00
Company Emblem	\$3.00		\$0.00
Embroidery	\$5.00		\$0.00
Make-up Charge	\$0.15		\$0.00
Service Charge	\$0.00	1	\$0.00
Shirt Loss Charge			\$0.00
Pant Loss Charge			\$0.00
Grand Total:			\$2,585.44

Cintas - Winter			
Item Description	Unit Cost	# Units Proposed	Total Cost
Comfort Shirt	\$0.17	0	\$0.00
Ansi Class 3 Long Sleeve Shirt	\$0.80	88	\$70.40
Ansi Class 3 Short Sleeve Shirt	\$0.76	0	\$0.00
Carhartt Work Jean	\$0.37	88	\$32.56
Name Emblem	\$1.50		\$0.00
Company Emblem	\$3.00		\$0.00
Embroidery	\$5.00		\$0.00
Make-up Charge	\$0.15		\$0.00
Service Charge	\$0.00	1	\$0.00
Shirt Loss Charge			\$0.00
Pant Loss Charge			\$0.00
Grand Total:			\$2,676.96

Aramark - Summer			
Item Description	Unit Cost	# Units Proposed	Total Cost
Carpenter Pants	\$1.12	14	\$15.68
Class 2 Long Sleeve Shirt	\$1.10	0	\$0.00
Class 2 Short Sleeve Shirt	\$1.10	88	\$96.80
Relaxed Fit Jeans	\$0.50	22	\$11.00
Name Emblem	\$1.50		\$0.00
Company Emblem	\$1.50		\$0.00
Embroidery	\$0.00		\$0.00
Stockroom Handling	\$1.50		\$0.00
Service Charge	\$18.31	1	\$18.31
Shirt Loss Charge	\$57.47		\$0.00
Pant Loss Charge	\$27.42		\$0.00
Grand Total:			\$3,686.54

Aramark - Winter			
Item Description	Unit Cost	# Units Proposed	Total Cost
Carpenter Pants	\$1.12	14	\$15.68
Class 2 Long Sleeve Shirt	\$1.10	88	\$96.80
Class 2 Short Sleeve Shirt	\$1.10	0	\$0.00
Relaxed Fit Jeans	\$0.50	22	\$11.00
Name Emblem	\$1.50		\$0.00
Company Emblem	\$1.50		\$0.00
Embroidery	\$0.00		\$0.00
Stockroom Handling	\$1.50		\$0.00
Service Charge	\$18.31	1	\$18.31
Shirt Loss Charge	\$57.47		\$0.00
Pant Loss Charge	\$27.42		\$0.00
Grand Total:			\$3,686.54



Inventory	Description	Unit Price	Weekly
1	Disp Fee	\$2.00	\$2.00
1	Window Cleaner Spay Bottle Monthly	\$1.80	\$0.45
2	Disinfectant Spray Bottle weekly	\$25.00	\$6.25
5	Neutral Cleaner Mop Bucket	\$0.72	\$3.60
Total			\$12.30
Annual Cost:			\$639.60

Fiscal Impact:

The 5-year agreement with Cintas costs are accounted for based on the labor allocation from various funds. The total agreement cost is \$32,461 over a 5-year term, which includes a 10% contingency for replacement garments.

Attachments:

1. Resolution __-2020
2. Cintas Agreement

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO ENTER INTO A 5-YEAR AGREEMENT WITH CINTAS FOR UNIFORM SERVICES IN AN AMOUNT NOT TO EXCEED \$32,461

WHEREAS, The City of Colfax is using Aramark to provide uniform and cleaning supplies for operational staff; and

WHEREAS, the Aramark merger has placed a strain on uniform services; and

WHEREAS, staff received a competitive bid from Cintas that will save the City \$7,355 in uniform costs over the 5-year term.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a 5-year agreement with Cintas for uniform services in an amount not to exceed \$32,461.

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 of December 2020 by the following vote of the Council:

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

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk



FACILITIES SOLUTIONS AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____
 Main Corporate Code → **New CC 13218**

Date 11/9/2020
 Customer/Participating Agency _____ Phone _____
 Address _____ City _____ State CA Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935-20	Comfort Shirt- Navy	.17
65418	Ansi Class 3 Shirt Long Sleeve	.80
65418	Ansi Class 3 Shirt Short Sleeve	.76
382	Carhartt Work Jean	.37

- This agreement is effective as of this date from 12/10/2020 to 12/10/2025, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.50 ea • Company Emblem \$ 3.00 ea
- Customer Emblem \$ 5.00 ea • Embroidery \$ 5.00 ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item N/A % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$.15 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.15 per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ N/A
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	<u>2276</u>	RR1 Restroom Cleaner Spray Bottle			1.40
	<u>2275</u>	GL1 Glass Cleaner Spray Bottle			2.10
	<u>2506</u>	DS1 Disinfectant Spray Bottle			25
	<u>2295</u>	RR1 Restroom Floor Cleaner			1.40
	<u>2272</u>	FC4 Neutral Floor Cleaner			.72

*Indicated bundled items/services

N/a _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

N/a _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

N/a _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 622 CUSTOMER: _____
Please Sign Name _____

By: Edgar Alcaraz Please Print Name _____

Title: Industrial Sales Rep Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



CREDIT INFORMATION

C R E D I T R E F E R E N C E S	Name of Bank _____ Branch <u>N/A</u> Phone _____ Bank Acct # _____			Date Account Opened _____		
	Street _____			Average Balance <input type="checkbox"/> Four Figures <input type="checkbox"/> Five Figures <input type="checkbox"/> More		
	City _____ State _____ Zip _____			Overdrawn last 6 months <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Comments _____					
	Supplier's Name _____ Contact _____			How Long a Customer _____		Highest Credit Rating _____
Street _____ Phone _____			Payment Terms _____		Payment Average _____	
City _____ State _____ Zip _____			30 Days <input type="checkbox"/> Present Status		60 Days <input type="checkbox"/> Over 60 Days <input type="checkbox"/>	
Comments _____						
Supplier's Name _____ Contact _____			How Long a Customer _____		Highest Credit Rating _____	
Street _____ Phone _____			Payment Terms _____		Payment Average _____	
City _____ State _____ Zip _____			30 Days <input type="checkbox"/> Present Status		60 Days <input type="checkbox"/> Over 60 Days <input type="checkbox"/>	
Comments _____						
Supplier's Name _____ Contact _____			How Long a Customer _____		Highest Credit Rating _____	
Street _____ Phone _____			Payment Terms _____		Payment Average _____	
City _____ State _____ Zip _____			30 Days <input type="checkbox"/> Present Status		60 Days <input type="checkbox"/> Over 60 Days <input type="checkbox"/>	
Comments _____						

Customer release statement:

I, _____ of _____
 (Name & Title) (Company Name)

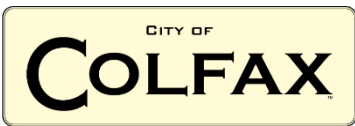
authorize Cintas Corporation through its agents to receive any credit history or account information regarding my account with you. I understand that this will authorize Cintas Corporation to investigate and verify both current and past account status. I also understand that I am authorized to release this information.

 (Accepted By)

 (Date)

 (Accepted By)

 (Date)



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy Expanding Pioneer Community Energy Joint Power Authority Membership

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2020 approving Amendment No. 1 to the Amended and Restated Joint Power Agreement for Pioneer Community Energy expanding Pioneer Community Energy membership to include the County of El Dorado and the City of Placerville as Voting Members.

Summary/Background

On October 26, 2020, the City Council received a presentation from Pioneer Community Energy regarding El Dorado County and the City of Placerville’s interest in becoming members of the Pioneer Community Energy Joint Powers Authority (Pioneer).

Current Pioneer JPA members in addition to Colfax include the cities of Auburn, Lincoln, and Rocklin, the Town of Loomis, and unincorporated Placer County. The ratepayers in these jurisdictions have received the benefit of savings on their electric generation costs of 6 to 11 percent since the start of Pioneer’s Community Choice Aggregation (CCA) program in 2018.

Both El Dorado County and the City of Placerville have indicated they want ratepayers in their jurisdictions served by PG&E electric generation to enjoy the same choice in purchasing energy as well as local control over rates and energy incentives as Colfax rate payers enjoy. Both El Dorado County and the City of Placerville have taken requisite formal actions to approve resolutions and ordinances for joining the JPA and participating in Pioneer’s Community Choice Aggregation Program.

At its November 6, 2020 meeting, the Pioneer Community Energy Board reviewed an impact assessment analyzing the impact and feasibility of expanding to add both El Dorado County (unincorporated) and the City of Placerville. The results of that impact assessment determined the proposed expansion to be beneficial to both the ratepayers in the current Pioneer service area, as well as potential ratepayers in unincorporated El Dorado County and the City of Placerville. The benefits of expansion include:

- Financial Strength - Increased margins from the addition of more customers will result in strengthening Pioneer's balance sheet, achieve targeted levels of reserves, and help mitigate against rate increases.
- Power Supply Benefits - An increased electricity load to serve also leads to larger power procurement needs. The larger power procurement proposals will attract suppliers with better credit profiles and could lead to more favorable pricing and access to more diverse power supply sources.
- Legislative & Regulatory Influence - Through representation of a larger service territory, Pioneer would improve its status with state legislators and the CPUC in representing its customers' interests. It also increases access to a greater pool of elected officials for Pioneer to promote its legislative platform and for support in response to adverse regulation.

- Local Jobs and Power Supply Resources - One of Pioneer's goals is to invest in power supply projects that not only diversify the power supply portfolio but create jobs through locally sourced projects. The strengthening of Pioneer's financial provides opportunities to pursue this endeavor.

Upon approval and execution of Amendment No. 1 to the Amended and Restated Joint Powers Agreement by all member entities, both existing and proposed, and approval by the Pioneer Governing Board, Pioneer staff will file an implementation plan with the California Public Utilities Commission in December 2020. Filing of the implementation plan by December 31, 2020 is based on providing electricity to unincorporated El Dorado County and Placerville beginning in 2022.

Fiscal Impacts

There are no financial implications associated with the recommended action for the City of Colfax.

Attachments:

1. Resolution __-2020
2. Pioneer Energy JPA Amendment #1
3. Pioneer Energy Impact Assessment Study

City of Colfax

City Council

Resolution No. __-2020

APPROVING AMENDMENT NO. 1 TO THE AMENDED AND RESTATED JOINT POWER AGREEMENT FOR PIONEER COMMUNITY ENERGY EXPANDING PIONEER COMMUNITY ENERGY MEMBERSHIP TO INCLUDE THE COUNTY OF EL DORADO AND THE CITY OF PLACERVILLE AS VOTING MEMBERS.

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

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

WHEREAS, counties and cities have the power under California law to aggregate electric load, to purchase and supply electricity for themselves and customers within their jurisdictions, by providing a Community Choice Aggregation Program, pursuant to California Public Utilities Code Sections 331.1 and 366.2; and

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

WHEREAS, the Amended and Restated JPA allowed for the establishment of a Community Choice Aggregation Program (the “CCA”) within the jurisdictions of the Voting Members and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

WHEREAS, on July 17, 2017 the Governing Board of the Sierra Valley Energy Authority took action to rename and brand Sierra Valley Energy Authority as Pioneer Community Energy (“Pioneer”); and

WHEREAS, both El Dorado County and the City of Placerville have expressed a desire to join Pioneer for the purpose of participating in Pioneer’s Community Choice Aggregation Program (“CCA Program”); and

WHEREAS, an impact assessment was performed to analyze the feasibility of expanding Pioneer’s CCA Program service territory into PG&E’s service area in unincorporated El Dorado County and the City of Placerville, the results of which showed such an expansion to be beneficial to both existing Pioneer ratepayers, and potential ratepayers in El Dorado County and the City of Placerville; and

WHEREAS, to these ends, the City Council desires to approve the execution of Amendment No. 1 to the Amended and Restated JPA to provide for El Dorado County and the City of Placerville to become Voting Members under the Amended and Restated JPA for Pioneer Community Energy.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax, State of California, hereby finds, declares, and resolves as follows:

1. The above recitals are true and correct.
2. This Amendment No. 1 to the Amended and Restated Joint Exercise of Powers Agreement for Pioneer Community Energy provides for admission of El Dorado County and the City of Placerville as Voting Members.
3. The City Council hereby approves Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy under the Joint Powers Law, in the form attached hereto as Exhibit A. The Mayor is hereby authorized and directed to execute Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy in the name and on behalf of the City of Colfax.
4. This Resolution shall take effect immediately upon its adoption.

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 of December 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT FOR PIONEER COMMUNITY ENERGY [FORMERLY SIERRA VALLEY ENERGY]

THIS AMENDMENT (hereafter “Amendment”) amends the Amended and Restated Joint Exercise of Powers Agreement (hereafter “Amended and Restated JPA”) with the effective date of February 22, 2017 which was by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, all public entities of the State of California. By this Amendment it becomes the Joint of Exercise of Powers Agreement by and between the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the TOWN OF LOOMIS, the CITY OF LINCOLN, the CITY OF ROCKLIN, and the County of El Dorado and the City of Placerville who become signatories to this Amendment (the “New Voting Members”, and together with the COUNTY OF PLACER, the CITY OF AUBURN, the CITY OF COLFAX, the CITY OF LINCOLN, the TOWN OF LOOMIS, and the CITY OF ROCKLIN, the “Voting Members”), as well as those local agencies that become signatories to this Amendment as Associate Members, and related to the joint exercise of powers among all of the signatories hereto either as Voting Members or Associate Members (hereafter collectively referred to as the “Members”).

WHEREAS, on September 9, 2015 the COUNTY OF PLACER and the CITY OF COLFAX entered into a Joint Exercise of Powers Agreement (hereafter “Original JPA”) for the purpose of providing a financing conduit program expansion platform for the mPOWER Program; and

WHEREAS, the Amended and Restated JPA became effective on February 22, 2017 and authorized the Cities of Auburn, Lincoln, Rocklin, and the Town of Loomis to become Voting Members; and

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

WHEREAS, Resolution No. 2017-3 of the Sierra Valley Energy Authority approved a name change from Sierra Valley Energy Authority to Pioneer Community Energy, as it is known today; and

WHEREAS, the Voting Members wish to amend the Amended and Restated JPA a first time to add the County of El Dorado and the City of Placerville as Voting Members.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE IN THE AMENDED AND RESTATED JOINT POWERS AGREEMENT:

1. Section 5.A shall be replaced by the following:

Section 5. Governance and Internal Organization

- A. Governing Board. The governing body of the Authority shall consist of up to a nine (9) person Board, consisting of two (2) members of the Placer County Board of Supervisors, and one (1) member each appointed by the El Dorado County Board of Supervisors, the Cities of Auburn, Colfax, Rocklin, Lincoln, Placerville and the Town of Loomis that becomes a signatory to this Agreement (“Board Member”).

The Board of Supervisors from Placer County, the Board of Supervisors from El Dorado County, and the City/Town Councils set out above shall respectfully appoint such member(s) and not less than one alternate member. The term of office of each Board Member and respective alternate may be terminated at any time by the appointing Board of Supervisors or City/Town Council. The designated alternate shall have authority to attend, participate, and vote at any meeting of the Board or committee whenever the regular member, for whom they are designated to act as an alternate, is absent from the meeting.

- 2. Section 10.D shall be replaced by the following:

Section 10. Implementation Action and Authority Documents

- D. Implementation Plan and Statement of Intent. The Authority shall cause to be prepared an Implementation Plan and Statement of Intent meeting the requirements of California Public Utilities Code Section 366.2 and any applicable California Public Utilities Commission regulations. The Implementation Plan and Statement of Intent shall specify the service territory of the CCA to be within the boundaries of the Member jurisdictions that have taken the actions specified in A and B above. The Implementation Plan and Statement of Intent shall not be filed with the California Public Utilities Commission until it is approved by the Board in the manner provided in Section 5.

If a City or County adopts an ordinance and resolution pursuant to A and B above, expressing its desire to become a Member to this Agreement subsequent to the filing of the then most recently filed Implementation Plan and Statement of Intent, the Board shall direct the preparation and filing of a new or amended Implementation Plan and Statement of Intent to include the territory of the County or City as soon as reasonably practicable. The Board may require the County or City to pay the cost of preparation and submission of the Implementation Plan and Statement of Intent. Upon California Public Utilities Commission certification of the new or amended Implementation Plan and Statement of Intent, the Board shall take action to approve membership of the County or City. The County or City shall then be entitled to all rights under this Agreement, including a seat on the Board and voting rights pursuant to Section 5.A and Section 8.

