



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

November 14, 2018

Closed Session 6:00 PM

Regular Session 7:00 PM

1. CLOSED SESSION

- 1A. **Call Closed Session to Order**
- 1B. **Roll Call**
- 1C. **Public Comment on Closed Session Items**
- 1D. **Closed Session**
 - 1) Conference With Legal Counsel - Existing Litigation Pursuant To Government Code Section 54956.9(d)(1): People of The State Of California vs Church of Modern Medicine, Placer County Superior Court Case # SCV41724.
 - 2) Public Employment and Public Employee Performance Evaluation pursuant to Government Code Section 54957. Position Title: City Manager

2. CALL TO ORDER

- 2A. **Call Open Session to Order**
- 2B. **Report from Closed Session**
- 2C. **Pledge of Allegiance**
- 2D. **Roll Call**
- 2E. **Approval of Agenda Order**

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

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

3. PRESENTATION

- 3A. **PG&E – Community Wildfire Safety Program**
Brandon Sanders, Sierra Division Public Affairs
- 3B. **Concert Venue at Closed Landfill – Canyons Theatre Project**
Greg Flessing and Lorin Starla, Fresh Air Media

4. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

- 4A. **Minutes – Regular meeting October 10, 2018**
Recommendation: Approve the Minutes of the Regular Meeting of October 10, 2018.
- 4B. **Cash Summary Report – September 2018**
Recommendation: Accept and file.
- 4C. **Quarterly Investment Report: Ending September 30, 2018.**
Recommendation: Receive and file.
- 4D. **Agreements for Federal Transportation Funds for the Rising Sun Paving Project**
Recommendation: Adopt Resolution 62-2018 authorizing the City Manager to execute a Program Supplement Agreement and Finance letters for the Rising Sun Paving Project under the Master Agreement Administering Agency State Agreements for Federal-Aid Projects.



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

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4E. Local Transportation Funds and State Transit Assistance Funds

Recommendation: Adopt Resolution 63-2018 authorizing the City Manager to file claims or execute agreements for: Local Transportation Funds in the amount of \$118,552 for streets and roads purposes (Article 8 – Section 99400 of the California Public Utilities Code), Local Transportation Funds of \$101, for transit services (Article 8c, Section 99400C of the California Public Utilities Code), and State Transit Assistance Funds of \$14,274 for transit services (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).

4F. 2018 ADA Improvements Project – Notice of Completion

Recommendation: Adopt Resolution 64-2018 accepting the 2018 ADA Improvements Project as complete and authorizing the recording of the Notice of Completion.

4G. Pond I Project – Notice of Completion

Recommendation: Adopt Resolution 65-2018 accepting the Wastewater Treatment Plant Pond 1 Levee Project as complete and authorizing the recording of the Notice of Completion.

4H. Shade Structure for Lions Ball Park Bleachers.

Recommendation: Adopt Resolution 66-2018 approving the purchase and installation by Ross Recreation Equipment for shade structures over the Lions Ball Park Bleachers in an amount not to exceed \$56,000.

4I. Fire Equipment Grant Acceptance

Recommendation: Adopt Resolution 66-2018 approving the Department of Forestry and Fire Protection Agreement required by CalFire as a condition to receiving grant funds in the amount of \$3,970 for the Grant application for the 2018/ 19 Fiscal Year.

4J. Acceptance of Real Property for S. Auburn St and I-80 Roundabout Project (Federal Aid Project CML-5187(010))

Recommendation: Adopt Resolution 67-2018 authorizing the City Manager to accept real property and execute right-of-way certifications associated with the South Auburn Street and Interstate 80 Roundabout Project.

5. PUBLIC HEARINGS

NOTICE TO THE PUBLIC: City Council will take the following actions when considering a matter scheduled for hearing:							
1. Open the public hearing	2. Presentation by staff						
3. Statement from applicant (if applicable)	4. Council comments and questions						
5. Accept public testimony	6. Council comments and questions						
7. Close public hearing. (No public comment is taken after the hearing is closed)	8. City Council action						

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

5A. Public Hearing for Vesting Tentative Parcel Map, Master Site Plan Review, Planned Development Permit, Development Agreement and Design Review for an ARCO Service Station for the Maidu Village Development Project

Staff Presentation: Amy Feagans Planning Director

Recommendation: Conduct a public hearing, discuss and consider:

1. Adopting Resolution 68-2018 approving the Mitigated Negative Declaration and the Vesting Tentative Parcel Map, Master Site Plan Review, Planned Development, Design Review; and,
2. Introduction and first reading of Ordinance No. 538 an ordinance of the City of Colfax adopting findings of fact approving a Development Agreement with Colfax Auburn LLC regarding the development of the Maidu Village property generally located on South Auburn Street near the intersection of the Interstate Highway 80 on-ramp and off-ramp, and schedule for a second reading and possible adoption at the December 12, 2018 regular meeting; and
3. Adopting Resolution 69-2018 approving the design review for the Arco Service Station at the Maidu Village Development Project.



5B. Mitigation Impact Fees

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Conduct a public hearing, review the annual report, consider public and staff comments, accept report and consider adopting Resolution 70-2018 accepting and approving the Annual AB 1600 Mitigation Fee Report and making findings pursuant to Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Gov C §66000 Et Seq)

5C. Public Hearing for Site Plan Review and Design Review to develop the Whitcomb Avenue Site

Staff Presentation: Amy Feagans, Planning Director

Recommendation: Conduct a public hearing, discuss, and consider adopting Resolution 71-2018 approving the Mitigated Negative Declaration and Application (DSRP-2017-002) Site Plan Review and Design Review for the Whitcomb Avenue property (APN 100-230-013) with an office/ shop and outdoor RV and boat self-storage operation.

6. 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.

7. 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.

7A. Committee Reports and Colfax Informational Items - All Councilmembers

7B. City Operations Update – City staff

7C. Additional Reports – Agency partners

8. COUNCIL BUSINESS

8A. Construction Management and Inspection Services for S. Auburn St. and I-80 Roundabout Project (Federal Aid Project CML-5187(010))

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Discuss and consider adopting Resolution 72-2018 authorizing the City Manager to enter into a consultant services agreement with Psomas for construction management inspection services on the South Auburn Street and I-80 Roundabout Project in an amount not to exceed \$299,085, contingent upon Caltrans approval of the procurement process.

8B. City Engineering Consulting Services

Staff Presentation: Wes Heathcock, City Manager

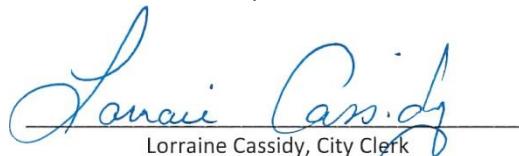
Recommendation: Discuss and consider adopting Resolution 73-2018 authorizing the City Manager to enter into a contract agreement with Bureau Veritas North America, Inc. for City Engineering Services for a term of 3-years with an option for a 2-year extension.

9. 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.

10. 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.



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City of Colfax
City Council Minutes
Regular Meeting of Wednesday, October 10, 2018
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call Closed Session to Order

Mayor Stockwin called the meeting to order at 6:32PM.

1B. Roll Call

Council members present: Douglass, Mendoza, Stockwin

Council member absent: Harvey

1C. Public Comment on Closed Session Items

There was no public comment.

1D. Closed Session

Conference with Legal Counsel – Existing Litigation. Pursuant to Government Code Section 54956.9(d)(1): People of the State of California vs Church of Modern Medicine, Placer County Superior Court Case #SCV41724.

Conference With Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One potential case.

Closed session ended at 6:56PM.

2 OPEN SESSION

2A. Call to Order

Mayor Stockwin called the meeting to order at 7:02PM.

2B. Report from Closed Session

City Attorney Cabral noted there were two items discussed but no reportable actions taken during Closed Session.

2C. Pledge of Allegiance

Fred Abbott, Colfax volunteer Events Liaison, led the Pledge of Allegiance.

2D. Roll Call

Council members present: Douglass, Mendoza, Stockwin

Council member absent: Harvey

2E. Approval of Agenda Order

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

AYES: Douglass, Mendoza, Stockwin

ABSENT: Harvey

3 PRESENTATION

3A. Sierra Oaks Estates - Project Update

Eric Stauss, Project Developer

Mr. Stauss gave a PowerPoint presentation explaining the progress made on Phase I of the Sierra Oaks project which upon completion will add 34 new homes to Colfax. Street paving was recently completed along with preparation of the building pads for the homes. The subdivision has been designed to preserve trees and topography. It is a beautiful site with great views.

Mayor Pro Tem Mendoza asked if there has been feedback from neighbors.

Mr. Stauss stated he has responded to neighbors to resolve issues as soon as possible. Recent complaints of sewer smells have been addressed but the City may need to revisit the design of the City sewer main.

Several members of the public asked questions regarding the size of the homes and amenities in the subdivision.

Mr. Stauss replied the homes will be 2000-3000 square feet; most will have 3 bedrooms/2 bathrooms and a 12x50 foot back deck; the homes will all have solar power and adequate set-back from the forest.

City Manager Heathcock explained the new homes will add 34 utility hook-ups and spread out the sewer obligation per home citywide. Roads in the subdivision will be included in the disbursement matrix and likely will increase Placer County Transportation Planning Agency (PCTPA) disbursements to the City.

4 CONSENT CALENDAR

4A. Minutes - Regular Meeting September 26, 2018

Recommendation: Approve the Minutes of the Regular Meeting of September 26, 2018.

4B. Sierra Oaks Estates Sewer Easements

Recommendation: Adopt Resolution 60-2018 authorizing the City Manager to execute quitclaim deeds for existing sewer easements and accept new deeds for sewer easements for the City's sewer main through the Sierra Oaks Estates Subdivision.

On a motion by Councilmember Douglas, seconded by Mayor Pro Tem Mendoza, the City Council approved the consent calendar.

5 PUBLIC COMMENT

Sharon Conners, area resident

- Ms. Conners asked how the PCTPA funding is distributed.

City Manager Heathcock responded some of the funding goes to public transit and the rest is deposited in the Public Works fund which can be earmarked by Council for road improvement projects. He mentioned that this year, City staff has been able to secure \$4,000,000 in funding for the road projects slated for this fiscal year the majority of which is grant funding.

Jim Dion, Owner of Golden State Patient Care

- Mr. Dion asked if the Council will reinstate his license.

Mayor Stockwin stated the City will issue a temporary 120 day license to Golden State Patient Care. Mr. Dion or a representative can pick up the license during business hours tomorrow.

6 COUNCIL, STAFF, AND OTHER REPORTS

6A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Douglass

- Councilmember Douglass attended the "Meet the Candidates" night and the Harvest Fair at the Sierra Vista Community Center.
- He represented the City on a Public Relations Subcommittee for SACOG, the Placer County Economic Development Board, the Pioneer Energy Board, and the SACOG Board.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza attended the "Meet the Candidates" night, a fire prevention meeting at Canyon View Senior Apartments and the Friends of the Library restart meeting.

- She announced a candidate forum to be held at the Canyon View Senior Apartments on October 17, 2018 at 3:30PM.
- Because the pharmacy at Sierra Market has closed, Mayor Pro Tem Mendoza researched to find a pharmacy that will deliver to Colfax. She has contact information if anyone would like it.

Mayor Stockwin

- Mayor Stockwin reiterated City staff will reinstate the temporary business license for Golden State Patient Care for 120 days.
- He also stated commercial cannabis business licenses will not be placed back on the agenda this fall because the October 24, 2018 meeting will not have the full Council in attendance. The November 14, 2018 and December 12, 2018 meetings will take place after the election. As mayor, he feels it is best to allow the new, full Council to deliberate on the merits of commercial cannabis licenses.
- He gave the first rainfall report for the season: The recent storm was 1.2 inches for the new season.

6B. City Operations - City Staff*City Manager Heathcock*

- City Manager Heathcock stated staff is processing the sewer grant application approved by Council at the last meeting and will be asking for \$500,000 for plans and design of projects for solar power at the Wastewater Treatment Plant, algae extraction from the sedimentation ponds, and infrastructure improvements to reduce Inflow and Infiltration. The next phase of grant funding will provide up to \$6,000,000 in funds for construction of those projects.
- Staff has finally been given the official waiver to apply CDBG grant funds to the Culver Street rehab project. PCWA will need to replace the water line in the section of the road. The bidding for construction should be in spring, 2019.
- Coastland Engineering has given notice they will be ending their contract with the City. Staff has advertised for proposals for a new firm. Coastland Engineering, led by City Engineer, Dane Schilling, has graciously extended their time with the City until a new firm can be secured.

6C. Additional Reports - Agency Partners*Fred Abbott, Event Liaison*

- Mr. Abbott shared he is coordinating with the Sierra Vista Community Center board to set the date for Railroad Days in September 2019.
- Next week, he will attend the planning meeting for the Winterfest Fundraiser.

Councilmember Douglass asked if the community calendar is hosted on the City website.

The calendar is hosted on the Chamber website with a link to the City's. The City website is in the process of being updated and the goal is to host the calendar on the new website.

Tim Ryan, Board Member, Colfax Area Chamber of Commerce

- Mr. Ryan stated the Chamber works hard to keep the calendar up to date – please notify them of any upcoming events.
- On Saturday the Chamber will host a flea market as a fundraiser for Winterfest.
- The VFW, American Legion, and Air Med will co-host the next Chamber Mixer at the Veteran's Memorial Hall on October 18, 2018 from 5:30-7:30PM.

- The Chamber is excited to see the genuine enthusiasm of the new Friends of the Library Board.

Mayor Stockwin asked if the Chamber plans to have a fireworks display during Winterfest. Mr. Ryan affirmed the Chamber is working on fundraising and plans to have fireworks.

Sharon Conners and Foxey McCleary, Sierra Vista Community Center

- Ms. Conners reported on the success of recent events at the Sierra Vista Community Center and mentioned some of the upcoming events.
- Ms. McCleary invited everyone to the first Sunday breakfasts at VFW and the Open Studio events on Tuesday and Wednesday afternoons.

7 COUNCIL BUSINESS

7A. Rising Sun Pavement Project (Federal Project No. STPL-5187(011) – Award of Contract

Staff Presentation: Dane Schilling, City Engineer

Recommendation: Discuss and consider adopting Resolution 61-2018 authorizing the City Manager to:

1. Amend the Rising Sun Road Pavement Resurfacing Project (Federal Project № STPL-5187(011)) of the Fiscal Year 2018-2019 Budget to allocate to the Project \$3,500 in revenue from PCWA for utility relocation expenses and to reflect a \$7,100 decrease in Federal funding.
2. Award a construction contract to Central Valley Engineering & Asphalt, Inc. in the amount of \$157,700 and authorize the City Manager to execute change orders up to the amended budget.
3. Authorize the City Manager to engage Coastland Engineering to perform construction management and inspection services not to exceed. \$12,000.

City Engineer Schilling reminded Council this project will include base repairs to Rising Sun from Grass Valley Street to Ben Taylor Road. He is pleased to announce the lowest responsible and responsive bidder gave a bid which is under budget. Staff is asking the Council to approve awarding the contract to Central Valley Engineering.

Councilmember Douglass asked how this project compares to the Grass Valley Street overlay which was done a few years ago.

City Engineer Schilling explained this is a totally different process which removes old paving and replaces with new paving, not just an overlay.

Mayor Stockwin asked if this will improve the bike lane. He also asked how the traffic control will be addressed.

Engineer Schilling replied the contract doesn't include the bike lanes, but the contingency funding could be applied to pave outside the travel lane in some areas. A traffic control plan is required as part of Central Valley's bid. Nevertheless, traffic will be difficult for a few days.

Members of the public, Foxey McCleary, Sharon Conners, Sherri Peterson, Chad Ingersoll and Joe Fatula asked several questions regarding funding and logistics of traffic control.

Engineer Schilling explained Rising Sun was selected for this project because the pavement is at a point where it will deteriorate quickly if not fixed now. Grant funding from State and Federal sources along with Placer County shares of funding were available for this project. Only about \$36,000 will be expensed through the City general fund. The roadway will have restricted access during business hours while the construction crews are working, but at least one lane of traffic will be open.

City Manager Heathcock mentioned Placer County contributed \$100,000 to the overall project costs.

Mayor Pro Tem Mendoza asked if night work is feasible and learned it isn't practicable. Councilmember Douglass remarked there are trees leaning over the roadway that he believes could fall onto the roadway.

On a motion by Mayor Pro Tem Mendoza, and a second by Councilmember Douglass, Council approved Resolution 61-2018.

Ayes: Douglass, Mendoza, Stockwin

Absent: Harvey

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

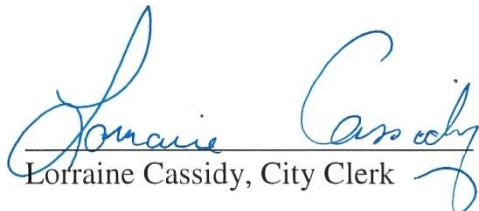
Councilmember Douglass mentioned several people have requested livestreaming of the City Council meetings and he has learned that staff is already looking into the feasibility and costs.

Mayor Stockwin noted members of the historical society have begun the process of restoring and protecting the bull and the bear. The monuments temporarily are shrouded in plastic for protection from the weather.

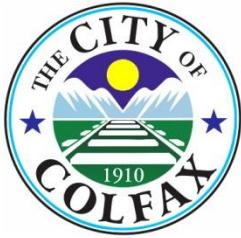
9 ADJOURNMENT

As there was no further business, Mayor Stockwin adjourned the meeting at 8:11PM.

Respectfully submitted to City Council this 14th day of November, 2018



Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: October 3, 2018
SUBJECT: Cash Summary Report: September 2018

<input checked="" type="checkbox"/>	N/A <input type="checkbox"/>	<input type="checkbox"/>	FUNDED <input type="checkbox"/>	UN-FUNDED <input type="checkbox"/>	AMOUNT:	FROM FUND:
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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 September 2018. Monthly highlights include:

- Negative cash fund balances are due to timing of funding allocations and reimbursements.
 - Fund 250 – To be funded by Streets & Roads monies through Placer County Transportation Agency and budgeted fund transfers (100/253). Funding expected in latter part of fiscal year.
 - Capital Projects – All expenditures are anticipated to be reimbursed by grant funds, developer fees, and Special Revenue funds as budgeted.
- Revenues and Expenses for September were generally for normal ongoing monthly operations and did not include any material one time or quarterly revenues and expenditures.
 - Anticipated expenditures for October include quarterly (FY2019 – Q1) payment for Sheriff services (\$169,000) and annual loan payment to State Water Resources Control Board (\$438,000) due by October 31.
 - Quarterly payments to Placer County for Animal Control and Fire Marshall services are behind due to timing of billing by County. We expect to receive invoices for FY2019-Q1 in November.

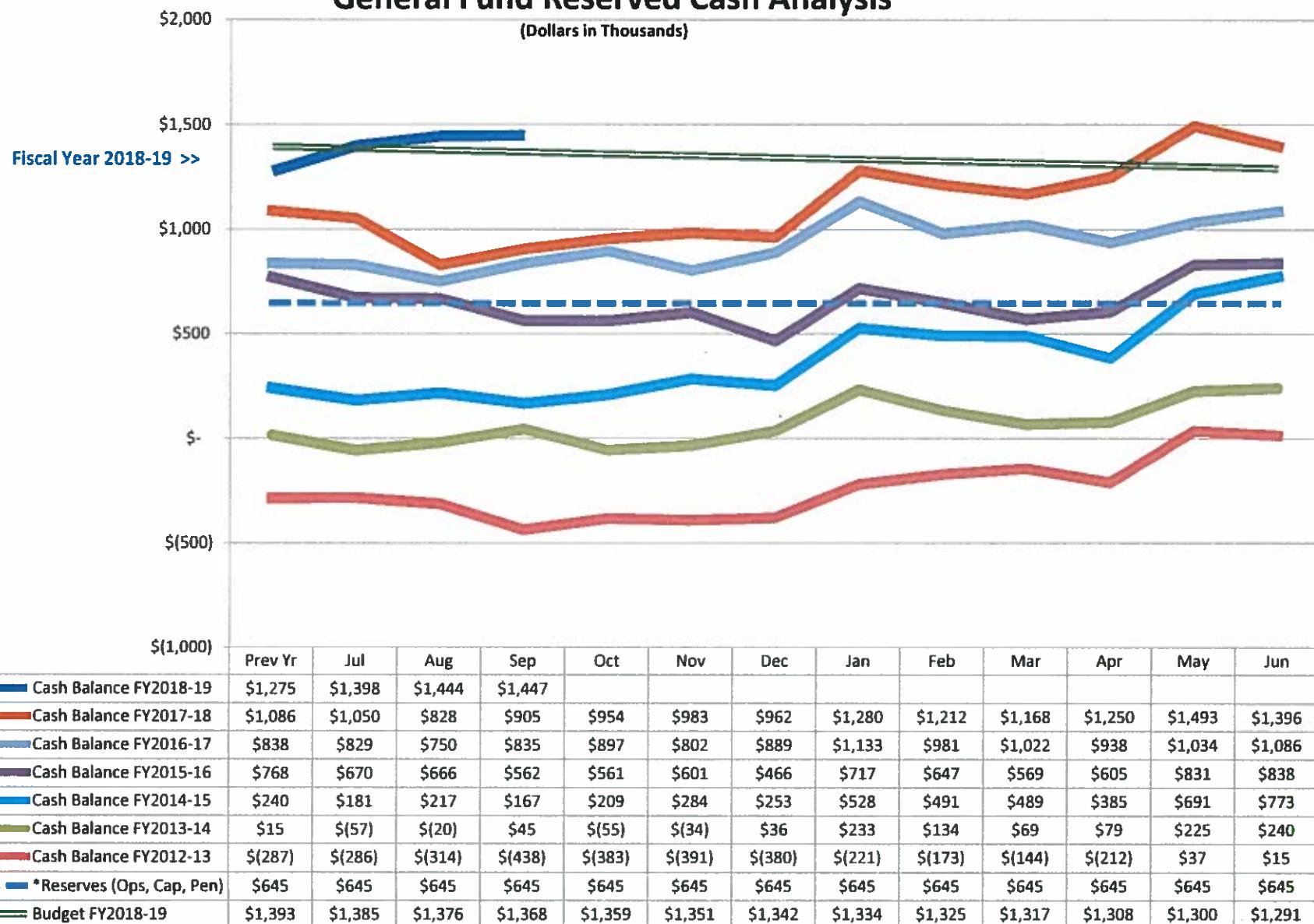
ATTACHMENTS:

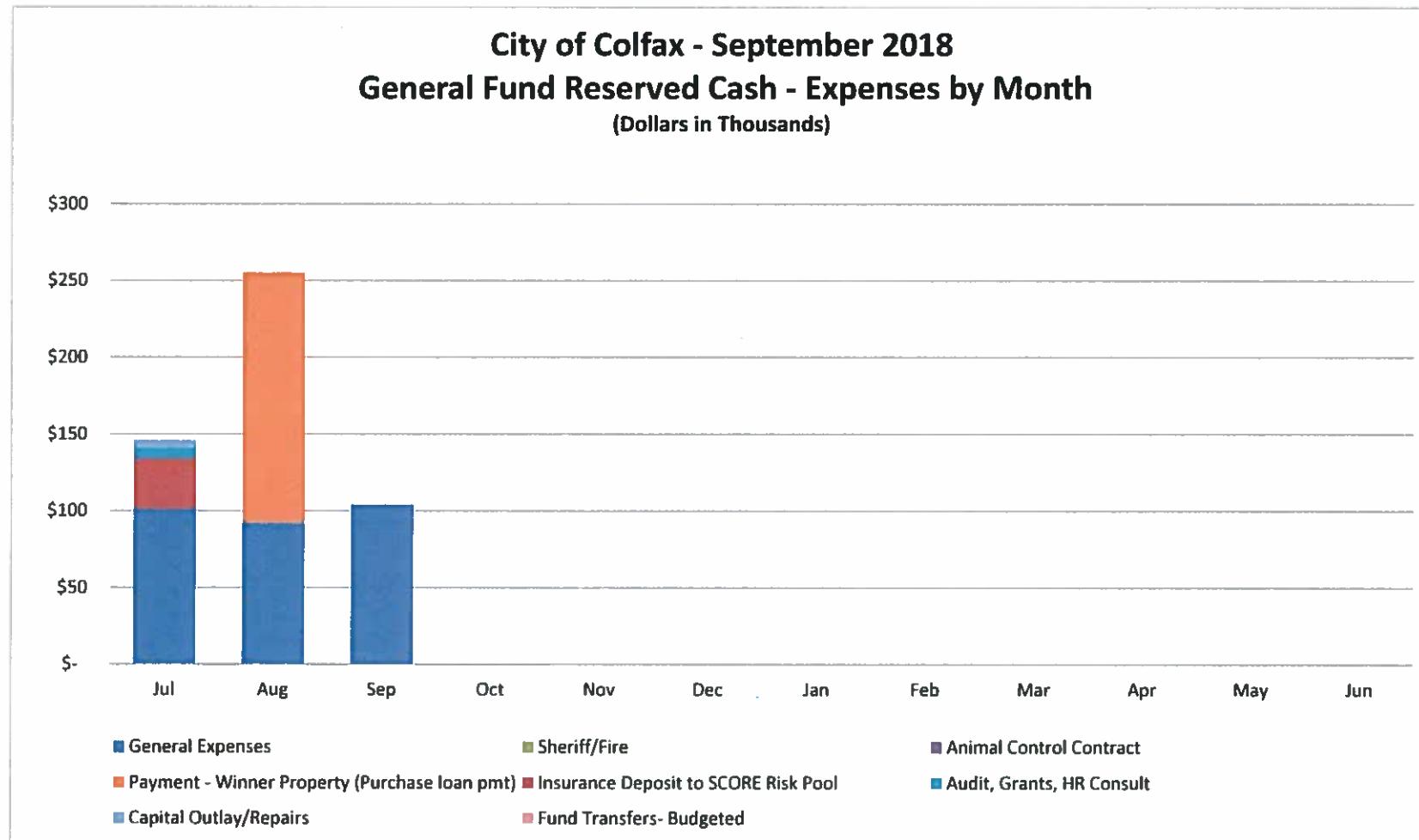
1. General Fund Reserved Cash Analysis Graphs
 - a. Cash Analysis – Balance
 - b. Expenses by Month
 - c. Revenues by Month
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable
 - d. Daily Cash Summary Report (Cash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

City of Colfax - September 2018

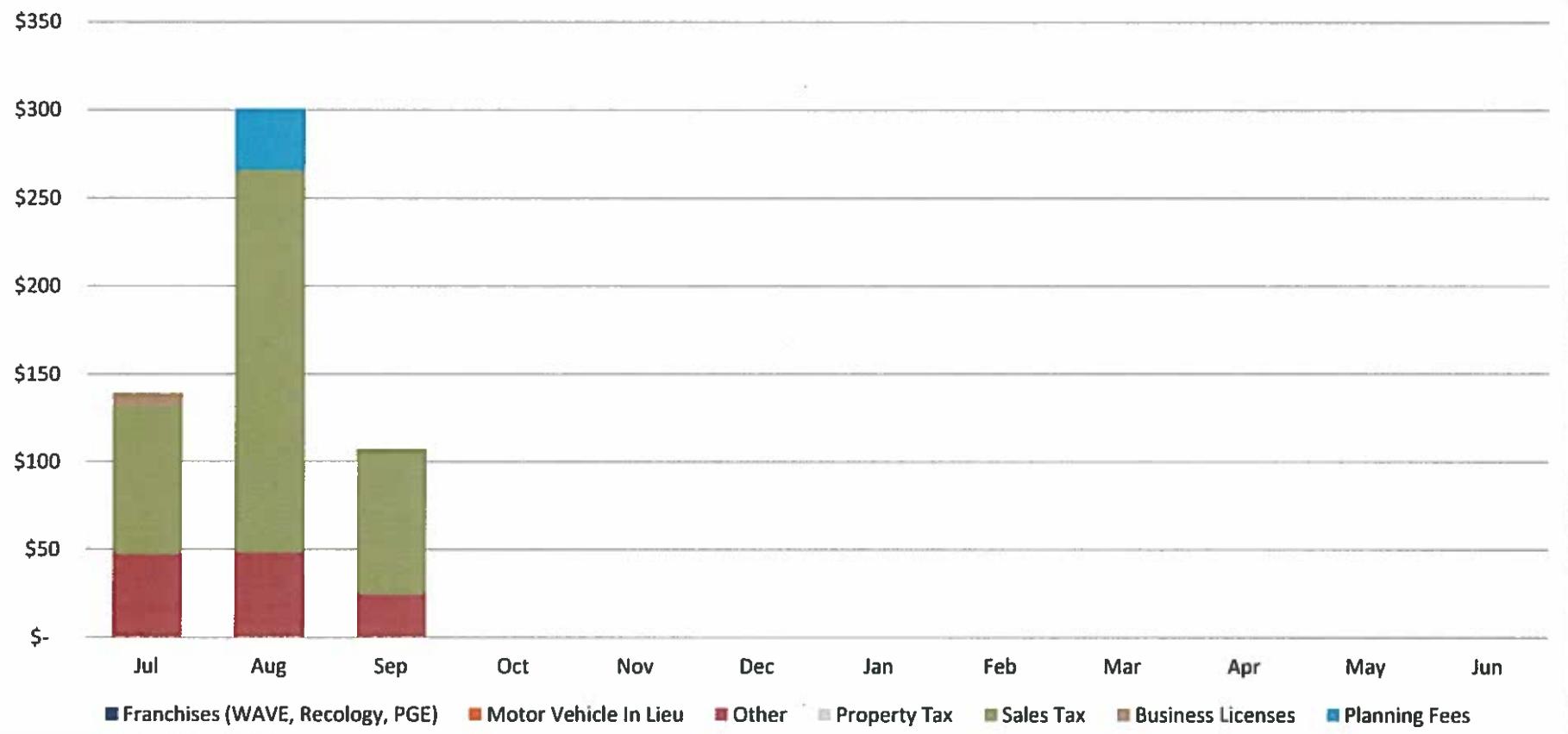
General Fund Reserved Cash Analysis

(Dollars in Thousands)





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



City of Colfax
Cash Summary
September 30, 2018

	Balance 08/31/18	Revenues In	Expenses Out	Transfers	Balance 09/30/2018
US Bank	\$ 654,767.03	\$ 301,821.19	\$ (397,756.86)	\$ (225,000.00)	\$ 333,831.36
LAIF	\$ 4,609,655.78	\$ -	\$ -	\$ 225,000.00	\$ 4,834,655.78
Total Cash - General Ledger	<u>\$ 5,264,422.81</u>	<u>\$ 301,821.19</u>	<u>\$ (397,756.86)</u>	<u>\$ -</u>	<u>\$ 5,168,487.14</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 5,264,722.81</u>	<u>\$ 301,821.19</u>	<u>\$ (397,756.86)</u>	<u>\$ -</u>	<u>\$ 5,168,787.14</u>
Change in Cash Account Balance - Total				<u><u>\$ (95,935.67)</u></u>	

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	\$ (263,524.07)
2. Check Register Report (Accounts Payable)	\$ 103,185.36
3. Cash Receipts - Daily Cash Summary Report	\$ (60,740.29)
Payroll Checks and Tax Deposits	\$ 125,143.33
Utility Billings - Receipts	\$ -
Service Charge/Adj/Voids	\$ -
LAIF Interest	\$ -
	<u><u>\$ (95,935.67)</u></u>

Prepared by: Laurie Van Groningen 10/3/18
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock 10/4/2018
Wes Heathcock, City Manager

City of Colfax
Cash Transactions Report - September 2018

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,526,168.26	\$ 107,111.00	\$ (78,389.85)	\$ 1,554,889.41
Fund: 120 - Land Development Fees	\$ 40,351.60	\$ -	\$ (26,047.85)	\$ 14,303.75
Fund: 570 - Garbage Fund	\$ (122,225.03)	\$ -	\$ -	\$ (122,225.03)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,444,294.83	\$ 107,111.00	\$ (104,437.70)	\$ 1,446,968.13
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ 8,892.00	\$ -	\$ (20,292.00)	\$ (11,400.00)
Fund: 205 - Escrow Funds	\$ 221,622.22	\$ 4.54	\$ -	\$ 221,626.76
Fund: 571 - AB939 Landfill Diversion	\$ 28,117.26	\$ -	\$ -	\$ 28,117.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 783,914.14	\$ -	\$ (4,908.76)	\$ 779,005.38
Fund Type: 1.14 - General Fund - Restricted	\$ 1,042,545.62	\$ 4.54	\$ (25,200.76)	\$ 1,017,349.40
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ -	\$ -	\$ -	\$ -
Fund: 211 - Mitigation Fees - Drainage	\$ 3,111.75	\$ -	\$ -	\$ 3,111.75
Fund: 212 - Mitigation Fees - Trails	\$ 43,594.17	\$ -	\$ -	\$ 43,594.17
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 68,424.86	\$ -	\$ -	\$ 68,424.86
Fund: 214 - Mitigation Fees - City Bldgs	\$ -	\$ -	\$ -	\$ -
Fund: 215 - Mitigation Fees - Vehicles	\$ -	\$ -	\$ -	\$ -
Fund: 217 - Mitigation Fees - DT Parking	\$ 22,040.89	\$ -	\$ -	\$ 22,040.89
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ -	\$ -
Fund: 244 - CDBG Program Inc - ME Lending	\$ 204,716.98	\$ 1,000.00	\$ -	\$ 205,716.98
Fund: 250 - Streets - Roads/Transportation	\$ (39,148.20)	\$ 204.00	\$ (17,757.02)	\$ (56,701.22)
Fund: 253 - Gas Taxes	\$ 11,381.56	\$ 3,397.56	\$ (1,410.91)	\$ 13,368.21
Fund: 270 - Beverage Container Recycling	\$ 18,199.49	\$ -	\$ -	\$ 18,199.49
Fund: 280 - Oil Recycling	\$ 3,588.46	\$ -	\$ -	\$ 3,588.46
Fund: 292 - Fire Department Capital Funds	\$ 31,165.55	\$ 250.00	\$ -	\$ 31,415.55
Fund: 342 - Fire Construction - Mitigation	\$ 2,478.57	\$ -	\$ -	\$ 2,478.57
Fund: 343 - Recreation Construction	\$ 2,479.03	\$ -	\$ -	\$ 2,479.03
Fund Type: 1.24 - Special Rev Funds - Restricted	\$ 372,033.11	\$ 4,851.56	\$ (19,167.93)	\$ 357,716.74
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ (737.50)	\$ -	\$ (1,450.00)	\$ (2,187.50)
Fund: 351 - Rising Sun Project	\$ 63,505.77	\$ -	\$ (3,783.40)	\$ 59,722.37
Fund: 355 - CDBG Pavement - Culver	\$ (1,009.43)	\$ -	\$ (12,000.00)	\$ (13,009.43)
Fund: 372 - Church/Railroad CIP	\$ -	\$ -	\$ -	\$ -
Fund: 385 - Roundabout	\$ (187,440.24)	\$ -	\$ (38,590.91)	\$ (226,031.15)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (125,681.40)	\$ -	\$ (55,824.31)	\$ (181,505.71)
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 1,039,845.10	\$ 78,345.59	\$ (118,903.81)	\$ 999,286.88
Fund: 561 - Sewer Liftstations	\$ 334,843.11	\$ 13,835.02	\$ (13,482.06)	\$ 335,196.07
Fund: 563 - Wastewater Treatment Plant	\$ 582,030.38	\$ 36,752.07	\$ -	\$ 618,782.45
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	\$ 530,876.62	\$ 27.28	\$ -	\$ 530,903.90
Fund Type: 2.11 - Enterprise Funds - Unassigned	\$ 2,530,922.97	\$ 128,959.96	\$ (132,385.87)	\$ 2,527,497.06
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 307.68	\$ 60,894.13	\$ (60,740.29)	\$ 461.52
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 307.68	\$ 60,894.13	\$ (60,740.29)	\$ 461.52
Grand Totals:	\$ 5,264,422.81	\$ 301,821.19	\$ (397,756.86)	\$ 5,168,487.14

