



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR WILL STOCKWIN • MAYOR PRO TEM MARNIE MENDOZA
COUNCILMEMBERS • STEVE HARVEY • KIM DOUGLASS

REGULAR MEETING AGENDA

April 25, 2018

Regular Session 7:00 PM

1. CALL TO ORDER

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

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

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

2. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

- 2A. **Minutes – Regular meeting April 11, 2018**
Recommendation: Approve the Minutes of the Regular Meeting of April 11, 2018.
- 2B. **Cash Summary Report – March 2018**
Recommendation: Accept and file.
- 2C. **Sales and Use Taxes**
Recommendation: For information only
- 2D. **Quarterly Investment Report**
Recommendation: Receive and file.
- 2E. **Maidu Village Development Proposal CEQA Document Preparation – Contract for Professional Services**
Recommendation: Adopt Resolution 28-2018 authorizing the City Manager to execute an agreement with The RCH Group for the Maidu Village Development Project CEQA Analysis in an amount not to exceed \$39,100.

3. PUBLIC COMMENT

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



4. COUNCIL, STAFF AND OTHER REPORTS

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of 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.

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

5. COUNCIL BUSINESS

5A. Pond 1 Levee Project, Award of Contract

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Discuss and consider adopting Resolution 29-2018

1. Authorizing the City Manager to execute a contract with Diamond D General Engineering, Inc. for construction of the Wastewater Treatment Plant Pond 1 Levee Project in the amount of \$168,988 with a contingency of up to \$16,899; and,
2. Authorizing the City Manager to engage Coastland Engineering to perform construction management and inspection of the project in an amount not to exceed \$21,000. Rising Sun Road Pavement Resurfacing Project, Design and Bid Approval.

5B. 2018 ADA Improvements Project, Design Approval and Bid Authorization

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Discuss and consider adopting Resolution 30-2018 approving the design for the City of Colfax 2018 ADA Improvements Project and authorizing the City Manager to advertise for construction bids.

5C. USDA – Rural Development Community Facilities Grant

Staff Presentation: Laurie Van Groningen, Finance Director

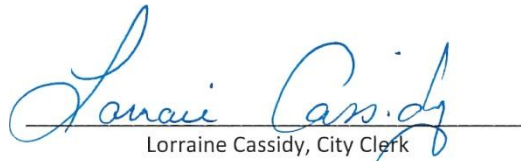
Recommendation: Adopt Resolution 31-2018 accepting the United States Department of Agriculture (USDA) – Rural Development Community Facilities Grant for purchase of new City Rescue Vehicle and Wildland Fire Protection Equipment.

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

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

7. ADJOURNMENT

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


Lorraine Cassidy, City Clerk

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





City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, April 11, 2018
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. **Call to Order**

Mayor Stockwin called the meeting to order at 7:00PM.

1B. **Pledge of Allegiance**

Richard Miller, area resident, led the Pledge of Allegiance.

1C. **Roll Call**

Council members present: Douglass, Harvey, Mendoza, Stockwin

1D. **Approval of Agenda Order**

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved the agenda order.

AYES: Douglass, Harvey, Mendoza, Stockwin

2 PRESENTATIONS

2A. **Placer Mosquito and Vector Control Awareness Week**

Joel Buettner, General Manager of Placer County Mosquito and Vector Control District (PCMVCD)

Mr. Buettner introduced the activities and challenges of the PCMVCD through a PowerPoint presentation, including statistics relating to diseases carried by mosquitoes such as West Nile Virus. He emphasized the importance of reporting dead birds or unusual mosquito activity so the district can track and prevent the spread of West Nile Virus and other diseases. Mr. Buettner also gave a brief description of technological solutions the district is implementing to streamline and improve the effectiveness of their efforts to monitor and control nuisance species.

Council and the public asked for and received clarification on some of the details.

On a motion by Councilmember Harvey and a second by Mayor Pro Tem Mendoza, the City Council adopted Resolution 20-2018 recognizing West Nile Virus and Mosquito and Vector Control Awareness Week 2018.

2B. **Proclaim April 2018 as Child Abuse Prevention Month**

Barbara Besana, Executive Director of Kids First

Mayor Stockwin informed Council Ms. Besana was not able to attend the meeting to give her presentation.

On a motion by Mayor Pro Tem Mendoza and a second by Councilmember Harvey, the City Council adopted Resolution 21-2018 declaring April 2018 as Child Abuse Prevention Awareness Month in the City of Colfax.

3 CONSENT CALENDAR

3A. **Minutes - Regular Meeting March 28, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of March 28, 2018.

3B. **Vacant Land Purchase of APN #006-066-028 a portion of the area on Main Street known as “Lot of Arts”.**

Recommendation: Adopt Resolution 22-2018 authorizing the City Manager to enter into a Vacant Land Purchase Agreement on behalf of the City to purchase APN #006-066-028, a portion of the area on Main Street known as “Lot of Arts”, from Scott Miles for \$45,000.

3C. **Cannabis Background Check Authorization**

Recommendation: Adopt Resolution 23-2018 approving an application for authorization to access State and Federal level Summary Criminal History Information for employment, volunteers and contractors, licensing or certification purposes.

3D. **Project List for Road Repair – SB 1 Funding**

Recommendation: Adopt Resolution 24-2018 adopting a list of potential projects to be funded in full or in part by SB 1: The Road Repair and Accountability Act ensuring eligibility for State of California Road Maintenance and Rehabilitation Account (RMRA) revenues.

3E. **Agreement for Information Technology Services and Website Design**

Recommendation: Adopt Resolution 25-2018 authorizing the City Manager to enter into a professional services agreement with Vision Quest Information Solutions Inc. for a one year term with an option to evaluate service levels for years two and three.

3F. **Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls**

Recommendation: For information only.

On a motion by Councilmember Harvey, seconded by Councilmember Douglass, the City Council approved the Consent Calendar.

AYES: Douglass, Harvey, Mendoza, Stockwin

4 **PUBLIC COMMENT**

Travis Berry, 46 Quinns Lane

- Mr. Berry asked Council to reconsider their choice of the City Manager. He stated Council should think of other options which he feels would lower sewer rates, lower problems and improve the ability to get things done.
- He stated Council fired him and that had cost the City \$80,000 and hadn't worked out well for the City. He indicated that hiring the City Manager and firing Mr. Berry demonstrated Council's inability to make good decisions.

Laura Crenshaw, 333 W. Oak Street

- Ms. Crenshaw, representing the Placer County Office of Education, invited Council to participate in the “KidsDay” event which will be held at Colfax Elementary School on April 27th from 9am to 10:30am. She handed out flyers for the event.

Karen Furry, Area resident

- Ms. Furry requested Council change the City ordinance to allow those who live on the perimeter of the City to vote and run for City Council. It is frustrating that local residents, especially those connected to the City sewer system, have no vote or voice in decisions pertaining to them.

City Attorney Cabral explained California State Law controls who can vote and run for office in a local jurisdiction and voting privileges can't be changed at a local level.

5 **COUNCIL, STAFF, AND OTHER REPORTS**

5A. **Committee Reports and Colfax Informational Items – All Councilmembers**

Councilmember Harvey

- Councilmember Harvey represented Colfax on the Placer County Transportation Planning Agency. They discussed transit plans regarding how many buses are needed in Colfax. The Agency has a new Executive Director, Michael Lufkin.

City Manager Heathcock mentioned that Colfax currently has 1.9 riders/hour on the bus system, but 5 riders would be needed for the service to be sustainable.

Councilmember Douglass

- Councilmember Douglass represented the City at the Sacramento Area Council of Governments board meeting, the Project Go board meeting and the Pioneer Energy board meeting.
- He mentioned Pioneer Energy is closely monitoring legislation at the state level which could impact how local governments, including Colfax, conduct business through Joint Power Authorities.
- Councilmember Douglass and volunteers conducted the second phase of the Community Development Block Grant (CDBG) survey to allow Colfax to move forward with using the block grant funds for the Culver Street repaving project.

Council discussed the need to contact State lawmakers with the City's opposition to legislation intended to remove local control of decisions. Mayor Stockwin will work with staff to draft letters of opposition.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza is developing plans to install plaques recognizing 2 historic buildings in town.
- Bus Tours of historic sites related to Chinese workers on the railroad are stopping at Cape Horn as part of a program she has been working on for several years.
- Mayor Pro Tem Mendoza attended the roundabout public meeting.
- She informed staff of a need to provide ADA accommodations for a deaf constituent who would like to attend City Council meetings.
- She mentioned a constituent who let her know that train noises affect his sleep.

Mayor Stockwin

- Mayor Stockwin was pleased with the good turnout for the roundabout meeting.
- He attended a meeting of the Canyon Keepers for a presentation by the Placer County Parks Department. They are proposing a trail from Donner to Auburn and this might be a good opportunity to have a spur trail into Colfax.
- Mayor Stockwin gave a rain report: With 4.5 inches thus far in April; the season stands 46.7 inches for the season.

5B. **City Operations – City Staff**

City Manager Heathcock

- City Manager Heathcock informed Council the United States Department of Agriculture (USDA) has offered a \$30,000 grant to Colfax to subsidize the fund for the Volunteer Fire Department Rescue Vehicle which was purchased last year. Acceptance of the Grant will be on the next agenda. USDA would like to continue to work with the City for other needs.

- Staff has petitioned the State Water Board for adjustment to the Wastewater Treatment Plant loan. Supervisor Montgomery has offered to write a letter in support of the request.

Mayor Stockwin heard “out of order” comments from the public and opted to allow statements. Travis Berry, 46 Quinns Lane, stated the rescue vehicle purchase price was \$180,000 and this extra \$30,000 grant increases the City’s expenditures.

5C. **Additional Reports – Agency Partners**

Sergeant Ty Conners, Placer County Sheriff Office Colfax Substation Commander

- Sergeant Conners recommended everyone attend the Vanderschoot fundraiser in Auburn on April 21st and the May 7th Peace Officer Memorial Service in Sacramento.
- He reminded everyone to be safe around rivers during the spring thaw.
- Sergeant Conners stated the County has prepared the contract for Sheriff services. He suggested the Emergency Services Contract Renewal Committee join him at the Auburn station for a discussion and tour. The committee will meet soon.

Chief Brian Eagan, Colfax Fire Department Battalion Chief

- Chief Eagan informed Council the mastication of the landfill and the Wastewater Treatment Plant is scheduled for May 16th.

Council and staff discussed the mastication process. This is part of a larger project including private landowners. When the process is completed the land will provide a shaded fuel brake and will result in beautiful woodland.

Frank Klein, President of Colfax Area Chamber of Commerce

- Mr. Klein invited everyone to the first Chamber Mixer of the year to be held at Lumenaris on April 17th from 5:30pm-7:30pm.

Sharon Conners and Foxey McCleary, Sierra Vista Community Center

- Ms. McCleary and Ms. Conners updated Council on the Sierra Vista Community Center event schedule for the spring season.

Fred Abbott, Event Liaison

- Mr. Abbott gave an update on the plans for Railroad Days, including model train and photography exhibits.

6 **COUNCIL BUSINESS**

6A. **Amendment to Engineering Design Services Contract for S. Auburn Street and I-80 Roundabout Project**

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Adopt Resolution 26-2018 authorizing the City Manager to execute Amendment No. 1 to the Consultant Services Agreement between the City of Colfax and Omni-Means, A GHD Company, for the S. Auburn Street and I-80 Roundabout Project.

City Engineer Schilling explained the City contracted with Omni-Means for the design and coordination of the S. Auburn Street and I-80 Roundabout Project. Caltrans requested two extra environmental studies. In addition, the City and Placer County Water Agency (PCWA) determined the PCWA waterline should be moved as part of the project. PCWA has agreed to reimburse the City for the design of moving the waterline. Staff is requesting Council adopt this resolution to amend the Omni-Means contract to include the environmental studies and the design of the waterline.

City Manager Heathcock stated PCWA will reimburse the City \$5,200. Even with the amendment, the total cost of the contract is below the Engineer's estimate.

There was no public comment.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 26-2018 by the following unanimous roll call vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

6B. Access Easement to 29 & 45 East Grass Valley Street (Ann Wendell)

Staff Presentation: Alfred A. "Mick" Cabral, City Attorney

Recommendation: Discuss and consider adopting Resolution 27-2018 authorizing the City Manager to execute and deliver a grant of nonexclusive access easement to Ann Wendell.

City Attorney Cabral stated this is a simple agreement formalizing an access to the properties owned by Ms. Wendell. Ms. Wendell originally offered to purchase the land between Grass Valley Street and her properties, but the City was not inclined to sell the property. Instead the City is willing to offer a non-exclusive easement. This will allow Ms. Wendell's tenants to enter the properties while maintaining City control of the land.

City Manager Heathcock noted the tenants currently use the land without the benefit of the easement.

There was no comment from Council or the public.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 27-2018 by the following unanimous roll call vote:

Ayes: Douglass, Harvey, Mendoza, Stockwin

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

Councilmember Douglass, in light of the earlier request during public comment, suggested the City form an at-large advisory committee to allow input from local non-resident citizens.

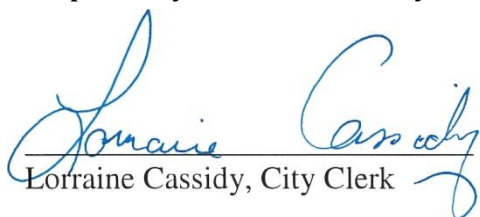
Mayor Pro Tem Mendoza suggested Council invite the Colfax Elementary student recipients of the "Hard Work Café Awards" to a Council meeting to receive their awards.

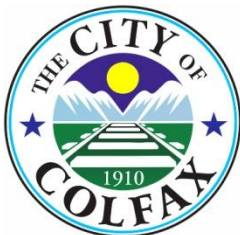
Councilmember Stockwin inquired if the City incurs liability for train accidents by having a Quiet Zone. City Attorney Cabral said the obligation for safety belongs entirely with Union Pacific.

8 ADJOURNMENT

As there was no further business, Mayor Stockwin adjourned the meeting at 8:21pm.

Respectfully submitted to City Council this 11th day of April, 2018


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 25, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: April 11, 2018
SUBJECT: Cash Summary Report: March 2018

| <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> | FUNDED | <input type="checkbox"/> | UN-FUNDED | AMOUNT: | FROM FUND: |
|-------------------------------------|-----|--------------------------|--------|--------------------------|-----------|---------|------------|
|-------------------------------------|-----|--------------------------|--------|--------------------------|-----------|---------|------------|

RECOMMENDED ACTION: Accept and file.