3. Counterparts.

This Amendment may be executed in counterparts and be as valid and binding as if each Member signed the same copy. A faxed or scanned copy of the executed signature page shall be sufficient to cause the terms of this Amendment to become fully operative. The effective date of this Amendment shall be the date it is approved by the Pioneer Board.

IN WITNESS WHEREOF, the Voting Members have executed this Amendment No. 1 to the Amended and Restated Joint Powers Agreement for Pioneer Community Energy.

EXECUTED ON

COUNTY OF EL DORADO, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

COUNTY OF PLACER, a political
subdivision

And approved as to form _____

By _____
Chairman, Board of Supervisors

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF AUBURN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF COLFAX, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF LINCOLN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF PLACERVILLE, a Municipal Corporation

And approved as to form _____

By _____
Mayor, City Council

ATTEST:

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

CITY OF ROCKLIN, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, City Council

SIGNATURES CONTINUED ON NEXT PAGE

EXECUTED ON

TOWN OF LOOMIS, a Municipal Corporation

And approved as to form _____

ATTEST:

By _____
Mayor, Town Council

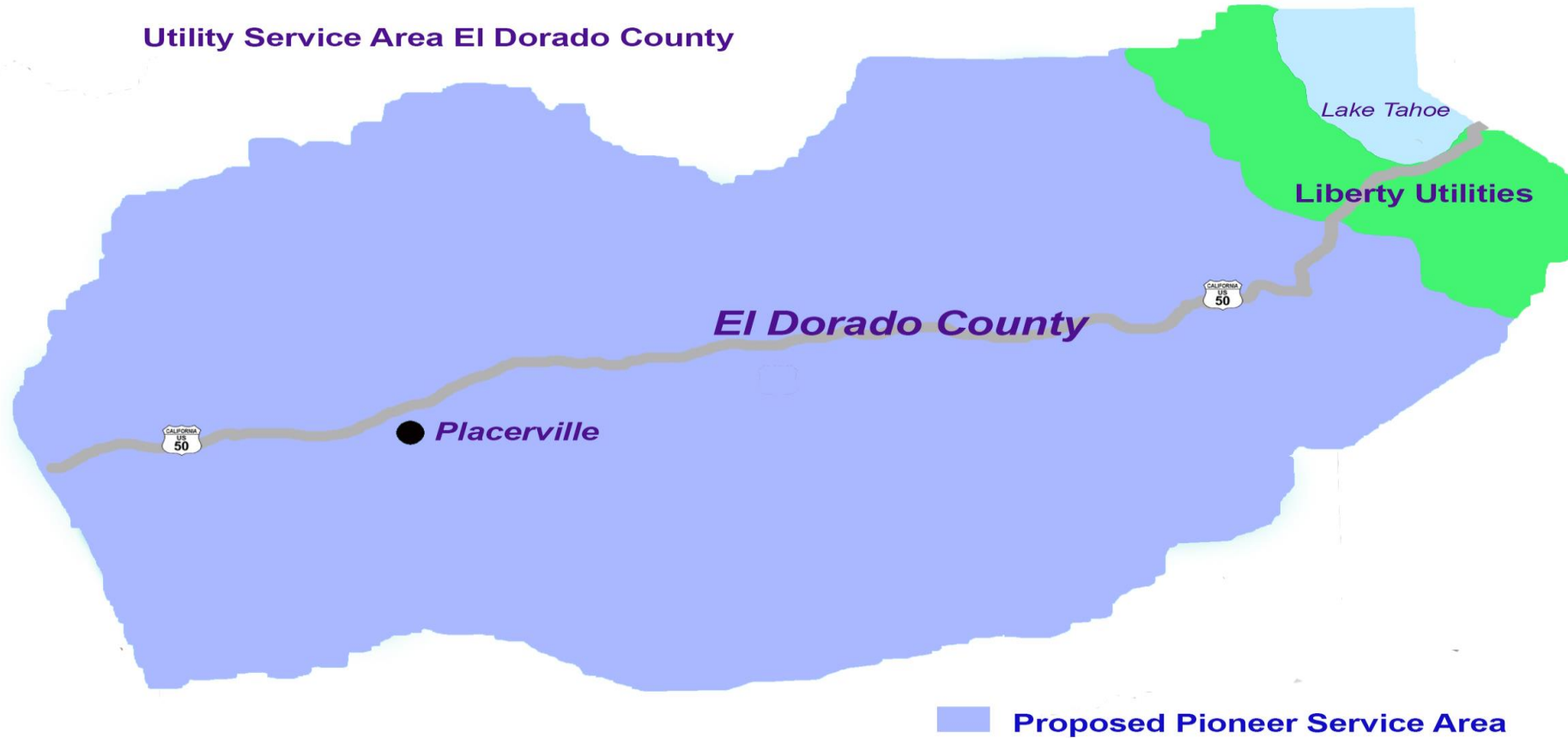


Impact Assessment Study Review

Colfax City Council Meeting
December 9, 2020



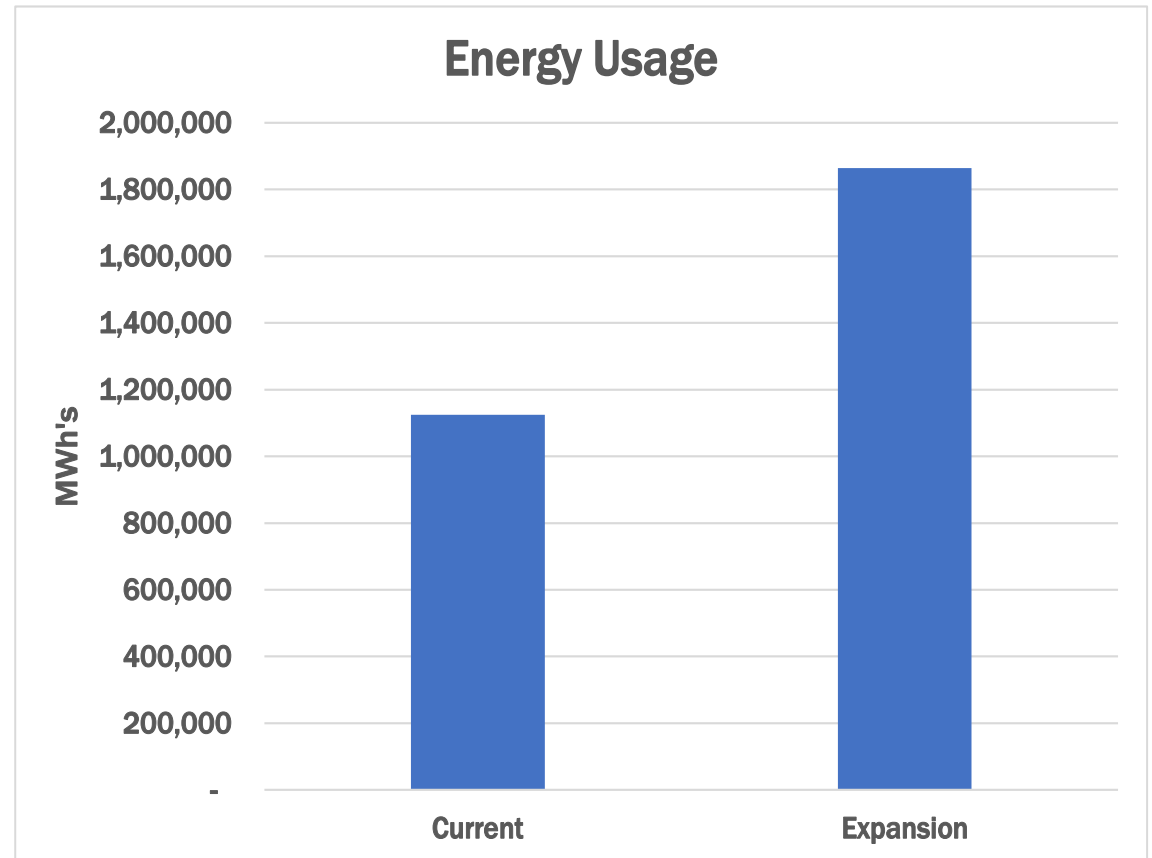
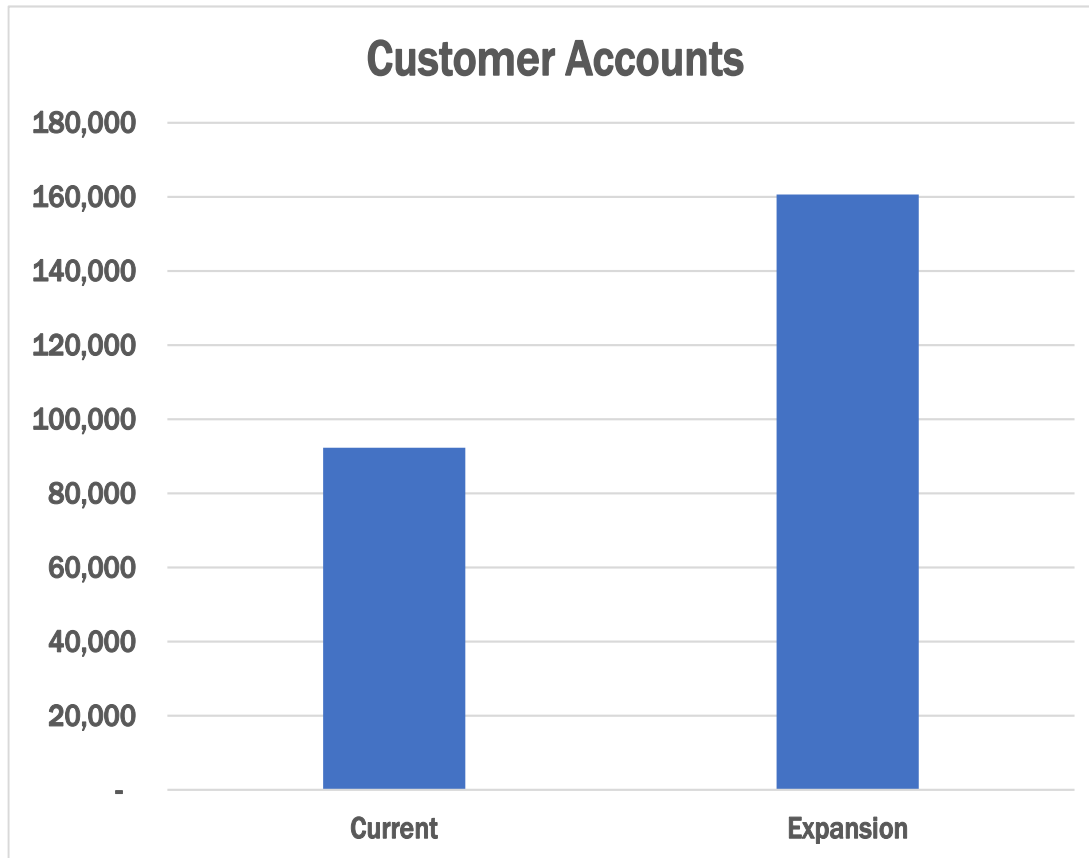
Where are we Expanding to?



Key Assumptions for Impact Assessment

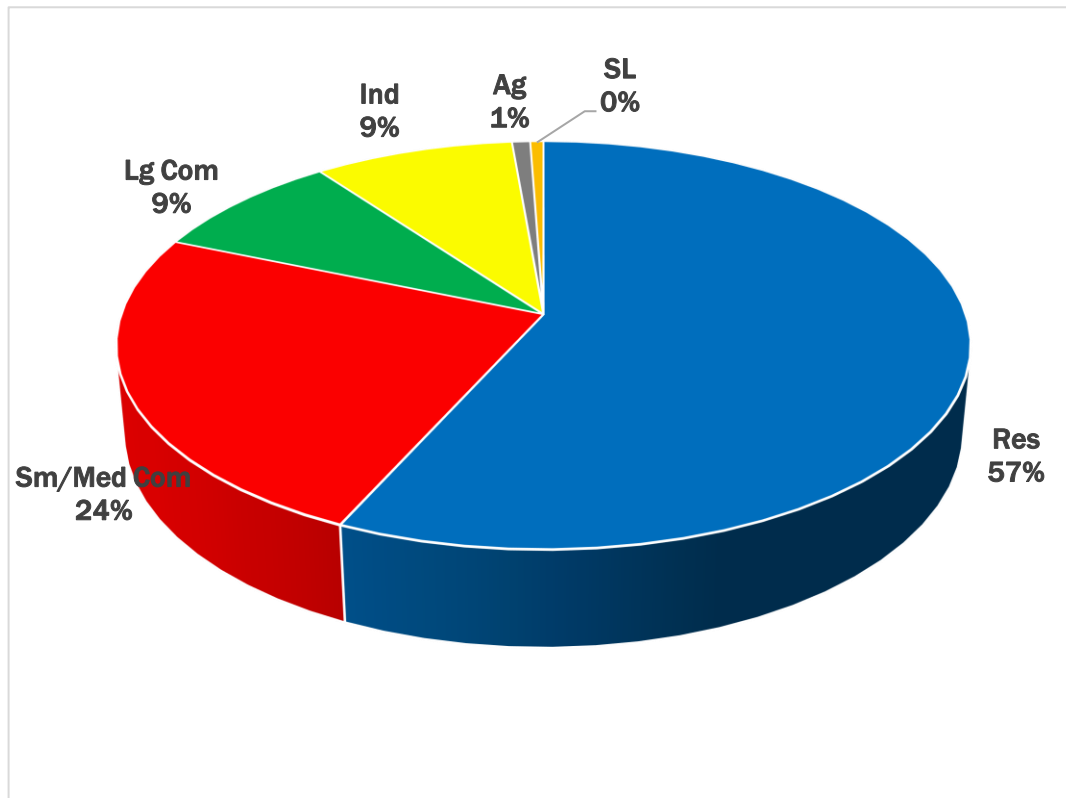
- ▶ Prospective account stats sourced from 2018-2019 PG&E Item16 data
- ▶ Service set to commence in January 2022 for new communities
- ▶ 10% opt-out assumption utilized for prospective new communities
- ▶ Current market conditions and Pioneer rates maintained through FYE 2025