Check Register Report

ITEM 4B

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Date: 10/26/2018

Time: 9:25 am

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							
53883	09/05/2018	Reconciled		01448	AMERIGAS - COLFAX	DEPOT TANK RENTAL	112.61
53884	09/05/2018	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVCS AUG 2018	668.20
53885	09/05/2018	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS JULY 2018	5,440.00
53886	09/05/2018	Reconciled		3190	C.C.A.N.	PHASE I & LIVE SCAN REFUND	6,450.00
53887	09/05/2018	Reconciled		03540	COLFAX LIONS CLUB	CAR SHOW EVENT REFUND	100.00
53888	09/05/2018	Reconciled		04220	DC FROST ASSOCIATES, INC.	WWTP UV SUPPLIES	1,790.06
53889	09/05/2018	Printed		04525	DION, JAMES	PHASE 1 & LIVE SCAN REFUND	4,155.00
53890	09/05/2018	Reconciled		07200	GENERAL PLUMBING SUPPLY	SPLASH PARK RESTROOM RPR	93.79
53891	09/05/2018	Reconciled		07570	GRAINGER	WWTP SUPPLIES	351.80
53892	09/05/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	245.60
53893	09/05/2018	Reconciled		08086	HBE RENTALS	ST SIGNS BREAKER RENTAL	40.00
53894	09/05/2018	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 8/25/18	859.65
53895	09/05/2018	Printed		19313	JH INVESTMENT HOLDINGS	LIVE SCAN FEE REFUND	918.00
53896	09/05/2018	Reconciled		10510	JOSEPH SCHWIND	RIDING MOWER RPR	100.00
53897	09/05/2018	Reconciled		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING	1,020.00
53898	09/05/2018	Printed		25219	MATTHEW ZBERG	PHASE 1 & LIVE SCAN REFUND	4,614.00
53899	09/05/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	WWTP SUPPLIES	60.90
53900	09/05/2018	Reconciled		14859	OMNIMEANS	ROUNDABOUT ENG AUG 2018	27,828.91
53901	09/05/2018	Reconciled		16300	PCWA -PLACER COUNTY	WATER	2,977.50
53902	09/05/2018	Reconciled		16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS AUG 2018	8,756.10
53903	09/05/2018	Reconciled		16140	PLACER COUNTY AIR POLLUTION	LS #4 EMERGENCY GENERATOR	308.84
53904	09/05/2018	Reconciled		18400	RIEBES AUTO PARTS	STMT 8/31/18	48.70
53905	09/05/2018	Reconciled		19037	SAFE SIDE SECURITY	CORP YARD SECURITY SEPT 2018	95.00
53906	09/05/2018	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 8/22/18	827.38
53907	09/05/2018	Reconciled		21906	UV SUPERSTORE	WWTP LIGHTS	8,335.04
53908	09/05/2018	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS AUG 2018	7,725.00
53909	09/05/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	211.14
53910	09/05/2018	Reconciled		23442	WILLIAMS LIFETIME BUILDERS	PHASE 1 & LIVE SCAN REFUND	4,155.00
53911	09/07/2018	Reconciled		03141	CALPERS	HEALTH PREMIUMS SEPT 2018	9,668.46
53912	09/07/2018	Reconciled		03141	CALPERS	GASB86 REPORTS	700.00
53913	09/12/2018	Printed		01270	ADAMS ASHBY GROUP, INC.	INCOME SURVEY	225.00
53914	09/12/2018	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	197.98
53915	09/12/2018	Reconciled		01500	ANDERSON'S SIERRA	CITY IRRIGATION SUPPLY	193.04
53916	09/12/2018	Reconciled		05120	EDWARDS HEATING & COOLING	CITY HALL THERMOSTAT	66.75
53917	09/12/2018	Reconciled		07200	GENERAL PLUMBING SUPPLY	DEPOT RESTROOM RPR	343.57
53918	09/12/2018	Reconciled		07220	GENERAL WHOLESALE ELECTRIC	CORP YARD LIGHTS	128.23
53919	09/12/2018	Reconciled		07460	GOLD COUNTRY MEDIA	RISING SUN NOTICE TO BIDDERS	743.06
53920	09/12/2018	Reconciled		07465	GOLD MINER PEST CONTROL	FIRE STATION 37 PEST CONTROL	148.00
53921	09/12/2018	Reconciled		08070	HANSEN BROS. ENTERPRISES	BARK FOR DEPOT	21.24
53922	09/12/2018	Reconciled		08086	HBE RENTALS	JACKHAMMER RENTAL	175.00
53923	09/12/2018	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	443.40
53924	09/12/2018	Reconciled		16040	PURCHASE POWER	POSTAGE REFILL	503.50
53925	09/12/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	75.72
53926	09/12/2018	Reconciled		19193	SECURE RECORD MANAGEMENT	SHREDDING SVC	40.00
53927	09/12/2018	Reconciled		19575	SHANNA STAHL	CALPERS CLASS MILEAGE REIMB	46.33
53928	09/12/2018	Reconciled		01790	SIERRA OFFICE PRODUCTS	STMT 9/4/18	269.15
53929	09/12/2018	Reconciled		19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY 10/1-12/31/18	140.52
53930	09/12/2018	Reconciled		22134	VISION QUEST	TECH SUPPORT OCT 2018	1,494.00
53931	09/12/2018	Reconciled		22240	VULCAN MATERIALS COMPANY	ASPHALT	531.09
53932	09/12/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
53933	09/12/2018	Reconciled		23301	WESTERN PLACER WASTE	SLUDGE REMOVAL AUG 2018	517.30
53934	09/20/2018	Printed		1161	49ER WATER SERVICES	JULY 2018 MONTHLY TESTING	2,002.00

Check Register Report

ITEM 4B

Checks Processed Sep 2018

Date: 8 of 10
10/26/2018

Time: 9:25 am

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							
53935	09/20/2018	Reconciled		01500	ANDERSON'S SIERRA	IRRIGATION SUPPLY	1,137.18
53936	09/20/2018	Printed		01650	AQUA SIERRA CONTROLS INC.	WWTP FLOW METER RPR	706.45
53937	09/20/2018	Reconciled		01766	AT&T MOBILITY	CITY CELL PHONES	940.14
53938	09/20/2018	Reconciled		03401	CHOICE BUILDER	OCT 2018 PREMIUMS	938.57
53939	09/20/2018	Printed		06730	COLFAX FARM AND COUNTRY STORE	SUPPLIES	115.77
53940	09/20/2018	Reconciled		07460	GOLD COUNTRY MEDIA	FATULA PUBLIC NOTICE	344.74
53941	09/20/2018	Reconciled		07465	GOLD MINER PEST CONTROL	PEST CONTROL WWTP/LIFT STATION	210.00
53942	09/20/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	554.64
53943	09/20/2018	Printed		08070	HANSEN BROS. ENTERPRISES	CHURCH ST DRAIN RPR	293.95
53944	09/20/2018	Printed		08086	HBE RENTALS	CHURCH ST RPR TOOL RENTAL	58.00
53945	09/20/2018	Printed		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	6,662.38
53946	09/20/2018	Reconciled		08490	HOLDREGE & KULL	WWTP POND 3 STORM DAMAGE	31,069.18
53947	09/20/2018	Reconciled		09455	INLAND BUSINESS SYSTEMS	COPY MACH OVERAGE CHARGES	435.80
53948	09/20/2018	Reconciled		13405	MOTOR ELECTRIC	WWTP SULZER PUMP	4,389.78
53949	09/20/2018	Reconciled		16035	PG&E	ELECTRICITY	19,183.87
53950	09/20/2018	Reconciled		16750	PR DIAMOND PRODUCTS, INC.	PW SAW	924.00
53951	09/20/2018	Reconciled		18407	RIGHT STRIPING	CITY STREET STRIPING	4,010.35
53952	09/20/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	48.33
53953	09/20/2018	Reconciled		09095	JEFF SCOTT	FINAL 2018 BOOT ALLOWANCE PYMT	76.50
53954	09/20/2018	Reconciled		19191	SECO CONTROLS, LLC	WWTP FLOWMETER	3,408.28
53955	09/20/2018	Reconciled		19421	SIERRA TRENCH PROTECTION	MAIN & SCHOOL ST REPAIR	239.00
53956	09/20/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
53957	09/26/2018	Printed		01448	AMERIGAS - COLFAX	SHERIFF DEPT PROPANE	19.00
53958	09/26/2018	Printed		01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	28.74
53959	09/26/2018	Printed		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS AUG 2018	5,780.00
53960	09/26/2018	Printed		03173	LORRAINE CASSIDY	CLASS MILEAGE/SUPPLY REIMB	41.42
53961	09/26/2018	Printed		03493	COASTLAND CIVIL ENGINEERING	ENG SVCS AUG 2018	59,338.15
53962	09/26/2018	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE	181.46
53963	09/26/2018	Printed		07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	75.00
53964	09/26/2018	Printed		08070	HANSEN BROS. ENTERPRISES	DEPOT BARK	58.88
53965	09/26/2018	Printed		08086	HBE RENTALS	FORESTHILL ST TREE TRIMMING	150.30
53966	09/26/2018	Printed		08660	HUNT AND SONS, INC.	FIRE DEPT FUEL	819.45
53967	09/26/2018	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING AUG 2018	372.50
53968	09/26/2018	Printed		16300	PCWA -PLACER COUNTY	WATER	2,848.91
53969	09/26/2018	Printed		16140	PLACER COUNTY AIR POLLUTION	PER CAPITA ASSESSMENT 2018	1,075.00
53970	09/26/2018	Printed		18121	RCH GROUP, INC.	COLFAX WHITCOMB/HYDROS CEQA	3,455.00
53971	09/26/2018	Printed		18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS AUG 2018	5,670.00
53972	09/26/2018	Printed		18496	RIVER CITY RENTALS	CHURCH ST CEMENT MIXER RENTAL	185.51
53973	09/26/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	CLEANING SUPPLY	123.96
53974	09/26/2018	Printed		22240	VULCAN MATERIALS COMPANY	ASPHALT - SCHOOL ST RPR	324.93
53975	09/26/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	17.26
53976	09/26/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	35.33

Total Checks: 94

Checks Total (excluding void checks):

263,524.07

Total Payments: 94

Bank Total (excluding void checks):

263,524.07

Total Payments: 94

Grand Total (excluding void checks):

263,524.07

DAILY CASH SUMMARY REPORT

ITEM 4B

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10/26/2018

9:26 am

City of Colfax

09/01/2018 - 09/30/2018

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
09/04/2018	Daily Totals	15.40	0.00	15.40
09/05/2018	Daily Totals	102.30	0.00	102.30
09/07/2018	Daily Totals	1,391.00	0.00	1,391.00
09/10/2018	Daily Totals	2,555.51	0.00	2,555.51
09/12/2018	Daily Totals	9,015.50	0.00	9,015.50
09/13/2018	Daily Totals	2,837.90	0.00	2,837.90
09/17/2018	Daily Totals	143.65	0.00	143.65
09/18/2018	Daily Totals	1,743.10	221.95	1,521.15
09/19/2018	Daily Totals	402.30	0.00	402.30
09/20/2018	Daily Totals	389.05	0.00	389.05
09/21/2018	Daily Totals	1,070.57	0.00	1,070.57
09/26/2018	Daily Totals	3,445.52	0.00	3,445.52
09/28/2018	Daily Totals	82,972.58	0.00	82,972.58
Fund: 100 - General Fund	TOTALS:	106,084.38	221.95	105,862.43
Fund: 205 - Escrow Account - Developers				
09/30/2018	Daily Totals	4.54	0.00	4.54
Fund: 205 - Escrow Account - Developers	TOTALS:	4.54	0.00	4.54
Fund: 244 - CDBG MicroEnterprise Lending				
09/18/2018	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: 250 - Streets - Roads/Transportation				
09/10/2018	Daily Totals	180.00	0.00	180.00
09/12/2018	Daily Totals	0.00	2,082.73	-2,082.73
09/25/2018	Daily Totals	24.00	0.00	24.00
Fund: 250 - Streets - Roads/Transportation	TOTALS:	204.00	2,082.73	-1,878.73
Fund: 253 - Gas Taxes				
09/21/2018	Daily Totals	3,397.56	0.00	3,397.56

DAILY CASH SUMMARY REPORT

ITEM 4B

09/01/2018 - 09/30/2018

Page: 10

10/26/2018

9:26 am

City of Colfax

			Debit	Credit	Net Chng
Fund: 253 - Gas Taxes		TOTALS:	3,397.56	0.00	3,397.56
Fund: 292 - Fire Department Capital Funds					
09/19/2018	Daily Totals		250.00	0.00	250.00
Fund: 292 - Fire Department Capital Funds		TOTALS:	250.00	0.00	250.00
Fund: 560 - Sewer					
09/06/2018	Daily Totals		200.00	0.00	200.00
09/10/2018	Daily Totals		61.33	0.00	61.33
09/12/2018	Daily Totals		0.00	4,836.08	-4,836.08
Fund: 560 - Sewer		TOTALS:	261.33	4,836.08	-4,574.75
Fund: 561 - Sewer Liftstations					
09/04/2018	Daily Totals		407.00	0.00	407.00
09/05/2018	Daily Totals		407.00	0.00	407.00
09/07/2018	Daily Totals		407.00	0.00	407.00
09/12/2018	Daily Totals		0.00	1,582.46	-1,582.46
Fund: 561 - Sewer Liftstations		TOTALS:	1,221.00	1,582.46	-361.46
Fund: 572 - Landfill Post Closure Mainten					
09/13/2018	Daily Totals		0.00	514.23	-514.23
Fund: 572 - Landfill Post Closure Mainten		TOTALS:	0.00	514.23	-514.23
GRAND TOTALS:			112,422.81	9,237.45	103,185.36



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: November 2, 2018
SUBJECT: Quarterly Investment Report – Ending September 30, 2018

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Receive 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 2018-2019 reflects nearly \$4.2M in annual expenditures, therefore our target for liquid short term securities would be \$2.1M.

CONCLUSION:

The attached schedule Analysis of Treasury Investment Pool satisfies the State's reporting requirements.

Additionally, we have determined:

- The investments held at September 30, 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 1.65% for the quarter ended September 30, 2018.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period October 01, 2018 through March 31, 2019.

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 has reviewed additional investment opportunities and is in the process of opening an account with Multi-Bank Securities, Inc. for some short term Certificates of Deposit (CD) investments. Below is a recent comparison chart which reflects current rates for DTC (Depository Trust Companies) Bullet CD's.

Comparison Chart

9/11/2018

	US Treasuries	Agency Bullets	DTC Bullet CDs	Spread to TSY	Spread to AGY
1 year	2.52	2.54	2.45	-7.0	-9.0
2 year	2.734	2.752	2.85	11.6	9.8
3 year	2.810	2.862	3.00	19.0	13.8
4 year	2.835	2.903	3.15	31.6	24.7
5 year	2.859	2.944	3.35	49.1	40.6
10 year	2.969	3.217	3.45	48.1	23.3

ATTACHMENTS:

1. Analysis of Treasury Investment Pool
2. State of California – PMIA and LAIF Performance Report (QE 06/30/2018)
3. State of California – PMIA Average Monthly Effective Yields

City of Colfax**Analysis of Treasury Investment Pool****Quarterly Analysis - FY2018-2019**

Report Date: 09/30/18

Quarter Ended 09/30/2018

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	\$ 4,834,656	96%	2.00%
Corporate Checking	US Bank	N/A	\$ 212,482	4%	0.20%
	Total Investment Pool		\$ 5,047,138	100%	1.86%



JOHN CHIANG
TREASURER
STATE OF CALIFORNIA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/29/18	2.09	2.00	193
09/30/18	2.09	2.00	193
10/01/18	2.11	2.11	205
10/02/18	2.11	2.11	205
10/03/18	2.12	2.11	206
10/04/18	2.12	2.12	206
10/05/18	2.12	2.12	205
10/06/18	2.12	2.12	205
10/07/18	2.12	2.12	205
10/08/18	2.12	2.12	202
10/09/18	2.12	2.12	202
10/10/18	2.13	2.12	202
10/11/18	2.14	2.12	203
10/12/18	2.14	2.12	202
10/13/18	2.14	2.12	202
10/14/18	2.14	2.13	202
10/15/18	2.14	2.13	200
10/16/18	2.15	2.13	198
10/17/18	2.15	2.13	198
10/18/18	2.16	2.13	197
10/19/18	2.16	2.13	197
10/20/18	2.16	2.13	197
10/21/18	2.16	2.13	197
10/22/18	2.16	2.14	199
10/23/18	2.16	2.14	200
10/24/18	2.16	2.14	202
10/25/18	2.16	2.14	200
10/26/18	2.16	2.14	201
10/27/18	2.16	2.14	201
10/28/18	2.16	2.14	201
10/29/18	2.17	2.14	203

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

Quarter Ending 09/30/18

Apportionment Rate: 2.16%
 Earnings Ratio: 0.00005909460836489
 Fair Value Factor: 0.997832404
 Daily: 2.09%
 Quarter to Date: 2.00%
 Average Life: 193

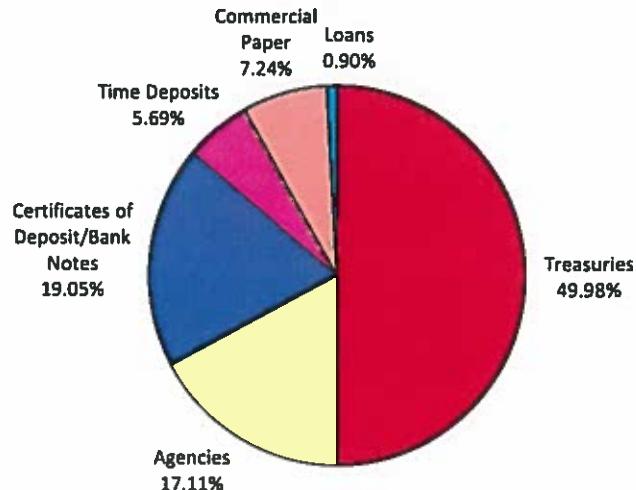
PMIA Average Monthly Effective Yields

Sept 2018 2.063
 Aug 2018 1.998
 July 2018 1.944

**Pooled Money Investment Account
Portfolio Composition**

09/30/18

\$88.3 billion



Percentages may not total 100%, due to rounding.



California State Treasurer
John Chiang



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



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	8.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063			



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Chris J. Clardy, Community Services Director
DATE: November 6, 2018
SUBJECT: Agreements for Federal Transportation Funds for the Rising Sun Paving Project.

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	X	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$100,000 as previously approved	FROM FUND: 351
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RECOMMENDED ACTION: Adopt Resolution 62-2018 authorizing the City Manager to execute: a Program Supplement Agreement and Finance Letters for the Rising Sun Paving Project under the Master Agreement Administering Agency-State Agreements for Federal-Aid Projects.

BACKGROUND AND DISCUSSION:

The City of Colfax periodically receives State and Federal grants for transportation related projects which are administered through the California Department of Transportation (Caltrans). Current master agreements between the City and Caltrans are required in order for the City to receive reimbursement of grant funded transportation project expenses.

Caltrans uses an agreement called a *Master Agreement Administering Agency-State Agreement for Federal-Aid Projects* (Master Agreement) with local agencies such as the City of Colfax. The City entered into the Master Agreement in February 2018 under Resolution 11-2018 however, the Program Supplement Agreement and Finance Letters are unique to each project.

Under the umbrella of a Master Agreement, Caltrans uses Program Supplement Agreements that are specific to individual projects. The City recently received approval for \$100,000 in Caltrans administered grants for the Rising Sun Paving Project. In order to begin invoicing for reimbursement for the Project, a routine Program Supplement Agreement between the City and Caltrans must be executed. In addition, Caltrans provided a Finance Letter to the City. It should be noted that administration of federally funded transportation projects requires substantial additional staff effort to process, manage and monitor the grants in compliance with the various State and Federal regulations. Each project is also subject to a process audit which is typically conducted at the conclusion of each project by Caltrans and sometimes the Federal Highway Administration.

ATTACHMENTS:

1. Resolution 62-2018
2. Master Agreement Administering Agency-State Agreement No. 03-518F15
3. Program Supplement Agreement No. 004-F

City of Colfax

City Council

Resolution № 62-2018

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENT AGREEMENT AND FINANCE LETTERS FOR THE RISING SUN PAVING PROJECT UNDER THE MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENTS FOR FEDERAL-AID PROJECTS

WHEREAS, the City of Colfax is eligible to receive State and/or Federal funding for certain transportation projects through the State of California, Department of Transportation; and

WHEREAS, agreements and finance letters must be executed with the State of California, Department of Transportation to receive State or Federal transportation funds; and,

WHEREAS, the City of Colfax desires to enter into an agreement with the State of California, Department of Transportation to allow the City to make use of State administered funds for transportation projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Colfax authorizes the City Manager to execute: Program Supplement Agreement No. 004-F and, associated Finance Letters for the Rising Sun Paving Project under Federal Master Agreement No. 03-5187F15 for Federal-Aid projects;

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of November 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

ITEM 4D

3 of 39

03 City of Colfax

District Administering Agency

Agreement No. 03-5187F15

Caltrans Master Agreement
Effective 3-12-18

This AGREEMENT, is entered into effective this 12th day of MARCH, 2018, by and between City of Colfax, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).

2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).

3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

Callings Master Agreement
Effective 5/2/18

8. That PROJECT or portions thereof, must be included in a federally approved Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

ITEM 4D
California Statewide
Effective 5/1/2019
Agreement

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant. **ITEM 4D**

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

Contract Master Agreement
12-18

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument **ITEM 4D** in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

Caltrans Master Agreement
Effective 3-12-18

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

California State
Effective 7/1/18
Contract Agreement

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).

2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).

10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

California Master Agreement
Effective 3-12-18

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

Contract Effective 3-12-18

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

*Carrians Master Agreement
Effective 3-12-19*

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.

2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.

4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.

5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.

9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By Adam Ambrosini
ADAM AMBROSINI
SR. TRANSPORTATION ENGINEER
Chief, Office of Project Implementation
Division of Local Assistance

Date 3/12/2018

City of Colfax

By W.H.
Wes Henthcock
City Manager
City of Colfax
Representative Name & Title
(Authorized Governing Body Representative)

Date 3/1/2018

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

Caltrans Charter Agreement
Effective 3-12-13

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

Sub-agreements

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

- (1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;
- (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and
- (3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

Contract Master Agreement
Effective 02-18

City of Colfax

City Council

Resolution № 11-2018

~~AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT ADMINISTERING AGENCY-STATE AGREEMENTS FOR FEDERAL-AID PROJECTS, A PROGRAM SUPPLEMENT AGREEMENT, AND FINANCE LETTERS FOR THE S. AUBURN STREET AND I-80 ROUNDABOUT PROJECT.~~

WHEREAS, the City of Colfax is eligible to receive State and/or Federal funding for certain transportation projects through the State of California, Department of Transportation; and

WHEREAS, agreements and finance letters must be executed with the State of California, Department of Transportation to receive State or Federal transportation funds; and,

WHEREAS, the City of Colfax desires to enter into an agreement with the State of California, Department of Transportation to allow the City to make use of State administered funds for transportation projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Colfax authorizes the City Manager to execute: Federal Master Agreement No. 03-5187F15 for Federal-Aid projects; and Program Supplement Agreement No. 003-F and, associated Finance Letters for the S. Auburn Street and I-80 Roundabout Project.

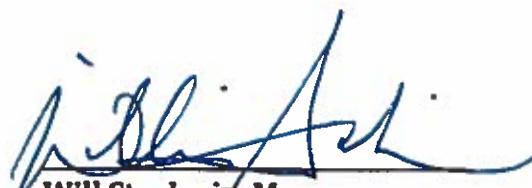
PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 28th day of February 2018 by the following vote of the Council:

AYES: Douglass, Harvey, Mendoza, Stockwin

NOES: None

ABSTAIN: None

ABSENT: None



Will Stockwin, Mayor

ATTEST:



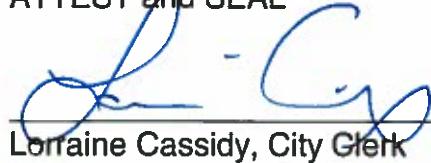
Lorraine Cassidy, City Clerk

CITY of COLFAX
C A L I F O R N I A

Caltrans Master Agreement
Effective 3-12-18

I do hereby certify that the forgoing resolution is a full, true, and correct copy of Resolution 11-2018 duly and regularly adopted at a meeting of the City Council of the City of Colfax held February 28, 2018.

ATTEST and SEAL



Lorraine Cassidy, City Clerk



DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
 1120 N STREET
 P.O. BOX 942874, MS# 1
 Sacramento, CA 94274-0001
 TTY 711

File : 03-PLA-0-CFX

STPL-5187(011)

Rising Sun Road from Ben Taylor to
W. Grass Valley Street

August 21, 2018

Mr. Wes Heathcock
 City Manager
 City of Colfax
 P.O. Box 702
 Colfax, CA 95713

Dear Mr. Heathcock:

Enclosed are two originals of the Program Supplement Agreement No. 004-F to Administering Agency-State Agreement No. 03-5187F15 and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 90 days from the receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

For

WINTON EMMETT, Chief
 Office of Project Implementation - North
 Division of Local Assistance

Enclosure

c: DLA AE Project Files
 (03) DLAE - David Giongco

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 08/20/2018
D_CO_RT: 03-PLA-0-CFX
Project No: STPL-5187(011)
Adv Project Id: 0318000221
Agreement End Date: 12/31/2019

Attention: City of Colfax

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL	LOCAL
Contract Items: <u>\$183,610</u>						
Contingencies: <u>\$18,361</u>						
Total: <u>\$201,971</u>						
Construction	Lump Sum	\$201,971.00	\$201,971.00	49.51%	\$100,000.00	\$101,971.00
Totals:		\$201,971.00	\$201,971.00	0.00%	\$100,000.00	\$101,971.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 

Title: HQ Sr. Area Engineer

For questions regarding finance letter, contact:

FOR Printed Name : Adam Ambrosini

Telephone No: (916) 653-3840

Remarks:

ACCOUNTING INFORMATION								STPL-5187(011)	Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP. YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE
0318000221	18102F	2030010810	F	\$100,000.00	1718	\$0.00	\$100,000.00	06/30/23		

PROGRAM SUPPLEMENT NO. F004
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 03-5187F15

Adv Project ID Date: August 15, 2018
0318000221 Location: 03-PLA-0-CFX
Project Number: STPL-5187(011)
E.A. Number:
Locode: 5187

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/12/18 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Rising Sun Road from Ben Taylor to W. Grass Valley Street

TYPE OF WORK: Road Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M230	\$100,000.00	LOCAL	OTHER
\$201,971.00			\$101,971.00	\$0.00

CITY OF COLFAX

STATE OF CALIFORNIA
Department of Transportation

By _____

Title City Manager, City of Colfax

Date _____

Attest _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 8/15/18 \$100,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	8/15/2018	0318000221
RQS 031900000076		

Department of Transportation

SUBJECT:

Encumbrance Document

VENDOR / LOCAL AGENCY:

CITY OF COLFAX

CONTRACT AMOUNT:

\$100,000.00

Local Assistance

ADA Notice

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
- B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
- C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
- D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

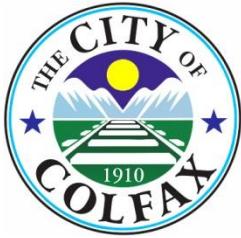
N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager

PREPARED BY: Laurie Van Groningen, Finance Director

PREPARED: November 2, 2018

SUBJECT: Local Transportation Funds and State Transit Assistance Funds

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: 250 Revenue
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RECOMMENDED ACTION: Adopt Resolution 63-2018 authorizing the City Manager to file claims or execute agreements for: Local Transportation Funds in the amount of \$118,552 for streets and roads purposes (Article 8 – Section 99400 Of The California Public Utilities Code), Local Transportation Funds of \$101 for transit services (Article 8c, Section 99400C Of The California Public Utilities Code), and State Transit Assistance Funds of \$14,274 for transit services (Article 6.5, Chapter 4, Section 99313 of the California Public Utilities Code).

ISSUE STATEMENT AND DISCUSSION:

Staff has completed the required Claim Documentation for Local and State Transportation Funds for the City allocation for FY 2018-2019. The total amount allocated and being requested is \$132,927 which is only slightly higher than the budgeted allocation of \$132,000. The excess amount may reduce the amount of Gas Taxes and/or General Funds to be applied to the Streets and Roads Fund for FY 2018-2019.

RECOMMENDATION

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

ATTACHMENTS:

1. Resolution 63-2018
2. PCTPA – Final Findings of Apportionment for FY2018-2019 (4 pages)
3. TDA Compliance Checklist
4. TDA Claim Worksheet
5. Claim for Local Transportation Funds – Transit Purposes
6. Claim for Local Transportation Funds – Streets and Road Purposes
7. TDA Annual Project and Financial Plan
8. Copy of Agreement with Placer County for Transit services

City of Colfax

City Council

Resolution № 63-2018

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

- LOCAL TRANSPORTATION FUNDS IN THE AMOUNT OF \$118,552 FOR STREETS AND ROADS PURPOSES (ARTICLE 8 – SECTION 99400 OF THE CALIFORNIA PUBLIC UTILITIES CODE),
- LOCAL TRANSPORTATION FUNDS OF \$101 FOR TRANSIT SERVICES (ARTICLE 8C, SECTION 99400C OF THE CALIFORNIA PUBLIC UTILITIES CODE), AND
- STATE TRANSIT ASSISTANCE FUNDS IN THE AMOUNT OF \$14,274 FOR CONTRACTED TRANSIT SERVICES (SECTION 99313 OF THE CALIFORNIA PUBLIC UTILITIES CODE, CHAPTER 4, ARTICLE 6.5)

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

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

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED, this 14th Day of November 2018, by the City Council of the City of Colfax, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA)

FINAL FINDINGS OF APPORTIONMENT FOR FY 2018/2019

LOCAL TRANSPORTATION FUND (LTF)

August 2018

	FY 2017/2018 Estimated Fund Balance Subtotal ⁽¹⁾	FY 2018/2019 Revenue Subtotal	FY 2018/2019 Appportionment Total
PLACER COUNTY LTF REVENUE ESTIMATE	\$330,445	\$23,992,374	\$24,322,819
TRPA Revenue Estimate ⁽²⁾	2.8598%	\$686,144	\$686,144
TRPA LTF Fund Balance		\$25,163	\$25,163
TRPA TOTAL		\$686,144	\$711,307
County Auditor Administrative Costs			\$257
BALANCE AVAILABLE FOR APPORTIONMENT BY TRPA			\$711,050
PCTPA Revenue Estimate	97.1402%	\$23,306,231	\$23,306,231
PCTPA LTF Fund Balance		\$305,282	\$305,282
PCTPA TOTAL		\$23,306,231	\$23,611,513
County Auditor Administrative Costs			\$8,743
PCTPA Administrative and Planning Costs ⁽³⁾			\$475,000
Pedestrian and Bicycle Allocation ⁽⁴⁾		\$6,106	\$458,449.77
Community Transit Service Article 4.5 Allocation ⁽⁵⁾		\$11,987	\$482,555
BALANCE AVAILABLE FOR APPORTIONMENT BY PCTPA		\$287,209	\$908,609

Appportionment of FY 2018/2019 PCTPA LTF Revenue Estimate by Jurisdiction					
Jurisdiction	Population January 1, 2018	Percent (%)	FY 2018/19 Allocation Subtotal	FY 2017/18 Carryover Appportionment ⁽⁶⁾	Revenue Appportionment
PLACER COUNTY	102,173	27.00%	\$5,797,683	\$77,691	\$5,875,374
AUBURN	14,811	3.86%	\$829,064	\$10,882	\$839,966
COLFAX	2,150	0.57%	\$121,999	\$1,598	\$123,597
LINCOLN	48,591	12.84%	\$2,757,238	\$37,184	\$2,784,422
LOOMIS	8,824	1.80%	\$387,220	\$5,230	\$392,450
ROCKLIN	66,830	17.88%	\$3,792,188	\$49,731	\$3,841,919
ROSEVILLE	137,213	36.28%	\$7,785,986	\$104,893	\$7,890,879
TOTAL	378,392	100.00%	\$21,471,397	\$287,209	\$21,758,606

Appportionment of FY 2018/2019 PCTPA LTF Revenue Estimates Available to Claimant			
Jurisdiction	Revenue Appportionment	Planning Contribution ⁽⁷⁾	Available to Claimant
PLACER COUNTY	\$5,875,374	(\$235,015)	\$5,640,359
AUBURN	\$839,966	(\$33,599)	\$806,367
COLFAX	\$123,597	(\$4,944)	\$118,653
LINCOLN	\$2,794,422	(\$111,777)	\$2,682,645
LOOMIS	\$392,450	(\$15,898)	\$376,752
ROCKLIN	\$3,841,919	(\$153,677)	\$3,688,242
ROSEVILLE	\$7,890,879	(\$315,635)	\$7,575,243
TOTAL	\$21,758,606	(\$870,344)	\$20,888,262

NOTES:

- 1) FY 2017/2018 LTF balance based on August 6, 2018 estimated fund balance provided by Placer County Auditor.
- 2) Tahoe Regional Planning Agency receives funds proportional to its population within Placer County (see calculation below).
- 3) Appportioned per Section 7.1 PCTPA Rules & Bylaws for FY 2018/2019 Final Overall Work Program and Budget, May 2018.
- 4) Pedestrian and Bicycle Allocation is 2% of the remaining apportionment, per PCTPA Board direction.
- 5) Community Transit Service Article 4.5 allocation is up to 5% of the remaining apportionment, per PCTPA Board direction.
- 6) FY 2018/2019 Article 4.5 allocation is set at 4%.
- 7) FY 2017/18 carryover apportionment (see next page) uses May 2017 DOF population estimates.
- 8) PCTPA receives 4% of apportionment for regional planning purposes and implementation of FAST-Act planning requirements.

January 1, 2018 DOF Population Estimates ⁽¹⁾		
TRPA Population ⁽²⁾	11,140	2.8598%
PCTPA Population	378,392	97.1402%
TOTAL	389,532	100.00%

Sources:

1. Table E-1: City/County Population Estimates January 1, 2017 to January 1, 2018, DOF, May 1, 2018
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2018, DOF, May 16, 2018.

7-Aug-18

**Calculation of FY 2017/18 PCTPA LTF Carryover
Using 2017 Population - Western Slope**

Amount of FY 2017/2018 Carryover: **\$287,209**

POPULATION			
JURISDICTION	January 1, 2017	PERCENT	ALLOCATION
PLACER COUNTY	100,633	27.05%	\$77,691
AUBURN	14,096	3.79%	\$10,882
COLFAX	2,070	0.56%	\$1,598
LINCOLN	48,165	12.95%	\$37,184
LOOMIS	6,775	1.82%	\$5,230
ROCKLIN	64,417	17.32%	\$49,731
ROSEVILLE	135,868	36.52%	\$104,893
TOTAL	372,024	100.00%	\$287,209

Sources:

1. Table E-1: City/County Population Estimates January 1, 2016 to January 1, 2017, DOF, May 17, 2017.
2. FY 2017/2018 LTF balance based on August 6, 2018 final fund estimate provided by Placer County Auditor.

7-Aug-18

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
FY 2018/2019 STATE TRANSIT ASSISTANCE (STA) FUND ALLOCATION FINAL ESTIMATE (EXCLUDING TAHOE BASIN)
September 2018

PUC 99313 Allocation	\$2,552,487
PUC 99314 Allocation	\$481,518
Total STA Allocation⁽¹⁾	\$3,034,005

4 Percent Allocation of PUC 99313 to WPCTSA⁽²⁾ \$102,099

FY 17/18 PUC 99313 Fund Balance⁽³⁾ \$63,168

Total PUC 99313 Allocation Available to Jurisdictions \$2,513,556

FY 2018/2019 Jurisdiction PUC Section 99313 STA Fund Allocation

Jurisdiction	January 2018 Population ⁽⁴⁾	PUC 99313 Population Percentage	PUC 99313 Population Allocation	PUC 99313 FY 2017/2018 Fund Balance ⁽⁵⁾	PUC 99313 Allocation
Placer County	102,173	27.00%	\$681,651	\$17,087	\$678,738
Auburn	14,611	3.86%	\$94,618	\$2,393	\$97,011
Colfax	2,150	0.57%	\$13,923	\$351	\$14,274
Lincoln	48,591	12.84%	\$314,665	\$8,178	\$322,843
Loomis	6,824	1.80%	\$44,191	\$1,150	\$45,341
Rocklin	66,830	17.66%	\$432,777	\$10,938	\$443,715
Roseville	137,213	36.26%	\$888,563	\$23,070	\$911,632
TOTAL	378,392	100.00%	\$2,450,388	\$63,168	\$2,513,556

Notes: (1) 2018/2019 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, August 1, 2018

(2) 4% of unencumbered PUC 99313 Allocation is allocated to WPCTSA.

(3) FY 2017/2018 STA estimated carryover balance. Allocation formula uses FY 2017/18 population estimates (see reverse side).

(4) Table E-1: City/County Population Estimates January 1, 2017 to January 1, 2018, DOF, May 1, 2018.

PUC = Public Utilities Code

FY 2018/2019 Jurisdiction PUC 99314 STA Final Fund Allocation

Jurisdiction	PUC 99314 Fare Revenue Basis ⁽²⁾	PUC 99314 Fare Revenue Percentage	PUC 99314 Fare Revenue Allocation	PUC 99314 FY 2017/2018 Adjustment ⁽³⁾	PUC 99314 Fare Revenue Allocation	Total Jurisdiction Allocation
Placer County	\$6,410,020	82.4%	\$396,628	\$18,520	\$415,148	\$1,093,886
Auburn	\$67,408	0.9%	\$4,171	\$74	\$4,245	\$101,256
Colfax	\$0	0.0%	\$0	\$0	\$0	\$14,274
Lincoln	\$0	0.0%	\$0	\$0	\$0	\$322,843
Loomis	\$0	0.0%	\$0	\$0	\$0	\$45,341
Rocklin	\$0	0.0%	\$0	\$0	\$0	\$443,715
Roseville	\$1,304,523	16.8%	\$80,718	(\$2,168)	\$78,551	\$990,183
TOTAL	\$7,781,951	100.0%	\$481,518	\$16,426	\$497,944	\$3,011,498

Notes: (5) 2018/2019 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, August 1, 2018

(6) Adjustments to reconcile difference in FY 2017/18 PUC 99314 4th Quarter payment to adopted estimates, August 16, 2018.

January 1, 2017 DOF Population Estimates¹

TRPA Population ²	11,140	2.8598%
PCTPA Population	378,392	97.1402%
TOTAL	389,532	100.00%

Sources:

1 Table E-1: City/County Population Estimates January 1, 2017 to January 1, 2018, DOF, May 1, 2018.

2. Western Slope and Tahoe Basin for Placer County as of January 1, 2018, DOF, May 16, 2018.

11-Sep-18

PUC 99313 Fund Balance

Amount of FY 2017/2018 Fund Balance¹: \$ 63,168

Jurisdiction	January 1, 2017 Population ²	Population Percentage	Allocation ³
PLACER COUNTY	100,633	27.05%	\$ 17,087.03
AUBURN	14,096	3.79%	\$ 2,393.44
COLFAX	2,070	0.56%	\$ 351.48
LINCOLN	48,165	12.95%	\$ 8,178.20
LOOMIS	6,775	1.82%	\$ 1,150.36
ROCKLIN	64,417	17.32%	\$ 10,937.72
ROSEVILLE	135,868	36.52%	\$ 23,069.77
TOTAL	372,024	100.00%	\$ 63,168.00

Sources:

- 1) FY 2017/2018 STA estimated carryover balance as of September 11, 2018.
- 2) Table E-1: City/County Population Estimates January 1, 2016 to January 1, 2017, DOF, May 1, 2017.
- 3) Adjustment to be applied to FY 2018/2019 State Transit Assistance 99313 Allocation.