BACKGROUND AND ANALYSIS:

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

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in March 2018. Monthly highlights include:

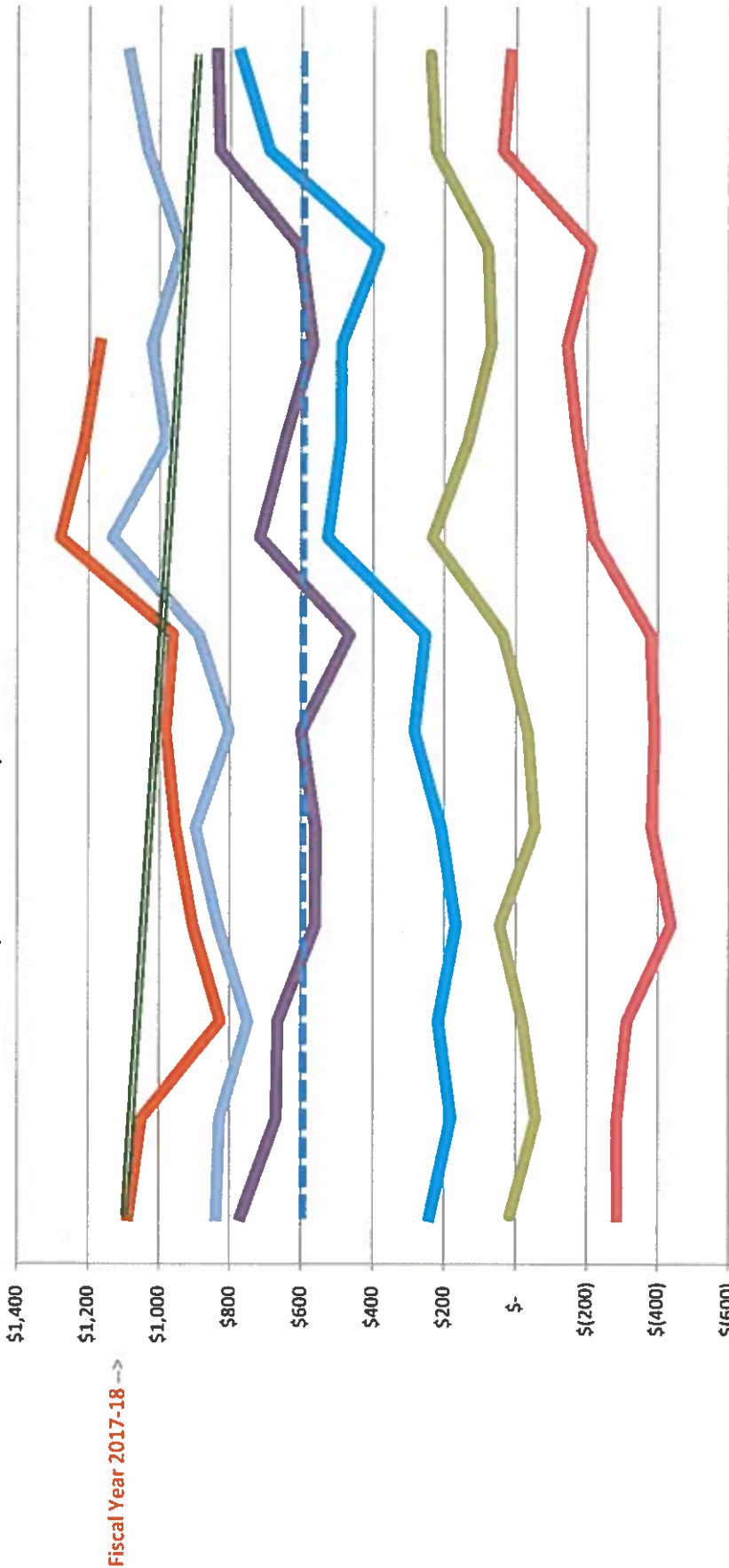
- Negative cash fund balances in Special Revenues and Capital project funds are due to timing of funding allocations and reimbursements.
 - Fund 250 - Streets& Roads – The first allocation from PCTPA for FY2017-2018 funding was received in February. The balance of PCTPA funding and transfer of internal General Funds as budgeted will finalize in June.
 - Fund 355 and 385 – Initial project costs to be reimbursed with project funding.
- Major Expenses for March included:
 - Quarterly payment for Sheriff contract
- Major Revenues for February included:
 - Monthly estimated sales tax revenues

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 - March 2018 General Fund Reserved Cash Analysis

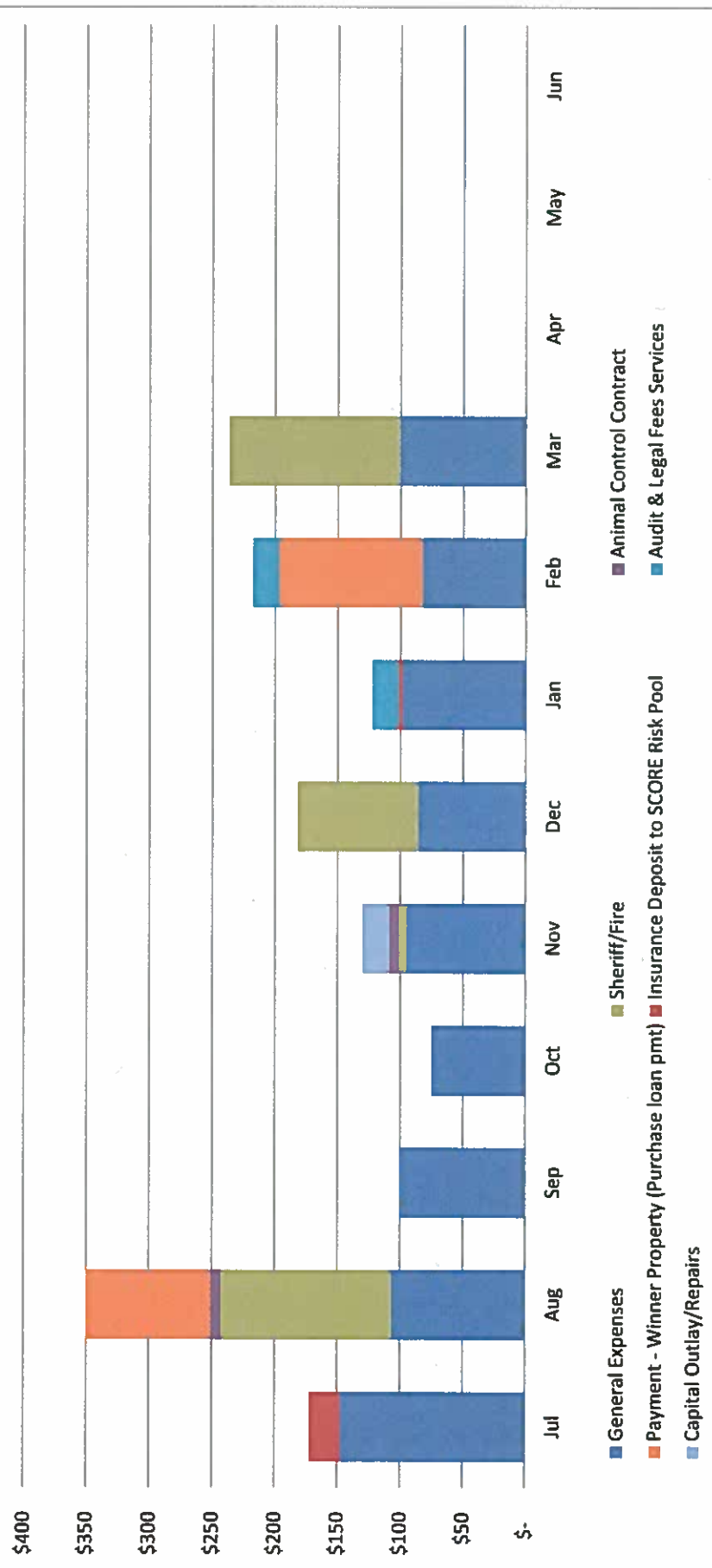
(Dollars in Thousands)



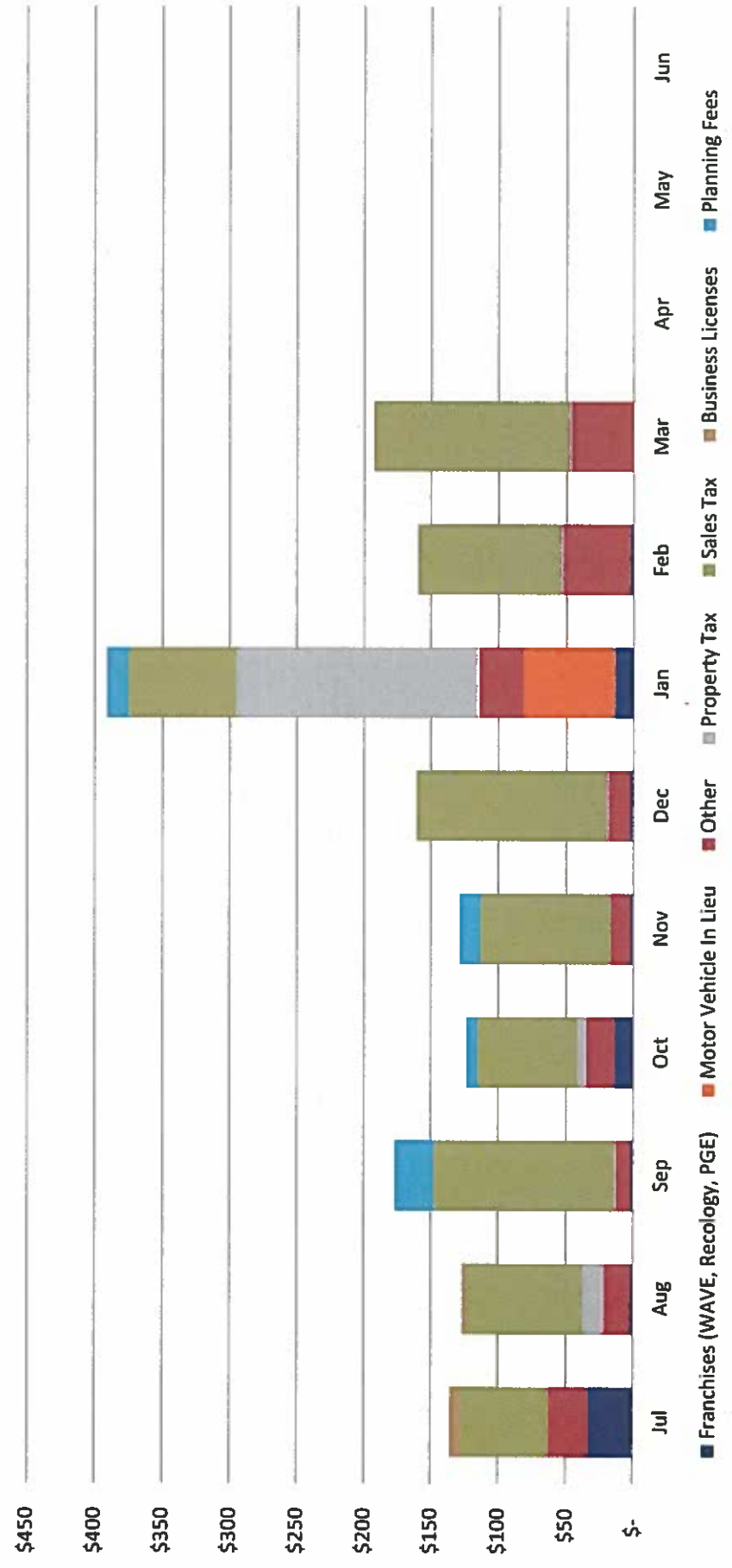
| | Prev Yr | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
|----------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-------|
| Cash Balance FY2017-18 | \$1,086 | \$1,050 | \$828 | \$905 | \$954 | \$983 | \$962 | \$1,280 | \$1,212 | \$1,168 | | | |
| Cash Balance FY2016-17 | \$838 | \$829 | \$750 | \$835 | \$897 | \$802 | \$889 | \$1,133 | \$981 | \$1,022 | \$938 | \$1,034 | 1086 |
| Cash Balance FY2015-16 | \$768 | \$670 | \$666 | \$562 | \$561 | \$601 | \$466 | \$717 | \$647 | \$569 | \$605 | \$831 | 838 |
| Cash Balance FY2014-15 | \$240 | \$181 | \$217 | \$167 | \$209 | \$284 | \$253 | \$528 | \$491 | \$489 | \$385 | \$691 | 773 |
| Cash Balance FY2013-14 | \$15 | \$(57) | \$(20) | \$45 | \$(55) | \$(34) | \$36 | \$233 | \$134 | \$69 | \$79 | \$225 | 240 |
| Cash Balance FY2012-13 | \$(287) | \$(286) | \$(314) | \$(438) | \$(383) | \$(391) | \$(380) | \$(221) | \$(173) | \$(144) | \$(212) | \$37 | 15 |
| * Reserves (Ops, Cap, Pen) | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 | \$595 |
| Budget FY2017-18 | \$1,096 | \$1,079 | \$1,062 | \$1,045 | \$1,028 | \$1,011 | \$994 | \$977 | \$960 | \$943 | \$926 | \$909 | \$892 |

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

City of Colfax - March 2018 General Fund Reserved Cash - Expenses by Month (Dollars in Thousands)



City of Colfax - March 2018 General Fund Reserved Cash - Revenues by Month (Dollars in Thousands)



**City of Colfax
Cash Summary
March 31, 2018**

| | Balance 02/28/2018 | Revenues In | Expenses Out | Transfers | Balance 03/31/2018 |
|-----------------------------|------------------------|----------------------|------------------------|-------------|------------------------|
| US Bank | \$ 440,456.87 | \$ 439,704.17 | \$ (545,261.72) | \$ - | \$ 334,899.32 |
| LAIF | \$ 3,825,771.75 | \$ - | \$ - | \$ - | \$ 3,825,771.75 |
| Total Cash - General Ledger | <u>\$ 4,266,228.62</u> | <u>\$ 439,704.17</u> | <u>\$ (545,261.72)</u> | <u>\$ -</u> | <u>\$ 4,160,671.07</u> |
| Petty Cash (In Safe) | \$ 300.00 | | | | \$ 300.00 |
| Total Cash | <u>\$ 4,266,528.62</u> | <u>\$ 439,704.17</u> | <u>\$ (545,261.72)</u> | <u>\$ -</u> | <u>\$ 4,160,971.07</u> |

Change in Cash Account Balance - Total \$ (105,557.55)

Attached Reports:

| | |
|--|---------------------------|
| 1. Cash Transactions Report (By Individual Fund) | |
| 2. Check Register Report (Accounts Payable) | \$ (395,242.69) |
| 3. Cash Receipts - Daily Cash Summary Report | \$ 208,792.64 |
| Payroll Checks and Tax Deposits | \$ (61,216.08) |
| Utility Billings - Receipts | \$ 142,549.12 |
| Service Charge/Adj/Voids | \$ (440.54) |
| | \$ - |
| | <u>\$ (105,557.55)</u> \$ |