Accounts & Energy Impacts

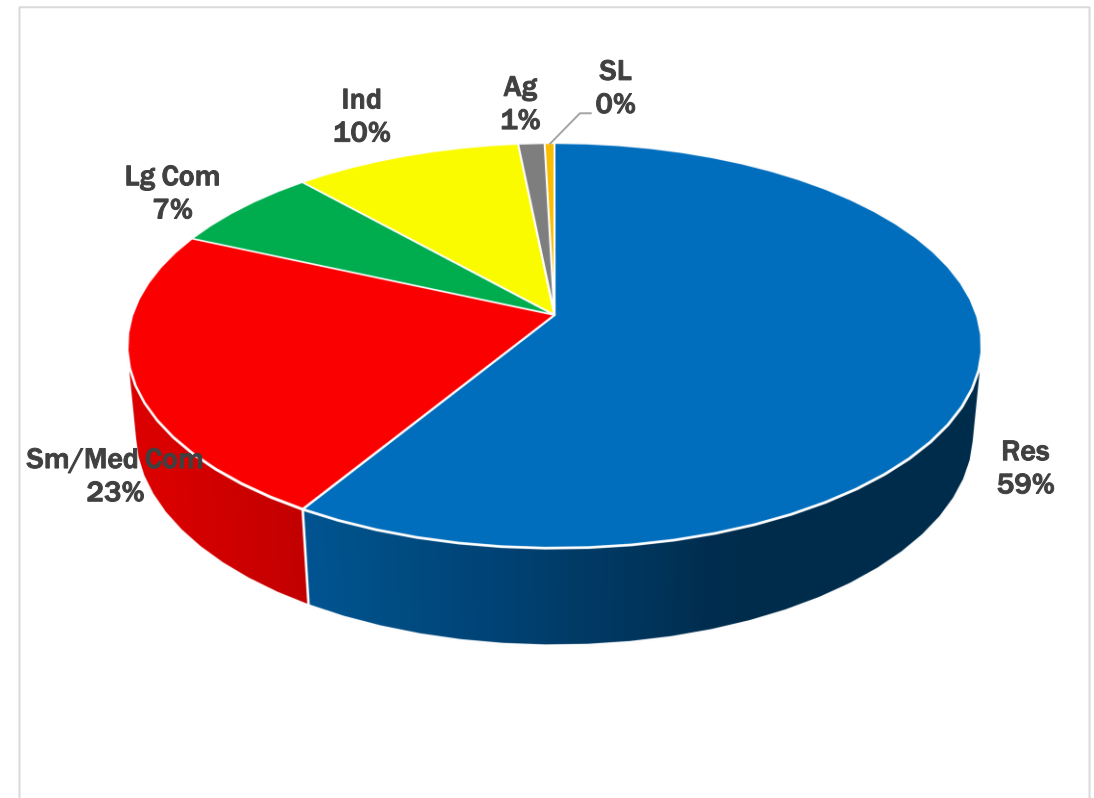


Rate Class Composition

Current



Expansion



Base Case

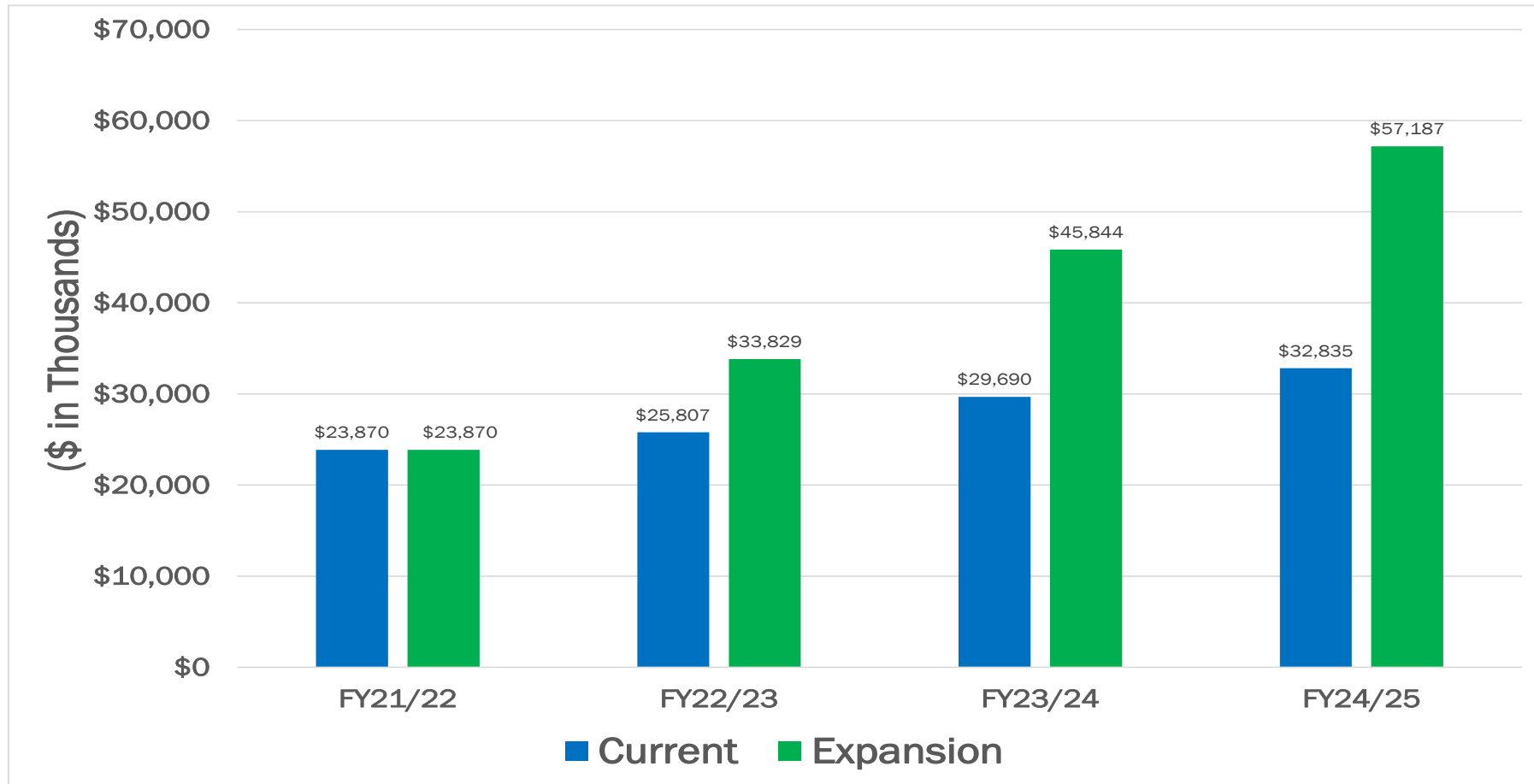
Current

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	\$84,428	\$85,060	\$85,283
Power Supply	71,787	73,861	74,603
Other Operating Expenses	7,103	7,316	7,535
Operating Margin	<u>5,538</u>	<u>3,883</u>	<u>3,144</u>
Debt Service	3,601	-	-
Available for Reserves	<u>\$1,937</u>	<u>\$3,883</u>	<u>\$3,144</u>

Expansion

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	\$142,126	\$143,046	\$143,559
Power Supply	120,663	122,915	123,881
Other Operating Expenses	7,903	8,116	8,335
Operating Margin	13,560	12,015	11,343
Debt Service	<u>3,601</u>	<u>-</u>	<u>-</u>
Available for Reserves	<u>\$9,959</u>	<u>\$12,015</u>	<u>\$11,343</u>
Difference to Current	\$8,022	\$8,132	\$8,199

Base Case – Projected Reserves



Stress Test #1 – High Opt-Out (25%)

Current

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	\$84,428	\$85,060	\$85,283
Power Supply	71,787	73,861	74,603
Other Operating Expenses	7,103	7,316	7,535
Operating Margin	<u>5,538</u>	<u>3,883</u>	<u>3,144</u>
Debt Service	3,601	-	-
Available for Reserves	<u>\$1,937</u>	<u>\$3,883</u>	<u>\$3,144</u>

Expansion

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	\$132,509	\$133,382	\$133,847
Power Supply	112,416	114,738	115,668
Other Operating Expenses	7,703	7,916	8,135
Operating Margin	12,390	10,728	10,043
Debt Service	3,601		
Available for Reserves	<u>\$8,789</u>	<u>\$10,728</u>	<u>\$10,043</u>
Difference to Current	<u>\$6,852</u>	<u>\$6,845</u>	<u>\$6,899</u>

Stress Test #2 – Increased Power Supply Costs (20%)

Current

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	\$84,428	\$85,060	\$85,283
Power Supply	74,214	77,984	80,152
Other Operating Expenses	7,103	7,316	7,535
Operating Margin	<u>3,111</u>	<u>(240)</u>	<u>(2,404)</u>
Debt Service	3,601	-	-
Available for Reserves	<u>\$490</u>	<u>\$240</u>	<u>\$2,404</u>

Expansion

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	\$142,126	\$143,046	\$143,559
Power Supply	130,277	134,065	136,469
Other Operating Expenses	7,903	8,116	8,335
Operating Margin	3,946	866	(1,245)
Debt Service	3,601		
Available for Reserves	<u>\$345</u>	<u>\$866</u>	<u>\$1,245</u>
Difference to Current	\$835	\$1,106	\$1,159

Stress Test #3 – Decreased Revenue (7% drop in current rates to stay competitive)

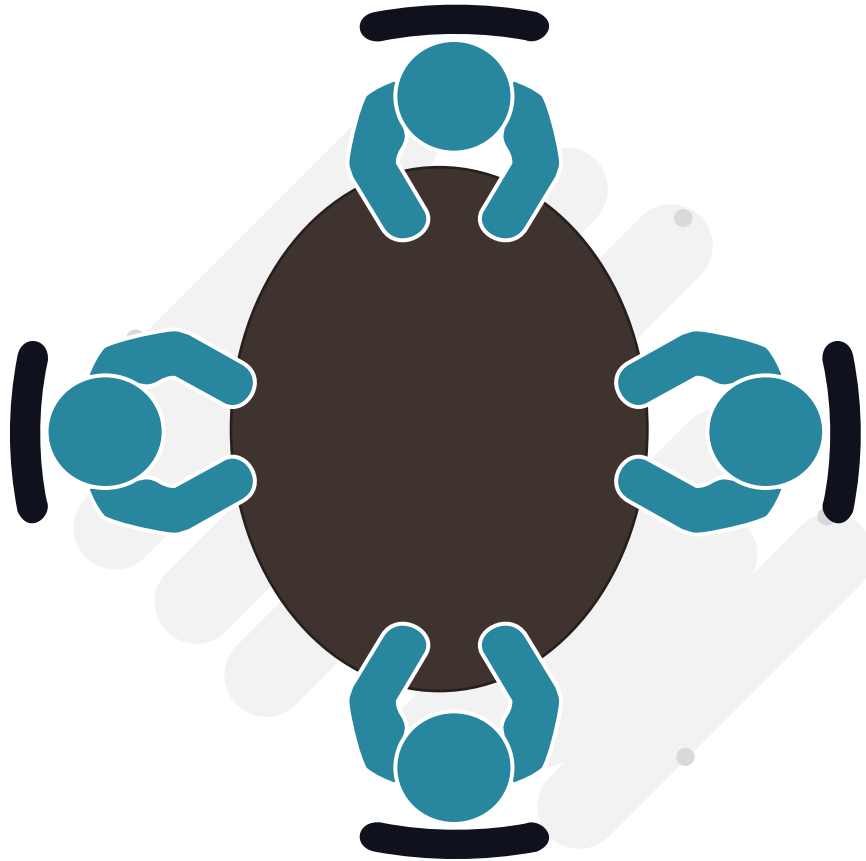
Current

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	\$78,851	\$79,439	\$79,650
Power Supply	71,787	73,861	74,603
Other Operating Expenses	7,103	7,316	7,535
Operating Margin	<u>(38)</u>	<u>(1,738)</u>	<u>(2,489)</u>
Debt Service	3,601	-	-
Available for Reserves	<u>\$3,639</u>	<u>\$1,738</u>	<u>\$2,489</u>

Expansion

(\$ in Thousands)	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
Operating Revenues	132,738	133,595	134,076
Power Supply	120,663	122,915	123,881
Other Operating Expenses	7,903	8,116	8,335
Operating Margin	4,172	2,564	1,860
Debt Service	3,601	-	-
Available for Reserves	<u>\$571</u>	<u>\$2,564</u>	<u>\$1,860</u>
Difference to Current	\$4,210	\$4,302	\$4,349