PUC 99314 Adjustment - Reconcile FY 2017/18 Allocation from 99314 Account

FY 2017/18 Final STA PUC 99314 Fare Revenue Allocation Adjustment

Transit Operators	FY 2017/18 Adopted ¹	FY 2017/18 Actual ²	FY 2017/18 Actual vs. Adopted	FY 2018/19 Adjustments ³
Placer County	\$196,499	\$ 215,019.00	\$18,520.00	\$18,520.00
Auburn	\$1,260	\$ 1,334.00	\$74.00	\$74.00
Colfax	\$0		\$0.00	\$0.00
Lincoln	\$0		\$0.00	\$0.00
Loomis	\$0		\$0.00	\$0.00
Rocklin	\$0		\$0.00	\$0.00
Roseville	\$68,322	\$ 66,154.00	(\$2,168.00)	(\$2,168.00)
TOTAL	\$266,081	\$282,507.00	\$16,426.00	\$16,426.00

Notes: 1) 2017/2018 State Transit Assistance Allocation Revised Estimate, California State Controller Division of Accounting and Reporting, November 3, 2017.

2) 4th Quarter State Transit Assistance Allocation, State Controller's Office, August 16, 2018.

3) Adjustment to be applied to FY 2018/2019 State Transit Assistance 99314 Allocation.

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

City of Colfax

PART I - ALL CLAIMANTS

1. Date annual TDA fiscal and compliance audit was approved by PCTPA Board: 5/23/2018

2. Is the claimant's retirement system fully funded?

 YES NO

3. Is the claimant using the maximum Federal funds available for transit and/or streets/roads purposes?

 YES NO

PART II - TRANSIT CLAIMANTS

4. Date Transit Operator's Financial Transaction Report was submitted to State Controller's Office: _____ Attach copy of dated, signed cover sheet from report.

5. Are public transit vehicles routinely staffed with one driver?

 YES NO (explain) _____

6. Has the proposed transit operating budget changed by more than 15% compared to the previous year?

 NO YES (explain) _____

7. Did the transit operator meet its minimum farebox recovery requirement during the previous fiscal year? (requirement: 15% - Roseville; 12.94% - Placer County; 10% - Auburn)

 YES NO (see below)If the farebox recovery requirement was not met, then claimant must complete the following worksheet for the most recent fiscal year.

Transit operating expenses:	_____	+	
Capital purchases/reserves:	_____	=	
Subtotal:	_____	=	LTF spent in most recent fiscal year cannot exceed result below.
Federal revenues:	_____	=	
STA revenues:	_____	=	
Total:	_____	x 0.5 =	_____

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

NO

YES (explain) _____

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

NO

YES (see below)

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

Efficiency Standard #1: Yes No

Efficiency Standard #2: Yes No

If neither efficiency standard was met, list the percentage of STA Funding limited to:

Capital Expenditures: _____ % Operating Expenditures: _____ %

10. Describe or attach current fare structure:

11. Attach copy of latest CHP terminal inspection report.

12. Each transit claimant must report on efforts to implement recommendations included in the FY 2012/13 through FY 2014/15 triennial performance audit, which was completed in 2016 (attach additional pages as necessary).

PLACER COUNTY TRANSPORTATION PLANNING AGENCY
TRANSPORTATION DEVELOPMENT ACT CLAIM WORKSHEET
2018/2019

CITY/COUNTY OF: City of Colfax

Part 1 of 4

**ESTIMATED PUBLIC TRANSIT REVENUES AND EXPENSES FOR FISCAL YEAR
2017/18**

I. FY 2017/18 AVAILABLE RESOURCES

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2017. From TDA Financial Audit Report)	\$ -
B. Interest Earnings through June 30, 2017.	\$ -
C. Federal Grants & Reimbursements received in 2017/18:	
1. FTA Planning Assistance	\$ -
2. FTA Operating Assistance	\$ -
3. FTA Capital Assistance	\$ -
4. Other (list) _____	\$ -
D. State Grants (Source/Amount):	\$ -
E. Local Cash Grants:	
1. LTF-Operations/Capital (PUC 99260a; Article 4)	\$ -
2. LTF-Community Transit Services(PUC 99275; Article 4.5)	\$ -
3. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ 3,684.00
4. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
5. LTF-Capital expenses for contracted transit services (PUC 99400e; Article 8e)	\$ -
6. STAF-Operations (CCR 6730a)	\$ -
7. STAF-Capital (CCR 6730b)	\$ -
8. STAF-Community Transit Services (CCR 6730d; <CTSA>)	\$ 9,947.00
9. STAF-Contracted Service (CCR 6731b)	\$ -
10. SGR-Capital (CCR 6730b)	\$ -
11. Other (list) _____	\$ -
F. Operating Revenues:	
1. Passenger Fares	\$ -
2. Charters	\$ -
3. Other (list) _____	\$ -
G. Other Revenues	\$ -
H. TOTAL FY 2017/18 AVAILABLE RESOURCES (A+B+C+D+E+F+G)	\$ 13,631.00

II. FY 2017/18 PROJECTED EXPENSES & USES

I. Personnel	
1. Administrative Salaries and Wages	\$ -
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ -
J. Services and Supplies	
1. Professional Services	\$ -
2. Maintenance Services	\$ -
3. Other Services	\$ -
4. Vehicle Materials & Supplies	\$ -
5. Utilities	\$ -
6. Insurance	\$ -
7. Purchased Transit Services	\$ 13,631.00
8. Miscellaneous	\$ -
9. Interest	\$ -
10. Leases & Rentals	\$ -
K. Capital Assets (Itemize)	
1.	\$ -
2.	\$ -
3.	\$ -
4.	\$ -
5.	\$ -
L. Other Uses:	
Capital Outlay Reserve Contribution (CCR 6648)	\$ -
M. TOTAL FY 2017/18 EXPENSES & USES (I+J+K+L)	\$ 13,631.00
N. Estimated Deferred Revenue as of June 30, 2018 (H-M)	\$ -

Part 2 of 4

BUDGETED PUBLIC TRANSIT REVENUES & EXPENSES FOR FISCAL YEAR
2018/19

I. FY 2018/19 NON-TDA BUDGETED RESOURCES & DEFERRED REVENUE

A. Carryover from prior fiscal year (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2018-- From Part 1, line N)	\$ -
B. Interest earnings through June 30, 2018	\$ -
C. Federal Grants & Reimbursements	
1. FTA Planning Assistance	\$ -
2. FTA Operating Assistance	\$ -
3. FTA Capital Assistance	\$ -
4. Other (list) _____	\$ -
D. State Grants (Source/Amount):	
1.	\$ -
2.	\$ -
E. Local Non-TDA Cash Grants:	
1.	\$ -
2.	\$ -
3.	\$ -
F. Operating Revenues:	
1. Passenger Fares	\$ -
2. Charters	\$ -
3. Other (list) _____	\$ -
G. Other Revenues	
1.	\$ -
H. TOTAL FY 2018/19 CARRYOVER & NON-TDA BUDGETED RESOURCES (A+B+C+D+E+F+G)	
	\$ -

I. TOTAL FY 2018/19 CARRYOVER & NON-TDA BUDGETED RESOURCES (From Line H)	\$ -
II. FY 2018/19 PROJECTED EXPENSES & USES	
J. Personnel:	
1. Administrative Salaries and Wages	\$ -
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ -
K. Services and Supplies:	
1. Professional Services	\$ -
2. Maintenance Services	\$ -
3. Other Services	\$ -
4. Vehicle Materials & Supplies	\$ -
5. Utilities	\$ -
6. Insurance	\$ -
7. Purchased Transit Services	\$ 14,375.00
8. Miscellaneous	\$ -
9. Interest	\$ -
10. Leases & Rentals	\$ -
L. Capital Assets (Itemize):	
1.	\$ -
2.	\$ -
3.	\$ -
4.	\$ -
5.	\$ -
M. Other Uses:	
1. Capital Outlay Reserve Contribution.(CCR 6648)	\$ -
2.	\$ -
N. TOTAL FY 2018/19 EXPENSES & USES (J+K+L+M)	\$ 14,375.00
O. Unfunded Balance (I - N)	\$ (14,375.00)

O. Unfunded Balance (I - N)	\$ (14,375.00)
------------------------------------	-----------------------

III. FY 2018/19 TDA TRANSIT CLAIMS

P. FY 2018/19 LTF TRANSIT CLAIMS:	
1. LTF-Operations/Capital (PUC 99260a; Article 4)	\$ -
2. LTF-Community Transit Services (PUC 99275; Article 4.5)	\$ -
3. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ 101.00
4. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
5. LTF-Capital for contracted transit service (PUC 99400e; Article 8e)	\$ -
6. TOTAL LTF CLAIM (P1+P2+P3+P4+P5)	\$ 101.00
Q. FY 2018/19 STAF CLAIMS:	
1. STAF-Operations (CCR 6730a)	\$ -
2. STAF-Capital (CCR 6730b)	\$ -
3. STAF-Community Transit Services (CCR 6730d) / CTSA	\$ -
4. STAF-Contracted Service (CCR 6731b)	\$ 14,274.00
5. TOTAL STF CLAIM (Q1+Q2+Q3+Q4)	\$ 14,274.00
R. FY 2018/19 SGR CLAIMS:	
1. SGR-Capital (CCR 6730b)	\$ -
2. TOTAL SGR CLAIM (R1)	\$ -
S. TOTAL 2018/19 TRANSIT CLAIMS (P6 + Q5 + R2) *	\$ 14,375.00

Part 3 of 4

**ESTIMATED STREETS AND ROADS TDA EXPENDITURES FOR FISCAL YEAR
2017/18**

I. FY 2017/18 AVAILABLE TDA STREET AND ROAD RESOURCES	
A. Carryover from prior fiscal year (Actual Unexpended Prior Year TDA Streets And Roads Cash Receipts Held in Claimant's Treasury as of June 30, 2017. From TDA Fiscal Audits)	\$ -
B. FY 2017/18 TDA Cash Receipts from LTF trust fund for streets and roads purposes (PUC 99400a).	\$ 115,623.00
C. Interest Earned on claimant TDA streets and roads cash balances through June 30, 2018.	\$ -
D. Total FY 2017/18 Available TDA Street and Road Resources. (A+B+C)	\$ 115,623.00
II. FY 2017/18 TDA STREET AND ROAD EXPENDITURES	
E. Administration and Engineering	\$ 13,021.96
F. Maintenance	\$ 69,049.38
G. Construction	\$ -
H. Equipment	\$ 33,551.66
I. Other	\$ -
J. TOTAL FY 2017/18 EXPENDITURES (E+F+G+H+I)	\$ 115,623.00
K. Estimated Carryover of TDA Street and Road Revenues at June 30, 2018 (D-J)	\$ -

Part 4 of 4

STREETS AND ROADS TDA BUDGET FOR FISCAL YEAR 2016/17

I. FY 2018/19 AVAILABLE TDA STREET AND ROAD RESOURCES

A. Carryover as of June 30, 2018 (From Part 3, Line K.)	\$ -
B. 2018/19 TDA Funds Available For Streets And Roads	
1. FY 2018/19 LTF Total Apportionment (From PCTPA)	\$ 118,653.00
2. FY 2018/19 LTF Transit Claim (From Part 2, Line P6)	\$ 101.00
3. Balance of 2018/19 LTF Apportionment (B1-B2)	\$ 118,552.00
4. FY 2018/19 LTF Apportionment To be Claimed for Streets and Roads Purposes Pursuant to PUC 99400a. (Can Not Exceed Line B3)	\$ 118,552.00
C. FY 2018/19 Estimated Interest Earned on TDA Cash Balances through June 30, 2019.	\$ -
D. Total Estimated FY 2018/19 Available TDA Resources. (A+B4+C)	\$ 118,552.00

II. FY 2018/19 ESTIMATED EXPENDITURES

H. Administration and Engineering	\$ 20,000.00
I. Maintenance	\$ 90,000.00
J. Construction	\$ -
K. Equipment	\$ 8,552.00
L. Other	\$ -
M. Other	\$ -
N. Total FY 2018/19 Estimated Expenditures (H+I+J+K+L+M)	\$ 118,552.00
O. Estimated Carryover as of June 30, 2019 (D-N)	\$ -

CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS

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

FROM: CLAIMANT: City of Colfax
ADDRESS: PO Box 702 / 33 S. Main St
Colfax, CA 95713
CONTACT PERSON: Laurie Van Groningen
Phone: 530 346 2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$ 14,274 for Fiscal Year 2018/2019 in the following amounts for the following purposes to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer.

Transit Operations (6730a):	\$ _____
Transit Capital (6730a):	\$ _____
Contracted Transit Services (6731b):	\$ <u>14,274</u>
Community Transit Services Provided by WPCTSA (6731.1):	\$ _____

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

APPROVED:

PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

BY: Laurie
(signature)

TITLE: _____

TITLE: City Manager

DATE: _____

DATE: 11/15/18

CLAIM FOR LOCAL TRANSPORTATION FUNDS
TRANSIT PURPOSES

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

FROM: CLAIMANT: City of Colfax
ADDRESS: P.O. Box 7021 33 S. Main St
Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen

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

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2018/2019, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

P.U.C. 99260a, Article 4, Transit Operations/Capital:	\$ _____
P.U.C. 99275, Article 4.5, Community Transit Services:	\$ _____
P.U.C. 99400c, Article 8c, Contracted Transit Services:	\$ <u>101</u>
C.C.R. 6648, Capital Reserve:	\$ _____
P.U.C. 99400e, Article 8e, Capital for Contracted Services:	\$ _____

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

APPROVED:

PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

lbc

(signature)

TITLE: _____

TITLE: City Manager

DATE: _____

DATE: 11/15/18

CLAIM FOR LOCAL TRANSPORTATION FUNDS
STREETS & ROADS PURPOSES

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

FROM: CLAIMANT: City of Colfax
ADDRESS: P.O. Box 702 / 33 S. Main St
Colfax CA 95713

CONTACT PERSON: Laurie Van Groningen

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

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2018/2019, for street and road purposes (P.U.C. 99400a) in the amount of \$ 118,552 to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

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

APPROVED:

PLACER COUNTY
TRANSPORTATION PLANNING AGENCY
BOARD OF DIRECTORS

APPLICANT

BY: _____
(signature)

BY: Ms
(signature)

TITLE: _____

TITLE: City Manager

DATE: _____

DATE: 11/15/18

TDA ANNUAL PROJECT AND FINANCIAL PLAN

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

Claimant: City of Colfax
 Fiscal Year: 2018/2019

<u>Brief Project Description</u>	<u>Project Cost</u>	<u>Source of Funding & Amount</u>
<u>Public Transit with Placer County</u>	<u>\$14,375 Placer County Transit Services 1/2 of Contract- Placer Co. gets FTA 3511</u>	<u>STA \$ 14,274 LTF Transit 101 \$ 14,375</u>
<u>TDA Streets + Roads - Roadway maintenance, construction and related equipment</u>	<u>Streets + Roads operating expenses \$ 239,912 Adopted budget FY 2018-2019</u>	<u>LTF 118,552 GASTAX 22,600 Fund Transfer 98,760 \$ 239,912</u>



April 11, 2018

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

RE: TRANSIT SERVICE AGREEMENT WITH THE CITY OF COLFAX, CONTRACT #12368 – 18/19 EXHIBITS

Dear Wes,

As agreed in Contract #12368, which automatically renews on July 1, 2018, please find updated Exhibits A –D for your review. These exhibits list transit service schedules and cost details for fiscal year 2018/19. This is being sent to satisfy Section II C of our agreement. The total estimated cost for FY 2018/19 is \$14,375.

While the cost of the Placer Commuter Express service increased by 14% in the current year and is budgeted to increase by 3% in FY 18/19 as the result of a new contract with MV Transportation, the cost for the Colfax share of the service will decrease by 66% to \$2,542. This is because the new on-board survey determined that .9% of passengers reside in Colfax, where the previous survey conducted in 2013 determined the resident population share to be 2.8%.

In the current year there is a credit for State of Good Repair funds through Placer County Transportation Planning Agency in the amount of \$2,225. If that credit is agreed to again in FY 18/19, the transit charges will be adjusted to account for that amount. No service changes are planned for FY 2018/19.

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

Sincerely,

Will Garner
Public Works Manager
Attachments: Exhibits A -E

Exhibit A
Intercity Route Service Schedule

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

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

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

Exhibit B
Regional Fixed Route Service Schedule

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

PCT operates Monday - Saturday. No service on Sunday.

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

PCT operates Monday - Saturday. No service on Sunday.

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

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

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

Exhibit C

Commuter Bus Service

Operates on Monday through Friday only

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

Placer Commuter Express Bus Schedule - Effective May 27, 2008

	Morning Departures - AM			
	Bus 1	Bus 2	Bus 3	Bus 4
Colfax Depot - Main St	5:20	5:40	6:23	****
Clipper Gap Park 'n' Ride	5:32	5:52	6:35	****
Auburn Station - Nevada St	5:43	6:03	****	6:37
Penryn Park 'n' Ride	5:55	6:15	6:50	****
Loomis Station - Taylor/Horseshoe Bar	5:59	6:19	****	6:53
Rocklin Station - Pacific St/Rocklin Rd	6:06	6:26	****	7:00
Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	6:15	6:35	7:00	****

**** Buses 3 and 4 depart from select bus stops only

	Evening Departures - PM			
	Bus 1	Bus 2	Bus 3	Bus 4
J St. & 4th St.	4:17	4:22	4:32	5:15
J St. & 8th St.	4:19	4:24	4:34	5:17
J St. & 11 St.	4:21	4:26	4:36	5:19
15th St. & K St.	4:24	4:29	4:39	5:22
15th St. & N St.	4:25	4:30	4:40	5:23
P St. & 13th St.	4:27	4:32	4:42	5:25
P St. & 9th St.	4:30	4:35	4:45	5:28
P St. & 5th St.	4:32	4:37	4:47	5:30

Morning Arrivals - AM				
J St. & 4th St.	6:50	7:10	7:40	7:40
J St. & 8th St.	6:51	7:11	7:41	7:41
J St. & 11 St.	6:52	7:12	7:42	7:42
15th St. & K St.	6:55	7:15	7:45	7:45
15th St. & N St.	6:56	7:16	7:46	7:46
P St. & 13th St.	6:57	7:17	7:47	7:47
P St. & 9th St.	6:58	7:18	7:48	7:48
P St. & 5th St	7:00	7:20	7:50	7:50

Evening Arrivals - PM				
Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	5:12	****	5:27	6:10
Rocklin Station - Pacific St/Rocklin Rd	****	5:17	5:35	6:18
Loomis Station - Taylor/Horseshoe Bar	****	5:24	5:42	6:25
Penryn Park 'n' Ride	5:24	****	5:49	6:32
Auburn Station - Nevada St	****	5:40	6:00	6:43
Clipper Gap Park 'n' Ride	5:39	****	6:12	6:55
Colfax Depot - Main St	5:51	****	6:24	7:07

**** Buses 1 and 2 return to select bus stops only.

Exhibit D continued
FY 2018/19 Calculation of Transit Service Charges

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

Total Bus Cost for 5 year Plan	\$ 569,403
Grant Funds (credit)	\$ -
Remaining Cost to County	\$ 569,403
Number of buses	9
Cost per bus (after grants)	\$ 63,267.00
Lifetime bus miles	200,000
Cost per lifetime bus mile	\$ 0.3163
LRT Extension Miles	387
Colfax Service Miles	8,230
Reimbursement for FY 2017/18	\$ -
Total Annual Charge	\$ 2,726

Allocation of Service Miles

Local Service	8,230
LRT Extension	387
Total	8,617



City of Colfax
Exhibit E
FY 2018/19 Calculation of Transit Service Charges

Local Intercity Route Service

Total cost per VSH	\$111.15
Estimated Fare per VSH	<u>(\$2.60)</u>
Charge per VSH	\$108.55
Minutes per round trip allocated to Colfax	25
Number of round trips per weekday	2
Number of round trips per Saturday	0
Number of weekdays in service per year	252
Number of Saturdays in service per year	0
 Total round trips per year	(2x 252)
Total VSH per year	(504 x 25 min)/(60 min)
 Total	(\$108.55 x 210)
	\$22,796

Regional Fixed Route Service

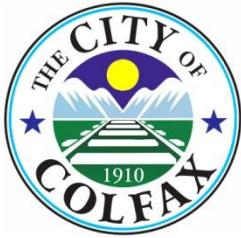
Fuel cost per service mile	\$0.36
Maintenance cost per service Mile	<u>\$0.54</u>
Milage Cost per unit	\$0.90
 Total Cost per VSH	\$111.15
Estimated Fare per VSH	<u>(\$8.26)</u>
Charge per VSH	\$102.89
 Total Placer County West Slope Population	358,397
Percentage of Population in Colfax	(1,994 / 358,397)
	0.56%

Service Added in 2001 for Auburn - Light Rail Route:

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

Number of Saturdays in service per year	52
Total number of runs on Express Route per year	(15 x 252) + (10 x 52) 4,300
Total miles added on Express Route for Extension to Light Rail	(4,300 x 15.17) 65,231
Total Number of Service Hours added per year	(2 x 252) + (2 x 52) 608
Mileage extension allocated to Colfax	(65,231 x .56%) 365.29
Added service hours allocated to Colfax	(608 x .56%) 3.41
	(365.29 x \$.90) \$328.76
Total	(\$3.41 x \$102.89) \$350.85
	\$680
Commuter Bus Service	
MV Transportation, Inc & PCT Costs - FY 18/19	\$661,689
Fare Revenue Credit	(\$379,191)
	\$282,498
Colfax Commuters - 2017 On-Board Survey	0.90%
Total	(\$282,498 x .90%) \$2,542
Bus Replacement Charge	\$2,726
Funding Credits	
FTA 5311	(\$14,369)
Subtotal Operating Charges & Credits	\$14,375

Transit Service Charge - City of Colfax				
Placer County Transit				
FY 17/18 through 18/19				
	17/18	18/19	Difference from Prior	Difference from Prior
Local Route	\$22,094	\$22,796	\$702	3.2%
Light Rail Route	\$648	\$680	\$32	4.9%
Commuter Bus	\$7,527	\$2,542	-\$4,985	-66.2%
FTA 5311 Credit	(\$17,139)	(\$14,369)	\$2,770	-16.2%
State of Good Repair Credit	(\$2,225)	\$0	\$2,225	-100.0%
Bus Replacement Costs	\$2,726	\$2,726	\$0	0.0%
Total:	\$13,631	\$14,375	\$744	5.5%



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager

PREPARED BY: Chris J. Clardy, Community Services Director

DATE: October 31, 2018

SUBJECT: 2018 ADA Improvements Project – Notice of Completion

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 64-2018 accepting the 2018 ADA Improvements Project as complete and authorizing the recording of the Notice of Completion.

SUMMARY:

On June 27, 2018 the City Council approved Resolution No. 47-2018, amending the FY 2017/18 budget by \$4,000 for the 2018 ADA Improvements Project and authorizing the City Manager to execute a Construction Contract Agreement with B&M Builders, Inc. in the amount of \$26,000 for construction of the South Main ADA Improvement Project.

Final inspection of the improvements was performed on October 18th, 2018. Staff has determined that the work performed by B&M Builders is complete and in conformance with the contract terms. B&M Builders has provided a Warranty Bond (Attachment 2) to guarantee all work for a period of **FIVE** years from the filing of the attached notice of completion.

The project included two change orders as described below:

- CCO #1 – \$306.37
 - Lower and reroute the irrigation wire in planter adjacent to the ADA space.
- CCO #2 - \$4700.32
 - Asphalt overlay of space required to meet 2% or less grade slope.

FISCAL IMPACT:**Projected Budget as per Resolution 47-2018**

Construction	\$22,980.50
10% Contingency	\$2,298.00
Construction Management and Design	\$5,500.00
*Requested Budget Augmentation	\$4,000.00
Total	\$34,778.50

*SCORE Safety Funds

Actual Project Costs

Construction	\$20,980.50
Construction Change Orders	\$5,006.69
Project Management and Design	\$7,754.78
Total	\$33,741.97

CONCLUSION:

Staff recommends that the City Council adopt a resolution accepting the 2018 ADA Improvements Project as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

ATTACHMENTS:

1. Resolution 64-2018
2. Notice of Completion

City of Colfax

City Council

Resolution № 64-2018

ACCEPTING THE 2018 ADA IMPROVEMENTS PROJECT AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, on June 27TH, 2018 the City of Colfax entered into a contract with B & M Builders Inc. for the 2018 ADA Improvements Project; and

WHEREAS, all work with the above contract was completed on September 21st, 2018, in accordance with the plans and specifications; and

WHEREAS, City staff recommended to the City Council that said completed project be accepted and a Notice of Completion be filed by the City.

NOW, THEREFORE, BE IT RESOLVED, that construction on the above mentioned contract is hereby accepted as being complete in accordance with the plans and specifications. The City Clerk is directed to execute and record the Notice of Completion on said contract and project on behalf of the City of Colfax.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of November, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Recording Request by:

City of Colfax

When recorded return to:

**CITY OF COLFAX
PO BOX 702
COLFAX, CA 95713**

No Fee Per Gov. Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN pursuant to California Civil Code §9204 that B&M Builders, Inc. 11330 Sunrise Park Dr, Suite C Rancho Cordova performed and completed for the City of Colfax the following contract, 2018 ADA Improvements Project which consisted of a handicap parking stall @33 S. Main Street and other ADA sidewalk improvements, all within the Corporate City Limits of the City of Colfax (the “Project”). The owner of the Project and property is the City of Colfax at the above address. The Project was completed in accordance with the Project Plans and Specifications on October 18, 2018.

Verification: I, Wes Heathcock, depose and say: I am the City Manager of the City of Colfax, the Owner identified in this Notice of Completion. I have read this notice of completion and know the contents thereof. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November __, 2018 at Colfax, California.

City of Colfax

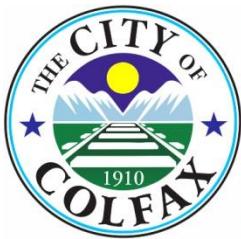
Wes Heathcock, City Manager

State of California
County of Placer

On November __, 2018 before me, Lorraine Cassidy, City Clerk, personally appeared Wes Heathcock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 CITY COUNCIL MEETING

FROM: Wes Heathcock, City Manager

PREPARED BY: Chris Clardy, Community Services Director

DATE: October 30, 2018

SUBJECT: Pond 1 Levee Project – Notice of Completion

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input checked="" type="checkbox"/> X	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 65-2018 accepting the Pond 1 Levee Project as complete and authorizing the recording of the Notice of Completion.

SUMMARY:

On April 25, 2018 the City Council approved Resolution No. 29-2018, authorizing the City Manager to execute a Construction Contract Agreement with Diamond D General Engineering, Inc. in the amount of \$168,988 with a contingency of up to \$16,899 for construction of the Wastewater Plant Pond 1 Levee. With that same resolution the City Manager was authorized to approve a work order with Coastland Civil Engineering for Construction Management and Inspection in the amount of \$21,000.

Diamond D General Engineering, Inc. completed the construction on September 21, 2018. Final inspection of the improvements was performed on October 18th, 2018. Staff has determined that the work performed by Diamond D General Engineering Inc. is complete and in conformance with the contract terms. Diamond D General Engineering Inc. has provided a Warranty Bond to guarantee all work for a period of one year from the filing of the attached notice of completion.

The project included two change orders as described below:

- CCO#1 – \$11,498.00
 - Add 3/8" rebar to bottom of levee slope on both sides of levee. Rebar is to be installed transverse to the levee at 2' centers and then longitudinally for length of levee at top of 3/8" transverse rebar. \$4,060.00
 - Fill in vault adjacent to levee per details. Vault has failing concrete with cracks and holes allowing ground water intrusion into the influent during the wet season in amounts of up to .20mgd. \$7,438.00 Total came in at \$9,144.00
- CCO#2 - \$1,706.00
 - This CCO covers the materials, delivery of materials and crew down-time associated with the confusion over the size of the influent pipe (as-built showed an 8-inch and it's actually a 10-inch).

Projected Budget as per Resolution 29-2018							
Construction Design		\$25,000.00					
Construction Management		\$21,000.00					
Construction		\$168,988.00					
10% Contingency		\$16,899.00					
Total		\$231,887.00					
Actual Project Costs							
Construction Design		\$24,387.63					
Construction Management		\$17,755.64					
Construction		\$115,417.74					
Change Orders		\$13,204.00					
Total		\$170,765.01					

CONCLUSION:

Staff recommends that the City Council adopt a resolution accepting the Pond 1 Levee Project as complete and authorize the City Clerk to file a Notice of Completion with the Placer County Recorder.

ATTACHMENTS:

1. Resolution 65-2018
2. Notice of Completion

City of Colfax

City Council

Resolution № 65-2018

ACCEPTING THE WASTEWATER TREATMENT PLANT POND 1 LEVEE PROJECT AS COMPLETE AND AUTHORIZING THE RECORDING OF THE NOTICE OF COMPLETION

WHEREAS, on April 25TH, 2018 the City of Colfax entered into a contract with Diamond D General Engineering Inc. for the Pond 1 Levee Project; and

WHEREAS, all work with the above contract was completed on September 21st, 2018, in accordance with the plans and specifications; and

WHEREAS, City staff recommended to the City Council that said completed project be accepted and a Notice of Completion be filed by the City.

NOW, THEREFORE, BE IT RESOLVED, that construction on the above mentioned contract is hereby accepted as being complete in accordance with the plans and specifications. The City Clerk is directed to execute and record the Notice of Completion on said contract and project on behalf of the City of Colfax.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of November, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Recording Request by:

City of Colfax

When recorded return to:

**CITY OF COLFAX
PO BOX 702
COLFAX, CA 95713**

No Fee Per Gov. Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN pursuant to California Civil Code §9204 that Diamond D General Engineering, Inc., PO Box 8608 Woodland, CA performed and completed for the City of Colfax the following contract, Pond 1Levee Project which consisted of construction of a levee in Pond 1 of the Wastewater Treatment Plant, all within the Corporate City Limits of the City of Colfax (the “Project”). The owner of the Project and property is the City of Colfax at the above address. The Project was completed in accordance with the Project Plans and Specifications on October 18, 2018.

Verification: I, Wes Heathcock, depose and say: I am the City Manager of the City of Colfax, the Owner identified in this Notice of Completion. I have read this notice of completion and know the contents thereof. The same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November __, 2018 at Colfax, California.

City of Colfax

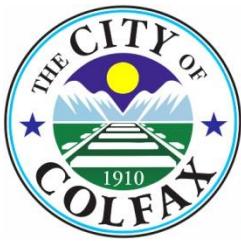
Wes Heathcock, City Manager

State of California
County of Placer

On November __, 2018 before me, Lorraine Cassidy, City Clerk, personally appeared Wes Heathcock who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager

PREPARED BY: Chris J. Clardy, Community Services Director

DATE: November 5, 2018

SUBJECT: Shade Structures for Lions Ball Park Bleachers

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$56,000	FROM FUND: 213 (Parks Mitigation Fees)
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RECOMMENDED ACTION: Adopt Resolution 66-2018 approving the purchase and installation by Ross Recreation Equipment for shade structures over the Lions Ball Park Bleachers in an amount not to exceed \$56,000.

DISCUSSION AND SUMMARY:

The City of Colfax was approached by the Colfax Little League with interest in erecting replacement bleachers and bleacher shade structures at the Lions Ball Park. During the 2016/17 budget adoption process, City Council approved both projects. The bleachers were funded with the Beverage Recycling Fund (270) and installed during FY 2017/18.

City Council approved the shade cover project from the (213) Parks Mitigation Fee Fund. Staff solicited quotes for the purchase and installation of a hip style metal frame with a removable fabric cover from three shade cover companies. The cost breakdown based on the requested style and size is as follows:

Contractor	Cost	Comments
Ross Recreation Equip	\$48,650	Hip Style with Fabric Roof
GT Shade	\$52,447	Hip Style with Fabric Roof
USA Shade	\$85,716	Hip Style with Fabric Roof

Staff recommends the City Council authorize the City Manager to purchase the shade covers from Ross Recreation Equipment in the amount not to exceed \$56,000, which includes a 15% contingency above the cost estimate. The contingency is higher than the typical 10% because the footings for the supporting poles must be 6' or greater, which risks encountering impermeable rock material.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The cost of the Project is \$48,650 with a \$15% contingency of \$7,300 for a total of \$55,950. Parks Mitigation 213 Fund will contribute \$45,000.

ATTACHMENTS:

1. Resolution 65-2018
2. Shade Cover Example
3. Bid Proposals

City of Colfax

City Council

Resolution № 65-2018

APPROVING THE PURCHASE AND INSTALLATION BY ROSS RECREATION EQUIPMENT FOR SHADE STRUCTURES OVER THE LIONS BALL PARK BLEACHERS IN AN AMOUNT NOT TO EXCEED \$56,000

WHEREAS, the City Council approved a capital improvement for shade structures during the 2016/17 Fiscal Year Budget process; and

WHEREAS, City staff solicited quotes from three shade structure vendors; and

WHEREAS, Ross Recreation Equipment was the lowest responsive bidder; and.

WHEREAS, City staff is recommending approval of purchasing the two shade structures for the ball park bleachers from Ross Recreation Equipment in an amount not to exceed \$56,000.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Ross Recreation Equipment for the purchase of two bleacher shade structures in an amount not to exceed \$56,000.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of November, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

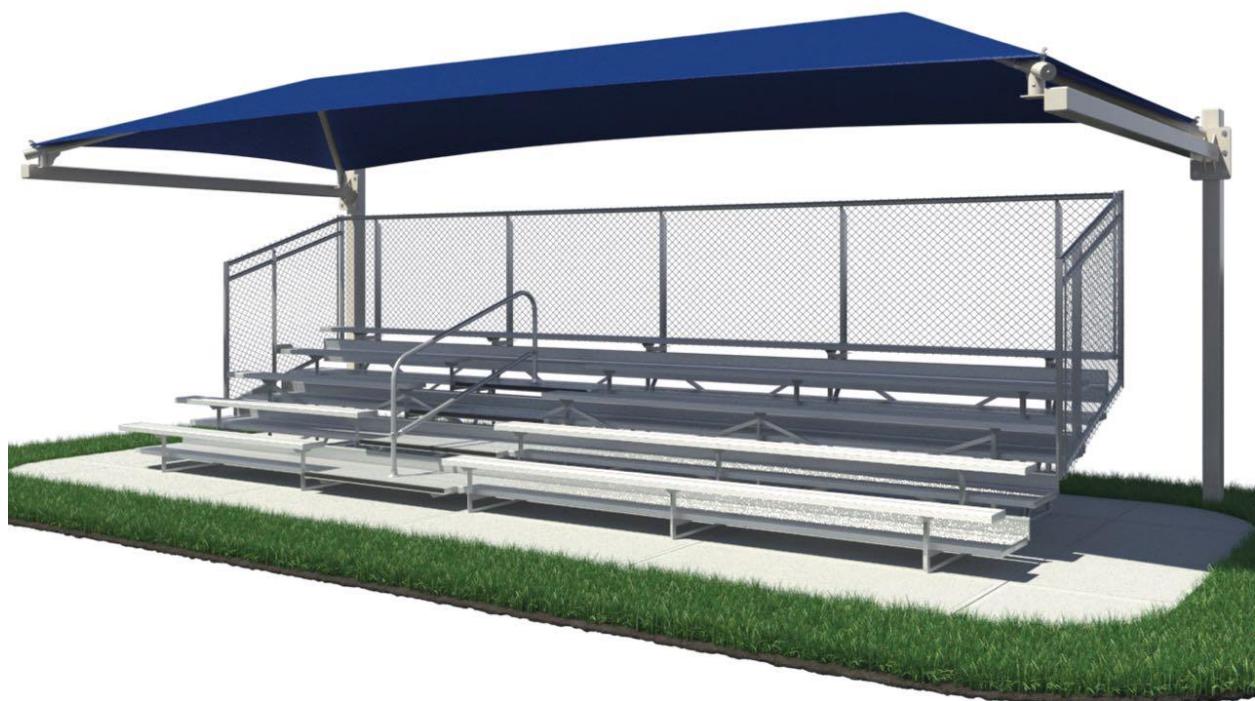
Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Shade Structure Example

The proposed structure will look similar to this.





Recreation Equipment

Building Community since 1973

Opportunity Name	Colfax Baseball Shade	Quote Number	00026958
Quote Name	Colfax Baseball Bleacher Shade	Quote Date	8/30/2018
Bill To Name	City of Colfax	Quote Exp Date	12/28/2018
Bill To	PO Box 702 33 South Main Street Colfax, California 95713 United States	Est Lead Time	12-16 weeks
		Ship To Name	City of Colfax
		Ship To	33 South Main Street Colfax, California 95713 United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Custom Canopies	30' x 10' x 17' Entry, Full Cantilever. Includes rebar footing cages, CA Fire Marshal fabric & (2) Quick-Release-Corners (estimated footing size 6' x 24" dia., this may change after engineering calculations are done)	\$9,494.00	\$9,494.00
		Structural Engineering Calculations for 30x10x17 Full Cantilever. May take 2-3 weeks to complete engineering. Soils Report needed. *Customer must approve before fabrication can begin. Lead time for equipment/materials will not begin until receipt of approved engineering to ensure proper manufacturing per engineering specifications.		
1.00	Engineering Fees	Before Engineering can begin we need 1. Fed Ex Address to send engineering 2. Address of Structure 3. Required Building Code: Wind Load: 115 mph Snow Load: 5 psf	\$978.00	\$978.00
1.00	Custom Canopies	38' x 15' x 17' Entry, Full Cantilever. Includes rebar footing cages, CA Fire Marshal fabric & (2) Quick-Release-Corners (estimated footing size 7' 6" x 30" dia, this may change after engineering calculations are done)	\$14,347.00	\$14,347.00
		Structural Engineering Calculations for 38x15x17 Full Cantilever. May take 2-3 weeks to complete engineering. Soils Report needed. *Customer must approve before fabrication can begin. Lead time for equipment/materials will not begin until receipt of approved engineering to ensure proper manufacturing per engineering specifications.		
1.00	Engineering Fees	Before Engineering can begin we need 1. Fed Ex Address to send engineering 2. Address of Structure 3. Required Building Code Wind Load: 115 mph Snow Load: 5 psf	\$978.00	\$978.00
1.00	Install-Shade	Installation of two Custom Canopies Cantilever shade shelters by a factory certified installer at prevailing wage rates. Includes saw cutting through existing concrete/asphalt, digging footings, concrete, assemble and patching existing surfacing.	\$19,125.00	\$19,125.00
		**Installation price quoted for favorable working conditions. If ROCK, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges will be incurred.		