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

Reviewed by: Wes Heathcock
Wes Heathcock, City Manager

City of Colfax

Cash Transactions Report - March 2018

| | Beginning Balance | Debit Revenues | Credit (Expenditures) | Ending Balance |
|---|------------------------|----------------------|--------------------------|------------------------|
| Fund Type: 1.11 - General Fund - Unassigned | | | | |
| Fund: 100 - General Fund | \$ 1,322,828.86 | \$ 170,195.30 | \$ (210,139.74) | \$ 1,282,884.42 |
| Fund: 120 - Land Development Fees | \$ 35,007.31 | \$ 23,060.00 | \$ (27,125.00) | \$ 30,942.31 |
| Fund: 570 - Garbage Fund | \$ (145,717.03) | \$ - | \$ - | \$ (145,717.03) |
| Fund Type: 1.11 - General Fund - Unassigned | \$ 1,212,119.14 | \$ 193,255.30 | \$ (237,264.74) | \$ 1,168,109.70 |
| Fund Type: 1.14 - General Fund - Restricted | | | | |
| Fund: 571 - AB939 Landfill Diversion | \$ 28,117.26 | \$ - | \$ - | \$ 28,117.26 |
| Fund: 572 - Landfill Post Closure Maintenance | \$ 780,772.22 | \$ - | \$ (3,075.21) | \$ 777,697.01 |
| Fund Type: 1.14 - General Fund - Restricted | \$ 808,889.48 | \$ - | \$ (3,075.21) | \$ 805,814.27 |
| Fund Type: 1.24 - Special Rev Funds - Restricted | | | | |
| Fund: 210 - Mitigation Fees - Roads | \$ 24,041.37 | \$ - | \$ - | \$ 24,041.37 |
| Fund: 211 - Mitigation Fees - Drainage | \$ 3,087.79 | \$ - | \$ - | \$ 3,087.79 |
| Fund: 212 - Mitigation Fees - Trails | \$ 43,258.60 | \$ - | \$ - | \$ 43,258.60 |
| Fund: 213 - Mitigation Fees - Parks/Rec | \$ 82,137.43 | \$ - | \$ (14,274.29) | \$ 67,863.14 |
| Fund: 214 - Mitigation Fees - City Bldgs | \$ - | \$ - | \$ - | \$ - |
| Fund: 215 - Mitigation Fees - Vehicles | \$ - | \$ - | \$ - | \$ - |
| Fund: 217 - Mitigation Fees - DT Parking | \$ 24,663.87 | \$ - | \$ - | \$ 24,663.87 |
| Fund: 218 - Support Law Enforcement | \$ 16,987.41 | \$ 16,196.69 | \$ (25,000.00) | \$ 8,184.10 |
| Fund: 244 - CDBG Program Inc - ME Lending | \$ 212,470.61 | \$ 1,000.00 | \$ - | \$ 213,470.61 |
| Fund: 250 - Streets - Roads/Transportation | \$ (131,549.82) | \$ - | \$ (10,209.11) | \$ (141,758.93) |
| Fund: 253 - Gas Taxes | \$ 20,946.50 | \$ 7,932.82 | \$ (1,417.26) | \$ 27,462.06 |
| Fund: 270 - Beverage Container Recycling | \$ 18,059.39 | \$ - | \$ - | \$ 18,059.39 |
| Fund: 280 - Oil Recycling | \$ 3,562.45 | \$ - | \$ - | \$ 3,562.45 |
| Fund: 292 - Fire Department Capital Funds | \$ 19,081.59 | \$ - | \$ - | \$ 19,081.59 |
| Fund: 342 - Fire Construction - Mitigation | \$ 2,459.48 | \$ - | \$ - | \$ 2,459.48 |
| Fund: 343 - Recreation Construction | \$ 2,459.94 | \$ - | \$ - | \$ 2,459.94 |
| Fund Type: 1.24 - Special Rev Funds - Restrict | \$ 341,666.61 | \$ 25,129.51 | \$ (50,900.66) | \$ 315,895.46 |
| Fund Type: 1.34 - Capital Projects - Restricted | | | | |
| Fund: 300 - Capital Projects - General | \$ 5,038.16 | \$ 14,274.29 | \$ (19,312.45) | \$ - |
| Fund: 351 - Rising Sun Project | \$ 75,091.91 | \$ - | \$ (7,557.50) | \$ 67,534.41 |
| Fund: 355 - CDBG Pavement - Culver | \$ (236.36) | \$ - | \$ (805.00) | \$ (1,041.36) |
| Fund: 370 - North Main Street Bike Route | \$ 9,639.61 | \$ - | \$ (9,639.61) | \$ 0.00 |
| Fund: 385 - Roundabout | \$ (63,499.02) | \$ - | \$ (66,626.90) | \$ (130,125.92) |
| Fund Type: 1.34 - Capital Projects - Restricted | \$ 26,034.30 | \$ 14,274.29 | \$ (103,941.46) | \$ (63,632.87) |
| Fund Type: 2.11 - Enterprise Funds - Unassigned | | | | |
| Fund: 560 - Sewer | \$ 664,627.13 | \$ 89,500.06 | \$ (75,261.73) | \$ 678,865.46 |
| Fund: 561 - Sewer Liftstations | \$ 342,454.04 | \$ 14,602.40 | \$ (13,601.84) | \$ 343,454.60 |
| Fund: 563 - Wastewater Treatment Plant | \$ 333,262.34 | \$ 40,172.50 | \$ - | \$ 373,434.84 |
| Fund: 564 - Sewer Connections | \$ 41,080.00 | \$ - | \$ - | \$ 41,080.00 |
| Fund: 565 - General Obligation Bond 1978 | \$ 2,247.76 | \$ - | \$ - | \$ 2,247.76 |
| Fund: 567 - Inflow & Infiltration | \$ 493,617.06 | \$ 1,400.19 | \$ - | \$ 495,017.25 |
| Fund Type: 2.11 - Enterprise Funds - Unassign | \$ 1,877,288.33 | \$ 145,675.15 | \$ (88,863.57) | \$ 1,934,099.91 |
| Fund Type: 9.0 - CLEARING ACCOUNT | | | | |
| Fund: 998 - PAYROLL CLEARING FUND | \$ 230.76 | \$ 61,369.92 | \$ (61,216.08) | \$ 384.60 |
| Fund Type: 9.0 - CLEARING ACCOUNT | \$ 230.76 | \$ 61,369.92 | \$ (61,216.08) | \$ 384.60 |
| Grand Totals: | \$ 4,266,228.62 | \$ 439,704.17 | \$ (545,261.72) | \$ 4,160,671.07 |

Check Register Report

ITEM 2B

Checks Processed March 2018

Date: 04/09/2018
 Time: 4:53 pm
 Page: 1

CITY OF COLFAX

BANK: US BANK

| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
|-----------------------|------------|------------|----------------|---------------|--------------------------------|-----------------------------|------------|
| US BANK Checks | | | | | | | |
| 53364 | 03/02/2018 | Reconciled | | 03141 | CALPERS | MAR 2018 HEALTH PREMIUMS | 9,678.10 |
| 53365 | 03/07/2018 | Reconciled | | 01448 | AMERIGAS - COLFAX | DEPOT PROPANE | 82.84 |
| 53366 | 03/07/2018 | Reconciled | | 01448 | AMERIGAS - COLFAX | SHERIFF DEPT PROPANE | 211.08 |
| 53367 | 03/07/2018 | Reconciled | | 01448 | AMERIGAS - COLFAX | FIRE DEPT PROPANE | 39.59 |
| 53368 | 03/07/2018 | Reconciled | | 01448 | AMERIGAS - COLFAX | CORP YARD PROPANE | 129.35 |
| 53369 | 03/07/2018 | Reconciled | | 01448 | AMERIGAS - COLFAX | CITY HALL PROPANE | 418.42 |
| 53370 | 03/07/2018 | Reconciled | | 02846 | BOYLE FUTURE TECHNOLOGY | RIDING MOWER REPAIR | 164.80 |
| 53371 | 03/07/2018 | Reconciled | | 03493 | COASTLAND CIVIL ENGINEERING | ENG SVCS JAN 2018 | 15,650.48 |
| 53372 | 03/07/2018 | Reconciled | | 08070 | HANSEN BROS. ENTERPRISES | SAND FOR RESIDENTS | 39.74 |
| 53373 | 03/07/2018 | Reconciled | | 08170 | HILLS FLAT LUMBER CO | STMT 2/25/18 | 741.25 |
| 53374 | 03/07/2018 | Reconciled | | 12209 | LIEBERT CASSIDY WHITMORE | LEGAL MATTER C#0036-00008 | 4,803.50 |
| 53375 | 03/07/2018 | Reconciled | | 16300 | PCWA -PLACER COUNTY | WATER | 1,141.73 |
| 53376 | 03/07/2018 | Reconciled | | 16011(2) | PELLETREAU, ALDERSON & CABRAL | LEGAL SVCS FEB 2018 | 9,097.84 |
| 53377 | 03/07/2018 | Reconciled | | 16035 | PG&E | ELECTRICITY | 21,448.34 |
| 53378 | 03/07/2018 | Reconciled | | 16202 | PLACER COUNTY OES FISCAL UNIT | Q2 17/18 FIRE PROTECTION | 6,514.00 |
| 53379 | 03/07/2018 | Reconciled | | 16200 | PLACER COUNTY SHERIFF DEPT. | SHERIFF SVCS FY 17/18 Q3 | 162,021.00 |
| 53380 | 03/07/2018 | Reconciled | | 18883 | SAC-VAL JANITORIAL SUPPLY | PW SUPPLIES | 398.72 |
| 53381 | 03/07/2018 | Reconciled | | 09095 | JEFF SCOTT | 2018 PARTIAL BOOT ALLOWANCE | 160.82 |
| 53382 | 03/07/2018 | Reconciled | | 21102 | ULTRA PLAY SYSTEMS, INC. | LIONS PARK SHADE STRUCTURE | 19,312.45 |
| 53383 | 03/07/2018 | Reconciled | | 23169 | WAVE BUSINESS SOLUTIONS | CITY HALL PHONES | 214.05 |
| 53385 | 03/01/2018 | Reconciled | | 2087 | BASIC PACIFIC | FSA PLAN FEES | 45.00 |
| 53386 | 03/15/2018 | Reconciled | | 01414 | ALHAMBRA & SIERRA SPRINGS | CITY HALL/WWTP WATER | 152.95 |
| 53387 | 03/15/2018 | Reconciled | | 01448 | AMERIGAS - COLFAX | PROPANE | 97.28 |
| 53388 | 03/15/2018 | Reconciled | | 01460 | AMERIPRIDE UNIFORM SERVICE | UNIFORM SVC FEB 2018 | 545.83 |
| 53389 | 03/15/2018 | Reconciled | | 01766 | AT&T MOBILITY | CITY CELL PHONES | 808.87 |
| 53390 | 03/15/2018 | Reconciled | | 02901 | BUREAU VERITAS NORTH AMERICA | PLAN REVIEW | 105.00 |
| 53391 | 03/15/2018 | Reconciled | | 03128(2) | CALIFORNIA RURAL WATER ASSOC | CRWA ANNUAL MEMBERSHIP DUE | 583.00 |
| 53392 | 03/15/2018 | Reconciled | | 03401 | CHOICE BUILDER | APR 2018 PREMIUMS | 660.16 |
| 53393 | 03/15/2018 | Reconciled | | 03558 | COLFAX SMOG & AUTO REPAIR | PW SNOW CHAINS | 479.41 |
| 53394 | 03/15/2018 | Reconciled | | 04234 | DE LAGE LANDEN FINANCIAL | MAR 2018 COPY MACH MAINT. | 468.34 |
| 53395 | 03/15/2018 | Reconciled | | 05184 | BRET ELLIS | 2018 BOOT ALLOWANCE | 275.00 |
| 53396 | 03/15/2018 | Reconciled | | 07460 | GOLD COUNTRY MEDIA | PUBLIC NOTICE ORD. #536 | 332.80 |
| 53397 | 03/15/2018 | Reconciled | | 07465 | GOLD MINER PEST CONTROL | STATION 36 PEST CONTROL | 219.00 |
| 53398 | 03/15/2018 | Reconciled | | 08050 | HACH COMPANY | WWTP LAB SUPPLIES | 650.23 |
| 53399 | 03/15/2018 | Reconciled | | 08200 | HINDERLITER, DE LLAMAS & ASSOC | AUDIT SVCS Q3 2017 | 663.06 |
| 53400 | 03/15/2018 | Reconciled | | 08660 | HUNT AND SONS, INC. | FIRE DEPT FUEL | 436.26 |
| 53401 | 03/15/2018 | Reconciled | | 10510 | JOSEPH SCHWIND | HEDGE TRIMMER RPR | 25.00 |
| 53402 | 03/15/2018 | Reconciled | | 19390 | MAR-VAL'S SIERRA MARKET | WWTP SUPPLIES | 10.27 |
| 53403 | 03/15/2018 | Reconciled | | 14356 | NORTHERN CALIFORNIA GLOVE | PW SUPPLIES | 142.83 |
| 53404 | 03/15/2018 | Reconciled | | 16202 | PLACER COUNTY OES FISCAL UNIT | CIVIL DEFENSE 17/18 | 229.77 |
| 53405 | 03/15/2018 | Reconciled | | 16040 | PURCHASE POWER | POSTAGE | 503.50 |
| 53406 | 03/15/2018 | Reconciled | | 18194 | RGS - REGIONAL GOV SERVICES | FEB 2018 PLANNING SVCS | 5,050.00 |
| 53407 | 03/15/2018 | Reconciled | | 18400 | RIEBES AUTO PARTS | STMT 2/28/18 | 11.89 |
| 53408 | 03/15/2018 | Reconciled | | 19440 | SIERRA VISTA CENTER, INC. | REIMBURSEMENT OF WINDOW | 84.72 |
| 53409 | 03/15/2018 | Reconciled | | 19591 | STANLEY CONVERGENT SECURITY | DEPOT SECURITY SYSTEM RPR | 316.52 |
| 53410 | 03/15/2018 | Reconciled | | 21560 | US BANK CORPORATE PMT SYSTEM | STMT 2/22/18 | 1,689.11 |
| 53411 | 03/15/2018 | Reconciled | | 22106 | VAN GRONINGEN & ASSOCIATES | FINANCIAL SVCS FEB 2018 | 5,268.75 |
| 53412 | 03/15/2018 | Reconciled | | 22134 | VISION QUEST | TECH SUPPORT | 1,621.00 |
| 53413 | 03/15/2018 | Reconciled | | 23169 | WAVE BUSINESS SOLUTIONS | CORP YARD INTERNET | 54.90 |
| 53414 | 03/15/2018 | Reconciled | | 23301 | WESTERN PLACER WASTE | FEB 2018 SLUDGE REMOVAL | 1,020.69 |
| 53415 | 03/23/2018 | Reconciled | | 01448 | AMERIGAS - COLFAX | PROPANE | 137.18 |

Check Register Report

ITEM 2B

Checks Processed March 2018

Date: 04/09/2018 8 of 10

Time: 4:53 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
|-----------------------|------------|------------|----------------|---------------|--------------------------------|----------------------------|-----------|
| US BANK Checks | | | | | | | |
| 53416 | 03/23/2018 | Printed | | 03173 | LORRAINE CASSIDY | LIEN COUNTY FILING | 22.00 |
| 53417 | 03/23/2018 | Reconciled | | 03493 | COASTLAND CIVIL ENGINEERING | ENG SVC FEB 2018 | 23,984.06 |
| 53418 | 03/23/2018 | Printed | | 03510 | COLFAX GLASS | PW BROKEN WINDOW CLAIM | 129.00 |
| 53419 | 03/23/2018 | Reconciled | | 07570 | GRAINGER | WWTP SUPPLIES | 407.53 |
| 53420 | 03/23/2018 | Reconciled | | 08660 | HUNT AND SONS, INC. | PW FUEL | 463.68 |
| 53421 | 03/23/2018 | Reconciled | | 23101 | LARRY WALKER ASSOCIATES | NPDES PERMIT ASSISTANCE | 912.50 |
| 53422 | 03/23/2018 | Reconciled | | 16165 | PLACER COUNTY ENVIRONMENTAL | WWTP HAZMAT TESTING | 1,039.00 |
| 53423 | 03/23/2018 | Reconciled | | 18117 | RCAC | SEWER RATE STUDY | 4,354.87 |
| 53424 | 03/23/2018 | Reconciled | | 18121 | RCH GROUP, INC. | COLFAX HOTEL INITIAL STUDY | 8,760.00 |
| 53425 | 03/23/2018 | Reconciled | | 23169 | WAVE BUSINESS SOLUTIONS | CITY HALL INTERNET | 159.90 |
| 53426 | 03/23/2018 | Reconciled | | 23169 | WAVE BUSINESS SOLUTIONS | DEPOT PHONE | 16.38 |
| 53427 | 03/29/2018 | Printed | | 01448 | AMERIGAS - COLFAX | PROPANE | 102.13 |
| 53428 | 03/29/2018 | Printed | | 01448 | AMERIGAS - COLFAX | PROPANE | 389.33 |
| 53429 | 03/29/2018 | Printed | | 01448 | AMERIGAS - COLFAX | PROPANE | 65.01 |
| 53430 | 03/29/2018 | Printed | | 01448 | AMERIGAS - COLFAX | PROPANE | 651.83 |
| 53431 | 03/29/2018 | Printed | | 01650 | AQUA SIERRA CONTROLS INC. | WWTP SCADA INSTALL | 11,060.00 |
| 53432 | 03/29/2018 | Printed | | 02901 | BUREAU VERITAS NORTH AMERICA | BLDG OFFICIAL SVC FEB 2018 | 4,760.00 |
| 53433 | 03/29/2018 | Reconciled | | 03164 | CASH- PETTY CASH REIMBURSEMENT | PETTY CASH REIMB | 113.91 |
| 53434 | 03/29/2018 | Printed | | 06278 | FRONTIER COMMUNICATIONS | WWTP PHONE | 178.43 |
| 53435 | 03/29/2018 | Printed | | 08159 | HILL BROTHERS CHEMICAL CO. | WWTP CHEMICALS | 6,662.37 |
| 53436 | 03/29/2018 | Printed | | 09455 | INLAND BUSINESS SYSTEMS | COPY MACH OVERAGE CHARGES | 670.31 |
| 53437 | 03/29/2018 | Printed | | 12209 | LIEBERT CASSIDY WHITMORE | LEGAL MATTER | 3,115.00 |
| 53438 | 03/29/2018 | Printed | | 14023 | NATIONAL CINEMEDIA, LLC | SEWER PSA DEC-JAN | 1,000.00 |
| 53439 | 03/29/2018 | Printed | | 14859 | OMNIMEANS | ROUNDBOUT ENG FEB 2018 | 49,236.23 |
| 53440 | 03/29/2018 | Printed | | 16300 | PCWA -PLACER COUNTY | WATER | 767.77 |
| 53441 | 03/29/2018 | Printed | | 09095 | JEFF SCOTT | GRADE III CERT | 225.00 |
| 53442 | 03/29/2018 | Printed | | 19575 | SHANNA STAHL | MILEAGE REIMB | 228.36 |
| 53443 | 03/29/2018 | Printed | | 21500 | USA BLUE BOOK, INC | WWTP SUPPLIES | 512.53 |
| 53444 | 03/29/2018 | Printed | | 23169 | WAVE BUSINESS SOLUTIONS | PHONE | 33.57 |
| 53445 | 03/29/2018 | Printed | | 23169 | WAVE BUSINESS SOLUTIONS | PHONE | 211.97 |
| 53446 | 03/29/2018 | Reconciled | | 2087 | BASIC PACIFIC | FSA PLAN FEES | 45.00 |
| 53448 | 03/09/2018 | Reconciled | | 2087 | BASIC PACIFIC | FSA BENEFIT PAYMENT | 8.60 |