Proposed Governing Board



9 Member Board

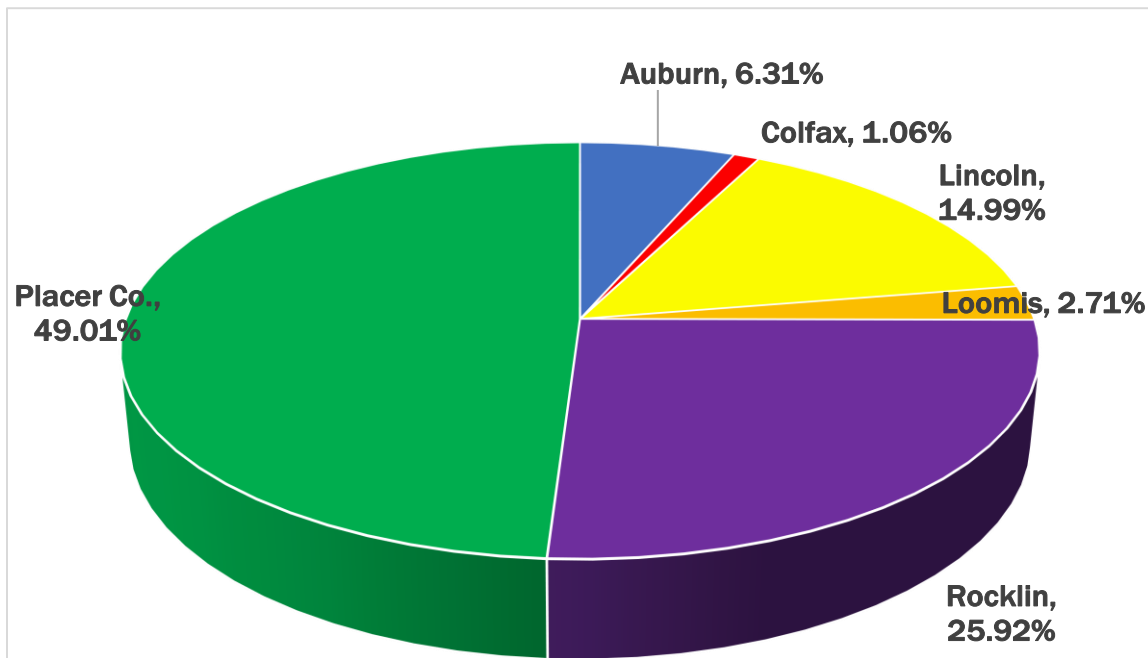
Current 7 Member Board

+ 1 Member from Placerville

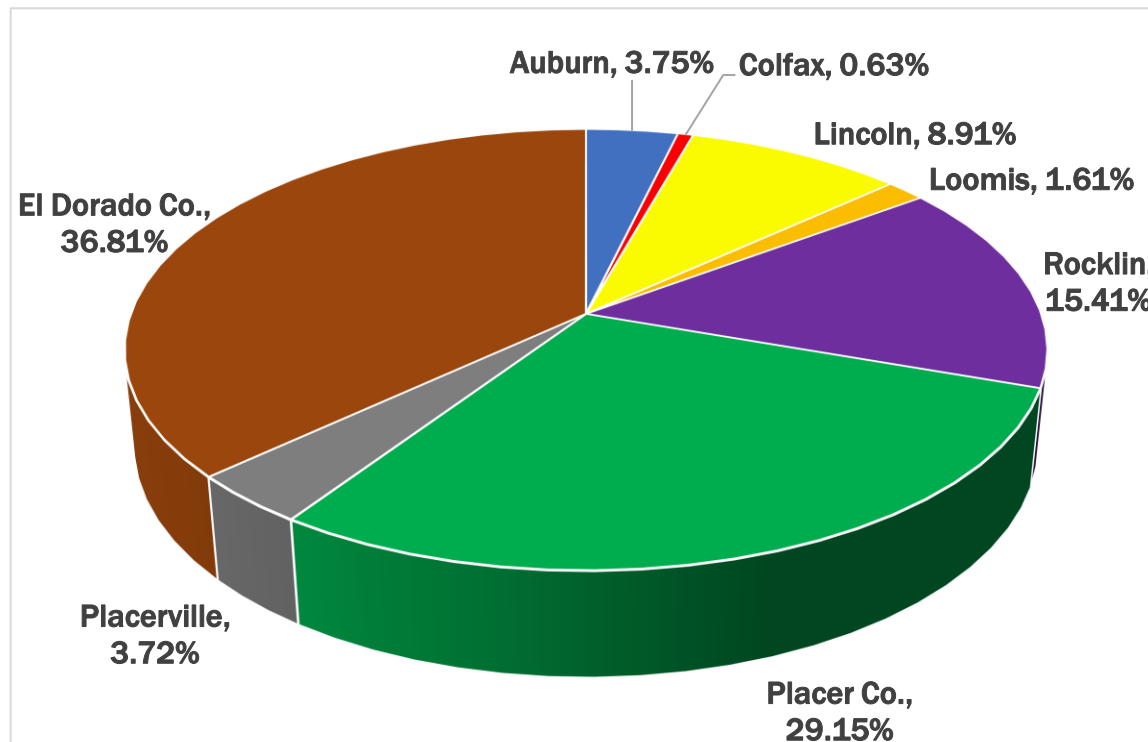
+ 1 Member from El Dorado County

Voting Shares

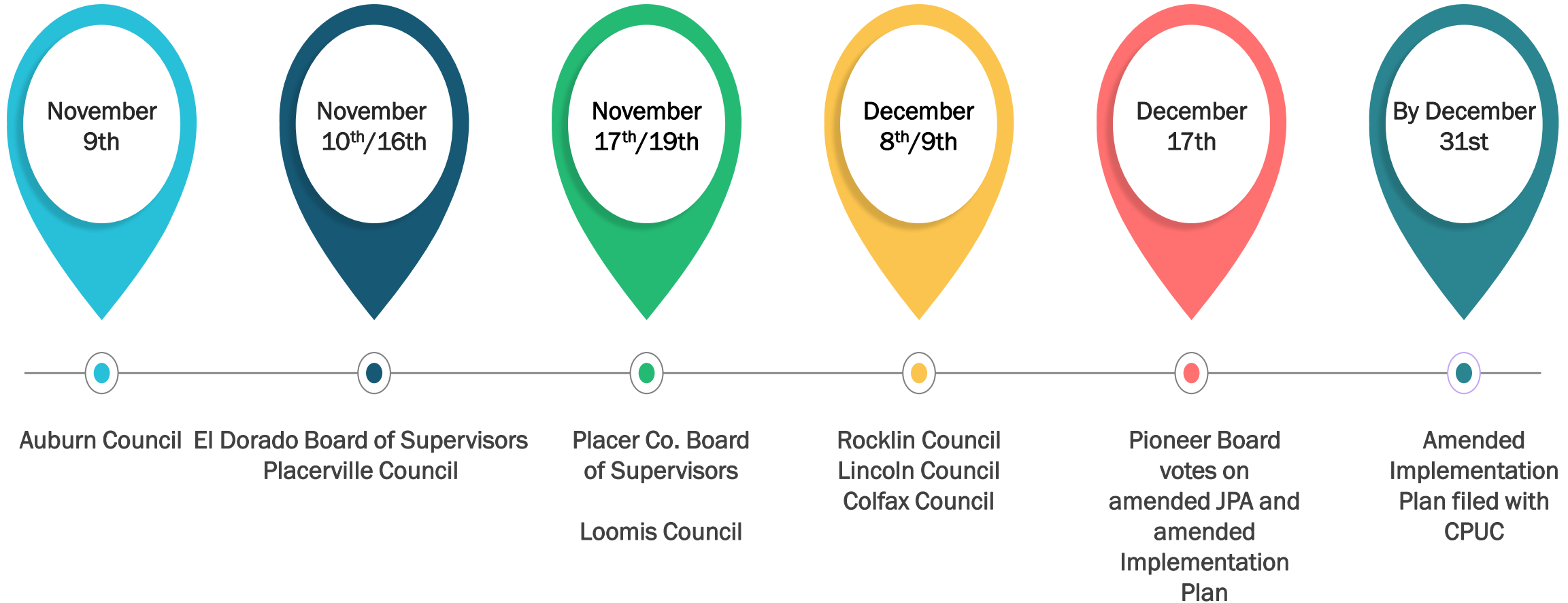
Current



Expansion



Draft Timeline



Recommendation: Approve Expansion

1 Maintains Rate Stability and Competitiveness

4 More leverage in power supply and legislative/regulatory issues



2 Deliver on other value plays such as economic development rates, biomass, PSPS mitigation and energy efficiency programs

3 Position to pay off debt early

Thank You!

2510 Warren Drive, Suite B

Rocklin, CA 95677

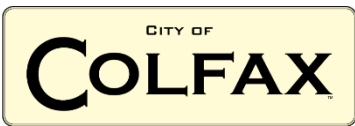
Pioneercommunityenergy.ca.gov

Don.Eckert@pioneercommunityenergy.ca.gov

(916) 251-8575

SamK@pioneercommunityenergy.ca.gov

(916) 251-8574



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Second Amendment to Digital Billboard Sign And Relocation Agreement with Sierra Property Development

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2020 authorizing the City Manager to execute the Second Amendment to the Digital Billboard Sign and Relocation Agreement with Sierra Property Development.

Summary/Background

Effective February 12, 2013, the City and SPD entered into a Digital Billboard Sign and Relocation Agreement (the “Agreement”) which allowed SPD to replace two static billboard faces at 1534 S. Canyon Way with digital sign faces and two static billboard faces at 962 S. Canyon Way with two digital sign faces. The Agreement required all four digital sign faces to be installed no later than February 12, 2018.

SPD timely replaced the two static billboards with digital sign faces at 962 S. Canyon Way. Unanticipated changes in market conditions rendered construction of the third and fourth Digital Sign Faces at 1534 S. Canyon Way economically unfeasible. At SPD’s request, effective November 1, 2017 the Council adopted its Resolution 47-2017 whereby the deadline for construction of the third and fourth digital sign faces was extended to December 31, 2020.

Market conditions still do not justify installing the third and fourth digital sign faces because there is inadequate demand for digital advertising space. As a result, SPD is requesting an additional two-year extension of the deadline for installing the third and fourth digital sign faces. If the Council approves the extension, SPD will be allowed to and including December 31, 2022 to complete installation of the third and fourth digital sign faces at 1534 S. Canyon Way. This will be memorialized in a second amendment to the Agreement.

Staff recommends that the Council approve the extension as requested.

Staff will be available to answer any questions and provide additional information.

Fiscal Impacts

None

Attachments:

1. Resolution __-2020
2. Second Amendment to the Digital Billboard Sign and Relocation Agreement

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE DIGITAL BILLBOARD SIGN AND RELOCATION AGREEMENT WITH SIERRA PROPERTY DEVELOPMENT

WHEREAS, Sierra Property Development (“SPD”) is operating four billboard sign faces, two of which are located at 1534 S. Canyon Way and two at 962 S. Canyon Way; and,

WHEREAS, effective February 12, 2013, the City and SPD entered a Digital Billboard Sign And Relocation Agreement that permitted, among other things, SPD to replace its existing static billboard faces with digital sign faces at both locations no later than February 12, 2018; and

WHEREAS, SPD timely replaced the two static billboard faces with digital sign faces at 962 S. Canyon Way; and,

WHEREAS, changed market conditions rendered unfeasible replacement of the two static billboards with digital sign faces at 1534 S. Canyon Way within the time originally allowed; and

WHEREAS, effective November 1, 2017, the City and SPD executed the First Amendment To Digital Billboard Sign And Relocation Agreement whereby the deadline for SPD to replace the two static billboard faces at 1534 S. Canyon Way with digital sign faces was extended to December 31, 2020; and

WHEREAS, SPD requested an additional extension of the deadline to replace the two static billboard faces at 1534 S. Canyon Way with digital sign faces from December 31, 2020 to December 31, 2022; and

WHEREAS, it is in the best interest of the City to extend the deadline as SPD requested.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the City Manager is authorized on behalf of the City to execute the Second Amendment to Digital Billboard Sign and Relocation Agreement with Sierra Property Development.

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 of December 2020 by the following vote of the Council:

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

ATTEST:

Jaelyn Collier, City Clerk

Marnie Mendoza, Mayor

SECOND AMENDMENT TO DIGITAL BILLBOARD SIGN AND RELOCATION AGREEMENT

This Second Amendment To Digital Billboard Sign and Relocation Agreement (the “Second Amendment”) is made and entered effective December 9, 2020 (the “Effective Date”), by and between the City of Colfax, a municipal corporation of the State of California (“City”), on one hand, and Sierra Property Development, a partnership consisting of Robert Townsend and David Gard (“SPD”) on the other hand.

RECITALS

A. Effective February 12, 2013, the City and SPD entered that certain Digital Billboard Sign and Relocation Agreement (the “Agreement”) whereby in Agreement Section 3.2.2.3, SPD agreed to complete the construction and installation of the third and fourth Digital Sign Faces no later than February 12, 2018. A copy of the Agreement is included in Exhibit A attached hereto and by this reference incorporated herein.

B. Unanticipated changes in market conditions rendered construction of the third and fourth Digital Sign Faces referred to in Agreement Section 3.2.2.3 economically unfeasible. As a result thereof, the City and SPD entered the First Amendment To Digital Billboard Sign And Relocation Agreement effective November 1, 2017 (the “First Amendment”) whereby the deadline for construction of the third and fourth Digital Sign Faces was extended to December 31, 2020. A copy of the First Amendment is included in Exhibit A attached hereto and by this reference incorporated herein.

C. SPD has requested an extension of time within which to complete the construction and installation of the third and fourth Digital Sign Faces to December 31, 2022 because market conditions continue to render construction of those Digital Sign Faces economically unfeasible.

D. The City is willing to grant an extension to and including December 31, 2022 for SPD to complete the construction and installation of the third and fourth Digital Sign Faces referred to in Agreement Section 3.2.2.3, subject to the terms and conditions of this Second Amendment.

AGREEMENT

NOW, THEREFORE, THE CITY AND SPD HEREBY AMEND THE DIGITAL BILLBOARD SIGN AND RELOCATION AGREEMENT THAT WAS EFFECTIVE FEBRUARY 12, 2013, AS AMENDED BY THE FIRST AMENDMENT, AS FOLLOWS:

1. Incorporation Of Recitals. The foregoing recitals are true and correct statements of fact and are hereby incorporated by this reference.
2. Amendment. Section 3.2.2.3 of the Agreement is amended to read as follows: “SPD shall complete the construction and installation of the third and fourth Digital Sign Faces not later than

December 31, 2022.”

3. Execution in Counterparts. This Second Amendment may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

4. Agreement Otherwise Unmodified. The remainder of the Agreement shall remain in full force and effect. If any of the provisions of the Agreement are inconsistent with the provisions of this Second Amendment, then the provisions of this Second Amendment shall control to the extent necessary to resolve or interpret any such inconsistency.

IN WITNESS WHEREOF, the City and SPD have executed this Second Amendment as of the Effective Date.

City of Colfax
A Municipal Corporation

Sierra Property Development,
a California partnership

By: _____
Marnie Mendoza, Mayor

By: _____
David Gard, Partner

By: _____
Robert Townsend, Partner

Attest: _____
Jaclyn Collier, City Clerk

Approved as to form:

Alfred A. Cabral, City Attorney

FIRST AMENDMENT TO DIGITAL BILLBOARD SIGN AND RELOCATION AGREEMENT

This First Amendment To Digital Billboard Sign and Relocation Agreement (the “First Amendment”) is made and entered effective November 1, 2017 (the “Effective Date”), by and between the City of Colfax, a municipal corporation of the State of California (“City”), on one hand, and Sierra Property Development, a partnership consisting of Robert Townsend and David Gard (“SPD”) on the other hand.

RECITALS

- A. Effective February 12, 2013, the City and SPD entered that certain Digital Billboard Sign and Relocation Agreement (the “Agreement”) whereby in Agreement Section 3.2.2.3, SPD agreed to complete the construction and installation of the third and fourth Digital Sign Faces no later than February 12, 2018. A copy of the Agreement is attached hereto and by this reference incorporated herein.
- B. Unanticipated changes in market conditions rendered construction of the third and fourth Digital Sign Faces referred to in Agreement Section 3.2.2.3 economically unfeasible. As a result thereof, SPD has requested an extension of time within which to complete the construction and installation of those Digital Sign Faces
- C. The City is willing to grant an extension to and including December 31, 2020 for SPD to complete the construction and installation of the third and fourth Digital Sign Faces referred to in Agreement Section 3.2.2.3, subject to the terms and conditions of this First Amendment.

AGREEMENT

NOW, THEREFORE, THE CITY AND SPD HEREBY AMEND THE DIGITAL BILLBOARD SIGN AND RELOCATION AGREEMENT THAT WAS EFFECTIVE FEBRUARY 12, 2013, AS FOLLOWS:

1. **Incorporation Of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by this reference.
2. **Amendment.** Section 3.2.2.3 of the Agreement is amended to read as follows: “SPD shall complete the construction and installation of the third and fourth Digital Sign Faces not later than December 31, 2020.”
3. **Execution in Counterparts.** This First Amendment may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

4. Agreement Otherwise Unmodified. The remainder of the Agreement shall remain in full force and effect. If any of the provisions of the Agreement are inconsistent with the provisions of this First Amendment, then the provisions of this First Amendment shall control to the extent necessary to resolve or interpret any such inconsistency.

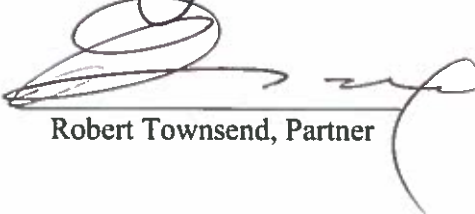
IN WITNESS WHEREOF, the City and SPD have executed this First Amendment as of the Effective Date.


City of Colfax
A Municipal Corporation

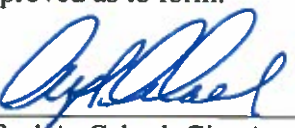
Sierra Property Development,
a California partnership

By: 
Stephen L. Harvey, Mayor

By: 
David Gard, Partner

By: 
Robert Townsend, Partner

Attest: 
City Clerk

Approved as to form:

Alfred A. Cabral, City Attorney

DIGITAL BILLBOARD SIGN AND RELOCATION AGREEMENT

THIS DIGITAL BILLBOARD SIGN AND RELOCATION AGREEMENT ("Agreement") is entered into as of this 14th day of November, 2012 by and between the CITY OF COLFAX, a municipal corporation of the State of California ("City"), and SIERRA PROPERTY DEVELOPMENT, a partnership consisting of Dennis Freidig and David Gard, a California partnership ("SPD"). The City and SPD may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intention of the Parties:

A. SPD is a partnership, organized and existing under the laws of the State of California, in good standing thereunder, and qualified to conduct business in California. SPD has a legal and equitable interest in the Project Sites, all of which are located within the City of Colfax, Placer County, State of California, and which are more particularly depicted in **Exhibit A**. SPD represents that the nature of its property interest is accurately set forth in Exhibit A, and that any other persons or entities holding legal or equitable interests in the Project Sites are bound by this Agreement.

B. SPD owns two static display signs with four tri-vision sign faces and the Existing Sign Faces already emplaced on the Project Sites, subject to existing Caltrans permits, and permitted by the City. A list of the Existing Constructed Caltrans Permits is attached as **Exhibit B**.

C. Pursuant to the Settlement Agreements, SPD obtained Caltrans permits for future signage in addition to the Existing Sign Faces within City limits. Signs pursuant to the Unconstructed Caltrans Permits have never been constructed, although SPD has in good faith attempted to maintain them pursuant to the Settlement Agreements. SPD was recently notified that Caltrans intends to terminate or revoke the Unconstructed Caltrans Permits. SPD appealed that notification on behalf of the City and itself, but as of the Effective Date no final decision from Caltrans has been received. A list of the Existing Unconstructed Caltrans Permits is attached as **Exhibit C**.

D. SPD proposes the issuance and approval by the City of one building permit to allow the installation of four Digital Display Faces to replace the Existing Sign Faces on the Project Sites. The City completed its preliminary review of the designs for these Digital Display Faces and concurs that these designs and their proposed placement fully comply with Colfax Municipal Code Title 17, Chapter 17.112, Section 17.112.175.

E. The Project has been analyzed and reviewed by the City under all Governing Ordinances. The City previously determined that the replacement of the Existing Sign Faces with Digital Display Faces is in the best interests of the City and in accordance with the public purposes and provisions of applicable federal, state, and local laws and the specific requirements of Colfax Municipal Code Title 17, Chapter 17.112, Section 17.112.175.

F. Development of the Project in an orderly fashion as contemplated in this Agreement will result in substantial public benefits to the City, its residents, and surrounding communities. Among other public benefits, the Project anticipates City's rights to publicize events of municipal interest, which will provide multiple opportunities for transmission of important information for regular municipal events and services and emergency notices, at no cost to City, and will result in additional freeway signage compatible with the commercial properties located along Interstate Highway 80 and California Highway 174. In exchange for these benefits to the City, SPD desires to receive the assurance that it may proceed with the Project in accordance with the Project Approvals and Governing Ordinances, subject to the terms and conditions contained in this Agreement and any permit issued by the City or Caltrans to implement the Project. The City has therefore determined that the Project is one for which this Agreement is appropriate.