Total Quote Amounts

Prepared By Nick Philbin

Email nickp@rossrec.com



ROSS
 Recreation Equipment

Building Community since 1973

Opportunity Name **Colfax Baseball Shade**
 Quote Name **Colfax Baseball Bleacher Shade**
 Bill To Name **City of Colfax**
 Bill To **PO Box 702**
33 South Main Street
Colfax, California 95713
United States

Quote Number **00026958**
 Quote Date **8/30/2018**
 Quote Exp Date **12/28/2018**
 Est Lead Time **12-16 weeks**
 Ship To Name **City of Colfax**
 Ship To **33 South Main Street**
Colfax, California 95713
United States

County/ City Tax	Placer County	Materials Amount	\$23,841.00
Tax Rate	7.2500%	Tax Amount	\$1,728.47
Credit Terms	Net 30 On Materials Shipment	Labor Total	\$21,081.00
		Freight Amount	\$2,000.00
		Total	\$48,650.47

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE THIS QUOTE DOES NOT INCLUDE INSTALLATION, OFFLOAD OR PERMITS.

Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

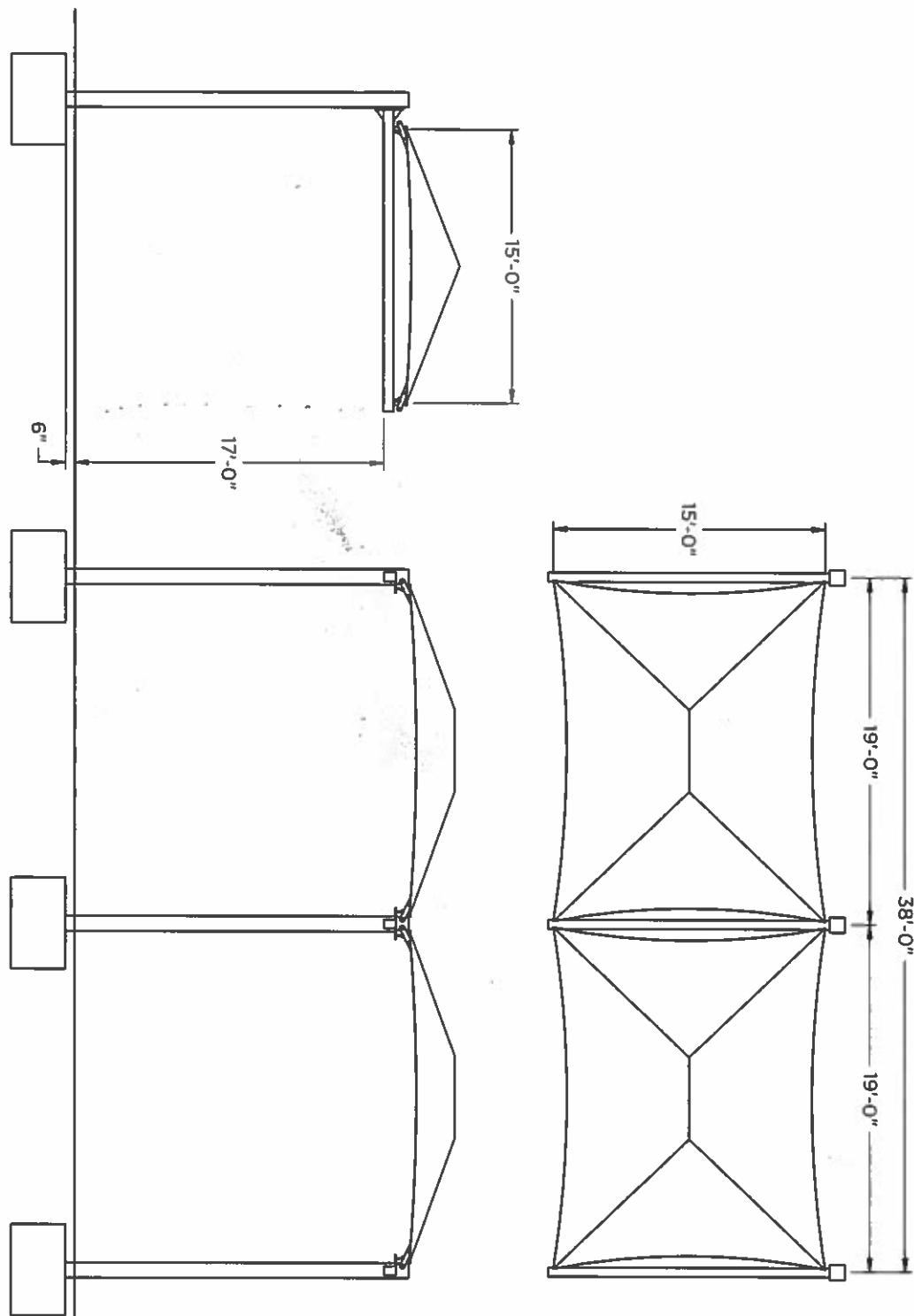
Signature _____

Name _____

Title _____

Date _____

Prepared By **Nick Philbin**
 Email **nickp@rossrec.com**



ESTIMATED FOOTINGS: 5.7" X 5.7" X 3"

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Superior Recreation Products is not responsible for deviation of final shade dimensions. All final dimensions must be verified in the field by the customer. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request.

SHADE
COLFAX BLEACHER SHADES
By SUPERIOR RECREATIONAL PRODUCTS

QUOTE	DATE	DRAWN BY
QU000162356	10/03/18	J.S.
QUOTE	SCALE	SHEET
Proposal	Not to Scale	1 of 1

S



CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL

REGISTERED FLAME RESISTANT PRODUCT

Product:

COLOURSHADE 190/F5

Registration No.

F-52001

Product Marketed By:

MULTIKNIT (PTY) LTD
BOX 798 WHITE RIVER 1240
MPUMALANGA SOUTH AFRICA

MICHAEL@SUGIMURA.COM

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal.



Deputy State Fire Marshal

Expire: 6/30/2019



10/12/2018

CA COLFAX BLEACHER SHADES

Colfax Community Services District
 Attn: Chris Clardy
 101 Park Hill Dr
 Colfax, CA 95713
 Phone: 530-368-2150
 chris.clardy@colfax-ca.gov

Project #: P90600
 Ship To Zip: 95713

Quantity	Part #	Description	Unit Price	Amount
1	CUSTOM SHADE	GT-Shade - Rectangular Hanging Cantilever Hip Shade 30' x 10' x 17.5' Entry Height. 17' Above Surfacing Material. (3) Columns On Base Plates At 8x8x1/4" (3) Beams At 5x5x3/16" Rafters At 2.875" With Glide Elbows (1) Fabric	\$6,350.94	\$6,350.94
1	CUSTOM SHADE	GT-Shade - Multi Dome Rectangular Hanging Cantilever Hip Shade 38' x 15' x 17.5' Entry Height 17' Above Surfacing Material. (2) Domes Each 19' x 15' Entry Height. (3) Columns On Base Plates At 12x12x1/4" (3) Beams At 8x6x1/4" Rafters At 2.875" With Glide Elbows (2)	\$11,495.50	\$11,495.50
2	SEALED DRAWINGS	GT-Shade -	\$850.00	\$1,700.00

INSTALLATION NOT INCLUDED IN THIS PROPOSAL

CUSTOMER IS RESPONSIBLE FOR VERIFYING ALL ITEMS AND QUANITIES. DC/JB

SubTotal: \$19,546.44
 Tax: \$1,417.12
 Estimated Freight: \$2,124.29
 Total Amount: \$23,087.85
Install: 29,359.00

TTL: 52,446.85

 <p>Recreation Project Services Inc. Installation and Inspections</p>	<h1>QUOTE</h1>
<p>Recreation Project Services, Inc. 1461 Freswick Dr. Folsom, CA. 95630 916.230.3186</p>	<p>The following number must appear on all related correspondence, shipping papers, and invoices: QUOTE NUMBER: 101018</p>
<p>TO: GameTime, Inc. 150 Playcore Drive SE Fort Payne, AL 35967</p>	<p>JOB SITE ADDRESS: Colfax, CA</p>

<ol style="list-style-type: none"> 1. Customer will be billed quoted amount upon acceptance of this quote. 2. Payment will be due upon completion of services. 3. Please email signed quote. 4. Send all correspondence to: recprojectservices@gmail.com <p>Customer Acceptance (Sign Below):</p> <p>X _____</p>	<p>Notes:</p> <p>Rock clause in effect. Quoted price of install assumes no sub-surface obstructions and level installation site. Subsurface obstructions preventing excavation with reasonable means will be discussed prior to work as needed, if necessary.</p>
<p>Authorized By:</p>	<p>Date:</p>

Date: 10/2/2018

Proposal for USA SHADE & Fabric Structures

Project Information:			Sales Information:		
Purchaser:	City of Colfax	Contact:	Chris Clardy	Contact:	Jenny Dempsey
Project Name:	Lions Children's Park	Phone:	530-368-2150	Phone:	916-217-3507
Quote No:	JLD20181001-01	Fax:		Fax:	714-538-2445
PO No:		Email:	Chris.clardy@colfax-ca.gov	Email:	jdempsey@usa-shade.com

Billing Information:		Shipping Information:		Jobsite Information:	
City of Colfax		NORTHERN CALIFORNIA		Lions Children's Park	
PO Box 702		927 Enterprise Way, Suite A		Parkhill Dr	
Colfax		Napa		Colfax	
CA		CA		CA	
95713		94558		95713	
Contact:	Chris Clardy	Contact:	Construction Department	Contact:	Chris Clardy
Phone	530-368-2150	Phone	714-427-6981	Phone	530-368-2150
Fax:		Fax:	714-538-2445	Fax:	
Email:	Chris.clardy@colfax-ca.gov	Email:		Email:	Chris.clardy@colfax-ca.gov

CORPORATE ADDRESS:

8505 Chancellor Row
 Dallas, TX 75247-5519

REMITTANCE ADDRESS:

P.O. Box 734158
 Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
 Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
 Napa, CA 94558

ARIZONA:

2452 W. Birchwood Ave, Suite 112
 Mesa, AZ 85202

LAS VEGAS:

6225 S. Valley View Blvd., Suite 112
 Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

www.usa-shade.com

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV:78724 NM: 383826 TN: 68712 DIR: 1000003533



ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
	<i>Intentionally left blank</i>		
TOTAL FOR ACCESS/MISC ITEMS:			\$ -

PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	\$ -
Shipping/Handling	Included
SUBTOTAL	Included
Sales Tax (7.25%)	Included
Engineering	Included
Installation	Included
TOTAL PRICE	\$ 85,715.61

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	PO/Contract
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	
NOTES:	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel, fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	CBC 2016	
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	24 X 36	
No. of Sealed Drawings	4	
Calculations Required	Yes	

INCLUSIONS / EXCLUSIONS								
INCLUDED		EXCLUDED		ENGINEERING REQUIREMENTS		INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal - BY OTHERS		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee - BY OTHERS		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees - BY OTHERS		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures)		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, rooftops, or Other		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey - BY OTHERS		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees - BY OTHERS		



Structure Pricing

Structure 1

UNIT IMAGE	UNIT DETAILS		
	Unit Quantity:	2	Foundations By
	Unit Type:	Full Hip Cantilever	Grout Installation
	Structure Size:	18'x36'	Base Attachment:
	Entry Height:	17'	Footing Type:
	No of Columns:	2	Anchor Bolts:
	No of Fabric Tops:	1	Concrete Cutting:
	Fabric Type:	Colourshade_FR	Dirt Removal:
	Fabric Color:	TBD	Surface Type:
	Steel Finish:	Powder Coated	NOTES
	Steel Color:	TBD	
PRICE	Electrical Provisions:	N/A	
See Below	Cable/HDW Finish:	Galvanized	
	Concept No:		



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager

PREPARED BY: Brian Eagan Battalion Chief

DATE November 8, 2018

SUBJECT: Fire Equipment Grant Acceptance

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: up to \$3,970	FUND: 292
--------------------------	-----	-------------------------------------	--------	--------------------------	-----------	-----------------------	-----------

RECOMMENDED ACTION: Adopt Resolution 66-2018 approving the Department of Forestry and Fire Protection Agreement required by CalFire as a condition to receiving grant funds in the amount of \$ 3,970 for the grant application for the 2018/19 Fiscal Year.

DISCUSSION AND SUMMARY:

The Volunteer Fire Assistance (VFA) Grant Program provides funding to organize, train, and equip fire departments in rural areas and rural communities to prevent and suppress fires. CAL FIRE is responsible for administering these grant funds and has been authorized to make awards on a matching basis to public entities such as cities, counties, special districts and volunteer fire departments.

The City received notification on July 23, 2018 from the Department of Forestry and Fire Protection that the Colfax City Fire Department has been selected for funding in the amount of \$3,970. In order to receive the funding, Council must approve a resolution which is in the State format to accept the funds and memorialize the obligation to match funds. Council approval and acceptance of the Grant Agreement package is due back to CAL FIRE before December 2018.

The City will purchase the items for the fire department beginning February 2019 and submit all invoices by June 30, 2019. Reimbursement for grant funds (50% of expenditures) will be received up to eight weeks after invoices are submitted.

ATTACHMENTS:

1. Resolution 66-2018
2. Award Letter
3. Contract

City of Colfax

City Council

Resolution № 66-2018

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

IN THE MATTER OF Resolution Number: 66-2018 Approving the Department of Forestry and Fire Protection Agreement #7FG18019 for service from the date of last signatory on page 6 of the Agreement to November 14, 2018 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the City Council of the City of Colfax that said City does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2018-19 up to and no more than the amount of \$3,970.00.

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 14th day of November 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 66-2018.

WITNESS MY HAND OR THE SEAL OF THE City of Colfax, on this 15th day of November, 2018.

Lorraine Cassidy

City Clerk, City of Colfax

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.fire.ca.gov
(916) 653-7772



July 23, 2018

City of Colfax Fire Department
P.O. Box 702
Colfax CA, 95713
ATTN: Brian Eagan

Dear Battalion Chief Brian Eagan,

Congratulations! City of Colfax Fire Department's 2018 Volunteer Fire Assistance (VFA) application has been selected for funding in the amount of \$3,970.00. Please be aware that due to the number of applications CAL FIRE received this year, we may have reduced your funding so that we could use the federal funds to the fullest.

Enclosed is your VFA Agreement 7FG18019 package to be completed and **returned to me no later than December 1, 2018** or the award will be forfeited. The package includes Instructions/Checklist, your department's VFA Agreement to be completed, your approved VFA award application, a copy of the CAL FIRE Board of Resolution template (if needed), the STD. 204 form with sample, and the AD 1048 form with sample. It is important that you read and follow the instructions carefully.

DO NOT purchase any items and or do any work until you receive a fully executed agreement signed by CAL FIRE with a letter advising you that you may purchase the items and /or begin work. Any items purchased and/or work done prior to the *last* CAL FIRE signature date will not be reimbursable.

If your governing body chooses not to accept the award, or your department cannot use any portion of the award, please notify me as soon as possible. This will enable us to reallocate the funds to another fire department.

Utilize the 2018 VFA Procedural Guide for important dates and instructions.

If you have any questions you may call me at (916) 653-3649 or email at Megan.Esfandiary@fire.ca.gov.

Sincerely,

Megan Esfandiary
Grant Analyst
Grants Management Unit

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by
and between the STATE of California, acting through the Director of the Department of Forestry and
Fire Protection hereinafter called "STATE", and _____ The City of Colfax _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2018 or LOCAL AGENCY will forfeit the funds.
7. **GRANT AND BUDGET CONTIGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 2 OF 6

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2018 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$3,970.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2019.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2019 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.
11. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 3 OF 6

LOCAL AGENCY: City of Colfax
PO Box 702
Colfax, CA 95650
Attention: Wes Heathcock
Telephone Number(s): 530-346-2313
FAX Number: 530-346-6214
E-mail wes.heathcock@colfax-ca.gov

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-3649

12. **PURPOSE:** Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. **COMBINING:** In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. **OVERRUNS:** In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. **UNDERRUNS:** In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
16. **FEDERAL INTEREST IN EQUIPMENT:** The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 4 OF 6

17. **EQUIPMENT INVENTORY:** Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT:** LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES:** In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION:** LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. **DRUG-FREE WORKPLACE REQUIREMENTS:** LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 5 OF 6**

- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2019.**

23. **TERMINATION: This Agreement may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.**

24. **AMENDMENTS: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.**

25. **INDEPENDENT CONTRACTOR: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.**

VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 6 OF 6

IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the last signatory date below.

STATE OF CALIFORNIA
 DEPARTMENT OF FORESTRY
 AND FIRE PROTECTION

By: _____
 Signature

Dan Sendek
 Printed Name

Staff Chief
 Title
Cooperative Fire Programs

Last Signatory Date

LOCAL AGENCY

By: _____
 *Signature

Wes Heathcock
 Printed Name

City Manager, City of Colfax
 **Title

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this **Agreement**.

Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this **Agreement.

***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

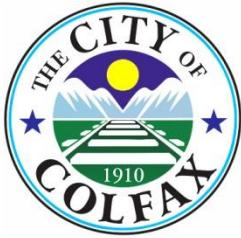
AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,970.00	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal	Department of General Services Use Only
(OPTIONAL USE) Vendor #					
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 29	STATUTE 2018	FISCAL YEAR 18/19	DGS APPROVAL NOT REQUIRED PER SAM 1215
TOTAL AMOUNT ENCUMBERED TO DATE \$3,970.00	OBJECT OF EXPENDITURE (CODE AND TITLE) 18-9214-418.99-				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.		
SIGNATURE OF CDF ACCOUNTING OFFICER X		DATE			

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Dane Schilling, City Engineer
DATE: November 8, 2018
SUBJECT: Acceptance of Real Property for S. Auburn St. and I-80 Roundabout Project (Federal Aid Project CML-5187(010))

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

RECOMMENDED ACTION: Adopt Resolution 67-2018 authorizing the City Manager to accept real property and execute right-of-way certifications associated with the South Auburn Street and Interstate 80 Roundabout Project.

BACKGROUND AND DISCUSSION:

City of Colfax's adopted budget for Fiscal Years 2018-2019 and 2019-2020 includes \$2,453,000 for the design and construction of the S. Auburn Street and I-80 Roundabout Project ("Project").

On November 8, 2017, the City of Colfax adopted Resolution 51-2017 authorizing the City Manager to enter into a Consultant Services Agreement with Omni-Means for preliminary design, final design, right-of-way services, utility coordination services, Caltrans coordination services, and bid support services for the Project. These efforts are nearly complete and in the next few weeks the City will begin the process of submitting a request for authorization to construct (RFA CON) to Caltrans for review and approval. Once that approval is granted (estimated January 2019) the City will be able to solicit bids for construction of the Project.

The project has an extremely aggressive schedule for this type of project. If all approvals are obtained in a timely manner, the project is scheduled to go out to bid as early as January 2019 with construction beginning in April 2019 and ending as early as September 2019.

Construction of the Roundabout Project will require a portion of the Maidu Village Travel Center development site (Assessor's Parcel Number 100-240-016) for construction of roadways, sidewalks, landscape areas, street lighting and utilities. The required right-of-way is shown on Attachment 2.

Colfax Auburn, LLC, is the owner and developer of the Assessor's Parcel Number 100-240-016 and is willing to dedicate the required land for the Project with the understanding that the value of the dedicated land would be credited against the costs due from the Developer for the Developer's fair share cost of the Roundabout Project. The Developer has submitted a development project for City review and eventual entitlement and entered into a Road Improvement Deposit Agreement (Attachment 5).

Also, the use of federal-aid funding requires that the City certify that all rights-of-way required for the federal-aid projects are secured prior to issuance of authorization to bid federal-aid funded projects such as the Roundabout Project.

FISCAL IMPACT:

The value of the right of way dedication is \$21,097 and will be used to offset the developer's fair-share contribution costs of the design and construction of the roundabout project. This value is calculated based on dedication of 9,190 square feet of land needed for Roundabout Project and the Developer's purchase price of \$100,000/acre.

ATTACHMENTS:

1. Resolution 67-2018
2. Right of Way Dedication Exhibit
3. Right of Way Dedication Exhibit A-Legal Description
4. Right of Way Dedication Exhibit B-Plat
5. Road Improvement Deposit Agreement

City of Colfax

City Council

Resolution № 67-2018

AUTHORIZING THE CITY MANAGER TO ACCEPT REAL PROPERTY AND EXECUTE RIGHT-OF-WAY CERTIFICATIONS ASSOCIATED WITH THE SOUTH AUBURN STREET AND INTERSTATE 80 ROUNDABOUT PROJECT

WHEREAS, the City of Colfax Fiscal Year 2018-19 Budget includes the S. Auburn Street/I-80 Roundabout project (“Roundabout Project”); and

WHEREAS, Colfax Auburn, LLC, a California Limited Liability Company, is the owner and developer (“Developer”) of the vacant parcel adjacent to the Roundabout Project site (Assessor’s Parcel Number 100-240-016, “Developer’s Site”); and

WHEREAS, constructing the Roundabout Project will require a portion of the Developer’s Site for construction of roadways, sidewalks, landscape areas, street lighting and utilities; and

WHEREAS, the Developer is willing to dedicate the portion of the Developer’s Site necessary to construct the Roundabout Project, subject to a credit equal to the value of the land against the Developer’s fair share costs of the Roundabout Project; and

WHEREAS, the Developer has submitted a development project for City review and eventual entitlement; and entered into a Road Improvement Deposit Agreement; and

WHEREAS, as a condition of the federal-aid funding on the Roundabout Project, Caltrans Office of Local Assistance requires that the City certify that all right-of-way required for the Roundabout Project has been secured prior to issuance of authorization to bid the Roundabout Project.

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

1. Authorizes the City Manager to sign a certificate of acceptance for the portion of the real property known as Placer County Assessor’s Parcel Number 100-240-016, as described on the attached Exhibits A and B, for construction of the South Auburn Street and Interstate 80 Roundabout Project.

2. Authorizes the City Manager to execute right-of-way certifications that may be required as a condition of the federal-aid funding for the S. Auburn Street/I-80 Roundabout project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of November 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

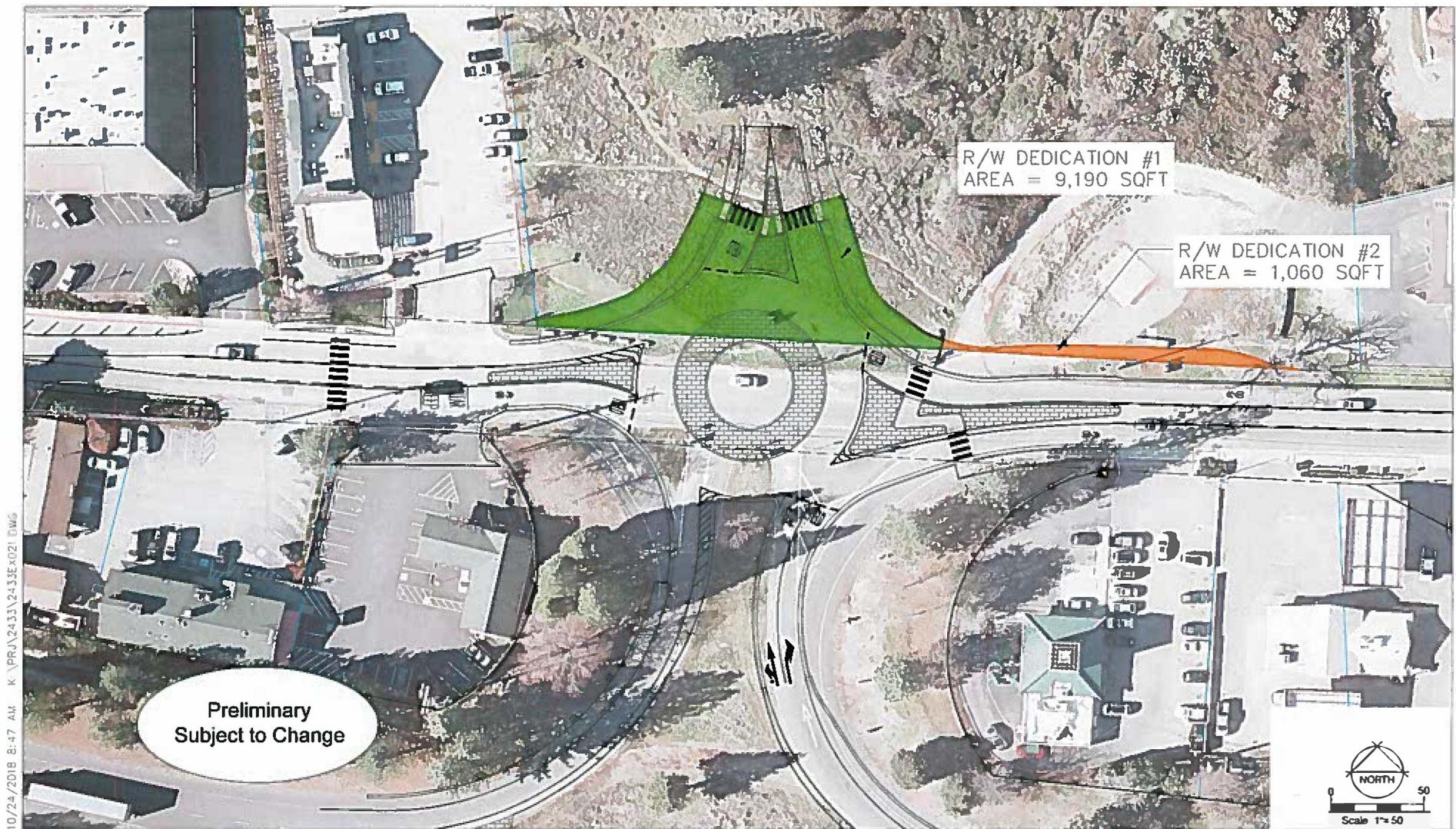
ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Attachment 2 Right of Way Dedication Exhibit



S Auburn St and Interstate 80 Roundabout Project
Colfax, California

Attachment 3
EXHIBIT "A"

A.P.N. : 100-240-016
Right of Way

All that real property situate in the City of Colfax, County of Placer, State of California, lying within the North East Quarter of Section 3, Township 14 North, Range 9 East, M.D.M. and being a portion of the Remainder Parcel as shown on Record of Survey filed in Book 20 Page 42 of Maps, Placer County Records, and being more particularly described as follows:

Beginning at the South East corner of said Remainder Parcel, said point also lying on the West Right of Way line of South Auburn Street, thence along the South line of said Remainder Parcel South 84°00'49" West, 4.27 feet; thence leaving the South line of said Remainder Parcel the following Seventeen courses:

- 1.) a curve to the left having a radius of 177.87 feet, through a central angle of 15°30'21", and being subtended by a chord bearing and distance of North 14°15'11" West, 47.99 feet
- 2.) a curve to the left having a radius of 34.00 feet, through a central angle of 19°22'14", and being subtended by a chord bearing and distance of North 31°40'24" West, 11.44 feet
- 3.) North 41°21'27" West, 14.66 feet
- 4.) a curve to the left having a radius of 34.00 feet, through a central angle of 22°39'41", and being subtended by a chord bearing and distance of North 52°41'06" West, 13.36 feet
- 5.) North 64°00'44" West, 21.96 feet
- 6.) a curve to the left and having a radius of 81.37 feet, through a central angle of 7°30'16", and being subtended by a chord bearing and distance of North 67°45'54" West, 10.65 feet
- 7.) North 71°31'15" West, 0.45 feet
- 8.) North 20°49'20" East, 38.49 feet
- 9.) North 17°16'59" West, 41.54 feet
- 10.) a curve to the left having a radius of 283.38 feet, through a central angle of 2°36'30", and being subtended by a chord bearing and distance of North 73°24'42" East, 12.90 feet
- 11.) North 72°06'29" East, 32.81 feet
- 12.) a curve to the left having a radius of 33.38 feet, through a central angle of 34°51'53", and being subtended by a chord bearing and distance of North 54°40'26" East, 20.00 feet
- 13.) North 37°14'23" East, 21.98 feet
- 14.) a curve to the left having a radius of 13.37 feet, through a central angle of 12°14'12", and being subtended by a chord bearing and distance of North 31°06'53" East, 2.85 feet
- 15.) a curve to the left having a radius of 97.38 feet, through a central angle of 5°55'39", and being subtended by a chord bearing and distance of North 22°01'28" East, 10.07 feet
- 16.) North 18°52'31" East, 0.63 feet
- 17.) South 70°56'27" East, 5.27 feet to a point on the East line of said Remainder Parcel, said point also lying on the West Right of Way line of South Auburn Street; thence along the East line of said Remainder Parcel and the West Right of Way line of South Auburn Street South 03°18'18" West, 218.18 feet to the Point of Beginning containing 9,183 square feet more or less.

See Exhibit 'B' attached hereto and made a part of this description.
End of Description

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 2, NAD'83. Rotate bearings clockwise 00°50'39" to achieve record bearings of said Remainder Parcel. Distances shown are ground based.

This description has been prepared by me or under my direct supervision.


Ryan Thompson L.S. 8749

11-5-2018
Date

UNICO Engineering, Inc.
Folsom, CA



Attachment 4

DOC#2017-0009520

$CH=N22^{\circ} 01' 28"E 10.07'$
 $\Delta=5^{\circ}55'39"$
 $R=97.38$
 $L=10.07$

$CH=N31^{\circ} 06' 53"E 2.85'$
 $\Delta=12^{\circ}14'12"$
 $R=13.37$
 $L=2.86$

$N37^{\circ} 14' 23"E 21.98'$
 $CH=N54^{\circ} 40' 26"E 20.00'$
 $\Delta=34^{\circ}51'53"$
 $R=33.38$
 $L=20.31$

$N72^{\circ} 06' 29"E 32.81'$
 $CH=N73^{\circ} 24' 42"E 12.90'$
 $\Delta=2^{\circ}36'30"$
 $R=283.38$
 $L=12.90$

$N17^{\circ} 16' 59"W 41.54'$

ACCESS EASEMENT DOC#2011-0103608

$N20^{\circ} 49' 20"E 38.49'$

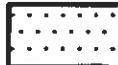
$N71^{\circ} 31' 15"W 0.45'$
 $CH=N67^{\circ} 45' 54"W 10.65'$
 $\Delta=7^{\circ}30'16"$
 $R=81.37$
 $L=10.66$

$N64^{\circ} 00' 44"W 21.96'$

$CH=N52^{\circ} 41' 06"W 13.36'$
 $\Delta=22^{\circ}39'41"$
 $R=34.00$
 $L=13.45$

SOUTH AUBURN STREET

POB: POINT OF BEGINNING



AREA: 9,183 SF

$N41^{\circ} 21' 27"W 14.66'$

$CH=N31^{\circ} 40' 24"W 11.44'$
 $\Delta=19^{\circ}22'14"$
 $R=34.00$
 $L=11.49$

$CH=N14^{\circ} 15' 11"W 47.99'$
 $\Delta=15^{\circ}30'21"$
 $R=177.87$
 $L=48.14$

$S84^{\circ} 00' 49"W 4.27'$



1"=40'

DATE
11-5-2018

SHEET 1 OF 1

COUNTY OF PLACER

EXHIBIT B
RIGHT OF WAY

APN 100-240-016

CALIFORNIA

UNICO
ENGINEERING

110 BLUE RAVINE RD SUITE 101 | FOLSOM, CA 95630
PHONE: 916 900 6623 | unicoengineering.com

ROAD IMPROVEMENT DEPOSIT AGREEMENT

This Road Improvement Deposit Agreement (“Agreement”) is made and entered by and among the City of Colfax, a General Law City and Municipal Corporation of the State of California (“City”), and Colfax Auburn, LLC, a California Limited Liability Company (“Developer”). The City and Developer may be referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

This Agreement is entered on the basis of the following facts, understandings and intentions of the Parties:

A. Developer owns approximately 8.3152 acres of unimproved real property on South Auburn Street near its intersection with the westbound Interstate-80 on-ramp and off-ramp in Colfax, California, commonly known and described as Placer County Assessor’s Parcel #100-240-016-000 (the “Property”). The Property is generally depicted on Placer County, California Assessor’s Map Book 100, Page 24 attached as Exhibit A hereto and by this reference incorporated herein.

B. Developer is a limited liability company, organized and existing under the laws of the State of California, in good standing thereunder, and qualified to conduct business in California. Developer intends to develop the Property to include a motel, sit-down restaurant, gas station, fast food restaurant and commercial building, and to provide necessary public vehicular, pedestrian and other access, ingress and egress (the “Developer’s Project”). The Developer’s Conceptual Site Plan for the Developer’s Project is attached hereto, marked Exhibit B and by this reference incorporated herein. The City and Developer understand and agree that the Developer’s Project may change and that nothing in this Agreement is intended to require the Developer to construct the development depicted in Exhibit B hereto, to preclude Developer from doing so or from changing the Developer’s Project, or to vest Developer with any development rights regarding the Property or the Developer’s Project. The City and Developer intend to enter a separate development agreement in which Developer will be vested with the right to develop the Property on mutually-agreed conditions (the “Development Agreement”).

C. The Property is located near the intersection of South Auburn Street, and the on-ramp and off-ramp to westbound Interstate-80 (the “Intersection”). The City and Developer envision that the Intersection will provide primary access to the Property and the Developer’s Project.

D. The Developer initially anticipated that modifying the Intersection, and installing a traffic signal, would adequately mitigate the traffic impacts of the Developer’s Project and allow the Developer’s Project to be constructed as the Developer anticipated. Although the Parties disagree regarding the facts and circumstances that have transpired, it has been determined that construction of a roundabout is the preferred solution at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80 (the “Roundabout”).

E. Constructing the Roundabout will require the City to acquire a portion of the Property. The Developer and the City intend to address the terms under which Developer may be willing to dedicate a portion of the Property necessary to construct the Roundabout (the “Roundabout Dedication”), in the anticipated Development Agreement.

F. The City has initiated the design, planning and engineering of the Roundabout at the intersection of South Auburn Street and the on-ramp and off-ramp to westbound Interstate-80. Once the Roundabout is constructed, the traffic impacts of the Developer’s Project are anticipated to be sufficiently mitigated to allow the Developer’s Project to be developed so long as other road improvements as described below are simultaneously developed and the Developer’s Project does not change in a manner that would affect traffic flows.

G. Development of the Developer’s Project will require the Developer to construct certain street widening and frontage improvements on South Auburn Street, a fourth leg to the intersection to enter the site, and associated right-of-way dedications to the City (the “Road Improvements”). The Road Improvements represent that portion of the roundabout intersection improvements that are wholly for the benefit of Developer’s project and which for practical purposes must be constructed as an integral part of the Roundabout construction that will be performed by the City. Absent these extraordinary circumstances the Developer would normally separately and independently cause the construction of the Road Improvements. The Road Improvements are generally depicted in Exhibit C attached hereto and by this reference incorporated herein. The Parties agree that constructing the Road Improvements independent of building the Roundabout is impractical and infeasible, and both Parties will benefit from constructing the Road Improvements in a single project.

H. Construction of the Road Improvements is estimated to cost \$240,000.00, excluding the extension of utilities to the Property, as reflected in the most current cost estimate attached as Exhibit D hereto and by this reference incorporated herein.

I. The City has limited resources available to fund the construction of the Roundabout. It has secured partial funding commitments but a funding shortfall of approximately \$450,000.00 remains. The City does not have the financial ability to address that funding shortfall, and will not proceed with the design, planning, engineering or construction of the Roundabout unless that funding shortfall is adequately addressed.

J. The Colfax Municipal Code establishes and requires payment of fees to mitigate the road impacts created by development projects (“Road Mitigation Fees”). The Developer’s Project is one such project for which it is anticipated that the Developer will incur and be required to pay Road Mitigation Fees to cover a portion of the Roundabout funding shortfall. Developer’s willingness to advance Road Mitigation Fees and otherwise consider a fair share contribution to the Roundabout will be addressed in the anticipated Development Agreement.

K. By this Agreement, the City and Developer desire to establish a cooperative process whereby the Developer will advance the estimated \$240,000.00 cost of the Road Improvements as a good faith affirmation of its willingness and interest to participate in the cost of the roundabout construction while Developer’s entitlement applications are pending and

before approval of the parties anticipated pending Development Agreement. The City will proceed diligently and in good faith with the design, engineering, financing, permitting, supervision and construction of the Roundabout and the Road Improvements, with the understanding that the Development Agreement and other Developer's entitlement permits may be required before full Developer funding commitments are made.

L. The cooperative process the City and Developer are developing may involve Developer advancing the entire \$450,000.00 funding shortfall the City is experiencing. As of the Effective Date of this Agreement, the Parties anticipate that additional Developer advances may include prepayment of the Road Mitigation Fees applicable to Developer's Project. The terms of any additional Developer advances will be negotiated in conjunction with the pending Development Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Developer agree as follows:

Section 1: Incorporation of Recitals.

1.1 The foregoing Recitals are true and correct statements of fact and are incorporated into this Agreement by this reference.

Section 2: Effective Date and Term.

2.1 **Effective Date.** This Agreement shall be dated and the obligations of the City and the Developer shall be effective as of the date upon which this Agreement is executed by the City (the "Effective Date").

2.2 **Term.** The Term of this Agreement shall commence on the Effective Date and shall expire two (2) years thereafter unless extended as hereinafter provided.

Section 3: Road Improvements.

3.1 **City Obligation:** If the Developer advances the estimated cost of the Road Improvements as hereinafter provided, the City shall, at its cost, diligently and in good faith proceed with the design, engineering, financing, permitting, supervision and construction of the Roundabout and the Road Improvements subject to further agreement between the parties regarding the balance of the Developer funding needed by the City that will be addressed in the pending Development Agreement and entitlement terms and conditions. The funds deposited by Developer shall be applied by the City to pay the actual costs of the Road Improvements as part of the full construction of the Roundabout and shall be paid and applied as hereinafter provided.

3.2 **Developer Deposit:** Upon written request by the City, the Developer shall deposit the estimated \$240,000.00 cost of the Road Improvements ("Developer's Deposit") into an interest-bearing custodial escrow account (the "Escrow Account") in the name of the City with a

depository that the City shall select, subject to Developer's reasonable approval. Developer's Deposit shall earn interest at a rate customarily set by the depository in the normal course of its business. Upon making Developer's Deposit, Developer shall sign escrow instructions and such other documents as are necessary to allow the City to expend Developer's Deposit upon the City's application to the escrow holder without additional approval by Developer, provided that such expenditures are otherwise in conformance with the terms of this Agreement. Once deposited and unless the deposited funds are refunded or credited as hereinafter provided, the Developer shall have no further obligation for Road Improvement Construction Costs except for cost increases provided for in Section 4.3 and any additional utility relocation costs not included in the Road Improvement Cost Exhibit D.