Total Checks: 83 Checks Total (excluding void checks): 395,242.69

Total Payments: 83 Bank Total (excluding void checks): 395,242.69

Total Payments: 83 Grand Total (excluding void checks): 395,242.69

DAILY CASH SUMMARY REPORT

ITEM 2B

Cash Receipts - March 2018
03/01/2018 - 03/31/2018

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4/9/2018
4:55 pm

City of Colfax

| | | Debit | Credit | Net Chng |
|---|----------------|-------------------|---------------|-------------------|
| Fund: 100 - General Fund | | | | |
| 03/02/2018 | Daily Totals | 117.50 | 0.00 | 117.50 |
| 03/06/2018 | Daily Totals | 1,668.61 | 0.00 | 1,668.61 |
| 03/08/2018 | Daily Totals | 1,323.50 | 0.00 | 1,323.50 |
| 03/09/2018 | Daily Totals | 872.52 | 0.00 | 872.52 |
| 03/12/2018 | Daily Totals | 16.50 | 0.00 | 16.50 |
| 03/13/2018 | Daily Totals | 2,890.48 | 0.00 | 2,890.48 |
| 03/16/2018 | Daily Totals | 0.00 | 160.89 | -160.89 |
| 03/19/2018 | Daily Totals | 1,994.01 | 0.00 | 1,994.01 |
| 03/21/2018 | Daily Totals | 3,626.76 | 0.00 | 3,626.76 |
| 03/23/2018 | Daily Totals | 143,557.19 | 0.00 | 143,557.19 |
| 03/26/2018 | Daily Totals | 310.50 | 0.00 | 310.50 |
| 03/27/2018 | Daily Totals | 3,269.62 | 0.00 | 3,269.62 |
| 03/28/2018 | Daily Totals | 41.50 | 0.00 | 41.50 |
| Fund: 100 - General Fund | TOTALS: | 159,688.69 | 160.89 | 159,527.80 |
| Fund: 120 - Land Development Fees | | | | |
| 03/06/2018 | Daily Totals | 23,060.00 | 0.00 | 23,060.00 |
| Fund: 120 - Land Development Fees | TOTALS: | 23,060.00 | 0.00 | 23,060.00 |
| Fund: 218 - Support Law Enforcement | | | | |
| 03/13/2018 | Daily Totals | 16,196.69 | 0.00 | 16,196.69 |
| Fund: 218 - Support Law Enforcement | TOTALS: | 16,196.69 | 0.00 | 16,196.69 |
| Fund: 244 - CDBG MicroEnterprise Lending | | | | |
| 03/06/2018 | Daily Totals | 1,000.00 | 0.00 | 1,000.00 |
| Fund: 244 - CDBG MicroEnterprise Lending | TOTALS: | 1,000.00 | 0.00 | 1,000.00 |
| Fund: 253 - Gas Taxes | | | | |
| 03/02/2018 | Daily Totals | 3,277.57 | 0.00 | 3,277.57 |
| 03/22/2018 | Daily Totals | 1,407.08 | 0.00 | 1,407.08 |
| 03/30/2018 | Daily Totals | 3,248.17 | 0.00 | 3,248.17 |

DAILY CASH SUMMARY REPORT

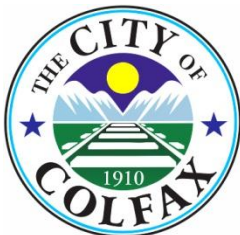
ITEM 2B

Cash Receipts - March 2018
03/01/2018 - 03/31/2018

Page: 10
4/9/2018
4:55 pm

City of Colfax

| | | Debit | Credit | Net Chng |
|---------------------------------------|--------------|-------------------|---------------|-------------------|
| Fund: 253 - Gas Taxes | | | | |
| TOTALS: | | 7,932.82 | 0.00 | 7,932.82 |
| Fund: 560 - Sewer | | | | |
| 03/02/2018 | Daily Totals | 200.00 | 0.00 | 200.00 |
| 03/09/2018 | Daily Totals | 61.33 | 0.00 | 61.33 |
| TOTALS: | | 261.33 | 0.00 | 261.33 |
| Fund: 561 - Sewer Liftstations | | | | |
| 03/08/2018 | Daily Totals | 407.00 | 0.00 | 407.00 |
| 03/21/2018 | Daily Totals | 407.00 | 0.00 | 407.00 |
| TOTALS: | | 814.00 | 0.00 | 814.00 |
| GRAND TOTALS: | | 208,953.53 | 160.89 | 208,792.64 |



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 25, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: April 11, 2018
SUBJECT: Sales and Use Taxes

| | | | | | | | |
|-------------------------------------|-----|--------------------------|--------|--------------------------|-----------|---------|-------------------------|
| <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> | FUNDED | <input type="checkbox"/> | UN-FUNDED | AMOUNT: | FROM FUND: General Fund |
|-------------------------------------|-----|--------------------------|--------|--------------------------|-----------|---------|-------------------------|

RECOMMENDED ACTION: Information only

SUMMARY:

The City has received the final accounting of Sales and Use Tax revenues for the quarter ended December 31, 2017. Total sales tax revenue for the quarter was \$330,457, which is the highest 2nd quarter (fiscal year) in recent history. Year to date sales tax revenues are 16% higher than the previous fiscal year for the same time period and represent 55% of the annual budget for this current fiscal year (assumes straight line budget – forecasted revenues spread evenly over quarters).

BACKGROUND AND ANALYSIS:

The attached chart – Retail Sales Tax History – reports the history of sales tax revenues since 1999. As reported previously, the fiscal 2015-2016 year included the true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015. This final adjustment is estimated to be approximately \$100,000 of the growth reported for the 2015-2016 fiscal year. Considering this adjustment was related to the time period of the entire triple flip process it should be considered when reviewing year to year changes in revenues.

Our current fiscal year 2017-2018 budget was updated in February 2018 as part of the midyear budget review and was conservatively based on fiscal year 2016-2017 actuals. The budget is now \$1,150,000 which is a 4% increase over the final 2016-2017 actuals. It appears we are on track for reaching and perhaps exceeding forecasted budget revenues for the current fiscal year. Staff will continue to closely monitor sales and use tax revenues and provide current year projections when available. This data will be utilized as we project revenues in our 2-year budget process which is currently underway.

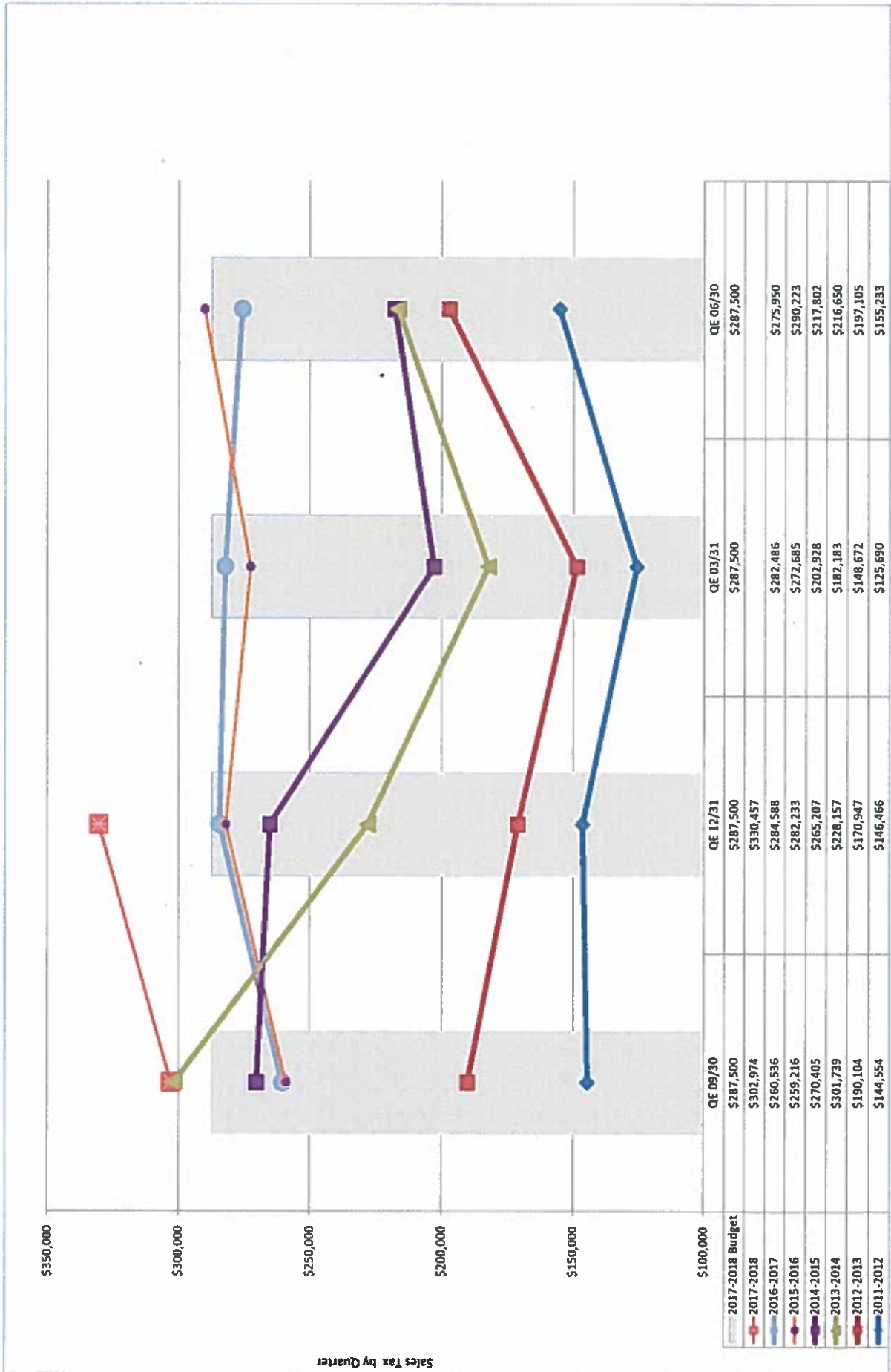
ATTACHMENTS:

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

City of Colfax

Retail Sales and Use Tax Revenues

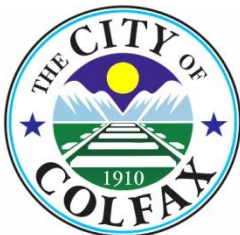
(Actuals through Quarter Ended 09/30/17)



City of Colfax
Sales and Use Tax Revenue History

| | Actuals | Change | % Change |
|-----------|----------------|--------------|----------|
| 1999-2000 | \$ 478,169 | | |
| 2000-2001 | \$ 484,801 | \$ 6,632 | 1% |
| 2001-2002 | \$ 592,392 | \$ 107,591 | 22% |
| 2002-2003 | \$ 581,749 | \$ (10,643) | -2% |
| 2003-2004 | \$ 601,276 | \$ 19,527 | 3% |
| 2004-2005 | \$ 707,515 | \$ 106,239 | 18% |
| 2005-2006 | \$ 749,583 | \$ 42,068 | 6% |
| 2006-2007 | \$ 752,431 | \$ 2,848 | 0% |
| 2007-2008 | \$ 648,989 | \$ (103,442) | -14% |
| 2008-2009 | \$ 540,051 | \$ (108,938) | -17% |
| 2009-2010 | \$ 538,549 | \$ (1,502) | 0% |
| 2010-2011 | \$ 551,953 | \$ 13,404 | 2% |
| 2011-2012 | \$ 571,943 | \$ 19,990 | 4% |
| 2012-2013 | \$ 706,828 | \$ 134,885 | 24% |
| 2013-2014 | \$ 928,729 | \$ 221,901 | 31% |
| 2014-2015 | \$ 956,342 | \$ 27,613 | 3% |
| 2015-2016 | * \$ 1,104,357 | \$ 148,015 | 15% |
| 2016-2017 | \$ 1,103,560 | \$ (797) | 0% |
| 2017-2018 | | | |

**Included true up and final adjustments related to the end of the decade old triple flip sales tax program which ended December 31, 2015*



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 25, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: April 11, 2018
SUBJECT: Cash Summary Report: March 2018

| | | | | | | | |
|-------------------------------------|-----|--------------------------|--------|--------------------------|-----------|---------|------------|
| <input checked="" type="checkbox"/> | N/A | <input type="checkbox"/> | FUNDED | <input type="checkbox"/> | UN-FUNDED | AMOUNT: | FROM FUND: |
|-------------------------------------|-----|--------------------------|--------|--------------------------|-----------|---------|------------|

RECOMMENDED ACTION: Accept and file.

BACKGROUND AND ANALYSIS:

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

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

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

Our investment policy dictates that the City should have liquid short term securities to meet six month's financial obligations. The budget for fiscal year 2017-2018 reflects nearly \$4.6M in annual expenditures, therefore our target for liquid short term securities would be \$2.3M.

CONCLUSION:

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

- The investments held at March 31, 2018 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool to be the rate of 1.33% for the quarter ended March 31, 2018.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period April 01, 2018 through September 30, 2018.

RECOMMENDATION:

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 is investigating additional investment opportunities. We have initiated conversation with Placer County Treasury Office for their investment pool (earnings are currently higher than LAIF) and with Multi-Bank Securities, Inc for some short term Certificates of Deposit (CD) investments.