G. On November 14, 2012, after consideration of the staff report and all other documentary and oral evidence submitted, the City Council finds and determines that: (1) this Agreement and the Project are consistent with the standards of Colfax Municipal Code Chapter 17.112, and the objectives and policies of the City's General Plan, and any applicable design guidelines in general, and Colfax Municipal Code Section 17.112.175 in particular; and (2) the Project conforms to applicable development standards and will not be detrimental to the public health, safety, or welfare; and (3) the physical location or placement of the Project is compatible with the surrounding neighborhood and will not pose a safety risk; and (4) the Project and this Agreement will not interfere with onsite access or circulation or significantly interfere with visibility.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, City and SPD agree as follows:

Section 1. Definitions

Each capitalized reference in this Agreement to any of the following terms shall have the meaning set forth below:

- 1.1 **Caltrans.** The State of California Department of Transportation.
- 1.2 **Conditions of Approval.** The Conditions of Approval are as set forth in this Agreement.
- 1.3 **Digital Billboard Sign.** A Digital Billboard Sign is an advertising structure as defined in the Digital Sign Ordinance. A Digital Billboard Sign typically has two Digital Display Faces, one of which faces in one direction and the other of which faces in the opposite direction. For example, along Highway 80 a Digital Billboard Sign may have one Digital Display Face that can be seen from the west and another Digital Display Face that can be generally seen from the east. This is illustrative only and not exclusive, because there are many variations on Digital Billboard Signs. For purposes of this Agreement, each Digital Billboard Sign will be allowed only two Digital Display Faces.
- 1.4 **Digital Display Face.** A Digital Display Face is one of the two primary surfaces of a Digital Billboard Sign upon which advertising information is displayed.
- 1.5 **Digital Sign Ordinance.** City Ordinance 516 adopted by the City on March 14, 2012 and set forth in Colfax Municipal Code Title 17, Chapter 17.112, Section 17.112.175.
- 1.6 **Effective Date.** The Effective Date of this Agreement shall be the 90 days after the date the Enacting Resolution approving this Agreement is adopted by the City Council.
- 1.7 **Enacting Resolution.** The Resolution adopted by the City Council on November 14, 2012, approving this Agreement.
- 1.8 **Event of Default.** Failure or unreasonable delay by either Party to perform any term, provision or condition of this Agreement as set forth in Section 9.1 of this Agreement.
- 1.9 **Exactions.** All exactions that will or may be imposed by City as a condition of approving the Project, including but not limited to fees, in-lieu payments, or other monetary payments or obligations, whether such exactions constitute mitigation measures in connection with environmental review of the Project or impositions made under other Governing Ordinances. For purposes of this Agreement, the Exactions for the Project shall total \$95,000.00, payable as follows: a \$7,500.00 non-refundable sign application review fee shall be paid to the City within three business days of the date the Enacting Resolution is adopted. The \$87,500.00 balance shall be paid within three business days after the later of the Effective Date of this Agreement, or Caltrans issues its permit for the first Digital Sign Face to be installed as part of the Project, whichever occurs last.

1.10 Existing Caltrans Permits. The Existing Caltrans Permits are Caltrans Permit Nos. N03-0037 and N03-0038 for the Existing Sign Faces located at 1534 South Canyon Way, APN: 101-132-022, and N03-0039 and N03-0040 for the Existing Sign Faces located at 962 South Canyon Way, APN: 100-150-011 [Exhibit B].

1.11 Existing Sign Faces. The Existing Sign Faces are the four static display sign faces that have been constructed and are presently being utilized pursuant to authority granted by the Existing Caltrans Permits and the Existing Static Permits. The Existing Sign Face locations are more particularly depicted on Exhibit A attached hereto and by this reference incorporated herein.

1.12 Existing Static Permits. The Existing Static Permits are those permits issued by the City for the Existing Sign Faces, Permit No. 68-00 for 1534 South Canyon Way, and Permit No. 13-00 for 962 South Canyon Way. Copies of the Existing Static Permits are attached hereto as Exhibit D.

1.13 Governing Ordinances. Federal Highway Laws and Regulations, the Outdoor Advertising Act (California Business and Professions Code §5200 et seq.), California Code of Regulations Title 4 “Business Regulations” Division 6 “Outdoor Advertising, Department of Transportation and the ordinances, resolutions, official policies, fees, rules and regulations of the City governing signage, the permitted uses of land, intensity of development, improvement and construction standards and requirements, specifications and conditions of approval applicable to the development of the Project as of the Effective Date including, but not limited to, the Enacting Resolution, the City’s General Plan, Zoning Ordinances, the “Digital Sign Ordinance”, Municipal Code, and applicable construction codes.

1.14 Laws. The constitutions and laws of the State of California, the United States, any political subdivision within the State of California, any codes, statutes, ordinances, regulations, official policies, or rules of any of them, and any court decision, state or federal, thereunder which are applicable to the Project.

1.15 Memorandum of Agreement. A memorandum of this Agreement substantially in the form attached as Exhibit E hereto that will be recorded in accordance with Section 2.1.

1.16 Message Center. “Message Center” is an advertising display where the message is changed more than once every two minutes, but no more than every four seconds per California Business & Professions Code 5216.4, and as listed on the Caltrans Outdoor Advertising Act Regulations.

1.17 Project. The Project consists of replacing the four Existing Sign Faces with four 14’ x 48’ “V”-type Digital Display Faces without modification of the foundations, or any

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changes in the cradles, angles, or size of sign faces on the Project Sites pursuant to a single building permit and subject to the terms and conditions of this Agreement. Illustrative examples of the Digital Display Faces to replace the Existing Sign Faces are depicted on **Exhibit F**.

1.18 **Project Approvals.** All City approvals, entitlements, and permits required for the Project include Existing Approvals and Subsequent Project Approvals. These approvals include, but are not limited to, sign review approval in accordance with Colfax Municipal Code §117.112.140 and issuance of one building permit for all four Digital Display Faces.

1.19 **Project Sites.** That certain real property described in **Exhibit A** to this Agreement.

1.20 **Settlement Agreements.** The Settlement Agreement And Release dated October 19, 2000, whereby the City, Dennis R. Freidig and Robert D. Townsend resolved Placer County Superior Court Action M-CV-5793, and the Stipulation For Entry Of Judgment In Favor Of City Of Colfax filed January 7, 2000 in United States District Court For The Eastern District Of California Case No. CIV-S-98-1553 WBS GGH (the “Federal Lawsuit”), attached to which is a Settlement Agreement And Mutual Release pursuant to which the City, its City Council, David Gard, Robert Townsend, and Dennis Freidig resolved Placer County Superior Court Action SCV-7400 and the Federal Lawsuit.

1.21 **Sign Face.** A Sign Face is one of the two primary surfaces of an advertising display upon which advertising information is displayed.

1.22 **Subsequent Project Approvals.** All Project Approvals to be issued by the City after the Effective Date including, without limitation, sign review approval of each Digital Sign Face in accordance with Colfax Municipal Code §117.112.140 upon receipt of a complete application for sign review approval and issuance of one building permit for all four Digital Display Faces.

1.23. **Term.** The Term of this Agreement as provided in Section 2.2 below.

1.24 **Unconstructed Caltrans Permits.** SPD previously obtained the following permits from Caltrans for future signage within City limits: 41140; 41209; N03-0014; and N03-0015 [**Exhibit C**]. Those permits will collectively be referred to as the “Unconstructed Caltrans Permits.”

Section 2. Effective Date; Term

2.1 **Effective Date; Recordation.** This Agreement shall be dated and the obligations of the City and SPD hereunder shall be effective as of the Effective Date. Not later than

ten (10) days after the Effective Date, the City shall cause the Memorandum of Agreement in the form attached as **Exhibit E** to be recorded in the Official Records of the County of Placer, State of California. The City shall forward a copy of the recorded Memorandum of Agreement to SPD.

2.2 Term. The Term of this Agreement shall commence on the Effective Date and shall expire twenty-five (25) years thereafter unless it is terminated earlier pursuant to the terms of this Agreement or otherwise. SPD shall have the right to extend the Term for five additional five year terms if all of the following conditions are met prior to the commencement of each five year extension: (a) SPD must give the City written notice of its intention to extend the Term for five years not less than 90 days before the expiration of the Term or extension in effect when the written notice is given; and (b) SPD must not be in material breach of its obligations under this Agreement. All Project Approvals shall be effective for the Term.

Provided that such proposed reversion is approved by Caltrans, SPD shall also have the right to revert back to the current tri-vision or static board use of the same located as described in §§1.10 and 1.11.

Section 3. General Development of the Project

3.1 Fees and Credits. The Exactions shall be paid from SPD to the City as follows: a \$7,500.00 non-refundable sign application review fee shall be paid to the City within three business days of the date the Enacting Resolution is adopted. The \$87,500.00 balance shall be paid within three business days after Caltrans issues its permit for the first Digital Sign Face to be installed as part of the Project. SPD will also undertake, in reliance on the execution of this Agreement, negotiation for the transfer of its Existing Caltrans permits and the decommissioning and dismantling costs for its Existing Sign Faces at its sole cost and expense, and continue to make its annual rental payments as set forth in in the Settlement Agreements regardless of whether or not its efforts to market the Project is successful.

3.2 Vested Right to Develop the Project. SPD shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement. The City shall have the right to regulate development of the Project and use of the Project Sites in accordance with the terms and conditions of this Agreement and the Governing Ordinances. Upon approval of this Agreement, SPD shall be entitled to all such other Subsequent Project Approvals including, without limitation, such City permits and approvals as are required to develop, construct, complete and operate the Project. Except as otherwise specified in this Agreement, the Governing Ordinances shall control the overall design, development and construction of the Project and the issuance of Subsequent Project Approvals. To the extent that the Governing Ordinances conflict with this Agreement, including new, conflicting, or potentially conflicting fee schedules,

this Agreement shall take precedence. Subject to these general restrictions, SPD shall develop the Digital Sign Faces prior to the following project deadlines and as otherwise follows:

- 3.2.1 Project Deadlines. The following deadlines are material provisions of this Agreement. Although SPD retains the right to determine the sequence in which it will construct and install the Digital Sign Faces allowed by this Agreement, it must timely meet each of the following deadlines. Failure by SPD to comply with any of the following Deadlines shall constitute a material breach by SPD of its obligations under this Agreement. For purposes of this Agreement, construction and installation of such Digital Sign Face shall be deemed “completed” only if the Digital Sign Face is fully permitted, installed and operating by the applicable deadline.
- 3.2.2.1 SPD shall complete the construction and installation of the first Digital Sign Face not later than 18 months after the Effective Date.
- 3.2.2.2 SPD shall complete the construction and installation of the second Digital Sign Face not later than 24 months after the Effective Date.
- 3.2.2.3 SPD shall complete the construction and installation of the third and fourth Digital Sign Faces not later than 60 months after the Effective Date.
- 3.2.3 If SPD fails to complete construction and installation of any Digital Sign Face within any Project deadline or any extension thereof mutually agreed to in writing, SPD’s vested right to replace any Existing Sign Face with a Digital Display Face pursuant to this Agreement shall expire and the building permit shall be revoked as to the incomplete portion of the Project. In such event, the City shall be free of any further obligation to SPD under this Agreement and shall be entitled, without any liability to SPD whatsoever, to negotiate with any vendor for the installation of Digital Display Faces at locations within the City other than the Project Sites. Notwithstanding the revocation of any building permit for uncompleted Sign Faces for SPD’s failure to meet any Project deadline, SPD shall be allowed to continue to operate and maintain the completed Digital Sign Faces and the Existing Sign Faces as long as it continues to timely pay all rents due under the Settlement Agreements, and SPD’s prior Caltrans permits for its Existing Sign Faces remain valid. Nothing in this section abrogates SPD’s obligation to pay rent to the City pursuant to its Settlement Agreements.
- 3.2.4 During the term of this Agreement, and provided that SPD is not

otherwise in default of its obligations under the Governing Ordinances or this Agreement, the City will not install or operate any Digital Display Faces on the City-owned sign without SPD's prior written consent, which consent shall not be unreasonably withheld. Prior to entering into any negotiations with any third party for the replacement of the city-owned sign with digital faces, City agrees to provide 30 days advance notice of City interest coupled with a right of first refusal to SPD to design and operate the City sign with digital technology.

3.2.5. All costs of developing the Project shall be borne exclusively by SPD.

3.2.6 SPD shall secure, or cause to be secured, all Caltrans permits and approvals prior to the commencement of Project construction, provided, however, that SPD shall be entitled to undertake any work necessary to dismantle the Existing Sign Faces. The City will timely issue all Subsequent Project Approvals needed to construct and develop the Project in compliance with this Agreement, the Project Approvals, and the Governing Ordinances, and provide any assurances requested by Caltrans.

3.3 Issuance of Subsequent Project Approvals. SPD shall submit to the City applications for any and all Subsequent Project Approvals needed to construct and develop the Project under this Agreement and the Governing Ordinances. City shall issue such Subsequent Project Approvals as set forth in this Agreement; nothing in this Section shall obligate City to issue any approval that is not in compliance with this Agreement and the Governing Ordinances. Upon submission by SPD of any application, City shall promptly commence and diligently complete all steps necessary to review and process the requested Subsequent Project Approvals, including, but not limited to, the granting of the requested Subsequent Project Approval to the extent that it is consistent with the Project, the terms and conditions of this Agreement, the Governing Ordinances, and state and federal law. The permitted uses of the Project Sites, the type of use, design, the maximum height, bulk, and size of proposed signs, and the location of the proposed signs shall not exceed the height or width of the Existing Static Board Signs, and any fees and exactions, and other terms and conditions of development applicable to the Project Sites, shall be those set forth in this Agreement. No permit or approval shall be conditioned nor shall any discretion on the part of City be exercised to require a change or alteration in the proposed development of the Project, or to be inconsistent with the terms of this Agreement. Notwithstanding the foregoing, City is not obligated to issue any Subsequent Project Approval unless and until all rents, fees and charges due and payable for that part of the Project have been received by the City.

3.4 Environmental Review. In connection with City's Project Approvals subject to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"):

3.4.1 The City acknowledges that this Agreement is in full compliance with the conditions precedent contained in the Governing Ordinances which were adopted to ensure that all environmental impacts would be mitigated to a level of insignificance; and that the Project anticipated by this Agreement replaces Existing Sign Faces with 14' x 48' Digital Display Faces into the existing cradles, attached to the pre-existing sign foundations at the locating of the existing permitted board signs at their current locations. The City has therefore determined that the scope of this Project and its Approvals without any change or modification to existing sign heights, location, or foundations has no effect on the environment, and that the environmental review undertaken at the time the City adopted the Digital Sign Ordinance sufficiently incorporated all appropriate environmental mitigation measures (collectively, "Measures") in terms of lumen control, number of message displays per minute, and other requirements of the Governing Ordinances. The City further acknowledges that this Agreement bars the imposition and implementation of additional Measures on the later installation of Digital Sign Faces as part of the Project. On that basis, the City shall not require a supplemental or subsequent environmental review prior to the approval of this Agreement, or other form of subsequent environmental documentation (other than Findings and the Notice of Exemption) which were issued upon review of the Permit applications submitted by SPD which contained the designs for all four Digital Display Faces prior to considering or approving an application for a Subsequent Project Approval.

3.5 Other Governmental Permits. SPD shall apply for such other Project permits and approvals as may be required by governmental or quasi-governmental agencies other than the City that have or claim to have jurisdiction over the Project or Project Sites, including, without limitation, Caltrans, and any public utilities, utility districts, or publicly regulated private entities. City shall cooperate with SPD in its endeavors to obtain such permits and approvals in order to facilitate the availability of such permits and approvals or services, at each stage of the development of the Project, including as appropriate to serve as a co-applicant with SPD for permits and approvals required from other public agencies.

3.6 Exactions. SPD shall pay and perform the following:

3.6.1 Fees and Charges. SPD shall timely pay the Exactions in accordance with Section 3.1 of this Agreement.

3.6.2 Rents. SPD shall continue to timely make all rental payments required by the Settlement Agreements for the Existing Sign Faces as follows, and

whether or not it completes the Project or any aspect thereof:

- (A) From and after the adoption of the Enacting Resolution, and continuing for a period of five years and six months thereafter, SPD shall pay the City rent in the sum of \$30,346.20 per year (“Base Rent”). Said annual rent can be paid in a single lump sum at the commencement of each year, or in equal monthly installments of no less than \$2,528.85 on or before the first day of each and every month.