Section 4. Expenditure and Credit or Return of Developer's Deposit.

4.1 Expenditure. The City has secured funding commitments for a majority of the cost of the design, engineering, financing, permitting, supervision and construction of the Roundabout but does not have sufficient resources to proceed without the Developer's Deposit or another source of funds. The Developer is willing to deposit the Developer's Deposit in accordance with the terms and conditions of this Agreement in order to provide availability of Developer funding sureties while the City is proceeding with the Roundabout planning and development. To that end, the City may expend the Developer's Deposit on the following terms and conditions:

4.1.1 The City may expend the Developer's Deposit only for the design, engineering, financing, permitting, supervision and construction of the Road Improvements, except that during the interim between the deposit and the commencement of Roundabout construction the City may use ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) of the deposit funds to pay for general Roundabout related design, engineering, and other consulting services, with the understanding that the funds so used shall be applied to Road Improvement related costs, or as provided in Section 4.2.1, the funds shall be refunded to Developer.

4.1.2 The City shall expend funds in its possession that have been allocated to the Roundabout Project before it expends the Developer's Deposit for Road Improvements

4.1.3 The City shall reasonably and in good faith negotiate the terms and conditions of a Development Agreement within the time constraints contained in Section 4.2.2 below.

4.1.4 The City shall notify the Developer of the City's intent to expend any part of the Developer's Deposit at least five (5) days prior to the expenditure. Such notice shall identify the purpose and estimated cost of each expenditure. If the Developer fails to object in writing to the proposed expenditure within that five-day period, the Developer shall be deemed to have approved the expenditure. If the Developer objects in writing to the expenditure within that five-day period, the Parties shall promptly meet and discuss the basis for the Developer's objection. A failure to object by Developer shall not constitute a waiver of the City's obligation to comply with the terms and conditions of this Agreement.

4.1.5 The expenditure of any funds is subject to the conditions set forth in Section 4.2 below.

4.2 Deposit Expenditure Conditions, Credit or Return of Developer's Deposit. Expenditure of the Developer's Deposit shall be conditioned, returned or credited as follows:

4.2.1 The Developer's Deposit assumes, in part, the successful negotiation of the Development Agreement. To that end, if the Parties have not successfully negotiated the Development Agreement within 120 days of the date of this Agreement, then the Developer's Deposit shall, be refunded to Developer in full together with all interest accrued thereupon in the Escrow Account, as follows:

4.2.1.1 If the City has or can reasonably acquire sufficient cash resources to refund the entire Developer's Deposit and accrued interest, then the City shall repay the Developer's Deposit and all interest accrued thereupon in cash or equivalent.

4.2.1.2 If the City reasonably and in good faith determines that refunding the Developer's Deposit and all accrued interest in full is not feasible, the City shall repay the Developer's Deposit pursuant to the terms of a promissory note (the "Refund Note"). If this repayment option is selected by the City, the Refund Note shall (a) have a principal balance equal to the full unpaid balance of the Developer's Deposit not refunded, (b) be due and payable in two equal annual installments of interest and principal, (c) be fully amortized over its duration, and (d) carry interest at the rate of three percent (3%) per annum.

4.2.1.3 The Developer may, in its discretion, elect to apply the sums to be refunded or owed by the City on the Refund note to mitigation impact fees or other City exactions applicable to Developer's Project.

4.2.2 The Developer's Deposit is also conditioned, in part, upon the Roundabout being constructed in a timely fashion. To that end, if construction of the Roundabout has not commenced by July 1, 2019, then the Developer's Deposit together with all interest that has accrued thereupon in the Escrow Account shall be refunded to Developer in accordance with Sections 4.2.1.1., through 4.2.1.3, inclusive.

4.2.3 The Developer has made application for the following described entitlements for Developer's Project. Such entitlement approvals will be addressed in the pending Development Agreement. If these entitlement approvals are not received in accordance with a mutually acceptable Development Agreement, then the Developer's Deposit with accrued interest shall be refunded to Developer in full together with all interest accrued thereupon in the Escrow Account in accordance with Sections 4.2.1.1., through 4.2.1.3, inclusive.

4.2.4 The City shall not, without the Developer's written consent, expend more than \$150,000.00 of the Developer's Deposit before the anticipated Development Agreement is approved, at which time the funds shall be expended to pay for Road Improvement costs or otherwise allocated as set forth in a mutually acceptable Development Agreement.

4.3 Reconciling Road Improvement Costs. The Parties understand and agree that the Developer's Deposit is an estimate of the Road Improvement Costs and that the actual cost of

constructing the Road Improvements may be more than, or less than, \$240,000.00. If the actual cost of constructing the Road Improvements exceeds the Developer's Deposit, then the difference between the actual cost of constructing the Road Improvements and Developer's Deposit shall be paid by the Developer to the City. If the actual cost of constructing the Road Improvements is less than the Developer's Deposit, then the difference between \$240,000.00 and the actual cost of constructing the Road Improvements shall be refunded or credited to the Developer. The City shall secure a separate reasonable and good faith line item bid for the Road Improvements as part of its overall Roundabout construction contract and shall provide Developer with a copy of this bid prior to City contract acceptance. City and Developer shall meet and confer in good faith to ensure a reasonable Road Improvement cost. Provided that the additional costs do not exceed 10% of the above cost estimate, the City may proceed over any objections of the Developer, who shall deposit the additional required funds promptly. If the Road Improvement construction costs exceed the 10% increase, then the parties shall in good faith attempt to secure alternative lower cost bids. If no lower costs bids can be reasonably secured, then Developer shall contribute such additional funds as are required.

4.4 Covenants Run With The Land. All of the conditions, covenants and agreements herein, including without limitation all dedications, fees, exactions, and payments required by this Agreement shall run with the land and encumber the Property.

Section 5. Transfers and Assignments.

5.1 No Transfer Without City's Consent. Developer shall not assign, transfer, pledge, encumber or otherwise dispose of any interest under this Agreement without the City's prior written consent, which the City may approve or deny in its sole discretion. An assignment approved or permitted by this Section shall not release the assignor from any liabilities arising prior to the date of such assignment. Any disposition by the Developer without the prior written consent of the City as herein provided, whether it be voluntary or involuntary, by operation of law or otherwise, shall be deemed void and shall, at the option of City, be an Event of Default hereunder. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent disposition.

Section 6. Notices.

6.1 Procedure. Any notice or communication required pursuant to this Agreement by any Party ("Notices") shall be in writing and shall be given either personally, by facsimile transmission, by Federal Express or other similar courier promising overnight delivery, or by regular U.S. mail.

(a) If given by Federal Express or similar courier, the Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier.

(b) If personally delivered, a Notice shall be deemed to have been given when actually delivered to the Party to whom it is addressed.

(c) If delivered by facsimile transmission, a Notice shall be deemed to have been given upon receipt of the entire document by the receiving Party's facsimile machine as shown

by the transmission report issued by the transmitting facsimile machine. Notice transmitted after 5 p.m. or on Saturday or Sunday shall be deemed to have been given on the next business day.

(d) If delivered by regular U.S. mail, a Notice shall be deemed to have been given five (5) calendar days after deposit with the U.S. Postal Service.

Notices shall be given to the Parties at their addresses set forth below:

City: City Clerk
City of Colfax
P.O. Box 702
Colfax, CA 95713
Telephone: (530) 346-2313
Facsimile: (530) 346-6214

With a
copy to: City Attorney, City of Colfax
Alfred A. Cabral
Pelletreau, Alderson & Cabral
P.O. Box 1000
Grass Valley, CA 95945
Telephone: (510) 262-2100
Facsimile: (530) 478-0368

Developer:
Jay Gill
1328 Souza Dr.
El Dorado Hills, CA 95672

Any Party may change its mailing address or contact person(s) at any time by giving written notice of such change to the other Party in the manner provided herein at least ten (10) days prior to the date such change is effected.

6.2 Form and Effect of Notice. Every Notice (other than the giving or withholding of consent, approval or satisfaction under this Agreement but including requests therefor) given to a Party shall comply with the following requirements. Each such Notice shall state: (i) the Section of this Agreement pursuant to which the Notice is given; (ii) the period of time within which the recipient of the notice must respond or if no response is required, a statement to that effect; and (iii) if applicable, that the failure to respond to the notice within the stated time period shall be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the Notice. Each request for consent or approval shall contain reasonably sufficient data or documentation to enable the recipient to make an informed decision. In no event shall notice be deemed given nor shall a Party's approval of, consent to, or satisfaction with, the subject matter of a notice be deemed given by such Party's failure to object or respond thereto if such notice did not fully comply with the requirements of this Section. No waiver of this Section shall be

inferred or implied from any act (including conditional approvals, if any) of a Party, unless such waiver is in writing, specifying the nature and extent of the waiver.

Section 7. Miscellaneous Provisions.

7.1 Default; Termination. Failure or unreasonable delay by any Party to perform any obligation under this Agreement for a period of fifteen (15) days after written notice thereof shall constitute an Event of Default under this Agreement, subject to extensions of time by mutual consent in writing or discretionary approval of extensions by the City Council. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such fifteen (15) day period, the commencement of the cure within such time period and the subsequent diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the fifteen (15) day period without cure, if applicable, the Party that issued the notice of default, at its option, may institute alternative dispute resolution proceedings pursuant to this Agreement and/or give notice of intent to terminate the Agreement. The waiver by any Party of any Event of Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

7.2 Cooperation in the Event of Third-Party Legal Challenge. In the event of any legal or equitable action or proceeding instituted by a third party challenging the validity of any provision of this Agreement or the procedures leading to its initial adoption, the Parties hereby agree to cooperate in defending said action or proceeding, and Developer agrees to diligently defend any such action or proceeding and to bear the litigation expenses of defense, including attorney's fees. Developer further agrees to hold the City/Agency harmless from all claims for recovery of the third party's litigation expenses, including attorney's fees.

7.3 Actions; Remedies; Attorney's Fees. In addition to any other rights and remedies, each Party may institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation or enforce by specific performance the obligations and rights of the Parties hereto. In no event shall any Party or its officers, agents or employees be liable in monetary damages for any breach or violation of this Agreement, it being expressly understood and agreed that the sole legal or equitable remedy available for a breach or violation of this Agreement by any Party shall be an action in mandamus, specific performance, injunctive or declaratory relief to enforce the provisions of this Agreement. Notwithstanding the foregoing, the City shall not be foreclosed from initiating an action to enforce Developer's obligations to make monetary payments under this Agreement as a condition for completing the Development Project. In any such legal action, the prevailing Party shall be entitled to recover all litigation expenses, including reasonable attorney's fees and court costs.

7.4 Amendment. This Agreement may be canceled, modified or amended only by mutual written consent of the Parties or by legal process.

7.5 Negation of Partnership, Agency and Joint Venture. The Parties specifically acknowledge that no Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and

conditions contained in this Agreement. None of the provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Developer or the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any person who is not expressly made a Party and signatory to this Agreement.

7.6 Severability. Invalidation of any provision of this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstances and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

7.7 Entire Agreement. This Agreement and the Exhibits hereto contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, all prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and the Exhibits hereto.

7.8 Further Documents. Each Party shall execute and deliver such further documents as may be reasonably necessary to achieve the objectives of this Agreement.

7.9 Governing Law; Interpretation of Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the United States, the State of California and the City of Colfax.

7.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original Agreement.

7.11 Time of Essence. Time is of the essence of this Agreement and of each and every term and condition hereof.

7.12 Notice of Termination. Upon the expiration of this Agreement, the Parties hereto shall, if requested by another Party, execute for recordation in the Official Records of Placer County, a notice stating that this Agreement has expired, that the Parties have performed all their duties and obligations hereunder and that this Agreement is no longer an encumbrance or servitude on the Property.

7.13 Nondiscrimination. Developer shall include a nondiscrimination clause with any deed, lease, contract for the sale, lease, sublease or other transfer of any portion of the Property.

7.14 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

7.15 Alternative Dispute Resolution.

7.15.1 Before resorting to arbitration or other legal process, 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 duly authorized person acting in their absence, shall attend the meeting, shall have full authority to resolve the dispute 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 binding arbitration process provided for in Section 7.15.2 below.

7.15.2 If this meet and confer process is unsuccessful in resolving the dispute, the Parties shall each select a preferred arbitrator, and the two selected arbitrators shall collectively select a third arbitrator from the list of retired judges or justices at the Sacramento Office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted by the selected third neutral arbitrator 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF COLFAX, a California municipal corporation

By: 
Wes Heathcock, City Manager

DEVELOPER:

COLFAX AUBURN, LLC, a California Limited Liability Company

By: _____
Jaskaran Gill, Member

By: _____
Sukhwinder Bhangu, Member

Attachment 6

CERTIFICATE OF ACCEPTANCE
(Government Code 27281)

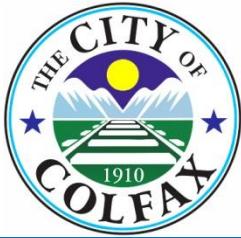
This is to certify that the City Council of the City of Colfax, State of California, on the 14th day of November, 2018, by Resolution No. _____ regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant deed dated _____, granted by _____, to the City of Colfax, a municipal corporation in the County of Placer, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____
Wes Heathcock
Its: City Manager

Reference APN: 100-240-016 (portion)

Project: S. Auburn Street I-80 Ramps Roundabout



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Amy Feagans, City Planner
DATE: October 29, 2018
SUBJECT: Public Hearing for Vesting Tentative Parcel Map, Master Site Plan Review, Planned Development Permit, Development Agreement and Design Review for an ARCO Service Station for the Maidu Village Development Project

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Conduct a public hearing, discuss, and consider:

1. Adopting Resolution No. 68-2018 approving the Mitigated Negative Declaration and the Vesting Tentative Parcel Map, Master Site Plan Review, Planned Development, Design Review; and,
2. Introduction and first reading of Ordinance No. 538 an ordinance of the City of Colfax adopting findings of fact approving a Development Agreement with Colfax Auburn LLC regarding the development of the Maidu Village property generally located on South Auburn Street near the intersection of the Interstate Highway 80 on-ramp and off-ramp, and schedule for a second reading and possible adoption at the December 12, 2018 regular meeting; and
3. Adopting Resolution 69-2018 approving the design review for the Arco Service Station at the Maidu Village Development Project.

PROJECT NOTICE

This hearing has been noticed in accordance with the requirements of California Planning and Zoning Law, Title 17, Chapter 65000, Government Code, as amended.

PROJECT SUMMARY:

Project Title:	Maidu Village Development Project, ARCO Service Station
Applicant/Owner:	Jaskaran "Jay" Gill
Location	South Auburn Street between Mountain Village and McDonald's
Land Use (existing)	Vacant
Surrounding Uses:	
North:	Mountain Village Center
South:	McDonald's Restaurant
East:	Starbucks Coffee; I-80 westbound on-ramp
West:	UP Railroad property
Assessor Parcel No:	100-240-016
Zoning District:	CH – Highway Commercial
General Plan:	Commercial

PROJECT DESCRIPTION:

The 8.3 acres that makes up the Maidu Village project area is a significant property within the City of Colfax that has been the subject of numerous development applications; few of which actually make it to the public hearing/City Council review stage. This proposal is a multi-phased project that when completed will add approximately 46,903 square feet (including the hotel) of highway commercial development to the City. The project is also a significant part of the traffic roundabout proposed for the South Auburn Street/westbound I-80 interchange.

The commercial uses proposed to be built in multiple phases include:

Phase 1

Build out Lot 2 - ARCO service station with convenience mart and drive-thru car wash

Rough grade Lot 1 - fast food restaurant and coffee kiosk

Rough grade Lot 3 - sit down restaurant

Phase 2

Receive approvals for development of Lots 1 and 3 (staff level if in substantial compliance with the master site plan, and this staff report.

Phase 3

Lot 4 commercial building and Lot 5 hotel approvals

PROJECT ANALYSIS:

- **Vesting Tentative Parcel Map**

The proposed vesting tentative parcel map creates five lots: Lot 1 – the fast food restaurant and the coffee kiosk; Lot 2 - the ARCO service station, mini mart and carwash; Lot 3 – the sit-down restaurant; Lot 4 – the 3,500 sq. ft. commercial building, and Lot 5 – the three-story 70-room hotel. The map also includes easements for the Bunch Creek trail across lot 5, the propane tanks that serve the adjacent commercial businesses and the access easements to the adjacent McDonald's Restaurant, also on lot 5. There is an existing non-exclusive easement across Lots 2 and 3 providing egress from the neighboring Mountain Village center, as well as one across Lots 1 and 2 for the adjacent McDonald's Restaurant. These easements will need to be relocated to accommodate the new businesses.

The conditions of approval also require that easements be prepared for reciprocal parking between all parcels (see parking discussion below), for shared ingress and egress between the parcels and for public utilities (PG&E, PCWA, cable, etc.). This is standard practice with most multi-lot commercial developments and will benefit all parcels within the project area.

- **Master Site Plan Design Review**

The Master Site Plan establishes the building footprints on each parcel, parking, vehicle and pedestrian circulation, site layout, access, and even trash enclosure locations for the entire project site. The benefit of receiving Master Site Plan approval is primarily for development of the remaining parcels (lots 1, 3, 4 and 5). If the development proposal for these individual parcels, when submitted, can be reviewed at the staff level and found to be in "substantial compliance" with the master site plan submitted for approval as part of this application, that proposal will not have to go through additional environmental review and will require a simple design review permit at the staff level. This is significant from a timing perspective in that no additional hearings will be necessary, and no additional environmental review will be required and thus reduce future City staffing costs.

- **Planned Development Permit**

The planned development (PD) permit allows a master site plan project greater flexibility in the design of integrated developments than otherwise possible through strict application of land use regulations. With this project, it is challenging for each lot to meet the parking requirements for the proposed use. But overall, the project meets the parking requirement as outlined in the zoning ordinance. Given the mix of proposed uses, it is appropriate and good practice to encourage some shared use of parking and circulation, the PD permit allows this type of flexibility.

- **Development Agreement**

A Development Agreement (DA) is proposed as part of the project actions. The DA establishes commitments for both City and developer with regard to the project's development process, funding of public improvements, and infrastructure, connection to City utilities, and other development obligations agreed to between the parties. This DA specifically identifies the developer's contribution for funding a portion of the roundabout through early payment of road impact fees, constructing frontage improvements and dedicating a portion of the property needed for the roundabout. In exchange, the City will lock in the road impact fees, regardless of when the project is constructed and what the fees are at the time of issuing a building permit. Also, beneficial to both the City and the Developer, with the construction of the roundabout, a significant traffic issue at S. Auburn Street and I-80 is addressed and as a result, the developer gets fully improved access to his property.

DESIGN REVIEW OF ARCO SERVICE STATION

The applicant has indicated that the first project built will be the ARCO service station, car wash and convenience mart on Lot 2. Lot 2 is a 41,513 square feet parcel and is the center lot of the three front lots on S. Auburn Street. Access will be primarily from the roundabout, west side.

Architecture:

The design and style of the building appears to be typical of many ARCO stations built along the Interstate. The convenience mart building is of a contemporary design with a 36" stone veneer wainscot on all elevations. The walls will be stucco painted a cream color with a gray parapet cap across the top. The front elevation has a "rustic walnut" finish at the entrance with the standard "AM/PM" logo sign above the main entrance to the store. The station will have six fueling stations under a 75' x 80' canopy. The canopy has a total height of 18'- 6" and an under-canopy height of 16'- 0". The support columns will be clad in the same stone veneer of the convenience mart and the canopy will be painted the traditional ARCO blue with the letters ARCO in white. The carwash structure will have the same stone veneer wainscot to a height of 30 inches and the wall color will be the same cream white of the convenience mart but with a blue band of color and grey cap at the top of the building on all elevations. This will nicely tie the structures together and give the project a cohesive finished look.

Access and Circulation:

Access to the property will be primarily from S. Auburn Street via the roundabout. The design includes 11 parking spaces, including two located at the vacuum station for the carwash, which meets the code requirement of one space per 300 square feet of commercial area (3180 sq. ft/300 = 10.6 spaces). Staff supports including the two spaces in the count as there will be reciprocal parking agreement across all parcels within the Maidu Village project.

The ARCO site plan indicates one trash enclosure behind the convenience store. Review by City and Recology staff indicate this will be serviceable as shown.

Signage:

The ARCO project includes sign plans for review and approval. The proposal includes:

Wall Signs

One 36 sq. ft. "AM PM" front elevation sign (Illuminated)

Six 8.3 sq. ft. "pop" signs (advertising snacks, drinks, etc.) on the front elevation (non-illuminated)

Canopy Signs

Two 27 sq. ft. ARCO signs (east and south canopies) (Illuminated)

Monument/Identification sign (illuminated)

35' (height) x 6' (width) Main identification/price sign with room for other tenant names.

Although staff supports the sign program for the ARCO project as submitted, it should be noted that the freestanding Monument/Identification sign exceeds the sign area allowed by approximately 40 square feet. Given that part of the sign area is for future tenants, it is preferred to have one multi-tenant sign than multiple free standing signs.

ENVIRONMENTAL ANALYSIS:

An Initial Study was prepared to determine if the project may have a significant adverse effect on the environment. Special studies, assessments and/or documents were prepared or utilized for cultural resources, traffic, air quality and greenhouse gas, noise, and other potential impacts. On the basis of this Initial Study, staff concluded that the proposed project, as conditioned and with mitigation measures, will not have a significant adverse effect on the environment, and will not require the preparation of an Environmental Impact Report. Therefore, in accordance with CEQA requirements, a Mitigated Negative Declaration has been prepared (Attachment 3). The required mitigation measures have been incorporated into the conditions of approval for the project (conditions 67-85).

The proposed Initial Study/Mitigated Negative Declaration was circulated for public review for a period of at least 20 days (October 25, 2018 to November 14, 2018). No comments were received during the initial 20-day review period. The Initial Study/Mitigated Negative Declaration is attached to the report (Attachment 3) but due to the large size and number of pages, the complete document with appendices and special studies is available at City Hall and on the City's website at www.colfax-ca.gov.

STAFF RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution to: 1- Adopt the Mitigated Negative Declaration; 2- Approve the Master Site Plan, Vesting Tentative Parcel Map, and Planned Development for the Maidu Village Project and the ARCO Service Station; and 3- Introduce the attached Ordinance Adopting the Development Agreement (first reading)

ATTACHMENTS:

1. Resolution No 68-2018 Maidu Village
2. Conditions of Approval
3. Initial Study and Mitigated Negative Declaration
4. Ordinance No. 538- Approving Development Agreement
5. Development Agreement – *To be delivered under separate cover*
6. Project Exhibits
 - a. Master Site Plan
 - b. Vesting Tentative Parcel Map
 - c. Preliminary Grading and Drainage Plan
 - d. Typical Sections and Design Details
 - e. Landscape Plan
 - f. ARCO Design Submittal
7. Resolution No. 69-2018 ARCO Service Station

City of Colfax

City Council

Resolution № 68-2018

APPROVING THE VESTING TENTATIVE PARCEL MAP, MASTER SITE PLAN REVIEW AND PLANNED DEVELOPMENT PERMIT FOR THE MAIDU VILLAGE DEVELOPMENT PROJECT

WHEREAS, the City of Colfax received an application for a vesting tentative parcel master site plan, planned development permit and design review to subdivide and develop an 8.3 acre parcel; and

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

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

WHEREAS, the design of the vesting tentative parcel map is consistent with the zoning regulations of the site, and

WHEREAS, the site is physically suitable for the type and intensity of development; and

WHEREAS, the project as approved allows beneficial use to be made of the site for development, preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water courses, and provides adequate drainage for the project; and

WHEREAS, the project site design as approved provides access, vehicle parking, loading areas, landscaping and irrigation and lighting which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies and objectives set forth in the general plan and the design guidelines established for that zone district; and

WHEREAS, the design of the public services, as approved, including, but not limited to trash enclosures and service equipment are located so as not to detract from the appearance of the site, and are screened appropriately and effectively using construction materials, colors and landscaping that are harmonious with the site and the building designs; and

WHEREAS, the use and design of the proposed development conforms with the requirements of the relevant planned development zone district and the requirements of the zoning ordinance; and

WHEREAS, the location, size, design and operating characteristics of the use or development is to be compatible with and will not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, and will not be detrimental or injurious to public or private property or improvements; and

WHEREAS, the City prepared an Initial Study consistent with California Environmental Quality Act ("CEQA") Guidelines and determined that a Mitigated Negative Declaration ("MND") was required in order to analyze the potential for significant impacts of the Project; and

WHEREAS, the MND and other environmental documents for the Project that constitute the record of proceedings for the Project are in the custodial location and available for review during normal business hours in the office of the City Clerk, City Hall, 33 S. Main Street, Colfax, CA 95713.

WHEREAS, and the CEQA Mitigations have been included in conjunction with the conditions of approval regarding any Project approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the City Council finds that the Project qualifies for a Mitigated Negative Declaration and that the City Council adopt the Project Mitigated Negative Declaration, and approve the Vesting Tentative Parcel Map, Master Site Plan Review, and Planned Development Permit the Maidu Village Development Project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED on this 14th day of November, 2018, by the following roll-call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Lorraine Cassidy, City Clerk

Will Stockwin, Mayor

Attachment 2
Maidu Village Development Project
SP/VTPM2018-001
Conditions of Approval

Planning Conditions

1. The tentative parcel map, master site plan review, planned development and design review approvals, shall expire on _____, 2028, as specified in the adopted Development Agreement for The Maidu Village Development project, unless a Final Map is recorded by that date, or an application for a time extension is filed prior to the expiration date.
2. Plans submitted for building permits or construction improvements shall be in substantial compliance with the Master Site Plan and other entitlements approved by this action and dated approved on _____, 2018, except as modified by these conditions of approval. Any modifications to the approved Tentative Map, development plan, project description, design standards, or landscape plans, except as modified by these conditions of approval, may be subject to review and approval from the City Council.
3. The existing Propane Tank easement at the south property line of Lot 5 shall be reevaluated for conflicts with the path of drainage for the riparian wetland area and the existing trail easement. Relocation of the propane tank easement may be required.
4. An easement indicating the existing trail location across Lot 5 shall be indicated on the map. Such easement shall be a minimum of 10 feet wide to allow for the future construction of the Bunch Creek Trail.
5. Final Landscape Plans shall be submitted for review and approval as part of the submittal package for each phase of development.
6. Retaining walls and decorative walls shall be constructed of the materials shown on the Typical Sections and Design Details (Attachment 6d), dated August 2018. Rockery walls shall be constructed at locations shown on the plan. Other walls shall be constructed of decorative split faced cement masonry units (CMU) or equivalent decorative materials as approved by the City. Any walls included on the final improvement plans but not shown on the preliminary site plan shall be constructed of materials as directed by the City.
7. All non-rockery walls shall be split-faced CMU or other high-quality material subject to review and approval by Planning and Engineering staff.
8. The Applicant shall show additional information on the proposed propane service in the improvement plans, including truck access, tank layout (locations, sizes, concrete pad etc.) and underground service piping to buildings.

Engineering Conditions:

9. All grading and improvements shall be designed in conformance with the City of Colfax Design and Improvement Standards and all subsequent revisions, the City of Colfax Hillside Development Guidelines (Resolution No. 29-93), the Placer County Land Development Manual, latest edition, the Placer County Stormwater Management Manual, latest edition, the Placer County Water Agency Standard Specifications, latest edition, and the conditions of approval for this project. Where conflicts exist, the more stringent requirements, in the opinion of the City Engineer, shall prevail.

10. No private utilities or structures are allowed within public right-of-way or existing public utility easements. All construction within public rights-of-way shall meet City Standards and be reviewed and approved by the City Engineer. An encroachment permit is required for all construction within public rights-of-way.
11. The applicant shall obtain any off-site easements that may be required, or if unsuccessful, shall reimburse City for costs of condemnation acquisition.
12. The developer shall prepare and submit improvement plans for the construction of all public improvements including water, sanitary sewer, storm drain facilities, roadway improvements, curbs, gutters, detached sidewalks, parkway strips, signing, striping and streetlights. All design and construction shall conform to the latest edition of the standards referenced herein.
13. Improvement plans must be approved and signed by the City Engineer prior to the issuing of an Encroachment Permit, Grading Permit or Building Permit.
14. Plan check and inspection fees shall be paid prior to the signature of the improvement plans.
15. All broken or sunken curb, gutter and sidewalk along the project frontage shall be repaired or replaced as part of the improvements for this project. As well, all nonconforming pedestrian ramps and driveway approaches shall be brought up to current accessibility standards.
16. Deviations from City Standards and applicable Code requirements shall be approved by the City Engineer. The applicant's engineer shall request all design exceptions in writing.
17. Project benchmark shall be based on a City approved USGS benchmark.
18. Improvement plans shall be approved by California Department of Forestry and Fire Protection ("CAL FIRE") Fire Chief assigned to the City of Colfax.
19. In the event that the City is forced to condemn or acquire off-site property interest in connection with required off-site improvements, the developer shall fund the cost of condemnation or acquisition, including but not to be limited to the amounts necessary to purchase the easement or fee simple interest, document preparation, and severance or other damages payable to the owners of the land upon which the improvements are to be located, the actual cost and acquisition and all fees, including attorney's fee and/or other expenses necessary to prosecute the condemnation action, including expert witness and appraisal fees.
20. In the event that the City elects to proceed with acquisition or condemnation pursuant to Government Code Section 66462.5, the developer shall, within 60 days of written notice by the City, deposit with the City, as an advance, the full estimated cost of such acquisition or condemnation. The developer shall prepare any easements or deeds necessary for off-site improvements.
21. Parcel maps, improvement plans and other items submitted to the City shall be delivered in hardcopy formats as well as electronically including drawings in AutoCAD and in PDF formats.
22. Required Improvement Plan Notes:
 - a. "Any excess materials shall be considered the property of the contractor and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."

- b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. Contractor shall be responsible that all construction equipment is equipped with manufacturers approved muffler's baffles. Failure to do so may result in the issuance of an order to stop work."
- c. "In the event that archeological site indicators (chipped chert, obsidian tools, waste flakes, grinding implements, darkened soil containing bone fragments and shellfish remains, or ceramics, glass or metal fragments) are uncovered, the City shall be contacted for an evaluation of the site. All ground disturbing work shall cease in the vicinity of any discovery until an archeologist completes an evaluation of significance."
- d. "Construction work shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturdays. No work is permitted on Sundays."
- e. "If hazardous materials are encountered during construction, the contractor will halt construction immediately, notify the City, and implement remediation (as directed by the City or its agent) in accordance with any requirements of the Central Regional Water Quality Control Board."
- f. "The contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The contractor shall be required to follow traffic safety measures in accordance with the California Department of Transportation ("Caltrans") California Manual on Uniform Traffic Control Devices ("CA-MUTCD"). The City's emergency service providers shall be notified of proposed construction scheduled by the contractor(s). The project specifications will require that the contractor(s) notify emergency service providers in writing at least 24 hours in advance of its proposed schedule of work."

Water Quality:

- 23. This project will comply with current National Pollutant Discharge Elimination System (NPDES) requirements, as covered in the State of California General Permit for Storm Water Discharges Associated with Construction Activity and subsequent modifications, which includes requirements for sampling and analysis during construction.
- 24. A Notice of Intent will be filed with the State Water Resources Control Board (SWRCB) prior to the onset of construction. A Storm Water Pollution Prevention Plan (SWPPP), Monitoring Program and Inspection Plan shall be prepared and submitted to the City Engineer for approval. The developer will solely be responsible for implementation of the SWPPP, Monitoring Program and Inspection Plan during construction.

Grading:

- 25. A final design geotechnical report shall be prepared with recommendations pertinent to the facilities being proposed, including site and building pad preparation, engineered fill, slope construction, foundations, subgrade preparation for pavements and slabs-on-grade, asphalt concrete pavements, and retaining walls.

26. Onsite grading shall be limited to the locations shown on the approved plans or on subsequent City approvals. No clearing, grubbing, demolition or grading activities will be allowed prior to final approval of the site improvement plans by the City Engineer and issuance of a Grading Permit.
27. A maximum of 6,000 square ft and 200 ft of depth, measured normal to the sidewalk, is allowed to sheet flow to the street. If the surface area and depth exceeds these criteria, an on-site drainage collection system is required.
28. No grading will be performed during the rainy season, between October 15th and April 15th. If improvements will not be completed by October 15, or are scheduled to start prior to April 15, a winterization plan must also be prepared in accordance with City requirements. One hundred percent (100%) bonding or other security shall be provided to assure implementation of the winterization plan.
29. A California registered Structural or Civil Engineer shall design all retaining walls exceeding 36" in height, including the proposed rockery wall. Calculations shall be submitted with the improvement plans for approval.
30. The Geotechnical Engineer shall provide certification to the City that all grading work has been placed and compacted in compliance with the improvement plans. Certification of each building pad will be submitted to the building official prior to issuance of a building permit.

Storm Drainage:

31. A detailed hydrology study will be prepared in accordance with the current edition of the Placer County Stormwater Management Manual. The proposed project shall not increase the rate of storm water runoff leaving the site beyond pre-development rates.
32. Plans and certifications shall demonstrate compliance of all improvements, including building pads and finished floor elevations, with the City's Flood Plain Ordinance, to the satisfaction of the Building Official and City Engineer. Pad elevations shall be constructed at a minimum of 1 foot above the 100-year Floodplain as determined by the City and certified by the project engineer.
33. All runoff that leaves the site must meet current Regional Water Quality Control Board clean water standards. These may be accomplished with permanent Best Management Practices (BMPs), such as bio-retention, infiltration systems, bio-swales, or other methods as approved by the City Engineer. Bio-retention and other natural elements incorporated into the landscape design for the project will be submitted with the improvement plans for approval, with supporting calculations as required. The property owner will be responsible for the ongoing maintenance of the systems.
34. Minimum size for storm drain piping will be 12" unless otherwise approved by the City Engineer.
35. Improvement plans shall include full design and sizing of all stormwater improvements shown on Preliminary Grading and Utility plan. Scope shall include a design for the road crossing for perennial stream (e.g. culvert or bridge), sizing of re-routed open channel ditches etc.

Water Supply:

36. Provide written evidence of adequate water supply from Placer County Water Agency ("PCWA").

37. The water system and supply shall be capable of providing the required fire flow as determined by a fire protection system engineer or California registered civil engineer and subject to the review and approval of the Fire Chief and the City Engineer. Applicant shall provide a report, including calculations, demonstrating sufficient water pressure and flow for operation of fire hydrants and individual fire sprinklers systems to each building can be provided.
38. Fire hydrants serving the project shall be located within an approved distance of the building, and shall be spaced no more than 300-ft apart along any fire access route.
39. Construction of water facilities is subject to the approval of PCWA, the Colfax Fire Chief and the City Engineer.

Wastewater:

40. Design of the sanitary sewer connection to the City's wastewater system is subject to the approval of the City Engineer. Each building shall have a separate connection to the public system unless otherwise approved by the City Engineer.
41. A sanitary sewer study to include a capacity analysis of the downstream system will be required at each project phase. The Applicant will be required to perform any needed sewer capacity improvements on existing City owned sewer mains and manholes as required to accommodate the proposed project sewer demand.
42. Provide any required easements for public sewer improvements and for the abandonment of any old easements as determined by the City Engineer.
43. Sewer grades must be designed such that ultimate finished floors are a minimum of 12" above upstream manhole or clean-out rim elevations. Inadequate elevation differentials or grade on private SS mains and laterals, as determined by the City, must be mitigated by either raising finished floor elevation(s) or installing privately owned and operated sanitary sewer lift station(s) with grinder/ejector pump(s) on site.

Street Improvements:

44. These project conditions are based on the understanding that the Roundabout project will be completed ahead of the proposed project. If this understanding proves to be incorrect, the City will need to reevaluate the offsite improvements/site access and update the project requirements accordingly. Refer to separate Development Agreement.
45. Frontage improvements on the northern portion of South Auburn Street are not planned to be completed with the Roundabout project (refer to separate Development Agreement). These improvements shall be completed concurrent with the Parcel 3 building permit.
46. The structural section of all on- and off-site road improvements shall be designed based upon a geotechnical investigation which provides the basement soils R-value and expansion index (if expansive soils are encountered). A copy of soils report and pavement structural section calculations shall also be submitted with the first improvement plan check.
47. Onsite driveways and parking areas shall be concrete or asphalt concrete pavement. The structural design of the pavement shall be determined based on R-value testing and shall be designed in accordance with 16.56.050 - Structural design of pavement of the Colfax Municipal Code, but will not be less than 2"AC on 6"AB.

48. Ramps for disabled persons shall be provided at all intersections and crosswalks where sidewalks are proposed.

49. ADA accessible paths of travel shall be indicated on the improvement plans showing a path of travel from public sidewalks to each proposed building.

50. Sidewalk warps shall be provided to allow a clear five-foot walkway at all locations, including areas where mailboxes, streetlights, street signs and fire hydrants are present.

51. All driveways shall have an approach grade of no greater than four percent within twenty feet of the public right-of-way.

52. Accessible parking spaces, access to buildings, and driveways at sidewalks shall be designed to meet Title 24 ADA requirements (State and Federal).

53. All paved surfaces designated for fire access by the Colfax Fire Chief and/or the City Engineer shall be designed to accommodate a Type 1 vehicle with a turning radius of 54 ft.

54. Submittal Requirements:

- The following will be submitted to the City Engineer and be approved, prior to issuance of a grading permit.
 - All plans, reports and calculations will be stamped and signed by an engineer registered in California to practice civil, structural or geotechnical engineering, as appropriate.
 - Five (5) copies of the site improvement plans.
 - Five (5) copies of temporary erosion and sediment control plan. If grading will not be completed by October 15, or is scheduled to start prior to April 15, a winterization plan shall be included in accordance with City guidelines.
 - Two (2) copies of the SWPPP, Monitoring Program and Inspection Plan.
 - Two (2) copies of a detailed hydrology study prepared in accordance with the current edition of the Placer County Stormwater Management Manual.
 - Two (2) copies of a final design geotechnical investigation report.
 - Engineer's estimate of probable construction cost.
 - Plan check fees.
 - Any bonds required.