ATTACHMENTS:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 3/31/18)
3. State of California – PMIA Average Monthly Effective Yields

City of Colfax
Analysis of Treasury Investment Pool
Quarterly Analysis - FY2017-2018
Report Date: 03/31/2018

| Quarter Ended 03/31/2018 | | | | | |
|------------------------------|---|------------------|---------------------|-----------------------|--------------------------|
| Type of Investment | Financial Institution | Date of Maturity | Investment Amount | % of Total Investment | Average Investment Yield |
| Investment Fund | State Local Agency Investment Fund (LAIF) | N/A | \$ 3,925,772 | 93% | 1.43% |
| Corporate Checking | US Bank | N/A | \$ 315,133 | 7% | 0.21% |
| Total Investment Pool | | | \$ 4,240,904 | 100% | 1.33% |

| Quarter Ended 12/31/2017 | | | | | |
|------------------------------|---|------------------|---------------------|-----------------------|--------------------------|
| Type of Investment | Financial Institution | Date of Maturity | Investment Amount | % of Total Investment | Average Investment Yield |
| Investment Fund | State Local Agency Investment Fund (LAIF) | N/A | \$ 3,440,356 | 93% | 1.19% |
| Corporate Checking | US Bank | N/A | \$ 251,353 | 7% | 0.18% |
| Total Investment Pool | | | \$ 3,691,709 | 100% | 1.12% |

| Quarter Ended 09/30/2017 | | | | | |
|------------------------------|---|------------------|---------------------|-----------------------|--------------------------|
| Type of Investment | Financial Institution | Date of Maturity | Investment Amount | % of Total Investment | Average Investment Yield |
| Investment Fund | State Local Agency Investment Fund (LAIF) | N/A | \$ 3,754,753 | 93% | 1.08% |
| Corporate Checking | US Bank | N/A | \$ 264,620 | 7% | 0.18% |
| Total Investment Pool | | | \$ 4,019,372 | 100% | 1.02% |



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

| Date | Daily Yield* | Quarter to Date Yield | Average Maturity (in days) |
|----------|--------------|-----------------------|----------------------------|
| 03/13/18 | 1.51 | 1.40 | 177 |
| 03/14/18 | 1.51 | 1.40 | 176 |
| 03/15/18 | 1.52 | 1.40 | 176 |
| 03/16/18 | 1.53 | 1.40 | 176 |
| 03/17/18 | 1.53 | 1.41 | 176 |
| 03/18/18 | 1.53 | 1.41 | 176 |
| 03/19/18 | 1.53 | 1.41 | 176 |
| 03/20/18 | 1.54 | 1.41 | 175 |
| 03/21/18 | 1.54 | 1.41 | 174 |
| 03/22/18 | 1.55 | 1.41 | 178 |
| 03/23/18 | 1.56 | 1.42 | 180 |
| 03/24/18 | 1.56 | 1.42 | 180 |
| 03/25/18 | 1.56 | 1.42 | 180 |
| 03/26/18 | 1.56 | 1.42 | 176 |
| 03/27/18 | 1.57 | 1.42 | 175 |
| 03/28/18 | 1.57 | 1.42 | 177 |
| 03/29/18 | 1.58 | 1.43 | 179 |
| 03/30/18 | 1.59 | 1.43 | 183 |
| 03/31/18 | 1.59 | 1.43 | 183 |
| 04/01/18 | 1.59 | 1.59 | 183 |
| 04/02/18 | 1.60 | 1.60 | 190 |
| 04/03/18 | 1.60 | 1.60 | 190 |
| 04/04/18 | 1.61 | 1.60 | 188 |
| 04/05/18 | 1.61 | 1.60 | 187 |
| 04/06/18 | 1.62 | 1.61 | 185 |
| 04/07/18 | 1.62 | 1.61 | 185 |
| 04/08/18 | 1.62 | 1.61 | 185 |
| 04/09/18 | 1.62 | 1.61 | 186 |
| 04/10/18 | 1.63 | 1.61 | 184 |
| 04/11/18 | 1.63 | 1.61 | 183 |
| 04/12/18 | 1.65 | 1.62 | 183 |

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

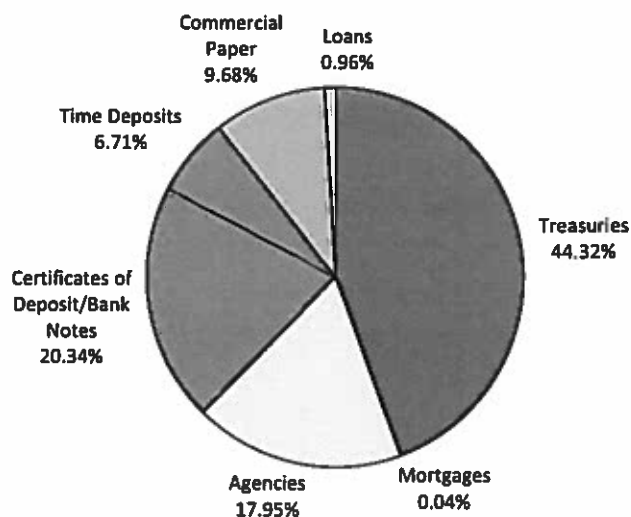
Quarter Ending 03/31/18

Apportionment Rate: 1.51%
 Earnings Ratio: 0.00004135534904993
 Fair Value Factor: 0.997538001
 Daily: 1.59%
 Quarter to Date: 1.43%
 Average Life: 183

PMIA Average Monthly Effective Yields

Mar 2018 1.524
 Feb 2018 1.412
 Jan 2018 1.350

**Pooled Money Investment Account
Portfolio Composition
03/31/18
\$75.0 billion**





California State Treasurer
John Chiang



[Home](#) | [Open Government](#) | [Careers](#) | [Contact](#)

Search



[Home](#) [PMIA Home](#) [Contacts](#) [Time Deposits](#) [LAIF](#)

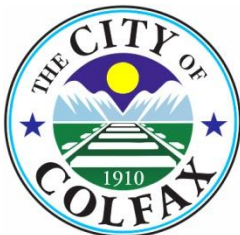
[Home](#) ->> [PMIA](#) ->> [PMIA Average Monthly Effective Yields](#)



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 | 4.982 | 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 | | | | | | | | | |



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 25, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Amy Feagans, Planning Director
DATE: April 17, 2018
SUBJECT: Maidu Village Development Proposal CEQA Document Preparation – Contract for Professional Services

| | | | | | | | |
|--------------------------|-----|-------------------------------------|--------|--------------------------|-----------|------------|--------------------------------|
| <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | FUNDED | <input type="checkbox"/> | UN-FUNDED | AMOUNT: \$ | FROM FUND: Developer Funded |
|--------------------------|-----|-------------------------------------|--------|--------------------------|-----------|------------|--------------------------------|

RECOMMENDED ACTION: Adopt Resolution 28-2018 authorizing the City Manager to execute an agreement with The RCH Group for the Maidu Village Development Project CEQA Analysis in an amount not to exceed \$39,100.

BACKGROUND AND SUMMARY:

The City recently received a planning application for the development of the proposed Maidu Village highway commercial development on South Auburn Street. As required by California Environmental Quality Agency (CEQA), an Initial Study must be prepared to determine the level of environmental impacts as a result of the proposed project. Because the City does not have the expertise in-house, it is appropriate to hire an outside consultant to prepare the document. Although the contract will be between the City and The RCH Group, the developer will be responsible for funding the entire cost of the Study.

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

PROJECT DESCRIPTION:

The attached scope of work outlines the specific tasks that will be undertaken including the kickoff meeting with staff and the developer, preparation of the administrative draft Initial Study and circulation of the Study to appropriate public agencies. Preparation of the final memo and environmental document (Negative Declaration or Mitigated Negative Declaration) are also included in the proposal.

The actual development proposal will be reviewed separately at a later date. This report addresses only the contract for preparation of the required CEQA analysis.

FINANCIAL AND/OR POLICY IMPLICATIONS

The total cost for the report is anticipated to be \$39,100 and is expected to take approximately five months to prepare. Funding for the project will be paid by the developer.

ATTACHMENTS:

1. Resolution 28-2018
2. Contract with The RCH Group

City of Colfax
City Council

Resolution №28-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE
RCH GROUP FOR THE PREPARATION OF THE MAIDU VILLAGE
DEVELOPMENT PROJECT CEQA DOCUMENT IN AN AMOUNT NOT TO EXCEED
\$39,100

WHEREAS, the City of Colfax desires to have the environmental analysis prepared for the Maidu Village Development Project; and

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 25th day of April, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 25th day of April 2018 by and between the City of Colfax, a municipal corporation of the State of California ("City") and **The RCH 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. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:

- i. the date of performance of each of the Services,
- ii. identification of the person who performed the Services,
- iii. a detailed description of the Services performed on each date,
- iv. the hourly rate at which the Services on each date are charged,
- v. an itemization of all costs incurred and
- vi. the total charges for the Services for the month invoiced.

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for

death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

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

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

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this

Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant

receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are 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 RCH Group
 1106 White Rock Road, Suite 150-A
 Rancho Cordova, CA 95670

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

Maidu Village/ Arco Gas Station Proposal for Consulting Services & CEQA Document Preparation



1 PROJECT UNDERSTANDING

Colfax Auburn LLC (the Applicant) proposes to develop on an 8.39-acre parcel (Placer County APN 100-240-016) west of the I-80 on-ramp/off-ramp on South Auburn Street in the City of Colfax. The project site is bordered by Hansen Bros. (industrial) and Mountain Village (office/retail) to the north, UPRR tracks and a single family residence to the west, McDonalds to the south (other commercial/retail uses farther south) and a Starbucks and 76 Gas Station to the east. The proposed project includes the development a gas station/convenience store, a fast-food restaurant and coffee kiosk, a sit-down restaurant, commercial retail space and a hotel.

The construction and operation of the proposed uses is the “project,” as defined by the California Environmental Quality Act (CEQA). The City of Colfax is the CEQA Lead Agency. The project entitlements needed are a master site plan, major design review (for gas station) and a parcel map. It is understood that development of the project would be phased and phase 1 would consist of construction of the gas station/convenience store. Phase 2 would consist of construction of the fast-food restaurant, coffee kiosk and sit-down restaurant. Phase 3 would consist of construction of the commercial retail space and hotel. Construction of phase 1 would begin in 2018 and the timing of the construction for the other phases would follow depending on market demands.

2 PROJECT APPROACH

2.1 GENERAL APPROACH

RCH’s Managing Principal of Environmental Services, Paul Miller, will manage the proposed project. Paul is an environmental professional with more than 33 years of experience in providing services and products to government agencies and private sector corporations. With a broad range of environmental skills, he has applied his background since 1986 to CEQA and NEPA and has been integral in the preparation of over 500 CEQA/NEPA environmental documents, including project manager for more than 18 major EIRs. Paul managed the Initial Study/ Mitigated Negative Declaration (IS/MND) for Sierra Oaks Estates and Village Oaks, a 34-lot single-family residential neighborhood and a 76-unit multi-family residential community on a 35-acre site near the southwest corner of Iowa Hill Road and Grand View Way in the City of Colfax. RCH prepared the IS/MND in-house and the project was approved on December 14, 2016. RCH later prepared a CEQA Addendum for the project in 2017 and the new tentative map for the revised project was approved on February 14, 2018. Paul is also managing the Initial Study for the Colfax Hotel Project at the corner of South Auburn Street and Whitcomb Avenue, which RCH is currently preparing in-house.

[1]

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

RCH will use its experience with CEQA and projects in Colfax and the Placer County area in preparing a CEQA document for the proposed project. An Initial Study will first be prepared for the proposed project to provide the City of Colfax with the information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR) or MND. The Initial Study will enable the Applicant and the City of Colfax to mitigate adverse impacts as a result of the proposed project before an EIR is prepared, enabling the proposed project to qualify for a MND. The Initial Study will use the Appendix G Checklist of the CEQA Guidelines and will contain responses for each checklist item (19 general categories of environmental impacts) and provide explanations for items with potential environmental impacts that need to have mitigation measures implemented.

2.2 SCOPE OF WORK

RCH proposes the following items for the Scope of Work.

Task 1: Kick-off Meeting

At the “kick-off” meeting with RCH, the Applicant team and the City of Colfax Planning Department. All parties will discuss the project components and confirm the impacts that will be addressed in the CEQA document.

Task 2: Prepare Administrative Draft Initial Study

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

Areas that will need a thorough discussion include:

- Air Quality/ Greenhouse Gas (GHG) Emissions
- Biological Resources
- Cultural Resources
- Geology and Soils
- Hydrology/Water Quality
- Noise
- Transportation/Traffic

Air Quality and GHG Emissions

RCH will analyze potential air quality and GHG emissions impacts. Air quality and GHG emissions from construction and operation of the proposed project will be quantified using the California Emissions Estimator Model (CalEEMod), a statewide land emissions model which provides an accurate and comprehensive tool for quantifying air quality and GHG emissions impacts from land use projects in California. The air quality and GHG emissions analysis will follow the guidelines in the Placer County Air Pollution Control District's (PCAPCD's) CEQA Air Quality Handbook and estimated emissions from the proposed project will be compared to PCAPCD thresholds of significance. Based upon the size of the proposed project and the vehicle trip generation estimates, operational GHG emissions are expected to be above the PCAPCD's GHG De Minimis Level and mitigation measures will be recommended.

Biological Resources

RCH will peer review the Biological Resources Assessment (2014) and the Biological Constraints Update (2017) prepared for project by Foothill Associates (requesting clarifications or more detail, if needed). The biological analysis in the initial study will follow the recommendations and conclusions of the reports prepared by Foothill Associates. Potentially significant impacts to jurisdictional wetlands will be addressed and mitigation measures will be recommended.

Cultural Resources

RCH will prepare the cultural Resources section of the initial study using the findings and recommendations of the cultural resources study to be prepared by Natural Investigations Company. The Natural Investigations Company scope of work for the cultural resources study is **Attachment A** of this proposal. The City of Colfax will need to follow AB 52 guidelines and offer AB 52 consultation to any tribes that have requested consultation in writing. RCH will assist the City in the preparation notification letters to tribes who have requested them and will support the City with AB 52-related tasks.

Geology and Soils

RCH will review the earthwork/grading narrative provided by the Applicant's engineer. The narrative should discuss proposed earthwork for the project including estimated cut/fill and soil import/export quantities. RCH assumes a geotechnical report will be required in the future (prior to grading permit approval) by the City of Colfax and by a mitigation measure in the initial study. The geology and soils section of the initial study will contain a discussion of potential impacts such as soil erosion, stability and expansive soils, and will discuss relevant guidelines and regulations such as the City of Colfax Hillside Development Guidelines and Chapter 15.30 of the City of Colfax Municipal Code (Grading, erosion and sediment control).

Hydrology/Water Quality

RCH will review the qualitative drainage narrative provided by the Applicant's engineer. The narrative should discuss drainage improvements and water quality treatment proposed for the project. RCH assumes a drainage study will be required in the future (prior to grading permit approval) by the City of Colfax and by a mitigation measure in the initial study. The hydrology section of the initial study will contain a discussion of drainage improvements/changes at the project site as well as water quality requirements including obtaining a General Permit for Discharges of Stormwater Associated with Construction Activity (Construction General Permit), which requires a Stormwater Pollution Prevention Plan (SWPPP).

Noise

RCH will conduct several short-term (typically ten to 20 minutes) and one long-term (typically 48 hours) noise measurement at the project site to estimate existing noise levels. The focus of the noise analysis will be potential impacts of construction and operations on sensitive receptors nearby the project site. The proposed project will have to comply with the Chapter 8.28 – Noise Standards in the City of Colfax Municipal Code. The noise analysis will also analyze the land use noise compatibility of the project site and the proposed hotel use, based on standards in the City of Colfax 2020 General Plan.