- (B) At the commencement of the seventh month of the fifth year after the Enacting Resolution is adopted, and at the commencement of each fifth year thereafter, annual Base Rent shall be increased as follows. The base for computing the increase of Base Rent shall be the Consumer Price Index, All Urban Consumers, All Items, for the San Francisco Bay Area published by the United States Department of Labor, Bureau of Labor Statistics (the “Index”) which is in effect on the date the Enacting Resolution is adopted (the “Beginning Index”). The Index published most immediately preceding the adjustment date in question (the “Extension Index”) is to be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the Base Rent for the following five years until the next Base Rent adjustment shall be set by multiplying the Base Rent by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. In no case shall the Base Rent be reduced, nor shall any increase exceed 12% for each adjustment period. If the Consumer Price Index is discontinued by the Bureau of Labor Statistics, the index designated by the Bureau of Labor Statistics as replacing said index shall be used.

3.6.3 Special Assistance to City of Colfax - City Message Center Displays. SPD shall provide City, at no charge or cost to City, one advertising message center display “per rotation” per Digital Sign Face, each message display to be not less than six seconds per slot. SPD’s provision of these message displays and City’s acceptance and use of these message displays are subject to the following terms and conditions:

- (A) The six second exposure time per message is in compliance with California Outdoor Advertising Act §5216.4, and is not less than six (6) seconds per slot;

- (B) SPD will produce, at SPD's expense, three (3) generic advertisements per Digital Sign Face covering topics of municipal benefit. These three advertisements will be produced and placed in rotation on the Digital Sign Faces at City's direction. Such generic advertisements shall allow for promotion of the City, special city-wide events, public services, or emergency advertisements. City may also submit additional special promotional advertisements in addition to those identified above; however, the costs and expenses of design and development of all advertisements greater than three will be paid for by City, and produced by SPD and charged to the City at SPD's cost. City may choose to use their message displays for "Amber Alerts" and other public service & safety messages, instead of the generic ads.
- (C) The Digital Sign Face message displays allocated to the City under this Agreement are intended to promote the City and businesses within the City in general. SPD's obligation to produce the generic advertisements will not apply to any advertising of for-profit businesses in the City. City shall not use its message displays to specifically promote any one business that otherwise could be a client for SPD, or that because of its location along Interstate 80 already maintains I-80 signage. However, City reserves the right to plan signage for advertising multiple [not less than 3 businesses whose business may be related to special city-wide promotions] small businesses; for example, small merchants in downtown Colfax, provided the message display is split between several businesses. Graphics design and production for individual businesses shall be borne by the individual businesses, not SPD.
- (D) After all four sign faces have been constructed, and in the event of peak seasonal demand, and further provided City has not planned seasonal or special event signage, SPD shall be allowed, with the City's consent, to sell up to two of the four message displays earmarked for the City. In that event, SPD will pay the City \$500 per month or portion thereof or 50% of the revenue generated, whichever is greater, for the time the City message display will be used by SPD.

3.6.4 License Imposed On SPD Message Boards - City Owned Property. SPD agrees that this Agreement constitutes a license for the City, its officers, agents and employees to enter the Project Sites and maintain, repair, remove, or replace any Digital Sign Face in the event of SPD's default of any of its obligations under this Agreement.

- 3.6.5 Maintenance of Unconstructed Caltrans Permits. Unless revoked by Caltrans, SPD shall maintain the Unconstructed Caltrans Permits in full force and effect.
- 3.6.6 No Other Fees or Charges. Except as provided herein or as may otherwise be required by Caltrans, no other fees or charges shall be imposed by the City or upon the Project or Project Sites.

3.7 Limit on Future Exactions. As a material part of the consideration for this Agreement, SPD has received the assurances of City that SPD shall not be subject to future Exactions established by City on or after the Effective Date that otherwise might be imposed on a discretionary basis as conditions to granting land use permits, or sign permits, and approvals. Therefore, this Agreement fully sets forth all of SPD's obligations pertaining to the Project, and SPD's performance of its obligations under this Agreement shall fully satisfy all present and future requirements of City for Exactions that could be required for the Project, and City shall not require from SPD any additional Exactions in granting land use permits or approvals. Notwithstanding the foregoing prohibition on any future Exactions, after five years from the Effective Date, the City may impose increases in fee amounts applicable to the Project under this Agreement to the extent that such increases are imposed on a city-wide basis.

Notwithstanding the foregoing, any variation, modification, change, or amendment to the Project, Project Approvals, or this Agreement shall entitle City to impose new or increased Exactions on the remaining Project.

3.8 Taxes and Assessments. SPD shall pay when due all *ad valorem* property taxes and special assessments imposed on the Project Sites and the improvements thereon. In addition, SPD shall pay all other valid and applicable City, County, and other taxes and assessments.

Section 4. Specific Criteria Applicable To The Project

4.1 Applicable Ordinances And Approvals. This Agreement and the Governing Ordinances shall govern the development of the Project. In the event of any conflict between this Agreement and the Governing Ordinances, this Agreement shall control.

4.2 Rights of Access During Construction. Representatives of City shall have the reasonable right of access to the Project Sites without charges or fees, at normal construction hours during the period of construction of the Project or issuance of Project Approvals for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Project or any aspect of the Project.

4.3 **Rights of Access in General.** For the purposes of assuring compliance with this Agreement, representatives of City shall have the reasonable right of access to the Project Sites without charges or fees for the purpose of inspection of the Project Sites as to maintenance of the signs placed thereon, provided the City provides at least 48 hours advance written notice, except in the case of an emergency. Representatives of City shall have the reasonable right of access to the Project Sites for the purpose of inspection and repair of public utilities and facilities, provided City shall repair any damage occasioned by such access and restore the Project Sites to the condition which existed prior to the access so far as is reasonably practicable. To the extent such repair and restoration is not reasonably practicable, City shall compensate SPD for all damages occasioned by such access.

Section 5. Permitted Delays; Supersedure by Subsequent Laws

5.1 **Permitted Delays.** In addition to any specific provisions of this Agreement, performance by SPD of its obligations hereunder may be excused during any period of delay caused at any time by reason of: (i) war or civil commotion, riots, strikes, picketing, or other labor disputes; (ii) shortage of materials or supplies, or damage to work in process by reason of fire, rains, floods, earthquake, or other casualties; (iii) restrictions or delays caused, imposed, or mandated by governmental or quasi-governmental entities; (iv) enactment of conflicting Laws (including, without limitation, new or supplementary environmental regulations); (v) litigation, including that initiated by a non-Party challenging this Agreement or any Project Approval; (vi) failure of non-Party agencies to promptly process and grant a Project Application; (vii) any actions or inactions on the part of City, or any other governmental or quasi-governmental entity (including, without limitation, utilities) having jurisdiction over the Project or the Project Sites; or (viii) any other cause beyond the reasonable control of SPD. SPD shall promptly notify the City of any delay hereunder as soon as possible after the same begins. The Term of this Agreement shall be extended by the period of any approved delay.

5.2 **Supersedure by Subsequent Laws.** If any State or Federal Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the City and SPD shall meet in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in SPD's reasonable business judgment, then SPD shall have the right to terminate this Agreement by written notice to the City. In the alternative, at SPD's election and subject to approval by the City Council, the Term of this Agreement may be extended pursuant to Section 2.2 for the duration of the period during which such new Law precludes compliance with the provisions of this

Agreement. In addition, SPD shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 6. Transfers and Assignments

6.1 Right to Assign Upon City Approval. During the term of this Agreement, SPD and its successors and assigns shall have the right to sell, assign, or transfer this Agreement and all or a portion of its rights, duties, and obligations hereunder to any entity first approved by the City in writing. The City's approval thereof shall not be unreasonably withheld.

6.2 Agreement Binding on Successors. Except as otherwise provided in this Agreement, the burdens of this Agreement shall be binding on, and the benefits of this Agreement shall inure to, all successors-in-interest to City and SPD.

Section 7. Amendment and Termination

7.1 In General. Except as provided in Section 9.1(a), (b) and (c) relating to termination in the Event of Default, this Agreement may be canceled, modified, or amended only by mutual written consent of the Parties. Within ten (10) days after adoption of any amendment or termination of the Agreement, the City shall cause a Memorandum of Amendment of Agreement, or Memorandum of Termination of Agreement, as the case may be, to be recorded in the Official Records of the County of Placer, State of California.

Section 8. Notices

8.1 Procedure. Any notice or communication required pursuant to this Agreement by any Party ("Notices") shall be in writing and shall be given either personally, by facsimile transmission, by Federal Express or other similar courier promising overnight delivery, or by regular U.S. mail.

(a) If given by Federal Express or similar courier, the Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier.

(b) If personally delivered, a Notice shall be deemed to have been given when actually delivered to the Party to whom it is addressed.

(c) If delivered by facsimile transmission, a Notice shall be deemed to have been given upon receipt of the entire document by the receiving Party's facsimile

machine as shown by the transmission report issued by the transmitting facsimile machine. Notice transmitted after 5 p.m. or on Saturday, Sunday, or holiday shall be deemed to have been given on the next business day.

(d) If delivered by regular U.S. mail, a Notice shall be deemed to have been given five (5) calendar days after deposit with the U.S. Postal Service.

Notices shall be given to the Parties at their addresses set forth below:

City: City Clerk
City of COLFAX
33 S. Main Street
P.O. Box 702
Colfax, CA 95713
Telephone: (530) 346-2313
Facsimile: (530) 346-6214

With a
Copy to: City Attorney, City of Colfax
33 S. Main Street
Colfax, CA 95713
Telephone: (530) 346-2313
Facsimile: (530) 346-6214

SPD: Sierra Property Development
c/o Dave Gard
P.O. Box 1240
Colfax, CA 95713
Telephone: 530-346-8313
Facsimile: 530-346-8258

With a
Copy to: Marcus J. Lo Duca, Esq.
Lo Duca & Avdis, LLP
3200 Douglas Blvd., Suite 300
Roseville, CA 95661
Telephone: 916-774-1636, Ext. 300
Facsimile: 916-774-1646

Any Party may change its mailing address or contact person(s) at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effective.

8.2 Form and Effect of Notice. Every Notice (other than the giving or withholding of consent, approval, or satisfaction under this Agreement, but including requests therefor) given to a Party shall comply with the following requirements. Each such Notice shall state: (i) the Section of this Agreement pursuant to which the Notice is given; (ii) the period of time within which the recipient of the Notice must respond, or if no response is required, a statement to that effect; and (iii) if applicable, that the failure to respond to the Notice within the stated time period shall be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the Notice. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. In no event shall Notice be deemed given, nor shall a Party's approval of, consent to, or satisfaction with the subject matter of a Notice be deemed given by such Party's failure to object or respond thereto if such Notice does not fully comply with the requirements of this Section. No waiver of this Section shall be inferred or implied from any act (including conditional approvals, if any) of a Party, unless such waiver is in writing, specifying the nature and extent of the waiver.

Section 9. Miscellaneous Provisions

9. 1. Default; Termination.

(a) Failure or unreasonable delay by either Party to perform any obligation under this Agreement for a period of sixty (60) days after written Notice thereof from the other Party shall constitute an Event of Default under this Agreement, subject to extensions of time by mutual consent in writing or discretionary approval of extensions by the City Manager, subject to the applicant's right of appeal to the City Council. Said Notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such sixty (60) day period, the commencement of the cure within such time period and the subsequent diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the sixty (60) day period without cure, if applicable, the other Party to this Agreement, at its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate this Agreement.

(b) Any notice of intent to terminate this Agreement ("Termination Notice") shall be provided in any manner authorized by Section 8.1 of this Agreement not less than ten (10) days before any hearing on the Termination Notice. The hearing on the Termination Notice shall be conducted by the City Council at such time as the City Council may establish as long as the Termination Notice is given at least ten (10) days in advance of the hearing. The procedure for conducting the hearing on the Termination Notice and the taking of evidence thereon shall be as established by the City Council, in its sole discretion. The non-terminating Party shall be required to demonstrate good faith compliance with the terms of this Agreement.

(c) If, at the conclusion of the hearing, the City Council finds and determines, on the basis of substantial evidence, that the non-terminating Party has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement, modify any of its provisions, or modify any of the Project Approvals. The determination by the City Council in this regard shall be final and binding, and shall constitute the exhaustion of all applicable administrative remedies. The waiver by either Party of any Event of Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

(d) Within ten (10) days after adoption of any amendment or termination of the Agreement, the City shall cause a Memorandum of Amendment of Agreement, or Memorandum of Termination of Agreement, as the case may be, to be recorded in the Official Records of the County of Placer, State of California. The City shall forward a copy of the recorded Memorandum of Amendment of Agreement, or Memorandum of Termination of Agreement, as the case may be, to SPD.

9.2 Cooperation in the Event of Third-Party Legal Challenge

(a) In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its adoption or the issuance of any of the Project Approvals, SPD reserves the right to withdraw its application for the Project. However, in the event that SPD elects not to withdraw its application, the Parties agree to cooperate in defending said action or proceeding, and SPD agrees to diligently defend any such action or proceeding and to bear the litigation expenses of defense, including attorney's fees. The City retains the option to employ independent defense counsel at SPD's expense unless SPD elects to withdraw its application. If the City exercises its option hereunder to employ its own defense counsel at SPD's expense, the City shall retain an experienced litigation attorney, require such attorney to prepare and comply with a litigation budget, and present that litigation budget to SPD prior to incurring obligations to pay legal fees in excess of \$2,500.00. SPD further agrees to hold City harmless from all claims for recovery of the third party's litigation expenses, including attorney's fees, expert fees, and court costs.

(b) If SPD elects not to contest such litigation, the City shall have no obligation to contest such litigation and may require preparation of such subsequent or supplemental environmental review or reports, prior to further review or approval of the challenged Subsequent Project Approval(s).

(c) Such obligation of SPD to (1) defend diligently any litigation provided for in Section 9.2, (2) bear the litigation expenses for defense, including attorney's fees, and the city attorney's fees, expert fees, and court costs, and (3) hold the City harmless from

any and all claims for recovery of third parties' litigation expenses, including attorney's fees, expert fees, and court costs, shall expire ninety (90) days after the date the Enacting Resolution approving this Agreement is adopted by the City Council, as set forth in California Government Code Section 65009(b)(3)(E), provided that no such litigation has been filed during such ninety (90) day statute of limitations.

9.3 Actions; Remedies; Attorney's Fees. In addition to any other rights and remedies, either Party may institute legal action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto, or an action to terminate this Agreement and all rights and obligations hereunder. In no event shall either Party or its officers, agents, or employees be liable in monetary damages for any breach or violation of this Agreement, it being expressly understood and agreed that the sole legal or equitable remedy available to either Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance, injunctive or declaratory relief to enforce the provisions of this Agreement, or an action to terminate this Agreement and all rights and obligations hereunder. Notwithstanding the foregoing, the City shall not be foreclosed from initiating an action to enforce SPD's obligations to make monetary payments under this Agreement as a condition for completing the Project. In any such legal action, the prevailing Party shall be entitled to recover all litigation expenses, including reasonable attorney's fees and court costs.

9.4 Effect of Termination. Termination of this Agreement shall not affect the Parties' obligations to comply with the standards, terms, and conditions of any approvals issued with respect to the Project Sites or any portion thereof, nor shall it affect any covenants of any Party which are specified in this Agreement to continue after termination or which must remain in effect to achieve their intended purpose. Termination of this Agreement shall not affect SPD's right to continue to maintain the Existing Sign Faces on the Project Sites as long as SPD continues to timely pay when due all rents required under the Settlement Agreements, but termination shall allow the City to negotiate with other vendors for the placement of Digital Display Faces on other than the Project Sites.

9.5 Negation of Partnership and Joint Venture. The City and SPD specifically acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of SPD, or the affairs of City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person who is not expressly made a party and signatory to this Agreement.

9.6 Severability. Invalidation of any provision of this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstances, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances, or would frustrate the purposes of this Agreement.

9.7 Entire Agreement. This Agreement, the Settlement Agreements, and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, all prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement and the Exhibits hereto; provided, however, that if this Agreement is terminated, the Settlement Agreements shall remain in full force and effect.

9.8 Further Documents. Each Party shall execute and deliver such further documents as may be reasonably necessary to achieve the objectives of this Agreement.

9.9 Governing Law; Interpretation of Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the United States, the State of California, and the City of Colfax.

9.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement.

9.11 Time of Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

9.12 Notice of Termination. Upon the expiration of this Agreement or its termination, the Parties hereto shall, if requested by another Party, execute for recordation in the Official Records of Placer County, a notice stating that this Agreement has expired or been terminated and that this Agreement is no longer in effect.