55. Prior to Acceptance of Public Improvements and Bond Exoneration, the Following Conditions Shall Be Satisfied:

- a. All improvements shown on the Improvement Plans shall be completed and accepted by the City.
- b. Prior to acceptance of improvements or occupancy of building, existing curb, gutter and sidewalk to remain shall be inspected by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced.
- c. The developer shall provide a written statement signed by his or her engineer verifying that the grading and/or drainage improvements are completed in

accordance with the plans approved by the City Engineer, and the Building Official.

- d. A complete set of As-Built or Record, improvement plans showing all construction changes from the original plans, shall be provided to the Public Works Department prior to final acceptance of the public improvements.

Cal Fire Conditions

56. All construction shall comply with the 2016 California Fire Code and California Building code.
57. All access roads and traffic circles where fire hydrants are present shall be a minimum of 26ft wide and not steeper than 10% grade.
58. All buildings over two stories shall have a 26ft wide road on three sides.
59. Fire hydrants are required for this project. Fire flow shall be determined using the California Fire code appendix B. The minimum flow shall be 1500 gallons per minute. The serving water agency shall provide evidence that they can provide the required fire flow.
60. Hydrant spacing shall be a maximum of 300 feet. Hydrant placement shall be approved by this office. Fire hydrants shall be clearly identified to prevent obstruction by parking or other obstructions.
61. Fire department connections (FDC) shall be installed within 20 feet of a fire hydrant and be approved by this department. All valves controlling the water supply to automatic sprinkler systems shall be electrically supervised. (Water flow). A fire lane shall be provided for engine placement to the FDC.
62. All buildings with an occupancy A, B must have an approved alarm per NFPA72.
63. All buildings with an occupancy of A, B must have an approved fire sprinkler system per NFPA.
64. Motor fueling dispensing will be pursuant to CFC 2306.2.3
65. Tank protection required CFC 2306.2.3
66. Aggregate tank capacity limit required CFC 2306.2.3/NFPA 30,30A, 70.

Mitigation Monitoring Conditions

67. Mitigation Measure BIO-1: Prior to Phase 1 ground disturbance, the Applicant shall have a focused botanical survey conducted within the Phase 1 construction boundary for the following species: brownish beaked-rush (*Rhynchospora capitellata*), finger rush (*Juncus digitatus*), Parry's horkelia (*Horkelia parryi*), Scadden Flat checkerbloom (*Sidalcea stipularis*), Sierra blue grass (*Poa sierrae*), Stebbins' morning-glory (*Calystegia stebbinsii*) and Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*). If any of the above species are found within the Phase 1 construction boundary, the CDFW shall be contacted to determine appropriate avoidance measures. If none are found, Phase 1 ground disturbance could then proceed.
68. Mitigation Measure BIO-2: Prior to Phase 2 and 3 ground disturbance, the Applicant shall have a focused botanical survey conducted within the Phase 2 and 3 construction boundaries for the following species: brownish beaked-rush (*Rhynchospora capitellata*), finger rush (*Juncus digitatus*), dubious pea (*Lathyrus sulphureus* var. *argillaceus*), Parry's horkelia (*Horkelia parryi*), Scadden Flat checkerbloom (*Sidalcea stipularis*),

Sierra blue grass (*Poa sierrae*), Stebbins' morning-glory (*Calystegia stebbinsii*) and Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*). If any of the above species are found within the Phase 2 and/or 3 construction boundaries, the CDFW shall be contacted to determine appropriate avoidance measures. If none are found, Phase 2 and/or 3 ground disturbance could then proceed.

69. Mitigation Measure BIO-3: Prior to Phase 2 and 3 ground disturbance, the Applicant shall have a focused pre-construction survey conducted by a qualified biologist for potentially occurring special-status reptiles and amphibians. If any species are found, the CDFW shall be contacted to determine appropriate avoidance measures. If no species are found, Phase 2 and/or 3 ground disturbance could then proceed.
70. Mitigation Measure BIO-4: If any tree removal or adjacent construction activity takes place during the associated breeding/nesting season for raptors (typically February through August), a pre-construction survey shall be conducted by a qualified biologist within 14 days of the start of construction activities. If active nests are found on or immediately adjacent to the site, the CDFW shall be contacted to determine appropriate avoidance measures. If no nesting is found to occur, necessary tree removal could then proceed. This survey shall not be necessary if tree removal and vegetation clearing occur outside of the nesting period.
71. Mitigation Measure BIO-5: Prior to construction of Phase 2 and 3, the Applicant shall prepare a wetland delineation, in accordance with the U.S. ACOE "Minimum Standards for Acceptance of Preliminary Wetlands Delineations" and "Final Map and Drawing Standards for the South Pacific Division Regulatory Program," and submit it to the U.S. ACOE Sacramento District Office for review. The Applicant shall follow through with permitting required by the regulatory agencies with jurisdiction over the verified wetlands/waters (i.e. Section 404 permit from the U.S. ACOE and Section 401 water quality certification from the RWQCB).
72. Mitigation Measure BIO-6: Prior to construction of Phase 2 and 3, the Applicant shall obtain a Section 1602 Stream Alteration Agreement from CDFW for each stream crossing or any other activities affecting the bed, bank or associated riparian vegetation of the perennial streams.
73. Mitigation Measure CUL-1: Prior to construction of the project, the City of Colfax, the Applicant and the culturally affiliated tribes (CTVCT and/or UAIC) shall agree upon a Tribal Monitoring Agreement. The Tribal Monitoring Agreement will provide a process for determining the project locations that will be subject to Tribal monitoring and the procedures/parameters for monitoring, including communication and coordination protocols, procedures for assessing potential or actual unanticipated discoveries in the field, and dispute resolution procedures.
74. Native American monitors from culturally affiliated Native American Tribes shall be invited to monitor the vegetation grubbing, stripping, grading or other ground-disturbing activities at the project site to determine the presence or absence of any cultural resources. Native American representatives from culturally affiliated Native American Tribes act as a representative of their Tribal government and shall be consulted before ground-disturbing activities begin. Native American representatives and Native American monitors have the authority to identify sites or objects of significance to Native Americans and to request that work be stopped, diverted or slowed if such sites or objects are identified within the direct impact area. Only a Native American representative can recommend appropriate treatment of such sites or objects.

75. Mitigation Measure CUL-2: If archaeological or cultural resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 100 feet of the find until a qualified archaeologist and Native American representatives/monitors can assess the significance of the find and make recommendations for further evaluation and treatment as necessary. Recommendations made by Native American Tribes shall be documented in the project record. For any recommendations made by interested Native American Tribes which are not implemented, a justification for why the recommendation was not followed will be provided in the project record. Construction activities could continue in other areas, but not resume in the vicinity of the find until the Applicant, the City of Colfax, or other relevant regulatory agency provides written permission. If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted and shall be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.

76. Mitigation Measure CUL-3: If tribal cultural resources (TCRs) are discovered, recommendations for avoidance and preservation of cultural resources shall be reviewed by the City of Colfax, interested Native American Tribes and the appropriate agencies, in light of factors such as costs, logistics, feasibility, design, technology and social, cultural and environmental considerations, and the extent to which avoidance is consistent with project objectives. Avoidance and design alternatives may include realignment within the project area to avoid cultural resources, modification of the design to eliminate or reduce impacts to cultural resources or modification or realignment to avoid highly significant features within a cultural resource. Native American representatives from interested Native American Tribes shall be allowed to review and comment on avoidance and preservation strategies and shall have the opportunity to meet with the City of Colfax and its representatives who have technical expertise to identify and recommend feasible avoidance and design alternatives, so that appropriate and feasible avoidance and design alternatives can be identified.

If a discovered TCR can be avoided, the construction contractor(s), with Native American monitors from culturally affiliated Native American Tribes present, shall install protective fencing outside the site boundary, including a buffer area, before construction restarts. The construction contractor(s) shall maintain the protective fencing throughout construction to avoid the site during all remaining phases of construction. The area shall be demarcated as an "Environmentally Sensitive Area." Native American representatives from interested Native American Tribes and the City of Colfax shall also consult to develop measures for long-term management of the resource and routine operation and maintenance within culturally sensitive areas that retain resource integrity, including tribal cultural integrity, and including archaeological material, Traditional Cultural Properties and cultural landscapes, in accordance with State and federal guidance.

77. Mitigation Measure CUL-4: A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Applicant shall notify the City of Colfax of the proposed earthwork start-date, in order to provide the City of Colfax with time to contact the UAIC. A UAIC tribal representative shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity. During this inspection, a site meeting of construction personnel shall also be held in order to afford the tribal representative the opportunity to provide TCR awareness information. If any TCRs, such as structural features, unusual amounts

of bone or shell, artifacts, human remains, or architectural remains are encountered during this initial inspection or during any subsequent construction activities measures outlined in Mitigation Measure CUL-2 and CUL-3 shall be followed.

78. Mitigation Measure CUL-5: A consultant and construction worker tribal cultural resources awareness brochure and training program for all personnel involved in project implementation shall be developed in coordination with interested Native American Tribes. The brochure shall be distributed and the training shall be conducted in coordination with qualified cultural resources specialists and Native American representatives and monitors from culturally affiliated Native American Tribes before construction activities begin on the project site. The program will include relevant information regarding sensitive TCRs, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program will also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and will outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program will also underscore the requirement for confidentiality and culturally appropriate treatment of any find of significance to Native Americans and behaviors, consistent with Native American Tribal values.
79. Mitigation Measure CUL-6: Prior to construction of the project, the City of Colfax, the Applicant and the culturally affiliated tribes (CTVCT and/or UAIC) shall agree upon a Burial Treatment Agreement. The agreement shall apply and be enforceable if the Tribe is designated by the NAHC as the Most Likely Descendant (MLD) or coMLD for Native American human remains discovered within the project site. The purpose of this Agreement is to establish appropriate procedures and guidelines to be implemented upon discovery, removal, temporary storage, transportation, or reburial of Native American Burials encountered by project construction activities within the project site.
80. Mitigation Measure CUL-7: Prior to ground disturbance, presence/absence testing shall be conducted for the known area that has the potential to hold surface and subsurface cultural resources. If testing proves to be significant, the procedures in Mitigation Measure CUL-2 and CUL-3 shall apply.
81. Mitigation Measure CUL-8: If paleontological resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 50 feet of the find and a qualified paleontologist shall be notified immediately to evaluate the find. Construction activities shall continue in other areas. If the discovery proves to be significant under Society of Vertebrate Paleontology criteria, additional work, such as fossil recovery excavation, may be warranted and shall be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.
82. Mitigation Measure CUL-9: If human remains are discovered during ground disturbing activities for the project, work shall be halted and the County Coroner shall be notified of the find immediately. No further work shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. If the human remains are determined to be of Native American origin, the County Coroner shall notify the NAHC, which will determine and notify the MLD. The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

83. Mitigation Measure GEO-1: Prior to issuance of the grading permit, the Applicant shall provide a geotechnical report from a licensed geotechnical engineer to the City of Colfax for approval. The geotechnical report shall be consistent with the content requirements for geotechnical reports as stated in Chapter 15.30.048 – Content of soil/geologic investigation report.
84. Mitigation Measure GHG-1: Prior to building occupancy of Phase 3 (motel use), the Applicant shall prepare a GHG Emissions Re-Evaluation for the project at full buildout analyzing the first full year that the entire project could conceivably be occupied. The Applicant shall reduce the project's annual operational GHG emissions to the PCAPCD's De Minimis Level (1,100 metric tons of CO₂e per year) or to the level that meets the PCAPCD's Efficiency Matrix. If on-site measures cannot achieve the necessary reduction, the Applicant shall purchase carbon credits/offsets for the project's annual GHG emissions above the PCAPCD's De Minimis Level or above the level that meets the PCAPCDs Efficiency Matrix until the year in which the project's annual GHG emissions will be equal to either level, or for a maximum of 20 years.
85. Mitigation Measure HYD-1: Prior to grading and construction, the Applicant shall submit a Drainage Report with Drainage Plans prepared by a licensed civil engineer to the City for approval by the City Engineer. The Drainage Report shall meet the requirements for submittals contained in the Placer County Flood Control and Water Conservation District's Stormwater Management Manual.

Conditions specific to ARCO Service Station Design Review

86. The conditions of approval from the Maidu Village Development Project (file no, SP/CTPM2018-001) shall apply to this project.
87. Plans submitted for building permits or construction improvements shall be in substantial compliance the plans approved by this action and dated approved on November 14, 2018.. Any deviations from or modifications to the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.
88. This action does not relieve the Applicant of the obligation to comply with all codes, statutes, regulations, and procedures of the City of Colfax.
89. The trash enclosure locations shall be reviewed and approved by staff and Recology prior to issuance of any development permits.

MAIDU VILLAGE DEVELOPMENT PROJECT

Initial Study/Mitigated Negative Declaration

Prepared for:

October 2018

City of Colfax
Planning Department
33 S Main Street
Colfax, CA 95713

Prepared by:

RCH Group
11060 White Rock Road, Suite 150-A
Rancho Cordova, CA 95670
916.782.4427

Attachment 3

CITY OF COLFAX

PROPOSED MITIGATED NEGATIVE DECLARATION MAIDU VILLAGE DEVELOPMENT PROJECT

The City of Colfax has tentatively determined that the project described below will not result in a significant adverse impact on the environment and that, in accordance with the California Environmental Quality Act (CEQA), the City of Colfax is prepared to adopt a Mitigated Negative Declaration.

PROJECT TITLE: Maidu Village Development Project

PROJECT DESCRIPTION: Colfax Auburn LLC (the project Applicant) proposes to develop on a ±8.4-acre parcel (Placer County APN 100-240-016) in Colfax, CA. The project site is west of South Auburn Street, between Whitcomb Avenue and Central Street/State Highway 174, and is adjacent to the Interstate 80 (I-80) westbound on-ramp/off-ramp at South Auburn Street. The project includes the phased development of an ARCO gas station/mini-mart/car wash, a fast-food restaurant and coffee kiosk, a sit-down restaurant, a commercial/retail building and a motel. The project requires compliance with the CEQA because the project requires discretionary approvals for the required Conditional Use Permit, Design Review, Tentative Map, and Planned Development.

MITIGATION MEASURES: Mitigation Measures were incorporated into the project to avoid potentially significant environmental effects for the following resource areas:

- Biological Resources
- Cultural Resources
- Geology, Soils & Seismicity
- Greenhouse Gas Emissions
- Hydrology & Water Quality

The Mitigation Measures can be found in the attached Initial Study. The Initial Study documents the environmental analysis that supports the proposed finding that the project will not have a significant effect on the environment with mitigation incorporated.

PUBLIC REVIEW PERIOD: October 25, 2018 to November 14, 2018

A public notice was published in the Auburn Journal on October 25, 2018 announcing the availability of the document for public review in compliance with CEQA. The City of Colfax also mailed the public notice to property owners within 300 feet of the project site. The City of Colfax will conduct a public hearing on the project on November 14, 2018 at 7:00 p.m. at Colfax City Hall, 33 S. Main Street, in the City Council Chambers.

Additionally, the City of Colfax requested comments on the project from the following local and regional agencies on August 21, 2018:

- Caltrans District Caltrans District 3
- Central Valley Regional Water Quality Control Board
- Colfax City Engineer
- Colfax Elementary School District
- Colfax Area Fire Protection Planner
- Colfax High School
- Colfax Sheriff's Deputy (Placer County Sheriff)
- Pacific Gas & Electric
- Placer County Air Pollution Control District
- Placer County Environmental Health Department
- Placer County Flood Control and Water District
- Placer County Planning Department
- Placer County Public Works
- Placer County Water Agency
- Placer Union High School District
- Recology
- United Auburn Indian Community Tribal Office
- United States Army Corps of Engineers
- United States Post Office
- Verizon Communications
- Wave Broadband

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ENVIRONMENTAL CHECKLIST

Initial Study/Mitigated Negative Declaration

1. **Project Title:** Maidu Village Development Project

2. **Lead Agency Name and Address:** City of Colfax
Planning Department
33 S Main Street
Colfax, CA 95713

3. **Contact Person and Phone Number:** Amy Feagans
Planning Director
(530) 346-2313

4. **Project Location:** APN 100-240-016
South Auburn Street
Colfax, CA 95713

5. **Project Sponsor** Colfax Auburn LLC
1328 Souza Drive
El Dorado Hills, CA 95762

6. **General Plan Designation:** Commercial & Industrial

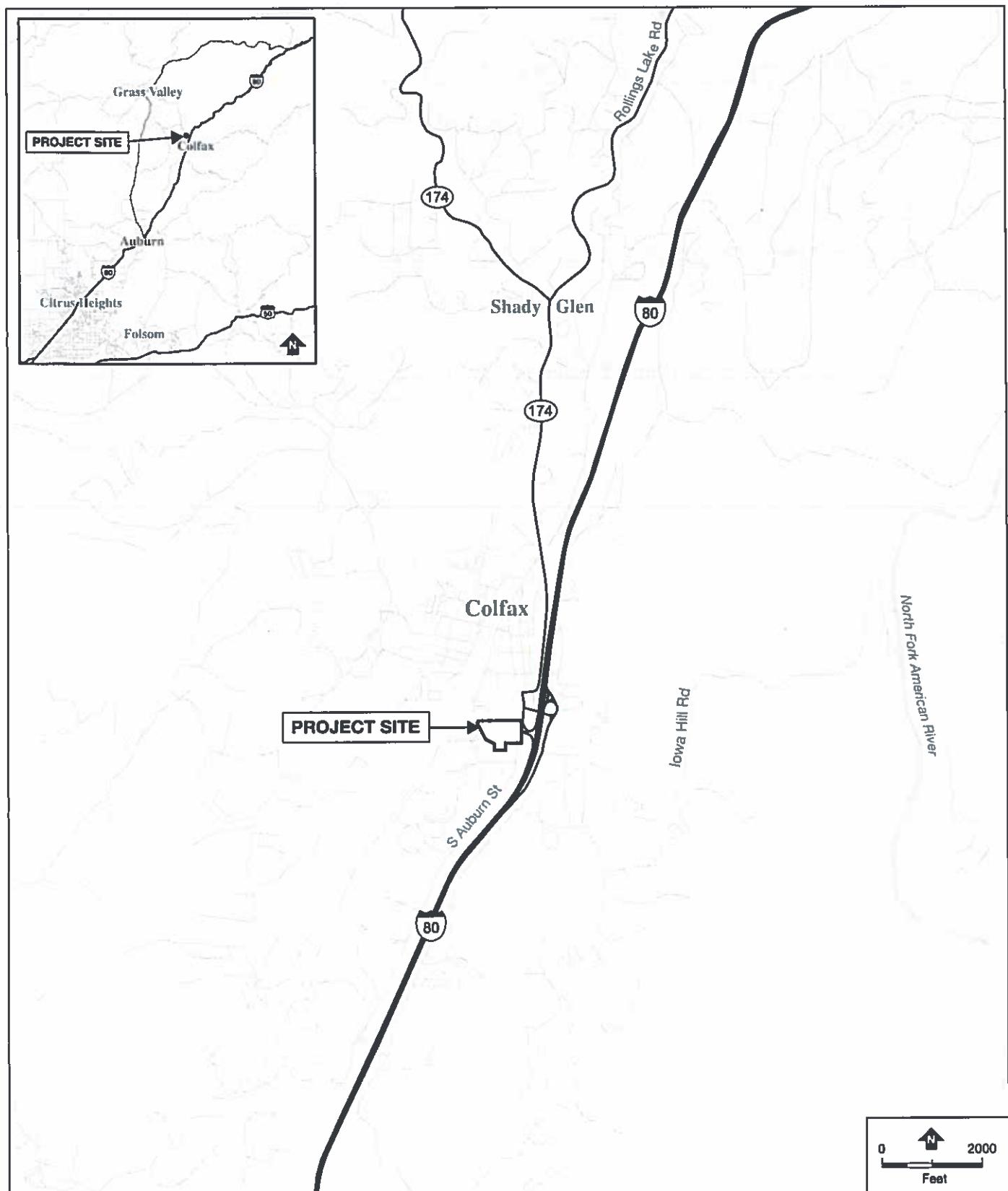
7. **Zoning:** Commercial Highway (C-H)

8. **Description of Project:**

Introduction

Colfax Auburn LLC (the Applicant) proposes to develop on a ±8.4-acre parcel (Placer County APN 100-240-016) in Colfax, CA. The project site is west of South Auburn Street, between Whitcomb Avenue and Central Street/State Highway 174, and is adjacent to the Interstate 80 (I-80) westbound on-ramp/off-ramp at South Auburn Street (the proposed roundabout). The project includes the phased development of an ARCO gas station/mini-mart/car wash, a fast-food restaurant and coffee kiosk, a sit-down restaurant, a commercial/retail building and a motel.

Figure 1 shows the Project Location and **Figure 2** shows the Site Map. **Figure 3** shows the Parcel Map and **Figure 4** shows the Preliminary Grading, Drainage and Utility Plan. The project requires compliance with the California Environmental Quality Act (CEQA) because the project requires discretionary approvals for the required Conditional Use Permit, Design Review, Tentative Map, and Planned Development.



Source: RCH Group

Figure 1
Regional Location

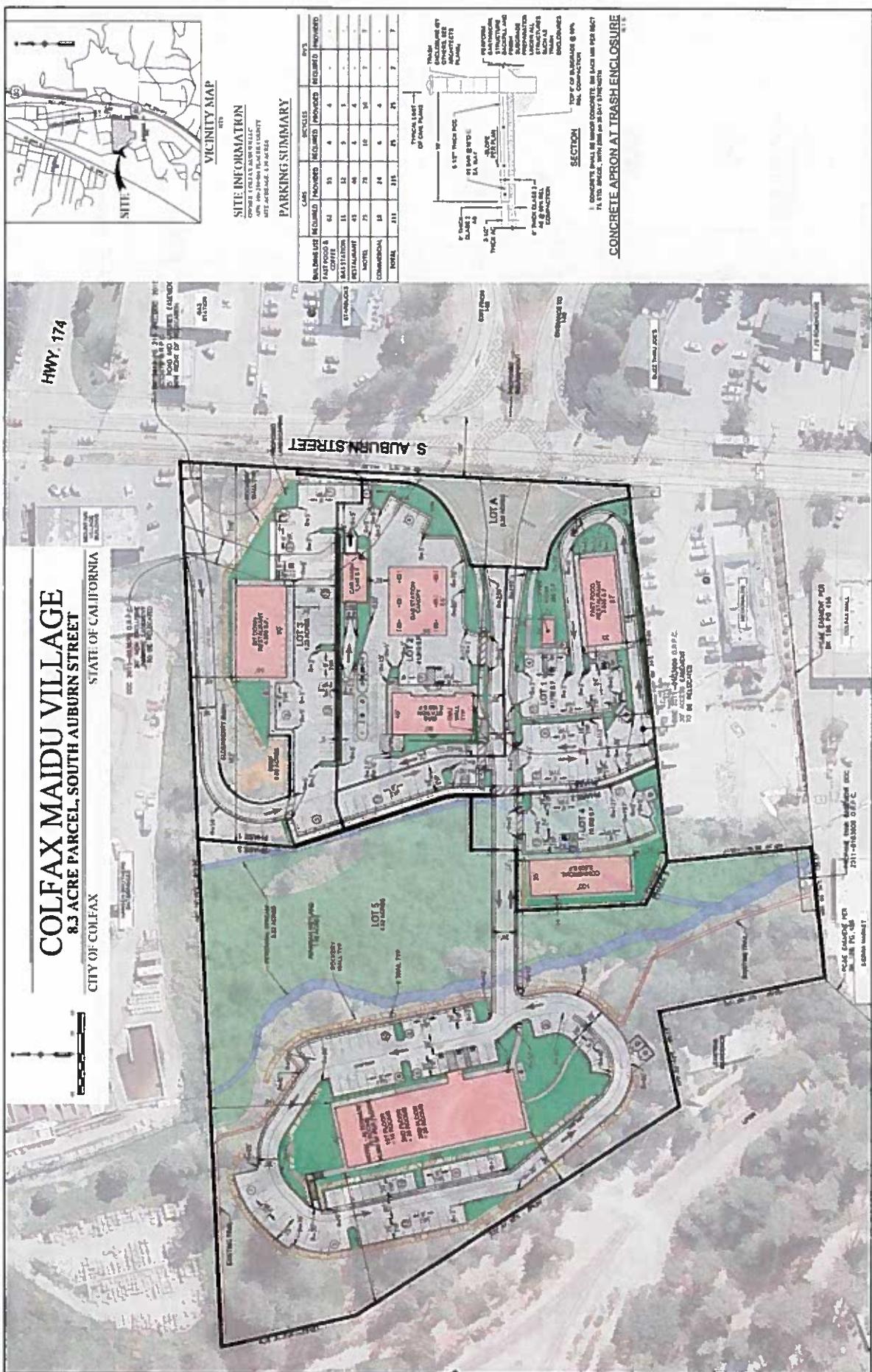


Figure 2
Site Map

Source: King Engineering, Inc.

RCEH
GROUP

Attachment 3

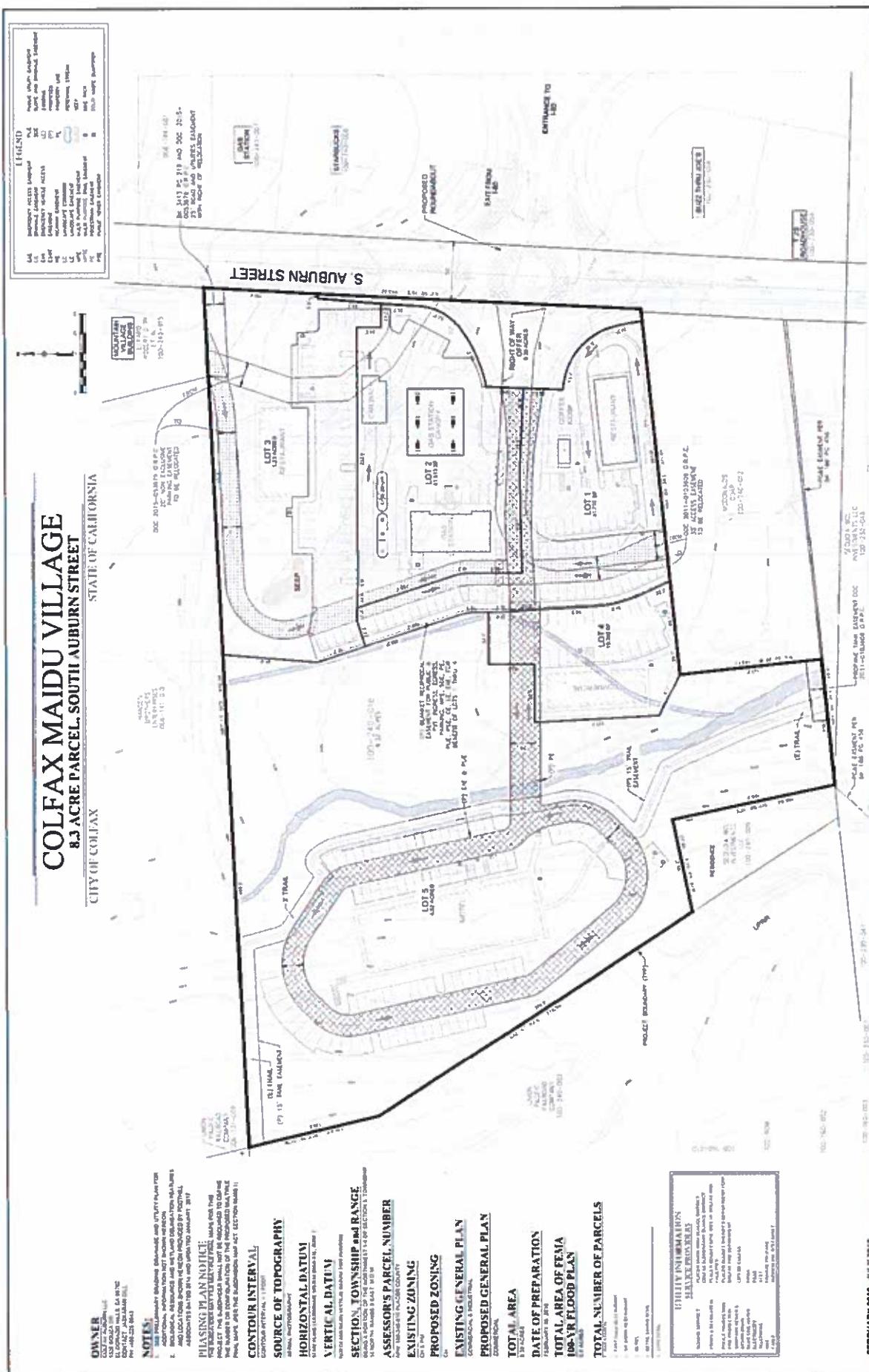


Figure 3
Parcel Map

Source: King Engineering, Inc.

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GROUP

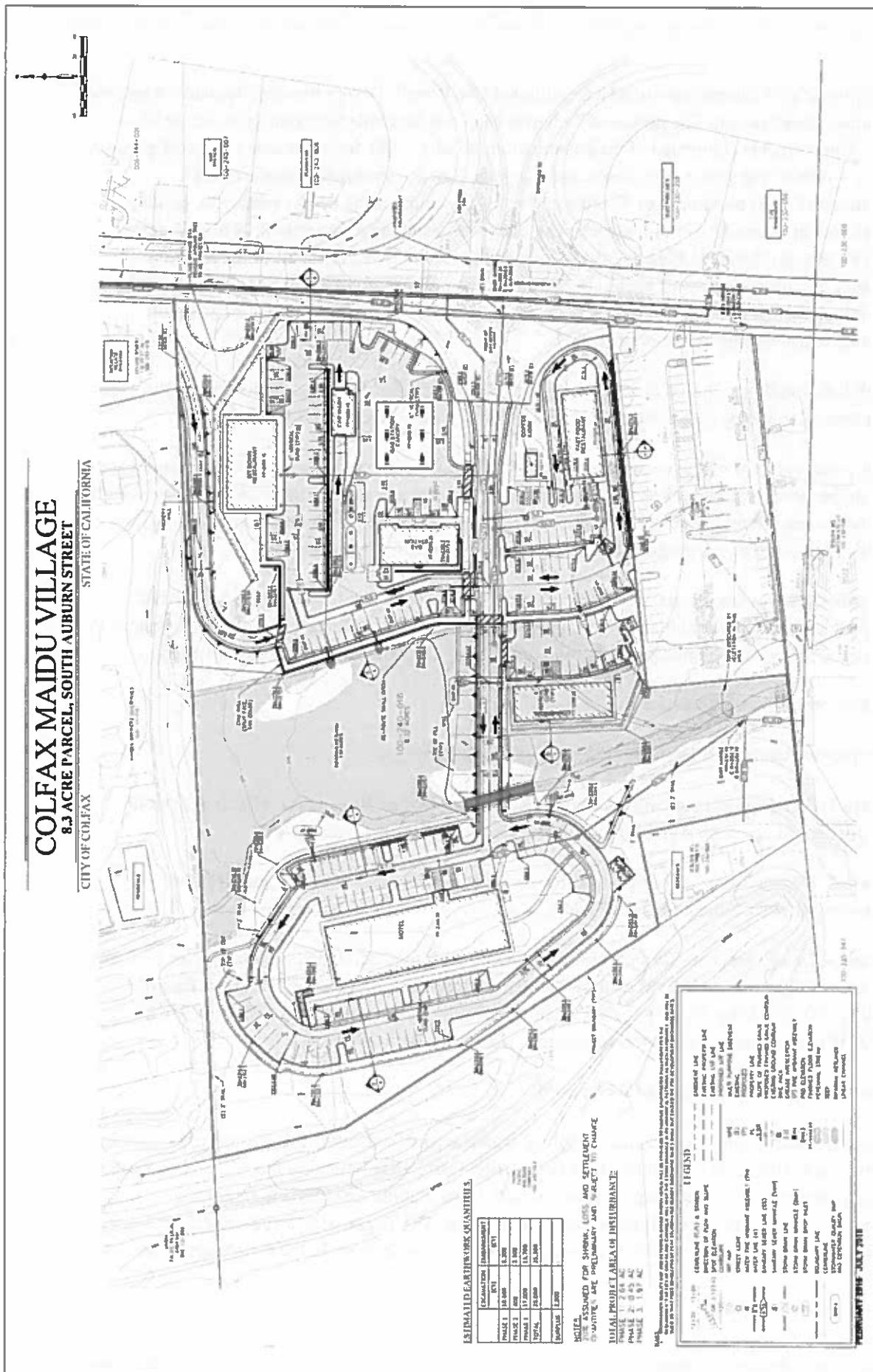


Figure 4 Preliminary Grading and Utilities Plan

Source: King Engineering, Inc.

RCH
GROUP

The project entitlements consist of a Conditional Use Permit, Design Review, Tentative Map, and Planned Development. The proposed Tentative Map would divide the existing parcel into five lots. The project is comprised of the construction of Lot 1 – fast-food restaurant and coffee kiosk, Lot 2 – ARCO gas station, mini-mart, and car wash, Lot 3 – sit-down restaurant, Lot 4 – commercial/retail building, Lot 5 – 70-room motel, and supporting access roadways, parking areas, and infrastructure improvements. Lot sizes vary from approximately 0.44 to 4.52 acres. The lot shapes, shown in Figure 2, were intended to capture most if not all of the required number of parking spaces on each lot for their respective uses. Reciprocal parking easements would assure that parking could be shared, which is typical of multi-building, multi-tenant commercial shopping center projects.

Each Lot would be required to install landscaping for their site and landscaping style, plant types, and themes would be consistent and complimentary to each other across the project.

New water services would connect to the existing public water main in South Auburn Street and would be constructed within the new site access and parking areas. Sanitary sewer service would connect to an existing manhole in South Auburn Street except for the motel use (Lot 5), which would connect to an existing manhole at the southern end of the project site.

No offsite improvements are anticipated with the project since the City of Colfax's planned roundabout project would include frontage roadway, sidewalk, drainage, and utility extensions to serve the project so that this project would not disrupt the planned roundabout construction.

Entitlements and Schedule

The project would seek approval of the following entitlements:

Phase 1: Development Agreement, Parcel Map, Major Design Review for ARCO gas station, mini-mart and car wash (Lot 2), Planned Development. Schedule: 2018-2019.

Phase 2: Design Reviews for fast-food restaurant and coffee kiosk (Lot 1) and sit-down restaurant (Lot 3). Schedule: 2019-2024.

Phase 3: Design Reviews for the commercial/retail building (Lot 4) and motel use (Lot 5). Army Corps of Engineers (ACOE) Wetlands 404 Permit, Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification, and California Department of Fish & Wildlife (CDFW) 1602 Stream Alteration Agreement. Schedule: 2019-2028.

Construction Phasing and Schedule

Phase 1 construction would include the three frontage parcels (Lots 1, 2 & 3) and would consist of two parts (Phase 1a and Phase 1b). Construction Phase 1a is limited to the ARCO gas station improvements (Lot 2) and rough grading of Lots 1 and 3 at the same time to minimize construction impacts. The estimated completion of the ARCO gas station and project infrastructure would be in 2019 after completion of the roundabout. In the next several years, the

two remaining frontage pads (Lots 1 and 3) would seek entitlements and would be developed as the demand for the uses occurs (Construction Phase 1b). It is anticipated that the two remaining frontage pads (Lots 1 and 3) would be developed within a five-year period. The commercial/retail building use on Lot 4 (Construction Phase 2) and the motel use on Lot 5 (Construction Phase 3) involves an ACOE Wetlands Section 404 permit, a RWQCB Section 401 Water Quality Certification, and a CDFW Section 1602 Stream Alteration Agreement approval. It is anticipated this would occur between years five and ten. This schedule could accelerate based on demand. The basic infrastructure located on the frontage parcels (Lots 1, 2, and 3) consisting of internal circulation, parking, frontage improvements, underground utilities (including water, sewer, and dry utilities), grading, and storm drainage for the project would occur within Phase 1 (See Figure 4). Access and utility stubs to Lots 4 and 5 would be constructed during Phase 1 for future construction of their infrastructure during Construction Phases 2 and 3, respectively.

Grading

In order to preserve much of the north-south running riparian wetland and perennial streams through the project site, a minimized grading approach would be taken for access roads and building siting. Proposed locations of buildings, roadways and other site improvements were designed in response to minimize site disturbance through the central wetland area.

Grading, when necessary, would be managed to create minimal slope grading impacts through the use of natural material rockery walls where slopes would otherwise be excessive. Grading would be limited to the extent necessary to accommodate the development of the project. Cut and fill slopes would be held to a minimum utilizing the existing contours whenever possible and rockery walls and retaining walls to minimize impacts to adjacent vegetation and biological resources. Slope gradients for cut and fill slopes would be based upon site-specific soil conditions and would be 2:1 or flatter.

Grading for the project is largely controlled by the roadway connections to South Auburn Street and McDonald's access easement and is designed to maintain ADA accessibility throughout the project site connectivity and its connection to the public right of way. Efforts have been made to balance the initial estimates for earthwork onsite as much as practicable and the preliminary earthwork analysis indicates approximately 28,000 cubic yards (CY) of excavation and 25,100 CY of embankment fill, generating a surplus of 2,900 CY. Efforts would be made during final Improvement Plan design to balance the project site even further to help reduce soil export from the project site.

Circulation

The main access entrance point into the project is from South Auburn Street via the City's planned new roundabout intersection. There is also a proposed connection to McDonald's via an existing access easement on the property that would serve the project and McDonald's with secondary access circulation. Finally, an existing one-way driveway serves the adjoining Mountain Village commercial development to the north that would be relocated north of the

proposed sit-down restaurant on Lot 3. All of these accesses would provide public access and through-project circulation to public roadways. As shown on Figure 3 and 4, the proposed circulation plan would consist of a network of access roads and parking areas that generally connect all of the proposed uses with adjoining properties and public streets as much as possible. Access and parking would be accommodated through reciprocal easements to be granted for public and private ingress, egress, parking, drainage, and utilities for the shared benefit of Lots 1 through 5 (See Figure 3 and 4).