Traffic and Transportation

RCH will prepare peer review the Traffic Impact Analysis (2014) and the Addendum to Traffic Impact Analysis (2017) prepared for project by KD Anderson & Associates (requesting clarifications or more detail, if needed). The traffic and transportation section of the initial study will use the findings and recommendations of the reports prepared by KD Anderson & Associates.

Task 3: Prepare Public Draft Negative Declaration or MND

RCH will respond to City comments on the Administrative Draft Negative Declaration or MND (and Applicant comments, as appropriate, if they review the Administrative Draft document) and prepare a revised version of the document for public distribution.

Task 4: Circulate CEQA Document

In coordination with the City, RCH will assist in preparation (if necessary) of a Notice of Intent (NOI) to adopt a Negative Declaration or MND according to CEQA Guidelines 15070. RCH will also assist the City with any other CEQA noticing tasks the City requests.

Task 5: Response to Public Comments

RCH will respond to public comments received during Draft IS/MND public review period. At this time there is no way to estimate the level of public comments, 20 hours of staff time is included in this proposal to respond to comments for budgeting purposes. A more precise level of effort would be negotiated if needed, when all comments are received.

Task 6: Public Hearing (Additional Meetings)

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

RCH will attend the Public Hearing for the proposed project at the Colfax City Hall. At the Public Hearing, RCH will be able to answer questions and provide CEQA support to the City of Colfax Planning Staff.

RCH's cost proposal includes one Public Hearing, if additional meetings are required they will be invoiced on a time and materials basis with prior approval from the Planning Director.

Task 7: Project Management

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

3 RELEVANT EXPERIENCE

3.1 PROJECT MANAGER

Paul Miller, RCH's Managing Principal, will act as project manager. Paul is an environmental professional with more than 33 years of experience in providing services and products to government agencies and private sector corporations. His technical areas of expertise include CEQA project management and technical analyses in the areas of energy, integrated waste management, air quality, noise and hazardous materials. With a broad range of environmental skills, he has applied his background since 1986 to CEQA and NEPA and has been integral in the preparation of over 250 CEQA and NEPA environmental documents, including project manager for more than 18 major EIRs. He has been the project manager or a key team leader for five state agencies (California Public Utilities Commission (CPUC), California Energy Commission (CEC), CalRecycle, the former California Integrated Waste Management Board, and the State Water Resources Board, Central Valley Region) on projects of statewide importance.

Dan Jones will be the Deputy Project Manager. Dan will regularly coordinate with Paul Miller and also Amy Feagans at the City. Dan will help to move tasks forward on the Initial Study with full understanding of the project management team goals and all outstanding environmental concerns.

3.2 PROJECT ASSOCIATES

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

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

Mike Ratte is a Senior Air Quality Scientist at RCH Group. Mike will be the Senior Reviewer of the air quality and greenhouse gas emissions portions of the CEQA document. Mike has been a practicing meteorologist and air quality specialist within the consulting business for 25 years. Mike's technical expertise includes NEPA/CEQA environmental planning, air emissions inventories, ambient air monitoring, atmospheric dispersion modeling, air quality permitting, health risk assessments, and climate change analyses. He has worked extensively for local, state, and federal agencies, as well as a wide array of commercial businesses and industries. His recent projects involved transportation facilities (airports, roadways, and marine ports), land development (residential/commercial/institutional), landfills/composting, and mining/quarry operations. He is well versed in a wide array of air emission models including, EMFAC, OFFROAD, NONROAD, MOVES, CalEEMod, and AP-42; dispersion models such

as AERMOD, EDMS, HARP, and CAL3QHC; with strong data management and ACCESS programming skills.

Erin Reddy is a technical associate at RCH with knowledge of ecology, natural resources management, urban forestry, sustainability, and noise. She has over four years of experience in environmental data management and website development for the state of California. Her work involves preparation of CEQA/NEPA environmental documents, technical noise analyses, and wetland alternative analyses. She has hands-on experience with short-term and long-term noise monitoring.

4 SCHEDULE

The following shows RCH's proposed schedule for the CEQA review. The schedule is aggressive and based on a start date of May 1st. The schedule dates would shift directly in relation to any later start date.

| Task | Duration (Calendar Days) | Start Date | Completion Date |
|---|-----------------------------|------------------|--------------------|
| Notice to Proceed | 1 | 5/1/2018 | 5/2/2018 |
| Task 1. Kick off Meeting | 1 | 5/2/2018 | 5/3/2018 |
| Task 2. Prepare Administrative Draft Initial Study | 60 | 5/4/2018 | 7/3/2018 |
| Administrative Draft Initial Study Review | 7 | 7/4/2018 | 7/11/2018 |
| Task 3. Prepare Public Draft ND or MND | 7 | 7/12/2018 | 7/19/2018 |
| Task 4. Circulate CEQA Document | 30 | 7/20/2018 | 8/19/2018 |
| Task 5. Response to Comments | 7 | 8/20/2018 | 8/27/2018 |
| Task 6. Public Hearing | 15 | 8/28/2018 | 9/12/2018 |

Note: This schedule is contingent upon receiving technical studies for the proposed project within 45 days of notice to proceed.

5 COST ESTIMATE

The RCH cost estimate is provided in **Table 1**.

The cost estimate assumes the following:

- One round of review of the Initial Study by the City and/or the Applicant. If there are multiple reviewers their comments should be consolidated for return to RCH.

- The Cultural Resources Report will be prepared by Natural Investigations Company Inc. as a subcontractor to RCH.
- RCH will receive the following:
 - A project description discussing required entitlements, project phasing and schedule, circulation infrastructure improvements, parking requirements, etc.
 - A qualitative drainage narrative discussing drainage improvements and water quality treatment proposed for the project.
 - An earthwork/grading narrative discussing proposed earthwork for the project including estimated cut/fill and soil import/export quantities.

Tasks excluded include but are not limited to the following:

- Additional rounds of review by the City of Colfax
- New or additional technical reports
- Preparation of an air quality health risk assessment
- Preparation of an EIR
- Changes to the Project Description that affect RCH work level of effort or schedule
- Response to Public Comments received during Public Review (beyond the 20 hours included in the cost estimate) – at this time there is no way to estimate the level of public comments
- Additional meetings not in the proposed Scope of Work

| Table 1. Cost Estimate Maidu Village/ Arco Gas Station Project | | RCH Group | | | | | | | | | | | | |
|---|------------|-----------------------------|------------|--------------------|-----------|-----------------|-----|----------------------------|-------------------------|----------------------|-------------------|--------------------|-------------------------|-----------------|
| | | Labor Effort | | | | | | Direct Costs | | | | | | |
| | | RCH Staff: | | | | | | Subconsultant | | Other Direct Costs | | | Total Direct Costs plus | RCH TOTAL COSTS |
| | | | | | | | | Natural Investigations Co. | Travel & communications | Printing & materials | Other direct cost | Other direct costs | | |
| Paul Miller | Mike Ratte | Dan Jones | Erin Reddy | Graphics and Admin | RCH HOURS | RCH LABOR COSTS | | | | | | | | |
| Employee category bill rate: (\$/hr) | | \$160 | \$145 | \$95 | \$95 | \$90 | | | | | | | 5% | |
| TASKS: | | (Hours per person per task) | | | | | | | | | | | | |
| 1. Project Kick-Off Meeting | | 4 | | 4 | | | 8 | \$1,020 | | \$100 | | | \$105 | \$1,125 |
| 2. Administrative IS Preparation | | 12 | | 45 | 32 | 4 | 93 | \$9,595 | | \$200 | \$50 | | \$263 | \$9,858 |
| Air Quality and Greenhouse Gas Analyses | | 2 | 6 | 56 | | | 64 | \$6,510 | | | | | \$0 | \$6,510 |
| Cultural Resources | | | | 4 | | | 4 | \$380 | \$6,087 | | | | \$6,391 | \$6,771 |
| Noise Measurements/ Evaluation | | | | 8 | 8 | | 16 | \$1,520 | | | | | \$0 | \$1,520 |
| 3. Draft IS Preparation | | 4 | 2 | 16 | 4 | | 26 | \$2,830 | | | \$76 | | \$80 | \$2,910 |
| 4. Circulate CEQA Document | | 4 | | 16 | | | 20 | \$2,160 | | \$30 | \$200 | \$100 | \$347 | \$2,507 |
| 5. Response to Comments on CEQA Doc. (NTE 20 hours) | | 5 | | 15 | | | 20 | \$2,225 | | | | | \$0 | \$2,225 |
| 6. Public Hearing (1) | | 6 | | 6 | | | 12 | \$1,530 | | \$100 | | | \$105 | \$1,635 |
| 7. Project Management | | 11 | | 24 | | | 35 | \$4,040 | | | | | \$0 | \$4,040 |
| TOTAL EFFORT (Hours) | | 48 | 8 | 194 | 44 | 4 | 298 | | | | | | | |
| TOTAL COSTS (\$) | | \$7,680 | \$1,160 | \$18,430 | \$4,180 | \$360 | | \$31,810 | \$6,087 | \$430 | \$326 | \$100 | \$7,290 | \$39,100 |



Attachment A

Natural Investigations Company

Cultural Resources Proposal



**Natural
Investigations
Company**

March 26, 2018

Mr. Dan Jones
RCH Group
11060 White Rock Road, Suite 150-A
Rancho Cordova, CA 95670

Subject: Cultural Resources Services for the Maidu in Placer County, CA

Natural Investigations Company, Inc. (Natural Investigations) has prepared the following scope of work and associated cost in response to the specific tasks and responsibilities for an archaeological investigation under the provisions CEQA (CCR14 Section 15064.5 and PRC Section 21083.2) and NHPA Section 106 (36 CFR 800) for an approximately 8.4-acre project area located near the community of Colfax, in Placer County, CA.

TASK 1: CONDUCT A CULTURAL RESOURCES CHRIS AND NAHC SEARCH

Natural Investigations will conduct a California Historical Resources Information System (CHRIS) records search with a 0.25-mile radius of the proposed project area at the North Central Information Center (NCIC) at the California State University, Sacramento. The NCIC houses cultural resources records and the primary purpose of the CHRIS records search is to identify any previously recorded cultural resources known to exist within or adjacent to the project areas. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the NRHP, the California Inventory of Historical Resources, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project area.

Natural Investigations will assess the potential for paleontological resources within the project area. This assessment would include a review of geologic maps and a record search of the online database maintained by the University of California Museum of Paleontology at Berkeley (UCMP).

Additionally, Natural Investigations will contact the Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. As part of the Section 106 process, an information letter and map will be sent to all recipients on the NAHC list. This scope and cost includes 1 site visit to meet with any Native American Tribe at the project location.

TASK 2: CULTURAL RESOURCES PEDESTRIAN SURVEY

Upon completion of the CHRIS and NAHC records search, Natural Investigations will conduct an intensive pedestrian survey of the project area. Archaeologists will conduct the survey utilizing pedestrian transects spaced at maximum intervals of 15 meters, covering all portions of the project area. Areas which are inaccessible due to dense vegetation, unstable geologic conditions, or other obstructions will be surveyed at a reconnaissance-level, typically at 20-40 meter transects.

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that the cultural resources survey will be negative for prehistoric and historic resources (i.e., no previously unrecorded cultural resources will be encountered and no previously recorded cultural resources will require updates). No testing or excavation will be conducted, nor will any artifacts, samples or specimens be collected during the survey.

TASK 3: CULTURAL RESOURCES TECHNICAL REPORT

Upon completion of the literature review and pedestrian survey, Natural Investigations will prepare a cultural resources confidential technical report for project area. The technical report will document the results of the literature review, NAHC search, and field survey as well as provide management recommendations for resources within or near the project area. The report will meet the Secretary of Interior’s Standards and Guidelines and will follow Archaeological Resource Management Reports: Recommended Contents and Format guidelines. The report will include maps depicting the area surveyed for cultural resources. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a “need-to-know” basis.

Note: For the purposes of this scope and cost estimate, Natural Investigations assumes that RCH Group will provide a project description.

Based on thoughtful consideration, Natural Investigations estimates our fee for the scope of services described herein as presented below:

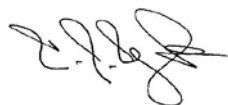
Cost estimate

| Task | Cost |
|---------------------------|----------------|
| *CHRIS/UCMP/NAHC Searches | \$2,022 |
| Survey | \$980 |
| Report | \$3,085 |
| Total | \$6,087 |

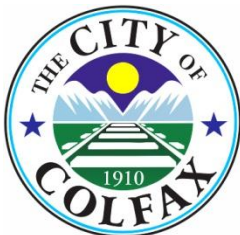
*CHRIS Fees not to exceed \$450

We appreciate the opportunity to submit this proposal and look forward to providing our services on this project. Please call if you have questions concerning this proposal.

Respectfully submitted,



Cindy J. Arrington, M.S., RPA
Principal
Natural Investigations Company, Inc



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 25, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer; Lorenzo Hernandez, Junior Engineer
DATE: April 18, 2018
SUBJECT: Pond 1 Levee Project, Award of Contract

| | | | | | | | |
|--------------------------|-----|-------------------------------------|--------|--------------------------|-----------|-------------------|----------------|
| <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | FUNDED | <input type="checkbox"/> | UN-FUNDED | AMOUNT: \$206,887 | FROM FUND: 560 |
|--------------------------|-----|-------------------------------------|--------|--------------------------|-----------|-------------------|----------------|

RECOMMENDED ACTION: Discuss and consider adopting Resolution 29-2018

1. Authorizing the City Manager to execute a contract with Diamond D General Engineering, Inc. for construction of the Wastewater Treatment Plant Pond 1 Levee Project in the amount of \$168,988 with a contingency of up to \$16,899; and,
2. Authorizing the City Manager to engage Coastland Engineering to perform construction management and inspection of the project in an amount not to exceed \$21,000.

SUMMARY:

In 2014, the City installed a temporary bladder dam to stabilize influent flow into the Wastewater Treatment Plant (WWTP). In early 2017, the temporary dam ruptured. Since the temporary bladder dam failure, the plant has operated by allowing the influent flows to move directly into the plant’s process. High concentrations of ammonia disrupt the biological process used to clean the wastewater causing the WWTP to go into bypass-mode. Normally, the WWTP could dilute the high concentrations, but currently water in Ponds 2 and 3 have excess growth of algae. High levels of algae increase the WWTP turbidity levels above the National Pollutant Discharge Elimination System (NPDES) Permit limits. When the turbidity exceeds the Permit limits, the operators are forced to send the water back into the storage ponds and to reprocess the influent.

The proposed levee is a permanent solution to replace the defunct temporary bladder used to stabilize water concentrations entering the plant. The goal is to create an area in Pond 1 to allow 1-2 days of water storage and balance the constituents of the influent flows. In addition, the water storage created by the Pond 1 Levee will provide a maximized blending effect to prevent algae from growing. This project is critical to efficient operations of the plant.

The Wastewater Treatment Plant Pond 1 Levee project was scheduled for completion in Fiscal Year 2017-2018. However, due to the high bids, low turnout of bidders, and weather concerns, the project was postponed and planned for construction this summer.

The WWTP Pond 1 Levee project consists of the construction of an earthen levee with a shotcrete surface across an existing shotcrete lined wastewater pond. More specifically, it includes excavation, embankment, removal of the existing shotcrete liner, HDPE pipes and fittings, gate valve assemblies, concrete headwalls, placement of shotcrete liner, concrete pedestal supports and various other items of work.

On March 26, 2018, the City advertised for bids through the City's website, CIPLIST website, through local contractor's and builder's exchanges and direct solicitation to local contractors. A total of 11 prime contractors and 9 builder's exchanges registered to receive the bid documents. The bids were due on April 17, 2018 at City Hall at 2:00 p.m.