9.13 Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing to such requesting Party that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been modified either orally or in writing, or if modified, to describe the nature of the modifications; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and (iv) the status of performance of the obligations of the Parties to this Agreement. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following receipt thereof. The [City Manager]

shall have the right to execute any certificate requested by SPD hereunder.

9.14 Powers of SPD. SPD shall have full power over and exclusive control of development of the Project, subject only to the limitations and obligations of SPD under this Agreement.

9.15 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- A. Depiction of Project Sites, Assessor Parcel Numbers, Addresses, and Caltrans permits;
- B. Existing Constructed Caltrans Permits;
- C. Existing Unconstructed Caltrans Permits;
- D. Copies of Existing Sign Permits Issued by City of Colfax;
- E. Memorandum of Agreement; and
- F. Illustrative Examples of 14 x 48 Digital Display Faces Intended to Replace Existing Static Displays.

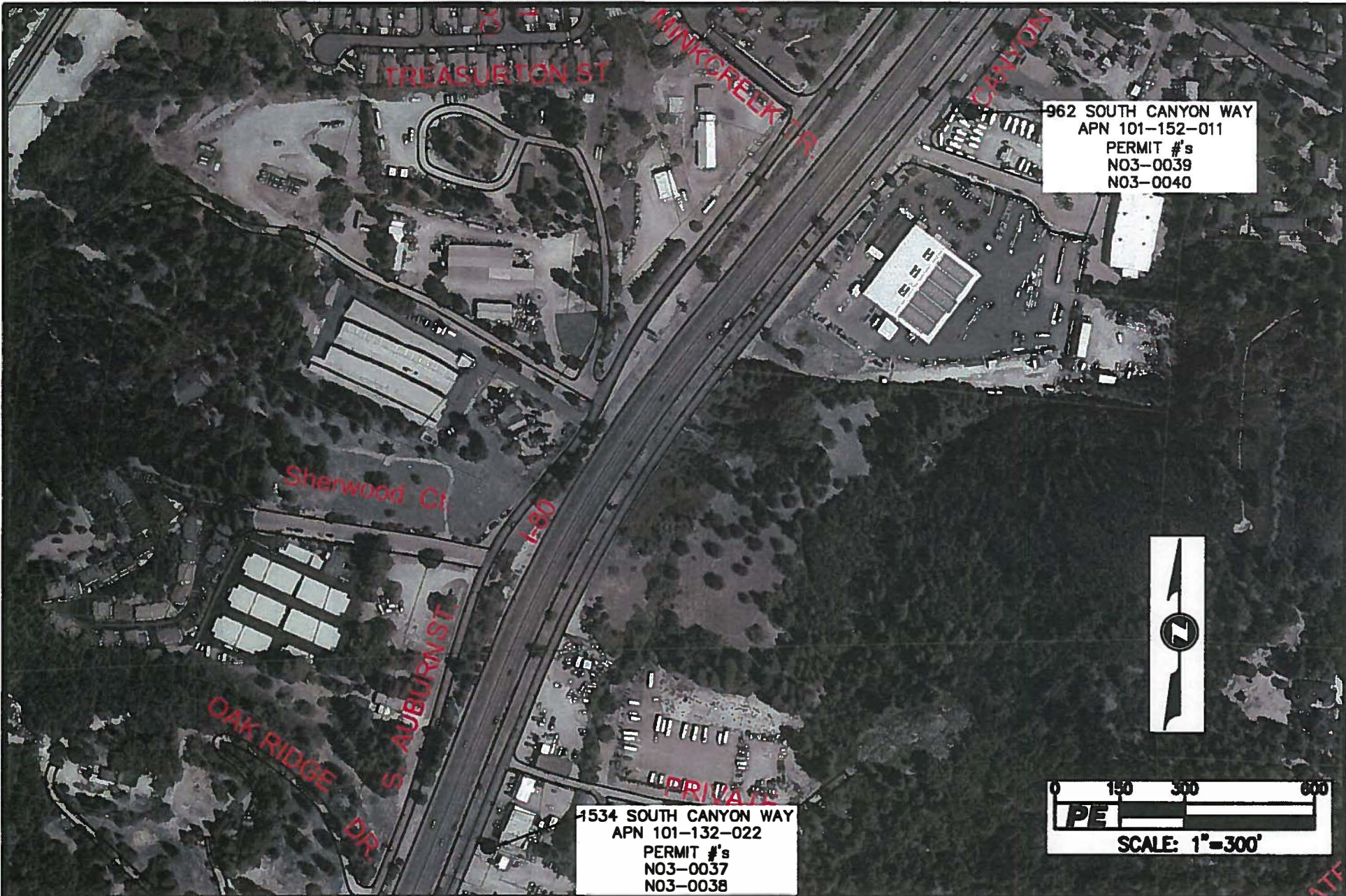
[Signatures and Exhibits on following pages]

LIST OF EXHIBITS

- A. Depiction of Project Sites, Assessor Parcel Numbers, Addresses, and Caltrans permits;
- B. Existing Constructed Caltrans Permits;
- C. Existing Unconstructed Caltrans Permits;
- D. Copies of Existing Sign Permits Issued by City of Colfax;
- E. Memorandum of Agreement; and
- F. Illustrative Examples of 14 x 48 Digital Display Faces Intended to Replace Existing Static Displays.

EXHIBIT A

**Depiction of Project Sites, Assessor Parcel Numbers, Addresses, and
Caltrans Permits**



PORTOBELLO ENTERPRISES
CONSULTING ENGINEERS
 1216 Fortna Avenue
 Oakland, CA 95778
 Phone: (510) 638-6283
 Fax: (510) 638-6283

**SIERRA PROPERTY
 DEVELOPMENT DIGITAL
 BILLBOARD SIGN LOCATIONS**

Date: 10/15/12
 By: JC
 Sheet 1 of 1

EXHIBIT B**Existing Constructed Caltrans Permits**

PERMIT	POST MILE/LOCATION	APN#
N03-0037	RT80-32.30R (Winner Chevrolet-1534 S. Cyn Wy)	101-132-022-000
N03-0038	RT80-32.30R (Winner Chevrolet-1534 S. Cyn Wy)	101-132-022-000
N03-0039	RT80-32.70R (Sierra RV-962 S. Cyn Wy)	100-152-011-000
N03-0040	RT80-32.70R (Sierra RV-962 S. Cyn Wy)	100-152-011-000

EXHIBIT C**Existing Unconstructed Caltrans Permits**

PERMIT	POST MILE/LOCATION	APN#
41140	RT80-31.95L (Dingus McGee's)	101-131-038-000
41209	RT80-32.18R (City of Colfax – Winner)	101-132-018-000
N03-0014	RT80-32.16L (Luther Presson – e/o LDS)	101-131-041-000
N03-0015	RT80-32.26L (Luther Presson – e/o LDS)	101-131-041-000

EXHIBIT D

Copies of Existing Sign Permits Issued by City of Colfax

CITY OF COLFAX
PO Box 702, Colfax, CA 95713
(916) 346-2313

BUILDING PERMIT

PERMIT NO.
86-00

BUILDING PROJECT IDENTIFICATION
Job Address 1624 South Canyon Way (Sierra Chevrolet)
Parcel# APN 101 132 22 Zoning Map/Commercial
Owner/Lessee David Gard/Annae Phone 346 8313
Address ViaCom OUTDOOR - Owner Box 3335, Auburn CA 95604-3335
Contractor Sunnet Signs Lic No. 620332
Address 1772 N Patterson Stockton CA 95215 Phone 209 931 5535
Arch/Engr Gerald Caracene Lic No CA 25418/1111
Address 3544 N 147th Oak Forest, IL Phone 708 489 0400

THIS PERMIT INCLUDES:
 Building Plumbing Electrical
 Mechanical Grading
 Residential Commercial
 New T.I./Fill In
 Addition Demolition
 Alteration Sign 16' x 50' "Y"
 Repair Outdoor Disp.

LICENSED CONTRACTOR DECLARATION
I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (Construction) of the Business and Professions Code, and my license is in full force and effect.
License Class _____ Lic. No. _____
Date _____ Contractor _____

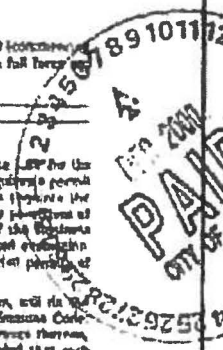
OWNER'S DECLARATION
I hereby affirm under penalty of perjury that I am exempt from the Contractors License Law for the following reason (cite Title 9 Business and Professions Code. Any city or county which exercises a power to restrict, alter, improve, demolish, or repair any structure, prior to its issuance, also exempts the applicant for such period to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 commencing with Section 2707) of Division 9 of the Business and Professions Code or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 2701.5 by any applicant for a permit subjects the applicant to a fine penalty of not more than five hundred dollars (\$500).
(1) I, as owner of the property, or my employees with wages at their sole compensation, will do the work and the structure is not intended or offered for sale (See Title 9 Business and Professions Code. The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is not within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.)
(2) I, as owner of the property, am voluntarily contracting with licensed professionals to construct the project (cite Title 9 Business and Professions Code. The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor) to be completed pursuant to the Contractors License Law.
(3) I am exempt under Sec. _____ B & P.C. for this reason _____
Date _____ Owner _____

WORKERS' COMPENSATION DECLARATION
I hereby affirm under penalty of perjury one of the following (check one):
I have and will maintain a certificate of consent to authorize the workers' compensation, as provided for by Section 2700 of the Labor Code, for the performance of the work for which this permit is issued.
I have and will maintain workers' compensation insurance, as required by Section 2700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier _____ Policy Number _____ (This section must not be completed if the permit is for one hundred dollars (\$100) or less.)
I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 2700 of the Labor Code, I shall forthwith comply with those provisions.
Date 11/20/00 Applicant [Signature]

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 2700 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

CONSTRUCTION LENDING AGENCY
I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (See 2007, Civ. C.)
Lender's Name _____
Lender's Address _____

Describe work to be done Pursuant to this permit MCU 5793 settlement agreement
applicants will be constructing on double faced "Vee" display (see attached photocopy).
Contract price is \$32,018.00 - see attached contract.
PLEASE DO NOT WRITE BELOW



Change of Use from VACANT
Change of use to SIGN
Valuation of work \$ 32018

SPECIAL CONDITIONS

APPLICATION ACCEPTED BY [Signature] PLANS CHECKED BY [Signature] APPROVED FOR ISSUANCE BY [Signature]

PLAN CHECK FEE 48.75 PERMIT FEE 75.00

Type of Work <u>SIGN</u>	Occupancy Group	System
Size of Bldg (Floor) Sq Ft	No. of Stories	Max. Occ. Load
Fire Load	Use Code	Fire Separation Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
No. of Dwelling Units	OTHER EFFECT PLANNING DEVICES	Uncovered

Special Approvals	Required	Received	Not Required
CONING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HEALTH DEPT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FIRE DEPT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
USE DEPT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER Agency:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPLICANT

NAME Dennis R. Freidig
ADDRESS Box 3335 CITY Auburn ZIP CODE CA 95604-3335

I certify that I have read this application and state that the above is correct. I agree to comply with all City & County Ordinances and State Laws that relate to building construction and to authorize representatives of the City to enter the above mentioned property for inspection purposes.

Signature [Signature] Date 11/20/2000
 CONTRACTOR OWNER AGENT FOR CONTRACTOR AGENT FOR OWNER

CITY OF COLFAX
 P.O. Box 702, Colfax, CA 95713
 (916) 346-2313

BUILDING PERMIT

PERMIT NO.
13-00

THIS PERMIT INCLUDES:

- Building Plumbing Electrical
- Mechanical Grading
- Residential Commercial
- New T1/Full In
- Addition Demolition
- Alteration Sign 14' x 48' "
- Repair Type Outdoor Di

BUILDING PROJECT IDENTIFICATION

Job Address 962 South Canyon Way

Parcel 100 152 011 Zoning Res/Commercial

Owner/lessor David C. Gard Phone 530 346 8313

Address Box 1240, Colfax CA 95713

Contractor Miller Crane & Sign Lic. No. CA 762366

Address 3310 W. Bell Rd., Phoenix AZ Phone 602 978 A161

Arch/Eng Gerald Carstena Lic. No. CA 25418

Address 5544 N. 147th, Orem, UT Phone 708 489 0400

LICENSED CONTRACTORS DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 26001) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class _____ Lic. No. _____
 Date _____

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors License Law (Chapter 9 (commencing with Section 26001) of Division 3 of the Business and Professions Code) as that he or she is exempt therefrom and the terms for the exempt exemption. Any violation of Section 26014 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500).

I, as owner of the property, or my employees with proper title and compensation, will do the work, and the contractor is not intended or offered for sale (Sec. 2604, Business and Professions Code). The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his or her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he or she did not build or improve for the purpose of sale.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 2604, Business and Professions Code). The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such work with a contractor(s) licensed pursuant to the Contractors License Law.

I am exempt under Sec. _____ B.P.C. for the reason _____

Date _____

WORKERS COMPENSATION DECLARATION

I hereby affirm under penalty of perjury that the following declaration:

I have and will maintain a certificate of workers' compensation coverage for the performance of the work for which this permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 2608 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: _____

Policy Number _____

(This section need not be completed if the permit is for not hundred dollars (\$100) or less.)

I warrant that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 2600 of the Labor Code, I shall forthwith comply with those provisions.

Date _____ Applicant _____

WARNING: FAILURE TO SECURE WORKERS COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION DAMAGES AS PROVIDED FOR IN SECTION 2600 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

CONSTRUCTION LENDING AGENCY

I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 2601, Civ. C.).

Lender's Name _____
 Lender's Address _____

Describe work to be done Purchase to settlement of a federal lawsuit in December, 1999, applicant will contracting for the construction of a 14' x 48' double faced "V" display steps 35' +/- monophas.

Requested photocopy _____
 Contract price is \$23,942.00 - as attached contract. \$17,000 EOR



PLEASE DO NOT WRITE BELOW

41,000

SPECIAL CONTRACTOR

APPLICATION ACCEPTED BY	PLANS CHECKED BY	APPROVED FOR REBATE BY
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
PLAN CHECK FEE <u>26.00</u>	PERMIT FEE <u>410.00</u>	
Type of Work	Company Name	Class
Site of Work	No. of Stories	Use
Permit Fee	Use Zone	Permit Billing Method <input type="checkbox"/> Per <input type="checkbox"/> No
No. of Drawings	OFFICER'S FILING (CHECK ONE)	Default
Special Approval	Required	Not Required
ZONING		
NEARBY DOT		
ADJ DOT		
ADJ. CITY		
OTHER COMPLY		

APPLICANT

NAME David C. Gard

ADDRESS c/o Sierra Chevrolet, Box 1240, Colfax CITY Colfax ZIP CODE 95713

I certify that I have read this application and state that the above is correct. I agree to comply with all City & County Ordinances and State Laws that relate to building construction, and do authorize representatives of the City to enter the above mentioned property for inspection purposes.

Signature [Signature] Date 2/17/00

CONTRACTOR OWNER AGENT FOR CONTRACTOR AGENT FOR OWNER

EXHIBIT E

Memorandum of Agreement

Recording Requested By and)
 When Recorded Return To:)
)
 Sierra Property Development)
 c/o Dave Gard)
 P.O. Box 1240)
 Colfax, CA 95713)

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

BY THIS MEMORANDUM OF AGREEMENT (“Memorandum”), THE CITY OF COLFAX, a municipal corporation of the State of California (“City”) confirms that it has granted to SIERRA PROPERTY DEVELOPMENT, a California partnership (“SPD”) certain rights to replace SPD’s Existing Sign Faces on certain properties owned by SPD or David Gard located at 1534 South Canyon Way, APN No. 101-132-018; and 962 South Canyon Way, APN: 100-150-011, with Digital Display Faces. These certain properties owned by SPD or David Gard are located within the City of Colfax, and more particularly described in the attached **Exhibit A**, incorporated in this Memorandum (“Real Property”).

Section 1. Price and Terms

The terms and conditions of SPD’s right to install Digital Display Faces are set forth in that “Digital Billboard Sign And Relocation Agreement” dated November 14, 2012, adopted by Resolution No. _____ (“Agreement”). Copies of the Digital Billboard Sign And Relocation Agreement and Resolution No. _____ are on file with the City Clerk. The City has determined that the design and location of the Digital Display Faces and all other terms and conditions contained in the Agreement comport with City Ordinance 516, adopted by the City March 14, 2012.