Non-Roadway Infrastructure

Infrastructure including storm drain facilities, water lines, sewer lines, and underground joint trench utilities (electric, gas, CATV, & communication) would be designed to meet required standards based on the level of development proposed.

Stormwater and Drainage

The project would require drainage improvements. The Applicant would be required to provide a Drainage Report with Drainage Plans prepared by a licensed civil engineer prior to grading and construction (See Mitigation Measure HYD-1). The Drainage Report and Improvement Plans would identify stormwater quality best management practices (BMPs) and detention basins to be located adjacent to and/or under the parking areas (See Figure 4). The BMPs would be implemented and detention basins would be provided to minimize stormwater pollutants from entering the natural drainage course per the requirements of the City of Colfax and the Central Valley RWQCB. Reasonable efforts would be made to keep the storm drainage in its historical patterns as much as possible and BMP detention facilities would be sized so that post development peak stormwater runoff rates are equal to or less than, pre-development runoff rates that leave the project site. All required storm drain facility improvements would be designed and constructed in accordance with City of Colfax requirements and standards and other applicable regulatory agencies. See the Hydrology and Water Quality Section of this Initial Study for more information related to stormwater and drainage.

Water Supply

Placer County Water Agency (PCWA) has indicated the project is within the PCWA's service area and the project site can be served subject to the regulations of the PCWA and the laws of the State. The project would extend the water pipeline that presently exists along the project's frontage roadway, South Auburn Street.

Wastewater System

Wastewater would be gathered from the project in a new gravity sewer collection system that connects to the City of Colfax's existing gravity sewer mains located in South Auburn Street and at the southern end of the project site. The sewer collection system would be designed to the satisfaction of City of Colfax and Placer County Environmental Health Department.

Fire Protection

The Colfax Fire Department (CFD) and the California Department of Forestry and Fire Protection (Cal-Fire) have entered into a mutual aid agreement to provide fire protection to Colfax, including the project site. The nearest fire station is the Colfax Fire Station located roughly 0.6 miles northeast from the project site. The City of Colfax Fire Marshal, along with the Cal-Fire, would provide Conditions of Approval for the project.

Fire protection for the project would include fire hydrants connected to the PCWA public water system and shaded fuel breaks where required to reduce potential fire fuel near proposed improvements.

Police Protection

The project site is within the jurisdiction of the Placer County Sheriff's Department. Placer County also maintains a mutual assistance agreement with the California Highway Patrol (CHP).

Solid Waste

Solid waste generated by the project would be collected and disposed of by Recology Auburn Placer Disposal Service, a private company that provides services to the City of Colfax and Placer County.

Energy Service

Pacific Gas and Electric (PG&E) would supply electricity and natural gas to the project area; however, the Applicant would need to submit an application for expanded services. The project would require the expansion of electrical service lines. All new utilities required for the project would be undergrounded, where appropriate.

Communications

Telecommunication services would be provided by AT&T, while television and data services could be provided by Xfinity, Direct TV, Dish Network, and/or other local providers.

9. Surrounding Land Uses and Setting:

The project site is vacant with some occasional homeless/urban campers trespassing on the project site. To the north lies Hansen Bros. industrial site for concrete, building, and landscape materials and Mountain Village retail/office building; to the west lies the Union Pacific Railroad (UPRR) tracks and a single-family residence; to the south lies McDonald's, Colfax Mall and Sierra Market commercial shopping centers; and to the east lies drive-thru restaurants and a gas station.

The project site consists of sloping topography. Site elevations range from 2,255 to 2,332 feet above mean sea level. Ground slopes typically range from 2% to 39%. Two unnamed creeks flow from north to south through the center of the project site. Both the eastern slope and western slope of the project site drain into the creeks. The eastern portion of the project site is disturbed with walking trails and a paved access road to Mountain Village to the north.

The project site is mostly covered with vegetation. See the Biological Resources Section of this Initial Study for more details. Wetlands features, such as perennial stream, riparian wetland, and a seasonal seep are present in the mid-section of the project site. The project site contains California annual grassland, black oak woodland, ponderosa pine forest, mixed willow scrub, urban scrubland, and disturbed/developed land (cleared land, concrete slabs and old foundations).

10. Required Agency Approvals:

The following permits/approvals are applicable to the project and involve City of Colfax approval:

- Approval of the Tentative Map, Conditional Use Permit, Design Review(s), Planned Development, Parcel Map, Erosion Control Plans, Improvement Plans, Grading and Building Permits, Encroachment Permit and Other Applicable Permits

The following permits and regulations are applicable to the project and involve other public agencies whose approval may be required:

- Dust Control Plan Approval, Placer County Air Pollution Control District (PCAPCD)
- Section 402 National Pollutant Discharge Elimination System (NPDES) General Construction Stormwater Permit, Central Valley RWQCB
- Section 401 Water Quality Certification, Central Valley RWQCB (Phases 2 and 3)
- Wetlands Section 404 Permit, ACOE (Phases 2 and 3)
- Section 1602 Stream Alteration Agreement, CDFW (Phases 2 and 3)

11. Tribal Consultation:

The United Auburn Indian Community (UAIC) requested consultation for the project on August 30, 2018. The Colfax-Todds Valley Consolidated Tribe (CTVCT) is the culturally affiliated tribe with the project area. Both the UAIC and CTVCT met with cultural resource specialists at the project site and both tribes consider the project site to be culturally sensitive. The UAIC sent the City of Colfax their recommended mitigation measures, which have been incorporated into mitigation measures for the project. See the Cultural Resources and Tribal Cultural Resources sections of the Initial Study for more information.

Environmental Factors Potentially Affected

The project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

<input checked="" type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forestry Resources	<input checked="" type="checkbox"/> Air Quality
<input checked="" type="checkbox"/> Biological Resources	<input checked="" type="checkbox"/> Cultural Resources	<input checked="" type="checkbox"/> Geology, Soils and Seismicity
<input checked="" type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards and Hazardous Materials	<input checked="" type="checkbox"/> Hydrology and Water Quality
<input checked="" type="checkbox"/> Land Use and Land Use Planning	<input type="checkbox"/> Mineral Resources	<input checked="" type="checkbox"/> Noise
<input type="checkbox"/> Population and Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input checked="" type="checkbox"/> Transportation and Traffic	<input checked="" type="checkbox"/> Tribal Cultural Resources	<input checked="" type="checkbox"/> Utilities and Service Systems
<input checked="" type="checkbox"/> Mandatory Findings of Significance		

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial study:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Amy Feagans
Signature

Amy Feagans
Printed Name

10/29/18
Date

City of Colfax
For

Aesthetics

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
1. AESTHETICS — Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

The project site is vacant with some occasional homeless/urban campers trespassing on the project site. To the north lies Hansen Bros. industrial site for concrete, building, and landscape materials and Mountain Village retail/office building; to the west lies the UPRR tracks and a single-family residence; to the south lies McDonald's, Colfax Mall and Sierra Market commercial shopping centers; and to the east lies South Auburn Street, drive-thru restaurants, a gas station and I-80.

Discussion

- a, b) **No Impact.** No scenic vistas would be affected by the project. The project site is not within or near a designated state scenic highway. No scenic resources within a state scenic highway would be affected by the project. Therefore, the project would have no impact.
- c) **Less-than-Significant Impact.** Photos 1-6 show views of the project site. Commercial and industrial uses surround the project site. There is an existing single-family residence approximately 60 feet east of the UPRR tracks, 100 feet north of the Colfax Mall and Sierra Market, and 200 feet west of the McDonald's parking lot. The residence would be approximately 50 feet south of the proposed motel site, with buffer and vegetation in between. Existing vegetation would likely block the views of all other project components.

The project would be consistent with the existing commercial and industrial visual character and quality of its surroundings. The project would comply with all applicable building, design, landscaping, and lighting requirements found in the City of Colfax Municipal Code and the Community Design Element of the City of Colfax 2020 General Plan. The project would not substantially degrade the existing visual character or quality of the project site and its surroundings. Therefore, the project would have a less-than-significant impact.

d) **Less-than-Significant Impact.** The project would change the landscape of the project site from an undeveloped environment to one that is urbanized, which would result in the introduction of new sources of light and potential glare. These new sources of lighting would primarily consist of site lighting in the parking lot and cars entering and exiting the project site at night. The project would comply with the lighting requirements in the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.



Photo #1) View of the project site and the commercial uses to the south (photo taken approximately 100 feet west of South Auburn Street on June 13, 2018).

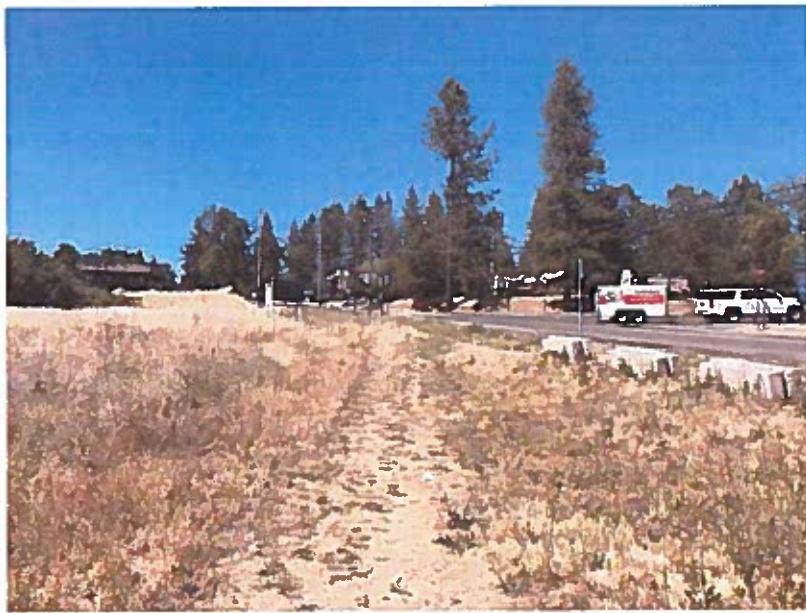


Photo #2) View of the project site and the commercial uses to the east/northeast (photo taken at southeast corner of project site near McDonald's property line west of South Auburn Street on June 13, 2018).

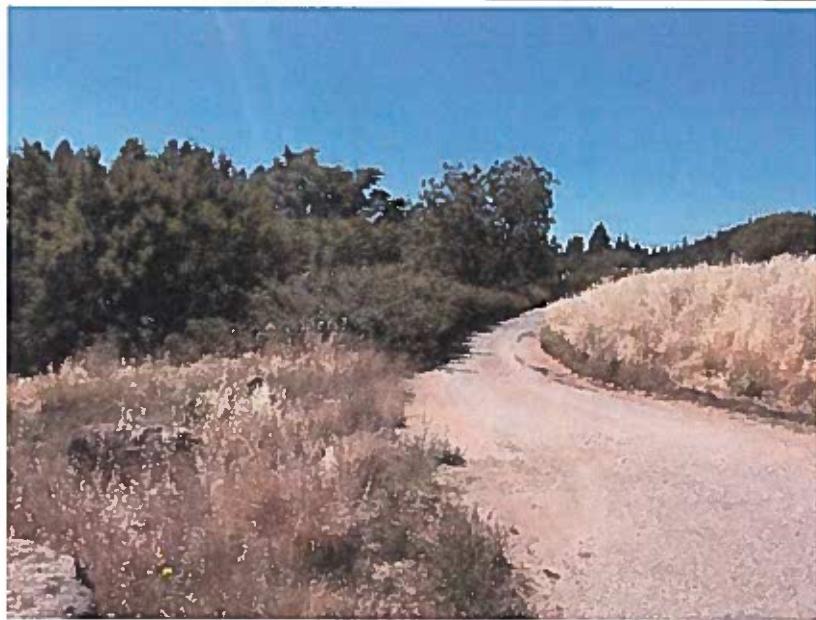


Photo #3) View of the project site and the existing access road to the Mountain Village commercial center (photo taken on June 13, 2018).

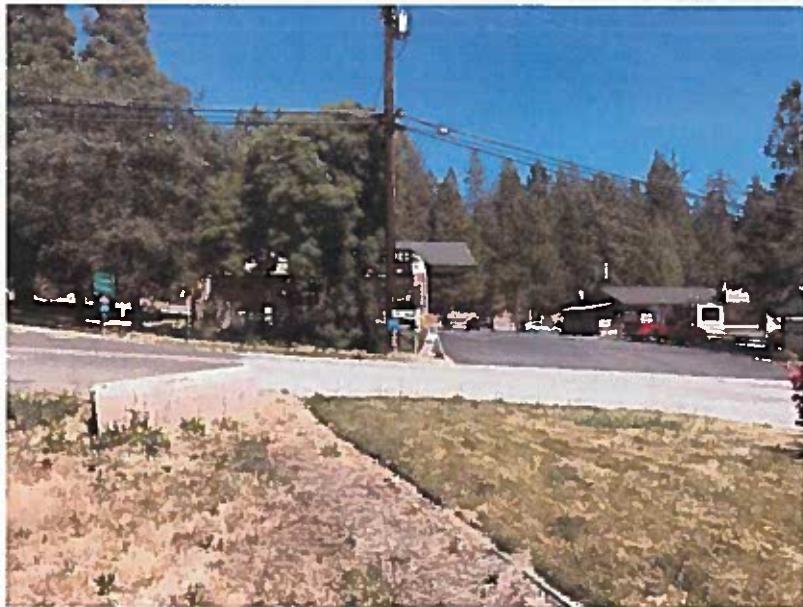


Photo #4) View of the commercial uses to the east/southeast (photo taken at southeast corner of project site at McDonald's property line on June 13, 2018).



Photo #5) View of the project site facing northwest (photo taken on June 13, 2018).



Photo #6) View of the project site facing west (photo taken on June 13, 2018).

Agricultural and Forest Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
2. AGRICULTURAL AND FOREST RESOURCES — In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a, e) **No Impact.** There is no farmland located on or near the project site. Therefore, the project would have no impact.
- b) **No Impact.** The project site is not zoned for agricultural use and is not subject to a Williamson Act contract. Therefore, the project would have no impact.
- c, d) **No Impact.** The project site is not zoned for forest land or timberland. The project site is not zoned for agricultural and does not fit the definition of forest land. Therefore, the project would have no impact.

Air Quality

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
3. AIR QUALITY — Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

This air quality analysis is consistent with the methodology for project review and analysis as described in the PCAPCD's *CEQA Air Quality Handbook* (PCAPCD, 2017). Additional information related to air quality such as existing setting and regulations, as well as detailed construction and operational emissions inventories for the project is in Appendix A.

Discussion

a) **Less-than-Significant Impact.** The PCAPCD along with other local air districts in the Sacramento planning region are required to comply and implement the State Implementation Plan (SIP) to demonstrate how and when the region can attain the federal ozone standards. In 2013, air districts from the Sacramento planning region developed the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2013 SIP Revisions Plan)* to address how the region would attain the 1997 federal 8-hour ozone standard. U.S. EPA approved the *2013 SIP Revisions Plan* effective March 2, 2015. The *2013 SIP Revisions Plan* is the applicable air quality plan for the project.

A conflict with, or obstruction of, implementation of the *2013 SIP Revisions Plan* could occur if a project generates greater emissions than what has been projected for the project site in the emissions inventory of the *2013 SIP Revisions Plan*. Emissions inventories are developed based on projected increases in population, employment, regional vehicle miles traveled, and associated area sources within the region, which are based on regional projections that are, in turn, based on the general plan and zoning designations for the

region. Because the project site would remain a commercial use, the project should have emissions consistent with the emissions inventory of the *2013 SIP Revisions Plan*.

The project would support the primary goals of the *2013 SIP Revisions Plan*, it would be consistent with all applicable *2013 SIP Revisions Plan* control measures, and would not disrupt or hinder implementation of any *2013 SIP Revisions Plan* control measures. Therefore, the project would have a less-than-significant impact.

b) **Less-than-Significant Impact.** The project would generate temporary criteria pollutant emissions during construction and long-term criteria pollutant emissions during operations.

Construction

The project would be constructed over several phases (See project description). Construction activities would consist of site preparation, grading, building construction, paving and architectural coating. Construction equipment would consist air compressors, cement and mortar mixers, cranes, forklifts, generator sets, graders, pavers, paving equipment, rollers, rubber tired dozers, tractors/loaders/backhoes and welders. Efforts would be made during final Improvement Plan design to balance the site, but grading could require up to 2,900 CY of soil export. The project would require worker vehicle trips for the duration of construction and truck trips for importing construction materials or exporting soil material (if required). The emissions generated from these construction activities include:

- Dust (including particulate matter less than 10 micrometers (coarse or PM10) and particulate matter less than 2.5 micrometers (fine or PM2.5)) primarily from “fugitive” sources (i.e., emissions released through means other than through a stack or tailpipe) such as material handling and travel on unpaved surfaces;
- Combustion emissions of criteria air pollutants (carbon monoxide (CO), nitrogen oxides (NO_x), sulfur dioxide (SO₂), volatile organic compounds (VOC) as reactive organic gases (ROG), PM10, and PM2.5) primarily from operation of heavy off-road construction equipment, haul trucks, (primarily diesel-operated), and construction worker automobile trips (primarily gasoline-operated); and
- VOC emissions from painting/coating.

Construction-related fugitive dust emissions would vary from day to day, depending on the level and type of activity, silt content of the soil, and the weather. Poor construction practices could result in substantial emissions of fugitive dust that could become a nuisance. The PCAPCD requires construction projects to comply with District Rules & Regulations for Construction. Compliance with the PCAPCD District Rules & Regulations for construction, specifically Rule 228 – Fugitive Dust, which requires implementation of minimum dust control requirements, would prevent and control fugitive dust emissions. The minimum dust control requirements required by Rule 228 are in Appendix A for reference.

Estimated maximum daily emissions of criteria pollutant emissions that would be generated by construction of the project are shown in Table 1. Construction emissions were estimated using the California Emission Estimator Model (CalEEMod) Version 2016.3.2. There are no significance thresholds for CO or PM2.5. As shown in Table 1, criteria pollutant emissions from all construction phases would be substantially less than the PCAPCD's maximum daily significance thresholds for ROG, NO_x, and PM10. Therefore, the project would have a less-than-significant impact.

Table 1: Estimated Maximum Daily Construction Emissions (pounds)

Year	ROG	NO _x	PM10
Maximum Daily 2019 Emissions (Phase 1a)	17.2	19.5	2.5
Maximum Daily 2021 Emissions (Phase 1b)	9.0	14.9	1.1
Maximum Daily 2024 Emissions (Phase 2)	7.2	6.2	1.2
Maximum Daily 2025 Emissions (Phase 3)	13.84	25.3	19.8
Maximum Daily Emissions	17.2	25.3	19.8
Significance Threshold	82	82	82
Potentially Significant (Yes or No)?	No	No	No

Source: CalEEMod Version 2016.3.2.

Operations

The project would generate operational criteria pollutant emissions from transportation, area sources, electricity consumption, natural gas combustion, electricity usage associated with water usage and wastewater discharge, and solid waste landfilling and transport. Operational emissions were estimated using the CalEEMod Version 2016.3.2. The operational emissions estimates assume an operational year of 2020 for Phase 1a and conservative estimates for subsequent phases.

Estimated maximum daily operational emissions that would be associated with the project are presented in Table 2 and are compared to PCAPCD's thresholds of significance. As indicated in Table 2, the estimated operational emissions would be substantially less than the PCAPCD's significance thresholds. Therefore, the project would have a less-than-significant impact.

Table 2: Estimated Maximum Daily Operational Emissions (pounds)

Condition	ROG	NOx	PM10
Phase 1a Maximum Daily Emissions (Year 2020)	2.2	9.0	1.1
Phase 1b Maximum Daily Emissions (Year 2022)	1.8	8.3	1.8
Phase 2 Maximum Daily Emissions (Year 2025)	0.3	1.0	0.4
Phase 3 Maximum Daily Emissions (Year 2026)	1.2	3.2	1.5
Maximum Daily Emissions at Full Buildout	5.2	21.4	5.2
Significance Threshold	55	55	82
Potentially Significant (Yes or No)?	No	No	No

Source: CalEEMod Version 2016.3.2.

Note: Maximum daily emissions at full buildup would likely be lower than the emissions shown in Table 2 since Phase 1a, 1b and 2 emissions would decrease by year 2026 (the estimated year the project would be fully built out and fully operational).

- c) **Less-than-Significant Impact.** The PCAPCD cumulative significance thresholds are the same as the project-level significance thresholds. Therefore, a project would have a significant cumulative impact if the project exceeds the project-level significance thresholds. As disclosed in this air quality analysis, the project would not exceed project-level significance thresholds. Therefore, the project would have a less-than-significant impact.
- d) **Less-than-Significant Impact.** Land uses such as schools, children's daycare centers, hospitals, and convalescent homes are considered more sensitive to poor air quality than other land uses because the population groups associated with these uses have increased susceptibility to respiratory distress. Persons engaged in strenuous work or exercise also have increased sensitivity to poor air quality. The California Air Resources Board (CARB) has identified the following people as most likely to be affected by air pollution: children less than 14 years of age, the elderly over 65 years of age, athletes, and those with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive population groups.

Residential areas are considered more sensitive to air quality conditions than commercial and industrial areas, because people generally spend longer periods of time outside their residences, resulting in greater exposure to ambient air quality conditions. Recreational uses are also considered sensitive, due to the greater exposure to ambient air quality conditions and because the presence of pollution detracts from the recreational experience. The project site (the proposed hotel use portion) is adjacent to a single-family residence, but the proposed gas station use is approximately 500 feet northeast of this single-family residence.

A toxic air contaminant (TAC) is defined as an air pollutant that may cause or contribute to an increase in mortality or in serious illness, or that may pose a hazard to human health. TACs are usually present in minute quantities in the ambient air. However, TACs high toxicity or health risk may pose a threat to public health even at very low

concentrations. In general, for those TACs that may cause cancer, there is no concentration that does not present some risk. This contrasts with the criteria pollutants for which acceptable levels of exposure can be determined and for which the state and federal governments have set ambient air quality standards.

The project would constitute a new emission source of diesel particulate matter (DPM¹) due to construction activities. Studies have demonstrated that DPM from diesel-fueled engines is a human carcinogen and that chronic (long-term) inhalation exposure to DPM poses a chronic health risk. The project has short-term construction activities that would use diesel construction equipment intermittently and would not generate substantial TAC emissions. Therefore, the project would have a less-than-significant impact.

Naturally Occurring Asbestos (NOA) can be of concern in Placer County due to the known presence of chrysotile and amphibole asbestos. However, the project site is in the area least likely to contain NOA according to Placer County's NOA Hazard Map (November 2008). Although unlikely, if NOA is discovered during project construction the project would be required to adhere to CARB's Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations. Therefore, the project would have a less-than-significant impact.

TACs related to operation would be limited to the proposed gas station use of the project. CARB recommends a 300-foot separation from large gasoline dispensing facilities and residential uses and a 50-foot separation from typical gas dispensing facilities and residential uses (CARB, 2005). The proposed gas station is greater than 500 feet away from the nearest sensitive receptor. Therefore, the project would have a less-than-significant impact.

e) **Less-than-Significant Impact.** Any project with the potential to frequently expose members of the public to objectionable odors would be deemed to have a potentially significant impact. As a general matter, the types of development that pose potential odor problems include agriculture, food processing, dairies, rendering, refineries, chemical plants, wastewater treatment plants, landfills, composting facilities, and transfer stations. No such odiferous uses would be a part of the project. Commercial development projects

¹ In August of 1998, CARB identified particulate emissions from diesel-fueled engines as a toxic air contaminant. CARB developed the *Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles*. The document represents a proposal to reduce diesel particulate emissions, with the goal to reduce emissions and the associated health risk by 75 percent in 2010 and by 85 percent in 2020. The program aims to require the use of state-of-the-art catalyzed diesel particulate filters and ultra-low sulfur diesel fuel on diesel-fueled engines. DPM is the most complex of diesel emissions. Diesel particulates, as defined by most emission standards, are sampled from diluted and cooled exhaust gases. This definition includes both solid and liquid material that condenses during the dilution process. The basic fractions of DPM are elemental carbon; heavy hydrocarbons derived from the fuel and lubricating oil and hydrated sulfuric acid derived from the fuel sulfur. DPM contains a large portion of the polycyclic aromatic hydrocarbons found in diesel exhaust. Diesel particulates include small nuclei particles of diameters below 0.04 micrometers (μm) and their agglomerates of diameters up to 1 μm .

generally do not cause odor problems or complaints. Therefore, the project would have a less-than-significant impact.

References

California Air Pollution Control Officers Association, *CalEEMod User's Guide Version 2016.3.2*, November 2017. http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4

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Placer County. *Naturally Occurring Asbestos Hazard*. November 4, 2008.
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<http://www3.epa.gov/otaq/documents/nearroadway/420f14044.pdf>

Biological Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
4. BIOLOGICAL RESOURCES — Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This section is based on a Biological Resources Assessment (January 10, 2014) and a Biological Constraints Update (January 20, 2017) conducted by Foothill Associates. The Biological Resources Assessment (2014) is Appendix C to this Initial Study and the Biological Constraints Update (2017) is Appendix D to this Initial Study. Foothill Associates also performed an Arborist Survey (August 17, 2018), which is Appendix E to this Initial Study.

The Biological Resources Assessment and Biological Constraints Update recommended the following:

- Submit wetland delineation and request for preliminary jurisdictional determination.
- Obtain appropriate regulatory permits for impacts to jurisdictional wetlands and perennial streams (404 permit, 401 permit, and Streambed Alteration Agreement) and implement mitigation measures required by regulatory agencies to ensure “no net loss” of wetlands.
- Prepare tree inventory of all trees with a DBH greater than 6 inches. Coordinate with City of Colfax and implement tree mitigation as required by planning commission.
- Perform surveys for special status plants during identification period/ bloom season (April – September).

- Perform surveys for special-status reptiles and amphibians.
- Coordinate with appropriate State or federal agency to determine mitigation requirements if special-status plants or animals are identified on the project site.
- Perform pre-construction avian nesting survey, if site clearing begins during the nesting season (February – August).

Discussion

a) **Less-than-Significant Impact with Mitigation.** Foothill Associates' biologists conducted field surveys of the entire project site on November 7, 2013; December 5, 2013; and January 16, 2017. The project site contains California annual grassland, black oak woodland, ponderosa pine forest, mixed willow scrub, urban scrubland, and disturbed/developed land (cleared land, concrete slabs and old foundations). Three wetland types are located on the site: perennial stream, riparian woodland, and seep. There is widespread evidence of camping, in the form of trash, clothes, cardboard, and cleared paths through the center of the project site east of the creek channel. A number of people were observed walking dogs on the more open southeast portion of the site and on the west side of the creek. One elderberry shrub (*Sambucus mexicanus*) was mapped within the northern portion of the project site during the January 16, 2017; however, the shrub would not be disturbed by the project.

Listed and Special-Status Plants

Foothill Associates searched California Natural Diversity Database and the U.S. Fish and Wildlife Service list for special-status plant species that have the potential to occur on the project site. Species that have a low potential to occur include the following: brownish beaked-rush (*Rhynchospora capitellata*), dubious pea (*Lathyrus sulphureus* var. *argillaceus*), finger rush (*Juncus digitatus*), Parry's horkelia (*Horkelia parryi*), Scadden Flat checkerbloom (*Sidalcea stipularis*), Sierra blue grass (*Poa sierrae*), and Stebbins' morning-glory (*Calystegia stebbinsii*). The only special-status plant species considered to have a high potential to occur on the project site is Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*).

The Biological Resources Assessment (2014) performed site surveys outside of the typical blooming period for the eight plant species listed with a potential for occurrence on the project site. **Mitigation Measures BIO-1 and BIO-2** would determine whether the listed and special-status plants occur on the project site and would reduce any potentially significant impacts to less than significant.

Mitigation Measure BIO-1: Prior to Phase 1 ground disturbance, the Applicant shall have a focused botanical survey conducted within the Phase 1 construction boundary for the following species: brownish beaked-rush (*Rhynchospora capitellata*), finger rush (*Juncus digitatus*), Parry's horkelia (*Horkelia parryi*), Scadden Flat checkerbloom (*Sidalcea stipularis*), Sierra blue grass (*Poa sierrae*), Stebbins' morning-glory (*Calystegia stebbinsii*) and Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*).

brandegeae). If any of the above species are found within the Phase 1 construction boundary, the CDFW shall be contacted to determine appropriate avoidance measures. If none are found, Phase 1 ground disturbance could then proceed.

Mitigation Measure BIO-2: Prior to Phase 2 and 3 ground disturbance, the Applicant shall have a focused botanical survey conducted within the Phase 2 and 3 construction boundaries for the following species: brownish beaked-rush (*Rhynchospora capitellata*), finger rush (*Juncus digitatus*), dubious pea (*Lathyrus sulphureus* var. *argillaceus*), Parry's horkelia (*Horkelia parryi*), Scadden Flat checkerbloom (*Sidalcea stipularis*), Sierra blue grass (*Poa sierrae*), Stebbins' morning-glory (*Calystegia stebbinsii*) and Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*). If any of the above species are found within the Phase 2 and/or 3 construction boundaries, the CDFW shall be contacted to determine appropriate avoidance measures. If none are found, Phase 2 and/or 3 ground disturbance could then proceed.

Listed and Special-Status Animals

Foothill Associates searched California Natural Diversity Database and the U.S. Fish and Wildlife Service list for special-status animals that have the potential to occur on the project site. Species that have a low potential to occur include the California red-legged frog (*Rana draytonii*) and the western pond turtle (*Emys marmorata*). Species that are considered to have a high potential to occur include the coast horned lizard (*Phrynosoma blainvillii*), foothill yellow-legged frog (*Rana boylii*), and various avian species (raptors and other migratory birds).

Foothill Associates performed Pre-Construction Surveys of the Phase 1 construction boundary for special-status reptiles and amphibians on July 19 and August 7, 2018 (Foothill Associates, 2018a). No special-status amphibians or reptiles were found during the surveys of the Phase 1 construction boundary.

Mitigation Measures BIO-3 would determine if listed and special-status amphibians and reptiles occur in the Phase 2 and 3 construction boundaries and would reduce any potentially significant impacts to less than significant. **Mitigation Measure BIO-4** would reduce any potentially significant impacts to avian species (raptors and other migratory birds) to less than significant.

Mitigation Measure BIO-3: Prior to Phase 2 and 3 ground disturbance, the Applicant shall have a focused pre-construction survey conducted by a qualified biologist for potentially occurring special-status reptiles and amphibians. If any species are found, the CDFW shall be contacted to determine appropriate avoidance measures. If no species are found, Phase 2 and/or 3 ground disturbance could then proceed.

Mitigation Measure BIO-4: If any tree removal or adjacent construction activity takes place during the associated breeding/nesting season for raptors (typically February through August), a pre-construction survey shall be conducted by a qualified biologist within 14 days of the start of construction activities. If active nests are found on or immediately adjacent to the site, the CDFW shall be contacted to determine appropriate avoidance measures. If no nesting is found to occur, necessary tree removal could then proceed. This survey shall not be necessary if tree removal and vegetation clearing occur outside of the nesting period.

b, c) **Less-than-Significant Impact with Mitigation.** The project site contains approximately 1.93 acres of potentially jurisdictional wetlands, consisting of 1.68 acres of riparian wetland, 0.03 acre of seep and 0.22 acre of perennial stream. While only the U.S. ACOE can verify the jurisdiction and extents of wetlands, the wetlands mapped on the project site in 2014 and 2017 are expected to be considered jurisdictional and therefore regulated by the U.S. ACOE. Phase 1 would have no impact on the aforementioned wetland areas as they are only within the Phase 2 and 3 construction boundaries.

Mitigation Measure BIO-5 and BIO-6 would determine whether wetlands or waters of the U.S. occur on the project site and would reduce any potentially significant impacts to less than significant.

Mitigation Measure BIO-5: Prior to construction of Phase 2 and 3, the Applicant shall prepare a wetland delineation, in accordance with the U.S. ACOE "Minimum Standards for Acceptance of Preliminary Wetlands Delineations" and "Final Map and Drawing Standards for the South Pacific Division Regulatory Program," and submit it to the U.S. ACOE Sacramento District Office for review. The Applicant shall follow through with permitting required by the regulatory agencies with jurisdiction over the verified wetlands/waters (i.e. Section 404 permit from the U.S. ACOE and Section 401 water quality certification from the RWQCB).

Mitigation Measure BIO-6: Prior to construction of Phase 2 and 3, the Applicant shall obtain a Section 1602 Stream Alteration Agreement from CDFW for each stream crossing or any other activities affecting the bed, bank or associated riparian vegetation of the perennial streams.

d) **Less-than-Significant Impact.** The project would be consistent with the surrounding area and would not substantially affect wildlife movement. **Mitigation Measure BIO-4** would reduce any potentially significant impacts to nesting raptors and migratory birds. Therefore, the project would have a less-than-significant impact.

e) **Less-than-Significant Impact.** The City of Colfax understands as development of vacant land occurs, loss of some tree cover may be unavoidable. The City of Colfax Municipal Code, Chapter 17.110 – Tree Preservation Guidelines regulates all trees over 6 inches dbh. Mitigation is typically based on a 1:1 ratio for each tree removed. The project site

contains approximately 470 trees (approximately 110 ponderosa pine trees, 35 black oak trees, 240 arroyo willow trees, 45 tree of heaven, and 40 orchard/ornamental/exotic trees) (Foothill Associates, 2018b).

Approximately 291 trees would be removed with the project. Due to the invasive status for the tree of heaven and the small diameter and shrub-like growth of the willow trees, replacement of those trees would not be expected to be required. Thus, 166 replacement trees (approximately 291 total less 125 tree of heaven and willow trees) would be expected to be required using the 1:1 replacement ratio (Foothill Associates, 2018b).

The final number of impacted trees regulated by the Tree Preservation Guidelines would be determined during preparation of the grading permit application for each construction phase. The project would comply with the City of Colfax Tree Preservation Guidelines. Therefore, the project would have a less-than-significant impact.

- f) **No Impact.** The City of Colfax does not have an adopted Habitat Conservation Plan. Therefore, the project would have no impact.

References

Foothill Associates. *Biological Resources Assessment, Maidu Village 8.32-Acre Site, Colfax, California*, January 10, 2014.

Foothill Associates. *Biological Constraints Update for Maidu Village ±8.32-Acre Project Site Colfax, California*, January 20, 2017.

Foothill Associates. *Results of a Pre-Construction Survey for Special-Status Reptiles and Amphibians*. August 13, 2018a.

Foothill Associates. *Arborist Survey for the Maidu Village Project, City of Colfax, California*, August 17, 2018b.

City of Colfax, Municipal Code, Chapter 17.110 – Tree Preservation Guidelines.

Cultural Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation		Less Than Significant Impact	No Impact
		Less Than Significant with Mitigation Incorporation	Less Than Significant Impact		
5. CULTURAL RESOURCES — Would the project:					
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Introduction

This section is based on a *Cultural and Paleontological Resources Inventory and Effects Assessment* (Cultural Assessment) for the project conducted by Natural Investigations Company (NIC, 2018).

Natural Investigations searched cultural literature, performed Sacred Lands File and paleontological records searches, conducted Native American outreach and performed an intensive-level pedestrian survey of the project site on May 7, 2018. The Cultural Assessment concluded the following:

- Project construction would have no effect on known historic properties. There are no known historic properties or historical resources present within the project site.
- Project construction has a low probability for uncovering or damaging fossils and does not have a high potential to cause a significant impact on any resource that currently qualifies as a significant paleontological resource. No additional paleontological resources work is recommended at this time. Construction monitoring of ground-disturbing activity for the presence of paleontological resources is not recommended.
- Project construction has a high potential for the discovery of buried cultural resources. This high potential is based on the 4-6 feet of Josephine and Sites series soils that overlay the Mariposa Formation (there is no potential for buried sites in the underlying Mariposa Formation) and the presence of riparian wetland area and perennial streams.
- Project construction should include archaeological monitoring of ground-disturbing activities, a cultural resources awareness-training program for construction workers and mitigation measures for unanticipated discoveries of cultural resources, human remains or paleontological resources. These recommendations have been included as mitigation measures in this Initial Study.

Natural Investigations contacted the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File for traditional cultural resources within or near the project site. The reply from the NAHC, dated April 27, 2018, stated that Native American sacred sites were identified in the project area and to directly contact the Colfax-Todds Valley Consolidated Tribe (CTVCT) for more information regarding potential sacred sites and tribal cultural resources (TCRs) within the project site. The NAHC also listed the Shingle Springs Band of Miwok Indians, Tsi-Akim Maidu, United Auburn Indian Community (UAIC) and Washoe Tribe of Nevada and California as tribes that may have information regarding sacred lands or other heritage sites on the project site.

Natural Investigations contacted each of the five tribes provided by the NAHC and if no response was received, follow-up telephone calls were made and voice mails were left for the tribal representatives. The Shingle Springs Band of Miwok Indians, Tsi-Akim Maidu and Washoe Tribe of Nevada and California were unable to be reached after multiple attempts to make contact. Natural Investigations reached both the CTVCT and UAIC and both tribes consider the project site to be culturally sensitive. Natural Investigations met with both tribes for a project site visit in May 2018 and both tribes' recommendations are incorporated into this Initial Study as mitigation measures.

A known area of the project site has the potential to hold surface and/or subsurface cultural resources. The location of this area is not disclosed in this Initial Study in order to protect the potential sensitivity of the area.² **Mitigation Measure CUL-7** is included in this Initial Study to reduce potentially significant impacts to cultural resources to a less-than-significant level.