The City received four bids for the construction of the project. Staff reviewed the bids and determined that bidders were responsible and submitted responsive bids:

| Bidder's Name | Base Bid Amount |
|-------------------------------------|------------------------|
| Diamond D General Engineering, Inc. | \$168,996 |
| Sierra National Construction, Inc. | \$192,725 |
| Lorang Brothers Construction, Inc. | \$193,337 |
| Cunningham Excavation, Inc. | \$213,603 |

The lowest bid of \$168,996 included a discrepancy between the unit prices and totals. According to the instructions to bidders, the unit prices shall prevail. The revised lowest bid is \$168,988. This significantly exceeds the project's estimated budget of \$125,000. However, staff recommends awarding the construction contract to the lowest bidder because this is the second time the project was bid and the current bid results are similar to those received in November 2017, which were \$188,725 and \$195,050.

Diamond D General Engineering, Inc. has been determined to be the lowest responsible, responsive bidder. Based on the critical function of the proposed permanent influent levee, staff is recommending Council approve the contract with Diamond D General Engineering, Inc.

FISCAL IMPACT:

The Fiscal Year 2017-2018 Amended Budget includes a \$125,000 estimate for the construction of an earthen levee with shotcrete. During the design phase of the project, it was determined pipe extensions from the existing headworks, gate valves to control the influent flow, and an equalization valve system to equalize the pond when needed are essential for utilization and operational purposes. Also, the initial estimate just to construct the levee was low and did not include any design, inspection or administration costs associated with the project.

Staff is recommending that Council award the contract, plus a 10% contingency, and the construction management and inspection costs of \$21,000. The total estimated cost to construct and inspect the Project is \$206,887 from Fund 560.

ATTACHMENTS:

1. Resolution 29-2018

City of Colfax

City Council

Resolution № 29-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH DIAMOND D GENERAL ENGINEERING, INC. FOR CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT POND 1 LEVEE PROJECT IN THE AMOUNT OF \$168,988 WITH A CONTINGENCY OF UP TO \$16,899; AND, AUTHORIZING THE CITY MANAGER TO ENGAGE COASTLAND ENGINEERING TO PERFORM CONSTRUCTION MANAGEMENT AND INSPECTION OF THE PROJECT IN AN AMOUNT NOT TO EXCEED \$21,000. RISING SUN ROAD PAVEMENT RESURFACING PROJECT, DESIGN AND BID APPROVAL.

WHEREAS, the City of Colfax allocated \$125,000 in the Fiscal Year 2017-2018 Amended Budget for the completion of the Wastewater Treatment Plant Pond 1 Levee Project ("Project"); and

WHEREAS, on March 26, 2018, the project advertised on the City's website, the CIPList website, direct solicitation and as well through local contractor's builder's exchanges; and,

WHEREAS, on April 17, 2018, bids from four (4) contractors were received and publicly read aloud; and,

WHEREAS, the lowest responsible and responsive bidder was determined to be Diamond D General Engineering, Inc. with a bid amount of \$168,988; and,

WHEREAS, the total project cost including the Base Bid, plus a 10 % contingency, and construction management and inspection costs of \$21,000 are estimated to be \$206,899 which is \$81,899 over the adopted remaining budget; and,

WHEREAS, City Staff has determined that the Project is necessary for the proper and efficient operation of the wastewater treatments plant.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax hereby:

1. Authorizes the City Manager to execute a contract with Diamond D General Engineering, Inc. for construction of the Wastewater Treatment Plant Pond 1 Levee Project in the amount of \$168,988 with a contingency of up to \$16,899; and,

2. Authorizes the City Manager to engage Coastland Engineering to perform construction management and inspection of the project in an amount not to exceed \$21,000. Rising Sun Road Pavement Resurfacing Project, Design and Bid Approval.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 25th day of April 2018, by the following vote of the Council:

AYES:

NOES:

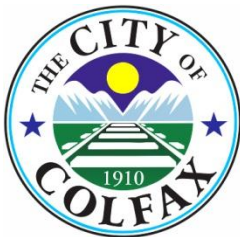
ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 25, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Dane Schilling, City Engineer; Jonathan Vaughan, Assistant Engineer
DATE: April 18, 2018
SUBJECT: 2018 ADA Improvements Project, Design Approval and Bid Authorization

| | | | | | | | |
|--------------------------|-----|-------------------------------------|--------|--------------------------|-----------|------------------|----------------|
| <input type="checkbox"/> | N/A | <input checked="" type="checkbox"/> | FUNDED | <input type="checkbox"/> | UN-FUNDED | AMOUNT: \$27,000 | FROM FUND: 217 |
|--------------------------|-----|-------------------------------------|--------|--------------------------|-----------|------------------|----------------|

RECOMMENDED ACTION: Discuss and consider adopting Resolution 30-2018 approving the design for the City of Colfax 2018 ADA Improvements Project and authorizing the City Manager to advertise for construction bids.

SUMMARY:

The City of Colfax adopted an ADA Self-Evaluation and Transition Plan (Transition Plan) on June 21, 2017, to comply with Title II of the Americans with Disabilities Act of 1990. The Transition Plan is an on-going process intended to adapt as compliance standards change over time, as agencies remove barriers to persons with disabilities and as specific needs from the community are identified. The majority of the City’s parking areas, sidewalks, curb ramps and crosswalks do not meet current ADA standards. In order to resolve these ADA deficiencies, the City has allocated funds for ADA improvements in accordance with the priorities listed in the Transition Plan. Since the public commonly uses public parking and sidewalks in the vicinity of public facilities, improvements to the ADA parking stall in front of City Hall, other curb ramps in the vicinity of City Hall, the post office, library and other public facilities in the downtown area are designated the highest priority.

Coastland Engineering has developed a design to improve these areas as denoted in the attached design sheets. The scope of work for the 2018 ADA Project includes: removing and replacing the handicap parking stall in front of City Hall, placing truncated domes (yellow panels with bumps) on the NW corner of South Main Street and Church Street, and constructing a sidewalk ramp at the alley in front of Colfax Motorsports on Church Street. Construction is anticipated in the summer of 2018.

FISCAL IMPACT:

The City has budgeted \$27,000 in Fiscal Year 2017-2018 for the design, construction and inspection of ADA projects. The goal of the 2018 Project will be to construct as many improvements as possible within the adopted budget.

| | |
|--|------------------------------------|
| Budget: | \$27,000 |
| <u>Estimated Project Expenses:</u> | |
| Project Management & Design | \$3,600 |
| Construction | \$22,400 (See Priority List Below) |
| Inspection | \$1,000 |
| Estimated Expenses | \$27,000 |
| <u>Estimated Construction Costs</u> | |
| <u>(Prioritized):</u> | |
| 1. Handicap Parking Stall | \$18,500 |
| 2. Truncated Domes | \$1,000 |
| 3. Motorsports Sidewalk Ramp | \$5,500 |

ATTACHMENTS:

1. Resolution 30-2018
2. Design of 2018 ADA Improvements

City of Colfax

City Council

Resolution № 30-2018

APPROVING THE DESIGN FOR THE CITY OF COLFAX 2018 ADA IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR CONSTRUCTION BIDS

WHEREAS, the City of Colfax adopted an ADA Self-Evaluation and Transition Plan on June 21, 2017, to comply with Title II of the American with Disabilities Act of 1990; and,

WHEREAS, the City's ADA Self-Evaluation and Transition Plan identifies access to public facilities such as City Hall, the post office and library as the highest priority; and

WHEREAS, the adopted FY 2017-2018 Budget includes \$27,000 for the design, construction, inspection and administration of ADA improvements; and

WHEREAS, Coastland Civil Engineering has produced engineering design drawings and specifications for public bidding and construction of the following locations: public parking at City Hall, the pedestrian ramps at the northwesterly corner of Main Street, and the pedestrian ramp in front of Colfax Motorsports; and

WHEREAS, City Staff recommends advertising the 2018 ADA Improvements Project for construction bids.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax approves the design of the City of Colfax ADA Transition Plan 2018 Project and authorizes the City Manager to advertise for construction bids.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 25th day of April 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

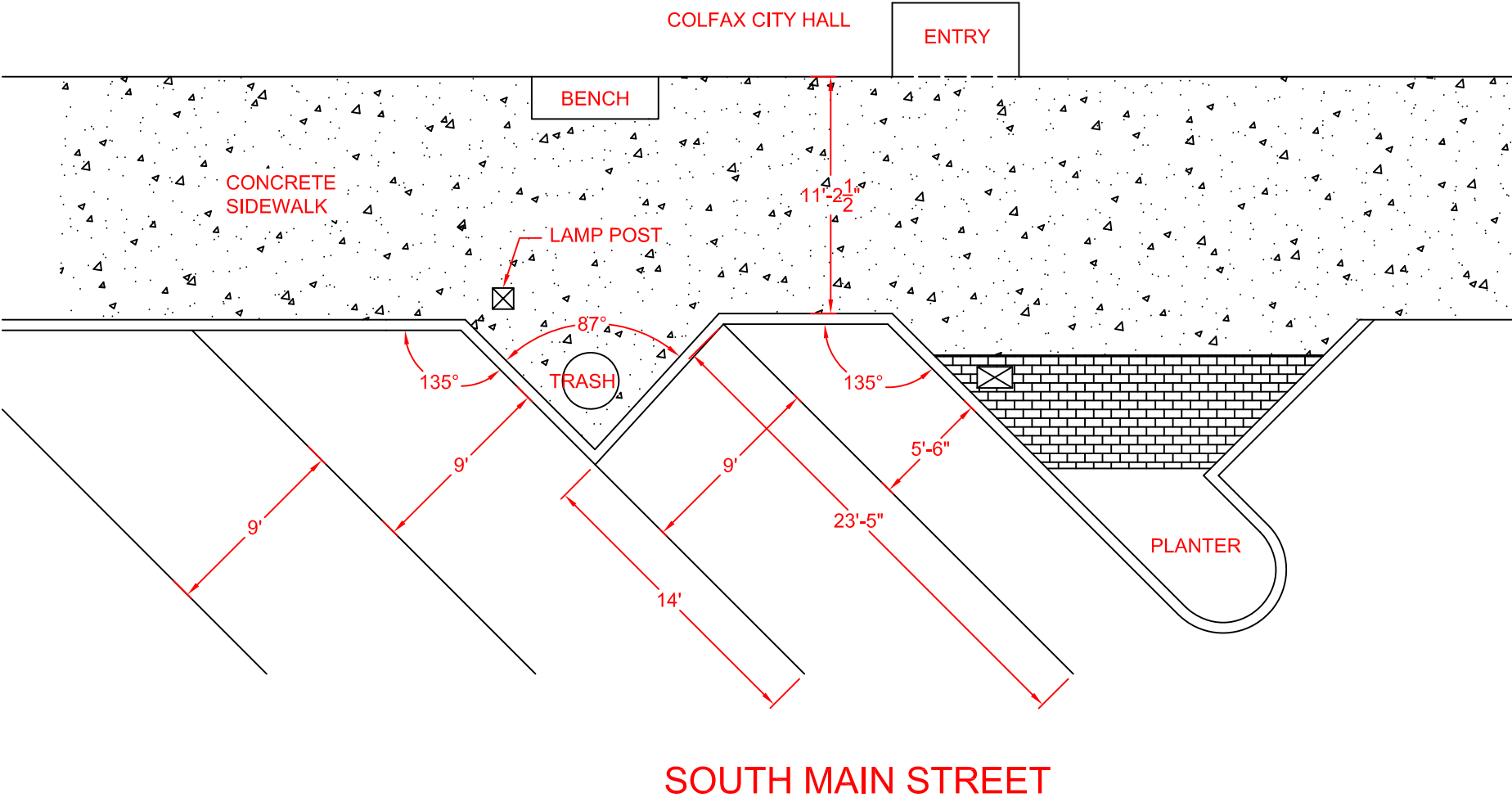
ABSENT:

Will Stockwin, Mayor

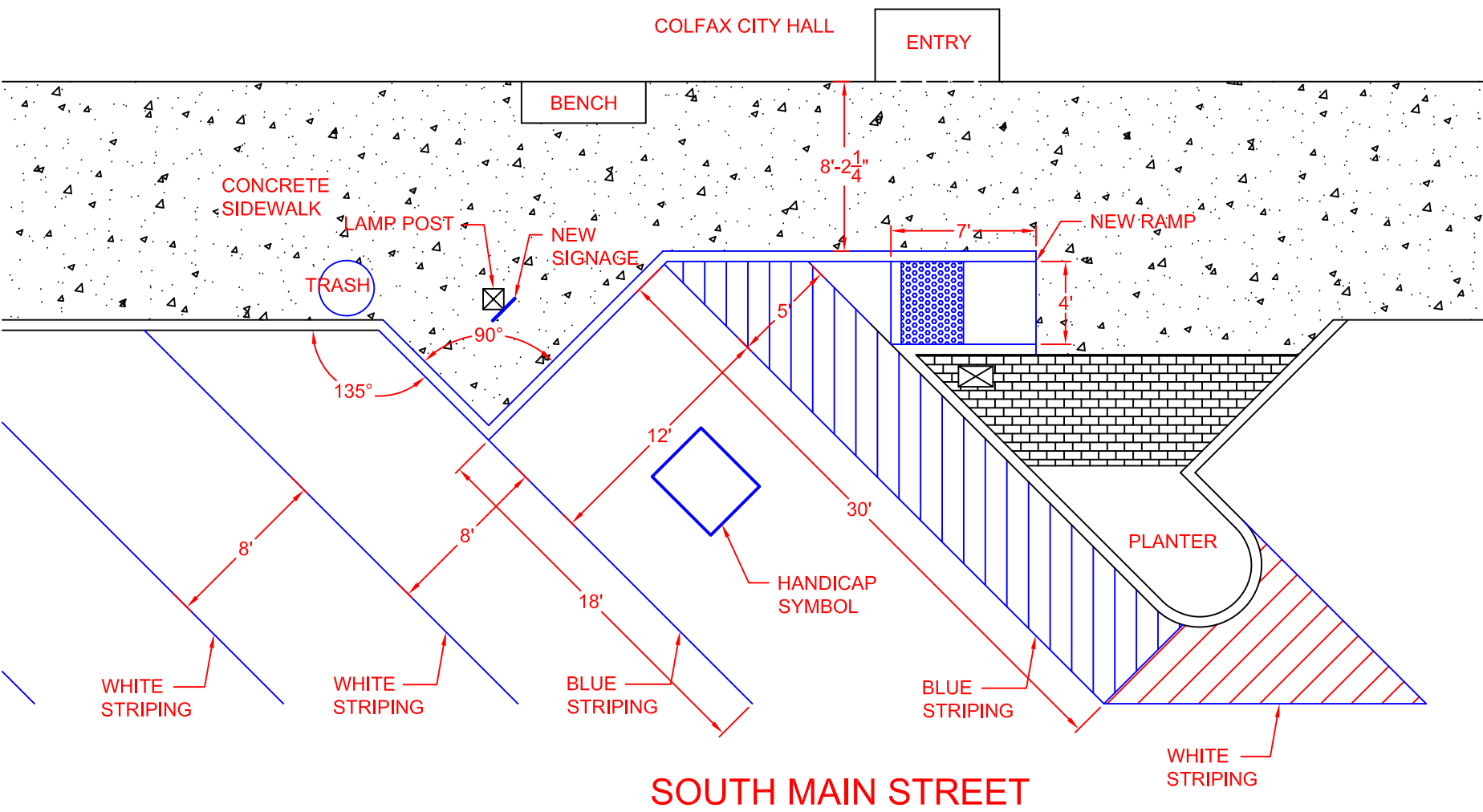
ATTEST:

Lorraine Cassidy, City Clerk

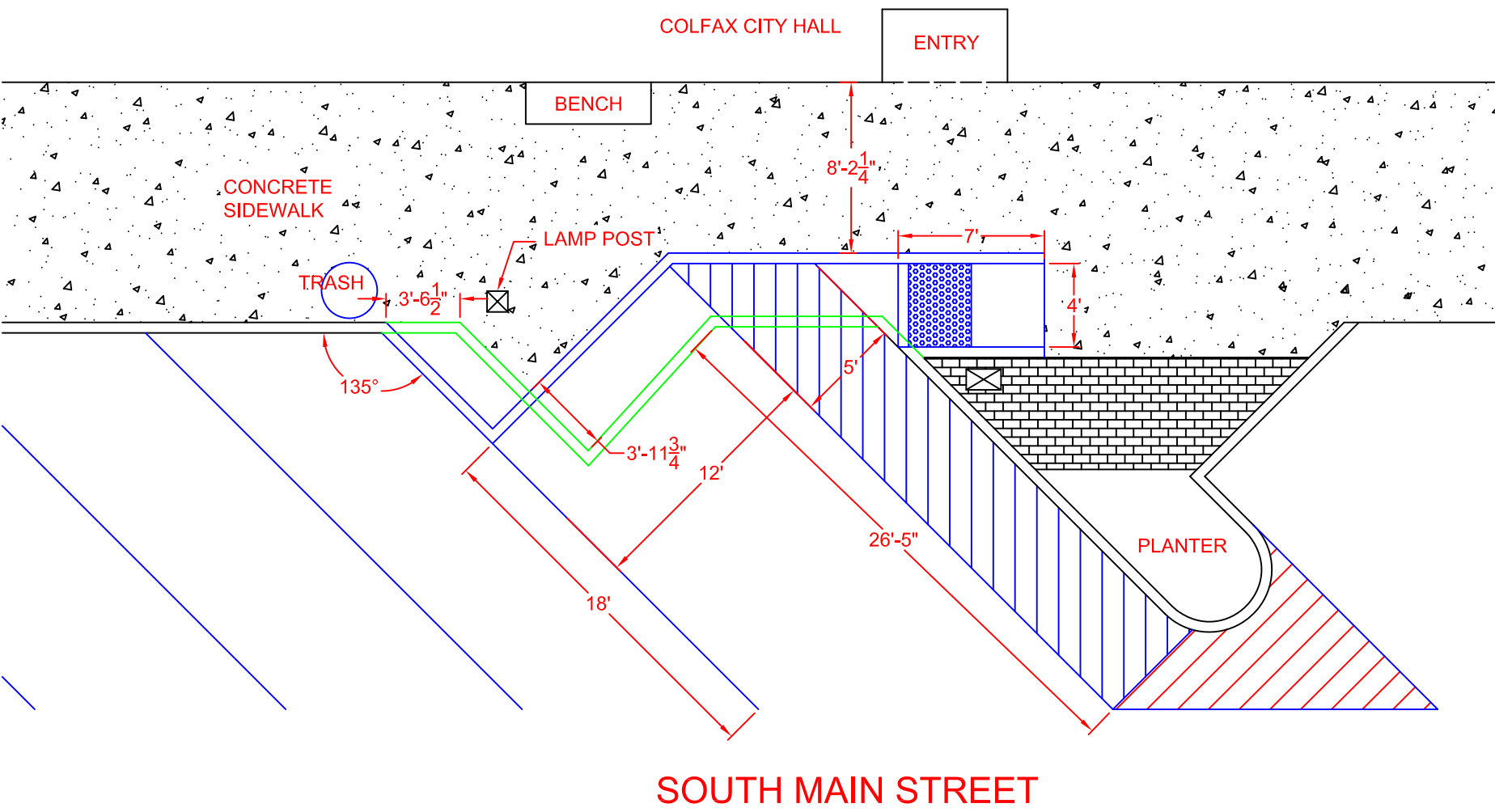
CITY HALL EXISTING ADA PARKING



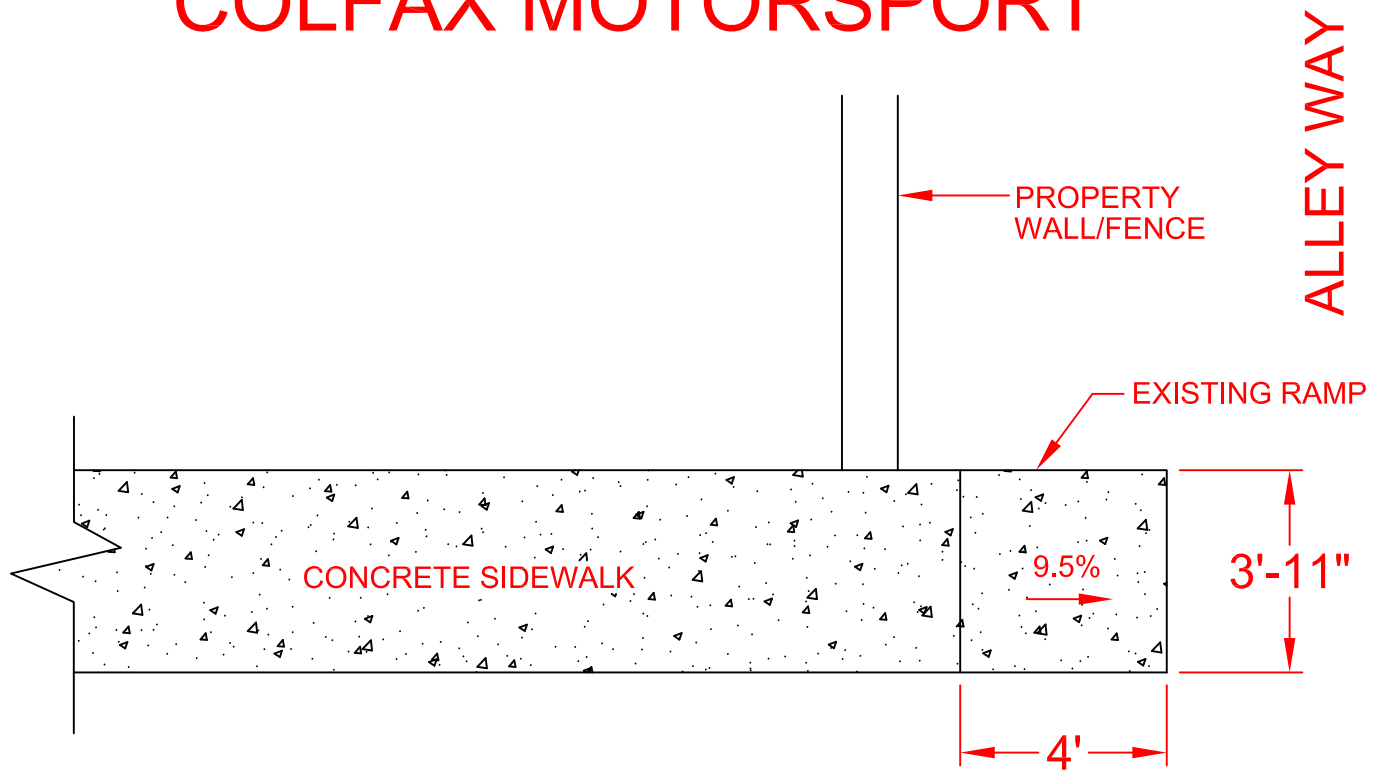
CITY HALL NEW ADA PARKING



CITY HALL OVERLAP EXISTING AND NEW

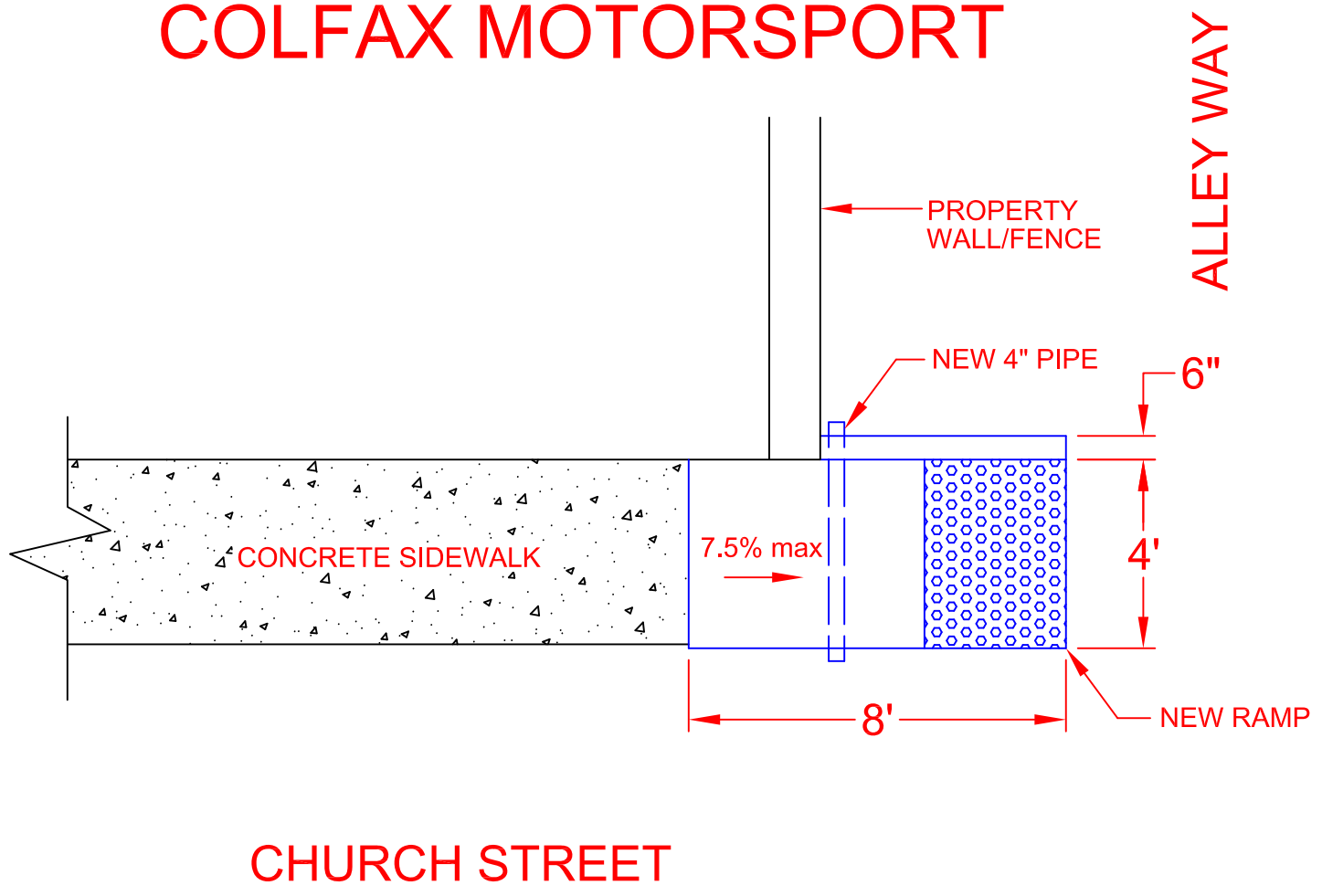


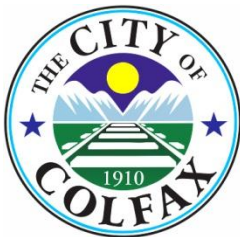
EXISTING RAMP COLFAX MOTORSPORT



CHURCH STREET

NEW CONSTRUCTION RAMP COLFAX MOTORSPORT





STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 25, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
SUBJECT: USDA – Rural Development Community Facilities Grant

N/A FUNDED UN-FUNDED AMOUNT: \$30,000 FUND: 292

RECOMMENDED ACTION: Adopt Resolution 31-2018 accepting the United States Department of Agriculture (USDA) – Rural Development Community Facilities Grant for purchase of new City Rescue Vehicle and Wildland Fire Protection Equipment.

DISCUSSION AND SUMMARY:

City Staff has applied for grant funding under the USDA Rural Development Community Facilities Direct Loan & Grant Program. This program funding can be used to purchase, construct, and/or improve essential community facilities, purchase equipment and pay related project expenses. The City applied under the Public Safety Services category for grant funding for the purchase of the new City Fire Rescue vehicle and the purchase of Wildland Fire Protection Equipment. Note: The Wildland Fire Protection Equipment is also partially funded by the CalFire Volunteer Fire Assistance (VFA) Grant Program. Total project costs and funding sources are reflected below:

| Project Cost | | |
|------------------------------------|--------------|-------------------|
| Rescue Vehicle | | \$ 177,828 |
| Wildland Fire Protection Equipment | | \$ 36,310 |
| | Total | \$ 214,138 |
| Source of Funds | | |
| City | | \$ 165,418 |
| USDA Grant | | \$ 30,000 |
| CalFire VFA Grant | | \$ 18,720 |
| | Total | \$ 214,138 |

The City has received notification from USDA that the City application for \$30,000 has been funded. Council must formally approve acceptance of the funds.

ATTACHMENTS:

1. Resolution 31-2018
2. USDA Form 3570-3 – Community Facilities Grant Agreement

City of Colfax

City Council

Resolution № 31-2018

ACCEPTING THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) – RURAL DEVELOPMENT COMMUNITY FACILITIES GRANT FOR PURCHASE OF NEW CITY RESUCE VEHICLE AND WILDLAND FIRE PROTETION EQUIPMENT

BEFORE THE CITY COUNCIL OF THE CITY OF COLFAX COUNTY OF PLACER, STATE OF CALIFORNIA

IN THE MATTER OF Resolution Number: 31-2018 Accepting the United States Department of Agriculture (USDA) Rural Development Community Facilities Grant # 04-031-0946000313 Fund CODE 00.

BE IT RESOLVED by the City Council of the City of Colfax that said City does hereby accept the USDA Community Facilities Grant Award as documented on Form 3570-3 up to and no more than the amount of \$30,000.00.

BE IT FURTHER RESOLVED that the City Manager of the City of Colfax be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the City of Colfax.

THE FOREGOING RESOLUTION WAS DULY PASSED AND ADOPTED by the City Council of the City of Colfax, at a regular meeting thereof, held on the 25th day of April 2018 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

-----**CERTIFICATION OF RESOLUTION**-----

ATTEST:

I Lorraine Cassidy, City Clerk of the City of Colfax, County of Placer, California, do hereby certify that this is a true and correct copy of the original Resolution Number XX-2018.

WITNESS MY HAND OR THE SEAL OF THE City of Colfax, on this 26th day of April 2018.

Lorraine Cassidy, City Clerk

Form RD 3570-3
(Rev. 5-99)

Form Approved
OMB No. 0575-0173

**United States Department of Agriculture
Rural Housing Service**

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated 04-10-2018, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____ Colfax, City of _____

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as Fire Engine and Equipment Purc The principal amount of the grant is \$ 30,000.00 (Grant Funds) which is 14.0100 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ 214,138.00 Grantee is able to finance and has committed \$ 184,138.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0173. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 3570-3

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Grantee agrees that Grantee will:

- A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;
- B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:
1. A comparison of actual accomplishments to the objectives established for that period;
 2. Reasons why established objectives were not met;
 3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
 4. Objectives and timetables established for the next reporting period.
- C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;
- D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;
- E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;
- F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;
- G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

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H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

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(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

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Page 5

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

ANY AND ALL EQUIPMENT ACQUIRED, IMPROVED, PURCHASED OR REPAIRED WITH USDA GRANT FUNDS

2017 Dodge 5500, 4 door, 4 Wheel Drive, with 12 foot Rescue Box

Wild land fire fighting equipment:

NFPA 1977 Wild land PPE

Hand-held radios

Fire Shelter

+

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

Form RD 3570-3

Page 6

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$30,000.00 which it will advance to Grantee to meet not to exceed 14.0100 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

Wes Heathcock, City Manager

and attested with its corporate seal affixed (if applicable) by

Attest:

By

(Title)

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

(Name)

(Title)