The parties have executed and recorded this instrument to give notice of the Agreement and the respective rights and obligations of City and SPD. Pursuant to the Agreement, City issued specific Sign Permits No. _____ to SPD.

The Initial Term of the of the Agreement is 25 years, unless terminated or modified at an earlier date pursuant to the terms of the Agreement, and the Agreement provides for successive five year extensions provided no default has occurred. SPD has agreed, in addition to monthly rents continuing under its prior agreements, to pay the City the sum of \$95,000.00 to permit the installation of these Signs. The price and other terms are in the unrecorded Agreement, which is

incorporated by reference in its entirety in this Memorandum. In the event of any inconsistency between this Memorandum and the Agreement, the Agreement shall control.

Section 2. Assignment

SPD’s rights and obligations under the Agreement shall not be assigned without City’s prior written consent. Any assignment without that consent shall be void.

Section 3. Successors and Assigns

This Memorandum and the Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Agreement on assignment.

Section 4. Governing Law

This Memorandum and the Agreement are governed by California law.

IN WITNESS WHEREOF, City has signed this Memorandum as of _____

THE CITY OF COLFAX, a Municipal Corporation

By: _____
Name:
Its: Mayor

[Acknowledgment and Exhibit A on following pages]

ACKNOWLEDGMENT

State of California)
County of Placer)

On _____, 2012, before me, _____, Notary Public, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of notary

_____ Seal

EXHIBIT A TO MEMORANDUM OF AGREEMENT

Legal Description

[still need legal descriptions for the two properties – Dave]

DRAFT

EXHIBIT F

**Illustrative Examples of 14 x 48 Digital Display Faces
Intended to Replace Existing Static Displays**

7

DOWNTOWN
New Bedford Inc.
www.downtownnewbedford.org

explore

enjoy

shop

visit

VTCOM

Big Bear

Fruits
Produce

Seeds
Spices

Life

atchfire
Time-O-Matic

14' x 48' 19mm

FOR DEMONSTRATION PURPOSES ONLY

©Time-O-Matic, Inc. 2012

#2



atchfire
Time-O-Matic

14' x 48' 19mm

FOR DEMONSTRATION PURPOSES ONLY

©Time-O-Matic, Inc. 2012

#3

Exhibit A

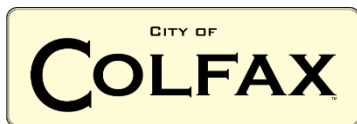
Item 9B



14' x 48' 19mm

FOR DEMONSTRATION PURPOSES ONLY

©Time-O-Matic, Inc. 2012



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director and Brian Eagan, Battalion Chief
Subject: Colfax Volunteer Fire Department Fleet and Merger Update

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and consider directing staff to pursue capital purchase financing and merger options as a comprehensive fire service analysis for a future Council meeting.

Summary/Background

Per council request, staff is providing an initial review of our Fire Department apparatus fleet and capital budget requirements.

Similar to many small rural fire departments, the City of Colfax has an aging apparatus fleet and the need to routinely replace, repair and upgrade equipment with a small operating and capital budget. The last three fiscal years, the City of Colfax has incurred large expenditures in maintenance funds due to the apparatus age, several unexpected repairs and lack of prior quality maintenance and repairs. Currently all in service equipment is on a routine maintenance schedule. The City currently owns four pieces of fire apparatus as described in the chart below.

Name	Year	Model	Description	Utilization	Minimum Staffing Requirements	Status
Rescue 36	2016	Dodge/Rosenbauer Rescue	Four wheel drive no tank, no fire pump or hose.	Utilized for medical aids, vehicle accidents, rescues and incident support	One qualified operator/driver	In Service
Engine 36	1982	GMC Paeletti Fire Engine	Two wheel drive, 1000 gallons per minute pump, 750-gallon tank.	Designed for municipal firefighting	Two qualified operators	Currently out of service. Pending removal from the fleet by auction.
Brush 37	1991	International/BLM Wildland Fire Engine	Four wheel drive, 500 gallons per minute pum, 500-gallon tank.	Designed for wildland firefighting	Two qualified operators	Currently in for repairs (Council approved)
Engine 37	2000	KME Fire Engine	Two wheel dirve, 1500 gallon minute pump, 750 gallon tank.	Deisigned for municipal firefighting	Two qualified operators	In Service

The average life expectancy of a frontline fire engine is 10 to 15 years for a paid department before becoming a reserve engine and could be up to 20 years' frontline service for a volunteer department before becoming a reserve. Once an engine becomes a reserve its life expectancy is 5 to 10 years based on its mechanical state. Of our 3 fire engines, all are at or have exceeded the 20-year mark for frontline service and two are exceeding the 10-year mark for reserves.

The Fire Department and City staff identified a Tactical Water Tender as a potential valuable piece of equipment for the City and it was added to the capital budget projections in the annual FY2020-2021 budget process to be reviewed at the annual mid-year review.

Fire safety is of utmost importance to the City. The City of Colfax currently maintains an ISO rating of 4/4X, partly through its current apparatus fleet.

There are many things to consider in determining the appropriate apparatus for our City Fire Department, including but not limited to:

1. Long term strategy of the Colfax Volunteer Fire Department as “First Responder” or “Support Responder” department.
2. Identification of redundant and obsolete apparatus
3. Review of current equipment usage and volunteer response
4. Development of long term equipment replacement plan
5. Evaluate new versus used or refurbished equipment
6. Financial implications – Short term and long term.
7. Evaluation and prioritization of all Fire Department and other City department capital needs and requirements
8. Review of funding and grant opportunities.

Fiscal Impacts

The City currently has the following funds available (reserved) for fire capital:

Fund	Description	Balance
292	Fire Capital - Strike Team	\$ 90,263
343	Fire Capital - Construction Tax	\$ 50,345
	Total Balance @ 09/30/20	\$ 140,608

In addition to apparatus, the Fire Department has other capital needs. The Chart below reflects what was provided during the budget process for fiscal years 2020-2021 and 2021-2022. (Costs are estimates and may need to be updated) Obviously we have not accumulated enough funding to date for all of the purchases, and if approved will have to rely on grants and/or General Fund expenditures. General Fund expenditures will need to be evaluated in sync with other City capital expenditures. Our mid-year budget review should help to understand the status of our General Fund and any anticipated impacts due to the COVID-19 pandemic.

City of Colfax Capital Expenditures - Fire Department Proposed Budget for Fiscal Year 2020-2021 and 2021-2022		FY2020-2021 Capital Outlay	FY2021-2022 Capital Outlay	Total Project Cost	Funding Notes
Fund	Description				
General Fund	Roof Replacement - Fire Station 36	\$ -	\$ 80,000	\$ 80,000	Unknown structural improvements. Review possible USDA funding and fire impact fees
100-200/292	Wildland Fire Equipment (VFA Grant)	\$ 3,000		\$ 3,000	50% Grant - *Update Dec 2020 - Not expected this year
100-200/292	Structure Protective Clothing	\$ 20,000		\$ 20,000	*Update Dec 2020 - May not be required
100-200/292	SCBA's		\$ 50,000	\$ 50,000	
100-200/292	Water Tender	\$ 350,000		\$ 350,000	Will require financing - to be reviewed at Mid Year Budget. *Update Dec 2020 - Cost estimates need to be

Staff has initiated conversations with USDA regarding available loans and grant funding for Fire Department vehicles and facility improvements.

Current interest rates on loans are 2.125% (best rate until 12/31/2020). Vehicle loans are available up to 20 years or the life of the equipment. Facility improvements are available up to 40 years.

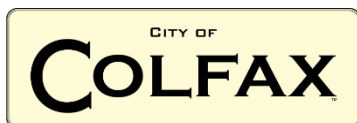
USDA grant funding may be available and the amount available per project (percentage of purchase) is based on the community income levels. The current community income rating being used by USDA for the City of Colfax qualifies the City to be eligible for up to 15% of project cost (% is not guaranteed). The data used by

USDA is dated and could be updated if the City conducted an income survey (at City expense) – and could go up to as high as 55% of cost. The USDA representative indicated that most grants are in the \$30,000 - \$50,000 range. All grant funding is dependent on USDA annual budget and it is not anticipated before January 2021. Staff intends to pursue the cost of a City wide income survey for consideration as it may benefit the City in other funding opportunities also.

Recommendation

Staff recommends that decisions to be made regarding capital purchases should address all of the considerations listed above so that we have a complete review and basis for making critical decisions. In addition, Council has previously requested staff to review options of merging fire services with Placer County. Discussions have been initiated in this regard and need to be incorporated in to our overall strategy.

Staff will continue with developing apparatus reviews/plans and pursuing financial assistance. We expected to have updates and recommendations for Council early in 2021.



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Jaclyn Collier, City Clerk
Subject: Results of the November 3, 2020 Election of Colfax City Council Members and Treasurer

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt Resolution __-2020 declaring results of the General Municipal Election held on November 3, 2020.

Summary/Background

A General Municipal Election was held on November 3, 2020. That election was consolidated with the statewide General Election as allowed by law.

In Colfax, 1,250 votes were cast to fill two City Council seats with four-year terms. Three candidates ran to fill the two open seats. The City Treasurer ran unopposed and received 713 votes to fill the four-year term.

The results of the official canvass of the votes that was certified on December 1, 2020 are:

Candidate for City Council Member (4-year term)	Number of Votes	Percent of Votes Cast
Marnie Mendoza	451	36.08%
David Ackerman	408	32.64%
Kim A. Douglass	391	31.28%

Zero (0) votes were cast for write-in candidates.

Candidate for City Treasurer (4-year term)	Number of Votes	Percent of Votes Cast
Timothy D. Ryan	713	100.00%

Zero (0) votes were cast for write-in candidates.

The official canvass of the votes establishes that Marnie Mendoza and David Ackerman were duly elected to the office of Member of the Colfax City Council; Timothy D. Ryan was duly elected to the office of City Treasurer. The official canvass of the votes was timely submitted as required by law.

California law requires the City Council to adopt a resolution declaring the fact of the election, the total votes cast, the names of the persons voted for, the office for which each person was voted for and the number of votes given to each person. See Elections Code Section 10263. The resolution must be adopted before the new Council Members are administered the Oath of Office. The attached resolution meets all legal requirements.

Since this was a consolidated election, the City Council is required to declare the results of the election no later than its first regular meeting after the official canvass of election returns. December 9, 2020 is the first regular Colfax City Council meeting after the official canvass and is the appropriate time to adopt the proposed resolution.

Attachments:

1. Resolution __-2020

City of Colfax

City Council

Resolution No. __-2020

DECLARING RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020.

WHEREAS, a General Municipal Election was held in the City of Colfax on Tuesday, November 3, 2020 as required by law; and,

WHEREAS, notice of said election was duly and regularly given, voting precincts were properly established and furnished, and in all respects said election was held and conducted and the votes cast thereat received and canvassed and the returns thereto made, determined and declared in time, form and manner as required by the laws of the State of California providing for and regulating municipal elections in general law cities; and,

WHEREAS, the City Council has received the canvass of the County Clerk certifying the results of said election and finds that the number of votes cast, the names of the persons voted for and other matters required by law, to be as hereinafter stated.

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

1. A General Municipal Election was held and conducted in the City of Colfax on Tuesday, the 3rd day of November 2020 in time, form and manner as required by law with the following results.
2. There was 1 voting precinct established in the City of Colfax for the purpose of holding said election.
3. The total number of votes cast in the City of Colfax at said election was 1,250 for members of the City Council, and 713 votes for the office of City Treasurer
4. The names of the persons receiving votes, the offices for which they received votes and the number of votes received by each of said persons are as follows:

Candidate	Office Sought	Number of Votes
Marnie Mendoza	City Council Member	451
David Ackerman	City Council Member	408
Kim A. Douglass	City Council Member	391
Write-in	City Council Member	0
Timothy D. Ryan	City Treasurer	713
Write-in	City Treasurer	0

5. At the General Municipal Election held in the City of Colfax on November 3, 2020, Marnie Mendoza and David Ackerman were duly elected to the office of City Council Member for the full term of four (4) years from and after November 3, 2020 and until their successors are elected and qualified, as determined by a majority of the votes cast.

6. At the General Municipal election held in the City of Colfax on November 3, 2020, Timothy D. Ryan was duly elected to the office of City Treasurer for the full term of four (4) years from and after November 3, 2020 and until a successor is elected and qualified, as determined by a majority of the votes cast.

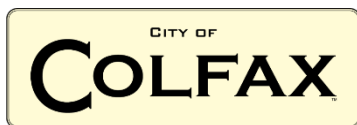
THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 9th of December, 2020 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Jaclyn Collier, City Clerk
Subject: Oath of Office and Seating of New Council Members and Treasurer

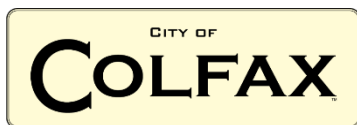
Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Recognition of retiring Council Members and Oath of Office of newly elected Council Members and Treasurer for the term beginning December 9, 2020 through the first City Council meeting after the Certification of the November 2024 election.

Summary/Background

Newly elected City Council Members and the City Treasurer will take their Oath of Office and accept their position.



Staff Report to City Council

FOR THE DECEMBER 9, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Jaclyn Collier, City Clerk
Subject: Rotation of City Council Officers: Mayor and Mayor Pro Tem

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: By Separate motions, select a Mayor and Mayor Pro Tem.

Summary/Background

The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs. The rotation is typically accomplished by nominations to fill both seats and motions approving the nominations.

Government Code §36801 provides “The City Council shall meet at the meeting at which the declaration of election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as Mayor and one of its number as Mayor Pro Tem.” Section 36801 requires selection of a Mayor and Mayor Pro Tem but it does not dictate how the Mayor and Mayor Pro Tem are selected.

On October 23, 2019, the Council adopted the following policy regarding the selection of Mayor and Mayor Pro Tem:

The Council’s general policy is that every member should have the opportunity to rotate into and serve as Mayor Pro Tem and Mayor for succeeding one-year terms in each position. The Council reserves discretion to vary from this policy and the procedures it establishes.

1. The Council will choose one of its members as Mayor and one of its members as Mayor Pro Tem as follows:
 - A. At the first regular Council meeting in December of each year during which there is no general election, the Council shall, by majority vote of a quorum present and voting, select its Mayor and Mayor Pro Tem for the ensuing calendar year.
 - B. In years during which there is an election of members of the Council, the selection shall be made following the declaration of the election results and installation of the members elected. That selection will be made at the first regular Council meeting in December provided, however, that if for any reason the declaration of election results is delayed beyond the first meeting in December, then the selection of Mayor and Mayor Pro Tem shall be made at the meeting at which the declaration of election results is made, and after the declaration and installation of the members elected.
2. This is the process the Council will follow each time a Mayor and Mayor Pro Tem is selected:
 - A. The Mayor Pro Tem shall be seated as Mayor.
 - B. The Council shall by majority vote of a quorum present and voting select one of its members to serve as Mayor Pro Tem.

- C. Council members who have served as Mayor Pro Tem or Mayor since their most recent election or appointment to the Council shall serve as Mayor Pro Tem after Council Members who have not served in either position
- D. The public shall be invited to comment on the selection of Mayor and Mayor Pro Tem before a vote of the Council on either office is taken.

If the Council follows this most recent adopted policy, then Mayor Pro Tem Lomen will assume the role of Mayor and another member of the City Council will be seated as Mayor Pro Tem. The policy preserves the Council's discretion to vary from the established rotation.

There is no legally defined process by which Council members are nominated for the office of Mayor or Mayor Pro Tem. Robert's Rules of Order does not require nominations to be seconded, but Colfax has never formally adopted Robert's Rules as its parliamentary procedure. The custom in Colfax is for nominations to be made and seconded. Once all nominations are made, those for which a second has also been made are voted on. The first nominee to receive the required number of votes is then seated.

The Council policy requires a majority vote of a quorum present and voting to select its Mayor and Mayor Pro Tem. If four or five Council members are present and voting, three affirmative votes are required to make the selection. If three Council members are present and voting, two affirmative votes are required to make the selection.

Selection of Mayor and Mayor Pro Tem is uniquely a function of the Council. The Council establishes City Policy which staff is bound to implement. It is not appropriate for staff to become involved in the Council's selection of its officers except to provide factual information for Council's consideration.