Discussion

- a) **Less-than-Significant Impact.** No historical resources were identified during the intensive-level pedestrian survey on May 7, 2018 and the project would have no effect on known historic properties. There are no known historic properties or historical resources present within the project site. Thus, the project does not have the potential to cause a significant impact on any resource that currently qualifies as a historical resource, or that has been recommended eligible for listing in the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR). Therefore, the project would have a less-than-significant impact.
- b) **Less-than-Significant Impact with Mitigation.** Project construction has a high potential for the discovery of buried cultural resources. This high potential is based on the 4-6 feet of Josephine and Sites series soils that overlay the Mariposa Formation (there is no potential for buried sites in the underlying Mariposa Formation) and the presence of

² Archaeological and traditional property locations are considered confidential and should not be disclosed to the general public or unauthorized persons. This document contains sensitive information regarding the nature and location of archaeological sites. Public access to information regarding the location, character, or ownership of a cultural or heritage resource is restricted by law per Section 304 of the National Historic Preservation Act; Section 9(a) of the Archaeological Resources Protection Act; Executive Order 13007; and is exempt from the California Public Records Act under Government Code Section 6254.10.

riparian wetland area and perennial streams. This high potential for discovery of buried cultural resources is also based on outreach and communication with Native American Tribes, specifically the CTVCT and UAIC. The recommendations of the CTVCT and UAIC have been incorporated as mitigation measures below. Should any archeological or cultural resources be discovered during ground disturbing activities for the project the implementation of Mitigation Measure CUL-1 through CUL-6 would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-1: Prior to construction of the project, the City of Colfax, the Applicant and the culturally affiliated tribes (CTVCT and/or UAIC) shall agree upon a Tribal Monitoring Agreement. The Tribal Monitoring Agreement will provide a process for determining the project locations that will be subject to Tribal monitoring and the procedures/parameters for monitoring, including communication and coordination protocols, procedures for assessing potential or actual unanticipated discoveries in the field, and dispute resolution procedures.

Native American monitors from culturally affiliated Native American Tribes shall be invited to monitor the vegetation grubbing, stripping, grading or other ground-disturbing activities at the project site to determine the presence or absence of any cultural resources. Native American representatives from culturally affiliated Native American Tribes act as a representative of their Tribal government and shall be consulted before ground-disturbing activities begin. Native American representatives and Native American monitors have the authority to identify sites or objects of significance to Native Americans and to request that work be stopped, diverted or slowed if such sites or objects are identified within the direct impact area. Only a Native American representative can recommend appropriate treatment of such sites or objects.

Mitigation Measure CUL-2: If archaeological or cultural resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 100 feet of the find until a qualified archaeologist and Native American representatives/monitors can assess the significance of the find and make recommendations for further evaluation and treatment as necessary. Recommendations made by Native American Tribes shall be documented in the project record. For any recommendations made by interested Native American Tribes which are not implemented, a justification for why the recommendation was not followed will be provided in the project record. Construction activities could continue in other areas, but not resume in the vicinity of the find until the Applicant, the City of Colfax, or other relevant regulatory agency provides written permission. If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted and shall be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.

Mitigation Measure CUL-3: If tribal cultural resources (TCRs) are discovered, recommendations for avoidance and preservation of cultural resources shall be reviewed by the City of Colfax, interested Native American Tribes and the appropriate agencies, in light of factors such as costs, logistics, feasibility, design, technology and social, cultural and environmental considerations, and the extent to which avoidance is consistent with project objectives. Avoidance and design alternatives may include realignment within the project area to avoid cultural resources, modification of the design to eliminate or reduce impacts to cultural resources or modification or realignment to avoid highly significant features within a cultural resource. Native American representatives from interested Native American Tribes shall be allowed to review and comment on avoidance and preservation strategies and shall have the opportunity to meet with the City of Colfax and its representatives who have technical expertise to identify and recommend feasible avoidance and design alternatives, so that appropriate and feasible avoidance and design alternatives can be identified.

If a discovered TCR can be avoided, the construction contractor(s), with Native American monitors from culturally affiliated Native American Tribes present, shall install protective fencing outside the site boundary, including a buffer area, before construction restarts. The construction contractor(s) shall maintain the protective fencing throughout construction to avoid the site during all remaining phases of construction. The area shall be demarcated as an "Environmentally Sensitive Area." Native American representatives from interested Native American Tribes and the City of Colfax shall also consult to develop measures for long-term management of the resource and routine operation and maintenance within culturally sensitive areas that retain resource integrity, including tribal cultural integrity, and including archaeological material, Traditional Cultural Properties and cultural landscapes, in accordance with State and federal guidance.

Mitigation Measure CUL-4: A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Applicant shall notify the City of Colfax of the proposed earthwork start-date, in order to provide the City of Colfax with time to contact the UAIC. A UAIC tribal representative shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity. During this inspection, a site meeting of construction personnel shall also be held in order to afford the tribal representative the opportunity to provide TCR awareness information. If any TCRs, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during this initial inspection or during any subsequent construction activities measures outlined in **Mitigation Measure CUL-2 and CUL-3** shall be followed.

Mitigation Measure CUL-5: A consultant and construction worker tribal cultural resources awareness brochure and training program for all personnel involved in

project implementation shall be developed in coordination with interested Native American Tribes. The brochure shall be distributed and the training shall be conducted in coordination with qualified cultural resources specialists and Native American representatives and monitors from culturally affiliated Native American Tribes before construction activities begin on the project site. The program will include relevant information regarding sensitive TCRs, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program will also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and will outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program will also underscore the requirement for confidentiality and culturally-appropriate treatment of any find of significance to Native Americans and behaviors, consistent with Native American Tribal values.

Mitigation Measure CUL-6: Prior to construction of the project, the City of Colfax, the Applicant and the culturally affiliated tribes (CTVCT and/or UAIC) shall agree upon a Burial Treatment Agreement. The agreement shall apply and be enforceable if the Tribe is designated by the NAHC as the Most Likely Descendant (MLD) or co-MLD for Native American human remains discovered within the project site. The purpose of this Agreement is to establish appropriate procedures and guidelines to be implemented upon discovery, removal, temporary storage, transportation, or reburial of Native American Burials encountered by project construction activities within the project site.

Mitigation Measure CUL-7: Prior to ground disturbance, presence/absence testing shall be conducted for the known area that has the potential to hold surface and subsurface cultural resources. If testing proves to be significant, the procedures in Mitigation Measure CUL-2 and CUL-3 shall apply.

c) **Less-than-Significant Impact with Mitigation.** Project construction has a low probability for uncovering or damaging fossils and does not have a high potential to cause a significant impact on any resource that currently qualifies as a significant paleontological resource. No additional paleontological resources work is recommended at this time. Construction monitoring of ground-disturbing activity for the presence of paleontological resources is not recommended. Should any paleontological resources be discovered during ground disturbing activities for the project the implementation of Mitigation Measure CUL-8 would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-8: If paleontological resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 50 feet of the find and a qualified paleontologist shall be notified immediately to evaluate the find. Construction activities shall continue in other areas. If the discovery proves to be significant under Society of Vertebrate Paleontology criteria,

additional work, such as fossil recovery excavation, may be warranted and shall be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.

d) **Less-than-Significant Impact with Mitigation.** Although unlikely, grading and excavation could potentially uncover human remains. Should human remains be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-9** would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-9: If human remains are discovered during ground disturbing activities for the project, work shall be halted and the County Coroner shall be notified of the find immediately. No further work shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. If the human remains are determined to be of Native American origin, the County Coroner shall notify the NAHC, which will determine and notify the MLD. The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

References

Natural Investigations Company. 2018. *Cultural and Paleontological Resources Inventory and Effects Assessment for the Maidu Village Project, City of Colfax, Placer County, California*. June 4, 2018.

Geology, Soils, and Seismicity

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation			Less Than Significant Impact	No Impact
		Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact		
6. GEOLOGY, SOILS, AND SEISMICITY — Would the project:						
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:						
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		

Discussion

ai) **Less-than-Significant Impact.** The Alquist-Priolo Earthquake Fault Zoning Act requires the delineation of zones by the California Department of Conservation, Geological Survey along sufficiently active and well-defined faults.³ The purpose of the Act is to restrict construction of structures intended for human occupancy along traces of known active faults. Alquist-Priolo Zones are designated areas most likely to experience surface fault rupture, although fault rupture is not necessarily restricted to those specifically zoned areas.

³ An active fault is defined by the State of California as a fault that has had surface displacement within Holocene time (approximately the last 11,000 years). A potentially active fault is defined as a fault that has shown evidence of surface displacement during the Quaternary (last 1.6 million years), unless direct geologic evidence demonstrates inactivity for all of the Holocene or longer. This definition does not, of course, mean that faults lacking evidence of surface displacement are necessarily inactive. Sufficiently active is also used to describe a fault if there is some evidence that Holocene displacement occurred on one or more of its segments or branches (Hart, 1997).

The City of Colfax has not been identified as a city that would be affected by the Alquist-Priolo Act. Rupture of the surface has not resulted from faulting associated with earthquakes in Colfax or Placer County. The most recent listing of Earthquake Fault Zones under the Alquist-Priolo Earthquake Fault Zoning Act does not include either the City of Colfax or Placer County (DOC 2018), and ground rupture is unlikely at the project site. The project site is not located in an Alquist-Priolo Earthquake Fault Zone and is not located on or immediately adjacent to an active fault. Therefore, the project would have a less-than-significant impact.

aii, aiii) **Less-than-Significant Impact.** Several factors influence the amount of ground shaking at any locality. The principal ones are the distance from the epicenter of the fault movement and the local bedrock-soil conditions. Bedrock areas will have a different shaking impact compared with areas underlain with softer, less consolidated materials. Soils most susceptible to liquefaction are clean, loose, saturated, uniformly graded, and fine-grained sands. The project would be designed using sound engineering judgment and would meet the latest California Building Code (CBC) requirements, which contain seismic design provisions. The project site is not known to be in the proximity of any active faults. Therefore, the project would have a less-than-significant impact.

aiv) **Less-than-Significant Impact.** Slope failure due to mass movement processes under the influence of gravity can occur without an earthquake. Some of the most common conditions leading to slope failure include the types of materials (unconsolidated, soft sediments or surficial deposits will move downslope more easily than consolidated, hard bedrock), structural properties of materials, steepness of slopes, water, vegetation type, and earthquake-generated ground shaking. The City's Hillside Development guidelines are in place to mitigate for landslides and mudflows due to development. Therefore, the project would have a less-than-significant impact.

b) **Less-than-Significant Impact with Mitigation.** The project site would be disturbed by site preparation and grading activities. In order to preserve much of the north-south running riparian wetland and perennial streams through the project site, a minimized grading approach would be taken for access roads and building siting. Proposed locations of buildings, roadways and other site improvements were been designed in response to minimize site disturbance through the central wetland area.

Grading, when necessary, would be managed to create minimal slope grading impacts through the use of natural material rockery walls where slopes would otherwise be excessive. Grading would be limited to the extent necessary to accommodate the development of the project. Cut and fill slopes would be held to a minimum utilizing the existing contours whenever possible and rockery walls and retaining walls to minimize impacts to adjacent vegetation and biological resources. Slope gradients for cut and fill slopes would be based upon site-specific soil conditions and would be 2:1 or flatter.

Grading for the project is largely controlled by the roadway connections to South Auburn Street and McDonald's access easement and is designed to maintain ADA accessibility

throughout the project site connectivity and its connection to the public right of way. Efforts have been made to balance the earthwork onsite as much as practicable and the preliminary earthwork analysis indicates approximately 28,000 CY of excavation and 25,100 CY of embankment fill, generating a surplus of 2,900 CY. Efforts would be made during final Improvement Plan design to balance the site even further to help reduce export from the site.

The project would require a grading permit and the project would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. An Erosion Control Plan would also be prepared. Construction of the project could create potentially significant impacts to slope stability if designed without sound engineering. The implementation of **Mitigation Measure GEO-1** would reduce impacts to a less-than-significant level.

Mitigation Measure GEO-1: Prior to issuance of the grading permit, the Applicant shall provide a geotechnical report from a licensed geotechnical engineer to the City of Colfax for approval. The geotechnical report shall be consistent with the content requirements for geotechnical reports as stated in Chapter 15.30.048 – Content of soil/geologic investigation report.

- c) **Less-than-Significant Impact with Mitigation.** The City of Colfax's Hillside Development guidelines are in place to mitigate for landslides and mudflows due to development. The project would be designed using sound engineering judgment and would meet the latest CBC requirements. The project would require a grading permit and the project would be subject to design standards related to excavation, fill placement and fill compaction in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. An Erosion Control Plan would also be prepared. Implementation of **Mitigation Measure GEO-1** would reduce any potentially significant impacts to a less-than-significant level.
- d) **Less-than-Significant Impact with Mitigation.** The Natural Resources Conservation Service in their Soil Survey of Placer County identified three soil types at the project site: Josephine loam (2 to 9 percent slopes), Mariposa-Josephine complex (5 to 30 percent slopes), and Sites Loam (2 to 9 percent slopes). The project site is not expected to contain expansive soils that would create substantial risks to life or property, but the City engineer would make this determination during the grading permit application process after review of the Geotechnical Report required by **Mitigation Measure GEO-1**. The project would be designed using sound engineering judgment and would meet the latest CBC requirements for expansive soils, if present. Implementation of **Mitigation Measure GEO-1** would reduce any potentially significant impacts to a less-than-significant level.
- e) **No Impact.** The project does not require the use of septic tanks or any other alternative wastewater disposal system. Therefore, the project would have no impact.

References

City of Colfax, *2020 General Plan, Appendix A Hillside Development Guidelines*, September 1998.

City of Colfax, *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control*.

Department of Conservation. *The Alquist-Priolo Earthquake Fault Zoning Act*. <http://www.conservation.ca.gov/cgs/rghm/ap>. Accessed February 16, 2018.

Natural Resources Conservation Service, *Soil Survey Placer County, California, Western Part*, 1980.

Greenhouse Gas Emissions

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
7. GREENHOUSE GAS EMISSIONS — Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

This greenhouse gas (GHG) emissions analysis is consistent with the methodology for project review and analysis as described in the PCAPCD's *CEQA Air Quality Handbook* (PCAPCD, 2017). Additional information related to GHG emissions such as existing setting and regulations, as well as detailed construction and operational emissions inventories for the project is in Appendix A.

Discussion

a) **Less-than-Significant Impact with Mitigation.** CalEEMod was emissions model used to quantify temporary GHG emissions associated with project construction activities, as well as long-term operational GHG emissions produced by motor vehicles, natural gas combustion for space and water heating, electricity use, area sources and solid waste disposal/landfilling. CalEEMod incorporates GHG emission factors for the electric utility serving the project area (PG&E) and mitigation measures based on the California Air Pollution Control Officer's Association (CAPCOA) *Quantifying Greenhouse Gas Mitigation Measures* and the *California Climate Action Registry General Reporting Protocol*.

CalEEMod is sensitive to the year selected, since vehicle emissions have and continue to be reduced due to fuel efficiency standards and low carbon fuels. Emissions rates

associated with electricity consumption were adjusted to account for PG&E's projected 2020 carbon dioxide-equivalent⁴ (CO₂e) intensity rate. This 2020 CO₂e intensity rate is based, in part, on the requirement of a renewable energy portfolio standard of 33 percent by the year 2020. The 2020 CO₂e intensity rate of 290 pounds of CO₂e per megawatt of electricity produced was used. The operational year of 2020 was analyzed for the proposed gas station use (Phase 1a) since it is the first full year that the gas station could conceivably be operational. The sit-down restaurant and fast-food restaurant/coffee kiosk use (Phase 1b) was assumed to be fully operational by 2022. The commercial retail use (Phase 2) was assumed to be operational by 2025 and the motel use (Phase 3) was assumed to be operational by 2026.

The project's estimated construction GHG emissions are presented in Table 3. All construction phases are less than the PCAPCD Bright-line significance threshold of 10,000 metric tons of CO₂e per year. Construction GHG emissions are a one-time release and are not expected to generate a significant contribution to global climate change in the long-term. Therefore, the construction emissions from the project would have a less-than-significant impact.

Table 3: Estimated Annual Construction GHG Emissions

Source	Annual CO ₂ e Metric Tons
2019 Construction Emissions (Phase 1a)	95
2021 Construction Emissions (Phase 1b)	248
2024 Construction Emissions (Phase 2)	63
2025 Construction Emissions (Phase 3)	321
PCAPCD Annual Bright-line Threshold	10,000
Potentially Significant (Yes or No)?	No

Source: CalEEMod Version 2016.3.2.

The estimated project's Phase 1 and Phase 2 operational emissions are presented in Table 4. As shown in Table 4, the project's estimated total operational GHG emissions of Phase 1 and 2 are approximately 1,028 metric tons of CO₂e, which is below the PCAPCD De Minimis significance threshold of 1,100 metric tons of CO₂e per year. The PCAPCD considers projects with operational emissions less than 1,100 metric tons of CO₂e per year to be less than cumulatively considerable and excludes them from further GHG impact analysis. Thus, the Phase 1 and 2 operational emissions from the project would have a less-than-significant impact.

⁴ Because of the differential heat absorption potential of various GHGs, GHG emissions are frequently measured in "carbon dioxide-equivalents," which present a weighted average based on each gas's heat absorption (or "global warming") potential.

Table 4: Estimated Annual Phase 1 and 2 Operational GHG Emissions

Source	Annual CO ₂ e Metric Tons
Phase 1 Operations	
Phase 1a Operations (2020)	403
Phase 1a Operations (2022)	391
Phase 1b Operations (2022)	603
Phase 1 (1a + 1b) Total Operations (2022)	994
PCAPCD De Minimis Level	1,100
Potentially Significant (Yes or No)?	No
Phase 1 + 2 Operations	
Phase 1a Operations (2025)	364
Phase 1b Operations (2025)	565
Phase 2 Operations (2025)	99
Phase 1 (1a +1b) + Phase 2 Total Operations (2025)	1,028
PCAPCD De Minimis Level	1,100
Potentially Significant (Yes or No)?	No

Source: CalEEMod Version 2016.3.2.

The project's estimated operational GHG emissions at full buildout (Phase 1 +2 +3) are presented in Table 5. As shown in Table 5, the project's total estimated operational GHG emissions are approximately 1,392 metric tons of CO₂e, which is above the PCAPCD De Minimis significance threshold of 1,100 metric tons of CO₂e per year.

Table 5: Estimated Annual Full Buildout Operational GHG Emissions

Source	Annual CO ₂ e Metric Tons
Phase 1 (1a +1b) + Phase 2 Total Operations (2025)	1,028
Phase 3 Operations (2026)	364
Total Project (Phase 1+2+3) Operations (2026)	1,392
PCAPCD De Minimis Level	1,100
Potentially Significant (Yes or No)?	Yes

Source: CalEEMod Version 2016.3.2.

Note: Total Project (Phase 1+2+3) Operations (2026) would likely be lower than 1,392 metric tons of CO₂e (but still above 1,100 metric tons) because Phase 1+2 operations would be slightly lower in 2026 compared to 2025 (mainly due to fuel efficiencies for motor vehicles and renewable energy for electricity consumption).

The PCAPCD considers projects with operational emissions greater than 1,100 metric tons of CO₂e per year but less than 10,000 metric tons of CO₂e per year to be less than significant if they meet the PCAPCD's efficiency matrix for non-residential land uses. Since project-specific details are unknown for Phase 3 (the motel use) that could potentially reduce GHG emissions (e.g., energy efficiency measures, solar panels, etc.), comparing the total project emissions to the PCAPCD's efficiency matrix would be speculative. Therefore, GHG emissions associated with project operations at full buildout would be potentially significant. The implementation of Mitigation Measure GHG-1 would reduce this impact to a less-than-significant level.

Mitigation Measure GHG-1: Prior to building occupancy of Phase 3 (motel use), the Applicant shall prepare a GHG Emissions Re-Evaluation for the project at full buildout analyzing the first full year that the entire project could conceivably be occupied. The Applicant shall reduce the project's annual operational GHG emissions to the PCAPCD's De Minimis Level (1,100 metric tons of CO₂e per year) or to the level that meets the PCAPCD's Efficiency Matrix. If on-site measures cannot achieve the necessary reduction, the Applicant shall purchase carbon credits/offsets for the project's annual GHG emissions above the PCAPCD's De Minimis Level or above the level that meets the PCAPCDs Efficiency Matrix until the year in which the project's annual GHG emissions will be equal to either level, or for a maximum of 20 years.

b) **Less-than-Significant Impact.** The City of Colfax has not developed a Climate Action Plan regarding the reduction of GHG emissions. The applicable plan, policy or regulation adopted for the purpose of reducing the GHG emissions is Assembly Bill (AB) 32 and other State regulations with post-2020 goals such as Executive Order S-3-05 and B-30-15 (GHG regulatory setting information is in Appendix A). The project would result in a significant impact if it would conflict with AB 32 or post-2020 goals in other State regulations. The assumption is that AB 32 and associated regulations and Executive Orders will be successful in reducing GHG emissions and reducing the cumulative GHG emissions statewide to meet 2020 goals and post-2020 goals. The State has taken these measures, because no project individually could have a major impact (either positively or negatively) on the global concentration of GHGs. The project has been reviewed relative to the goals of AB 32 and associated regulations and Executive Orders and it has been determined that the project would not conflict with the State GHG reduction goals. The project would be required to comply with applicable AB 32 associated regulations. Therefore, the project would have a less-than-significant impact.

References

California Air Pollution Control Officers Association, *CalEEMod User's Guide Version 2016.3.2*, November 2017. http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4

PG&E. *Greenhouse Gas Emission Factors: Guidance for PG&E Customers*, November 2015. http://www.pge.com/includes/docs/pdfs/shared/environment/calculator/pge_ghg_emission_factor_info_sheet.pdf

Placer County Air Pollution Control District (PCAPCD), *CEQA Air Quality Handbook*, November 2017. <http://www.placerair.org/landuseandceqa/ceqaairqualityhandbook>

Hazards and Hazardous Materials

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
8. HAZARDS AND HAZARDOUS MATERIALS — Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

The California Department of Toxic Substances Control (DTSC) defines a hazardous material as: "a substance or combination of substances that, because of its quantity, concentration or physical, chemical, or infectious characteristics, may either: 1) cause, or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating illness; or 2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed." Hazardous materials are generally classified based on the presence of one or more of the following four properties: toxicity, ignitability, corrosivity and reactivity.

Regulations governing the use, management, handling, transportation and disposal of hazardous materials and waste are administered by federal, state and local governmental agencies. Federal regulations governing hazardous materials and waste include the Resource Conservation, and

Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA); and the Superfund Amendments and Re-authorization Act of 1986 (SARA).

The California DTSC maintains a hazardous waste and substances site list, also known as the “Cortese List.” According to the DTSC Cortese List, there are no known Cortese sites within the City of Colfax.

California EPA oversees the statewide implementation of the Unified Program and its 81 certified local government agencies, known as Certified Unified Program Agencies (CUPAs), which apply regulatory standards established by five different state agencies. The Unified program is intended to consolidate and ensure consistency in the administration of requirements, permits and inspections for six programs, including the Underground Storage Tank (UST) program. The Placer County Environmental Health Department is the CUPA for the City of Colfax.

The only component of the project that would involve hazardous materials is the proposed gas station use. The proposed gas station would contain a mini-mart, car wash, a propane storage tank, 16 fuel-pumping stations and 2 underground fuel storage tanks consisting of a 20,000-gallon tank for regular unleaded fuel and a 22,000-gallon split tank for premium and diesel fuel (10,000 gallons of premium and 12,000 gallons of diesel). All new underground storage tanks are required to be double-walled, with an interstitial monitoring device to detect leaks. The laws and regulations for the UST program are contained in Chapter 6.7, Division 20 of the Health and Safety Code and Subchapter 16 of Title 23 of the California Code of Regulations, California Underground Storage Tank Regulations, and are implemented by the RWQCB.

Facilities that use or store potentially hazardous materials in quantities that are above reporting thresholds (500 lbs. or more of solids, 55 gallons or more of liquids, 200 cubic feet or more of compressed gases, etc.) must prepare a Hazardous Materials Business Plan (HMBP). The proposed gas station would be subject to the preparation of a HMBP in order to satisfy federal and state right-to-know laws and provide detailed information for use by emergency responders.

Discussion

a, b) **Less-than-Significant Impact.** During construction of the project, the use of hazardous substances would be limited in nature and subject to standard handling and storage requirements. During operations, the proposed gas station would routinely handle, store and dispense potentially hazardous materials.

Gasoline storage and dispensing facilities contain potentially hazardous materials, specifically liquid fuels. Additionally, other potentially hazardous materials including lubricants, oils, and petroleum-based products would likely be available at the mini-mart. A number of federal and State agencies regulate the operation of gasoline storage and dispensing facilities.

The proposed gas station would include two USTs for fuel storage onsite. The proposed gas station would also include an aboveground propane storage tank for customers. The transfer and storage of gasoline and propane would result in the emission of volatile organic compounds (VOCs), also referred to as reactive organic gases (ROGs). Such compounds are emitted through the loading, breathing and dispensing of fuels. Emissions of VOCs/ROGs are discussed in the air quality section of this Initial Study and would be below PCAPCD significance thresholds.

The State of California requires that fueling stations incorporate proper control equipment necessary to minimize vapor emitted from the facility such as enhanced vapor recovery systems. Additionally, the proposed gas station would be constructed in accordance with California's Fire, Building and Health Codes that require measures such as automatic shut offs, signage and onsite spill containment for USTs.

The operator of the proposed gas station would be required to obtain an UST permit from the Placer County Environmental Health Department (listings site-specific construction and inspection requirements) and submit a HMBP in accordance with CUPA standards. The proposed gas station would also be subject to PCAPCD Rule 213 – Gasoline Transfer into Stationary Storage Containers and CARB's Benzene Airborne Toxic Control Measure (ATCM) for Retail Service Stations (Section 93101). The project would comply with all federal, State and local regulations/permitting requirements related to USTs and fuel storage/dispensing. Therefore, the project would have a less-than-significant impact.

- c) **No Impact.** The CORE Placer Charter School is approximately one-quarter mile southwest of the project site. Colfax Elementary School is approximately 4,000 feet northwest of the project site and Colfax High School is approximately 5,000 feet northwest of the project site. No schools are within one-quarter mile of the project site. Therefore, the project would have no impact.
- d) **No Impact.** The DTSC and State Water Resources Control Board compile and update lists of hazardous material sites pursuant to Government Code Section 65962.5. The project site is not included on the databases maintained by the DTSC (Envirostor) and the State Water Resources Control Board (Geotracker) (DTSC, 2018 and SWRCB, 2018). Therefore, the project would have no impact.
- e) **No Impact.** The project site is not located within an airport land use plan and is not within two miles of a public airport. The nearest airport, Auburn Municipal Airport, is approximately 12 miles southwest of the project site. Therefore, the project would have no impact.
- f) **No Impact.** There are no known private airstrips within two miles of the project site. The nearest private airport is the Alta Sierra Airport approximately six miles to the west of the project site. Therefore, the project would have no impact.

- g) **No Impact.** The project would not interfere with emergency response plans or evacuation plans. The project would not impede or require diversion of rescue vehicles or evacuation traffic in the event of a life-threatening emergency. Therefore, the project would have no impact.
- h) **No Impact.** Development of the project would require vegetation removal, which could reduce the risk of wildland fires. Therefore, the project would have no impact.

References

Department of Toxic Substances Control (DTSC), *DTSC's Envirostor Database*,
<https://www.envirostor.dtsc.ca.gov/public/>, accessed June 21, 2018.

State Water Resources Control Board (SWRCB), *Geotracker*,
<https://geotracker.waterboards.ca.gov/>, accessed June 21, 2018.

Hydrology and Water Quality

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
9. HYDROLOGY AND WATER QUALITY — Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

The Clean Water Act (CWA) has nationally regulated the discharge of pollutants to waters of the U.S. from any point source since 1972. In 1987, amendments to the CWA added section 402(p), which established a framework for regulating non-point source stormwater discharges under the NPDES. Projects that disturb one or more acres are required to obtain coverage under the General Permit for Discharges of Stormwater Associated with Construction Activity, Construction General Permit (CGP) Order 2009-0009-DWQ.

General Permit applicants are required to submit (to the appropriate regional board) Permit Registration Documents, which include a Notice of Intent, an annual fee, and a Stormwater Pollution Prevention Plan (SWPPP). Additional requirements include compliance with post construction standards focusing on Low Impact Development (LID), preparation of Rain Event Action Plans, and specific certification requirements for specific project personnel. A SWPPP must include implementing BMPs to reduce construction effects on receiving water quality by implementing erosion control measures and reducing or eliminating non-stormwater discharges.

Discussion

a, f) **Less-than-Significant Impact.** Contaminated runoff from the project site could potentially cause negative water quality impacts. Potential water quality impacts may occur during project construction and during operation of the project facilities. During construction, the increased area of disturbed soils would result in increased erosion and potentially introduce sediment into stormwater during rain events. After construction is completed, the increased runoff from areas of new impervious surfaces could increase the potential for erosion and the amount of sediment in stormwater runoff.

Coverage under the General Construction Stormwater Permit would be obtained prior to construction activities. As part of the requirements of the General Permit, a SWPPP would be prepared for the project. The SWPPP would be designed to reduce or eliminate pollutant discharges to waters. The SWPPP practices would apply to both the original construction and the site improvements. It would specify the implementation of site-specific BMPs. Monitoring of the BMPs would be performed pursuant to the requirements of the General Permit. Implementation of BMPs would help the project comply with stormwater discharge water quality criteria by capturing pollutants before they enter the waterways.

Monitoring of BMPs would be performed during construction under the General Construction Stormwater Permit. Monitoring consists of performing routine and storm-based site inspections and making specific recommendations to the project manager, such as implementing additional BMPs and performing maintenance on existing BMP structures in place.

A grading permit would be required prior to project construction and the project would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. An Erosion Control Plan would also be prepared and included in the project's infrastructure Improvement Plans as well as in the SWPPP, showing spill prevention and countermeasures to ensure proper disposal of surplus construction materials, earth, asphalt, and waste as well as sediment guards around inlets. The Erosion Control Plan and SWPPP will reference specific requirements for handling waste and for housekeeping on the site from the California Stormwater Quality Association (CASQA) Handbook. The Erosion Control Plan would also show protected locations for material storage, equipment storage and maintenance

operations. The Erosion Control Plan along with additional monitoring and reporting requirements would be contained in the project's SWPPP.

Coverage under the General Construction Stormwater Permit, preparation of a SWPPP and the Erosion Control Plan would ensure no water quality or waste discharge requirements are violated and reduce the potential for substantially degrading water quality. Therefore, the project would have a less-than-significant impact.

- b) **Less-than-Significant Impact.** The City of Colfax is not heavily reliant on groundwater. The PCWA would supply water for the project. Water from the Yuba-Bear and American River watersheds and snow pack runoff supplement the PCWA. The project would be required to comply with standard water conservation measures for appliances and irrigation. The additional water demand would not cause groundwater levels in the City's aquifers to decline. The project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge. Therefore, the project would have a less-than-significant impact.
- c, d, e) **Less-than-Significant Impact with Mitigation.** The project would include various drainage improvements at the project site. Stormwater quality BMPs and detention basins would be located adjacent to and/or under parking areas. The BMPs and detention basins would be provided to minimize stormwater pollutants from entering the natural drainage course per the requirements of the City of Colfax and Central Valley RWQCB.

Reasonable efforts would be made to keep the storm drainage in its historical patterns as much as possible and BMP detention facilities would be sized so that post development peak stormwater runoff rates are equal to or less than, pre-development runoff rates that leave the project site. All required storm drain facility improvements would be designed and constructed in accordance with requirements and standards of the City and other applicable regulatory agencies. This project site is not within a Phase II MS4 permit area in Placer County, but it would incorporate LID drainage features by including water quality BMP detention basins and other standard methods of water quality protection measures. Placer Regional Stormwater Coordination Group BMP Sizing Recommendation (published May 25, 2005) would be used to size water quality BMPs. The project would also meet the post construction water balance calculation requirements as part of the NPDES permit.

Any potentially significant impacts associated with drainage and runoff would be reduced to a less-than-significant level with the implementation of **Mitigation Measure HYD-1**.

Mitigation Measure HYD-1: Prior to grading and construction, the Applicant shall submit a Drainage Report with Drainage Plans prepared by a licensed civil engineer to the City for approval by the City Engineer. The Drainage Report shall meet the requirements for submittals contained in the Placer County Flood Control and Water Conservation District's Stormwater Management Manual.

g, h) **No Impact.** According to the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program, the project is not located within a 100-year flood hazard area. Therefore, the project would have no impact.

i) **No Impact.** The City of Colfax is not located near a dam or levee, therefore the project would have no impact.

j) **Less-than-Significant Impact.** The City of Colfax is not in close proximity to the ocean or a landlocked sea; therefore, the City is not at risk of inundation from a seiche or tsunami. The project site is relatively flat, and there would not be a substantial risk of landslides or mudflows. Therefore, the project would have a less-than-significant impact.

References

City of Colfax, *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control*.

FEMA, *Flood Insurance Rate Map, Placer County, California and Incorporated Area (Map Number 06061C0125 F)*, June 8, 1998.

United States EPA, *National Pollutant Discharge Elimination System General Permit for Discharges from Construction Activities*, February 6, 2012.

Land Use and Land Use Planning

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
10. LAND USE AND LAND USE PLANNING — Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a) **No Impact.** The project would not physically divide an established community. Therefore, the project would have no impact.

b) **Less-than-Significant Impact.** The project site is zoned Commercial Highway (C-H) and has a Commercial and Industrial land-use designation. The project would not conflict with current zoning and land use. The project site was intended for

commercial/industrial development. Therefore, the project would have a less-than-significant impact.

c) **No Impact.** The City of Colfax does not currently participate in a habitat conservation plan or natural community conservation plan. Therefore, the project would have no impact.

References

City of Colfax, *General Plan 2020*, September 22, 1998.

County of Placer. *Zoning*. <http://gis-placercounty.opendata.arcgis.com/datasets/zoning>

Mineral Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
11. MINERAL RESOURCES — Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a, b) **No Impact.** The California Department of Conservation Mines Online tool does not identify any documented mines on the project site. The project site does not contain a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. Therefore, the project would have no impact.

References

Department of Conservation, Division of Mine Reclamation, *Mines Online*.
<http://maps.consrv.ca.gov/mol/index.html>. Accessed June 18, 2018.

United States Geological Survey (USGS). *Mineral Resources Online Spatial Data*.
<https://mrdata.usgs.gov/>. Accessed June 18, 2018.

Noise

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
12. NOISE — Would the project:				
a) Result in exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in exposure of persons to or generation of, excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This noise analysis includes a Noise Appendix (Appendix B). The Noise Appendix includes background noise information, 24-hour noise plots, and a map of the noise measurement locations.

Noise Standards

State Guidelines

The State Land Use Compatibility standards for Community Noise (Table 5 of the Noise Appendix) indicate that for commercial land uses, a Community Noise Exposure up to 70 dBA (Ldn or CNEL) is normally acceptable, and a Community Noise Exposure up to 77.5 dB is conditionally acceptable. For motels, up to 65 dB is normally acceptable, and up to 70 dB is conditionally acceptable.

City of Colfax 2020 General Plan

The City of Colfax has adopted the State Land Use Compatibility standards for Community Noise for new development.

City of Colfax Noise Ordinance

Chapter 8.28 of the City of Colfax Municipal Code (noise ordinance) is applicable to the project:

8.28.010 Noise Standards.

It is unlawful for any person to make or continue or cause to be made or continued, any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others within the city when not in the normal or usual conduct of commercial or industrial business.

Construction or Repair of Buildings

- a. The performance of any construction, alteration or repair activities which require the issuance of any building, grading, or other permit may occur only during the following hours:
 - i. Monday through Friday: six a.m. to six p.m.;
 - ii. Saturdays: eight a.m. to five p.m.;
 - iii. Sundays and observed holidays: eight a.m. to five p.m.
- b. Any noise from the above activities, including from any equipment used therewith, shall not produce noise levels in excess of the following:
 - i. Saturdays: eighty (80) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.
 - ii. Sundays and observed holidays: seventy (70) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.
- c. The building official may grant a permit for building activities during other periods for emergency work or extreme hardship. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger. Any permit so granted shall be of specified limited duration and may be subject to any conditions necessary to limit or minimize the effect of any noise permitted thereby.

Discussion

a) **Less-than-Significant Impact**

Existing Noise

To quantify existing ambient noise levels in the immediate project vicinity, RCH conducted two long-term (72-hour) measurements at the project site (Sites 1-2), and short-term (5-minute) measurements at four locations (Sites 2-5).

These noise measurements were made using Metrosonics db308 sound level meters, calibrated before and after the measurements, and are summarized in Table 6 below. Based

upon review of the project site, there are no major stationary noise sources in the area. The dominant source of noise is from traffic on I-80 and the bordering roadways.

Table 6: Existing Noise Measurements

Location	Time Period	Noise Levels (dB)	Noise Sources
Site 1. Center of the project site. 285 feet west of the South Auburn Street centerline. 200 feet north of the McDonald's parking lot.	Thursday June 14, 12:00 a.m. through Saturday June 16, 11:59 p.m., 2018 72-hour measurement	Hourly Leq's ranged from: 47-56 CNELs: 58, 58, 57	Unattended noise measurements do not specifically identify noise sources.
Site 2. Proposed location of motel. West side of the project site. Northeast of the access road to the project site. 200 feet northeast from the Railroad Street centerline. 275 feet north of the residence.	Wednesday June 13, 2018 2:53-2:58 p.m.	5-minute Leq: 50	Traffic noise from I-80 was 50-52 dB. A semi truck on South Auburn Street was 53 dB.
Site 2. Proposed location of motel. West side of the project site. Northeast of the access road to the project site. 200 feet northeast from the Railroad Street centerline. 275 feet north of the residence.	Thursday June 14, 12:00 a.m. through Saturday June 16, 11:59 p.m., 2018 72-hour measurement	Hourly Leq's ranged from: 50-57 CNELs: 60, 60, 59	Unattended noise measurements do not specifically identify noise sources.
Site 3. Southeast corner of the intersection of Railroad Street and the access road to the project site. 100 feet northeast of the railroad tracks.	Wednesday June 13, 2018 3:02-3:07 p.m.	5-minute Leq: 48	Traffic noise from I-80 was 45-48 dB. Construction equipment at Hansen Brothers was 48 dB. Dirt bikes west of the railroad tracks were 49 dB.
Site 4. 75 feet north of the McDonald's parking lot. 170 feet west of the South Auburn Street centerline.	Wednesday June 13, 2018 3:20-3:25 p.m.	5-minute Leq: 58	Traffic noise from I-80 was up to 58 dB. The recycling center at Sierra Market was 56 dB. Traffic on S Auburn St included a car with muffler (68 dB) and truck (69 dB).
Site 5. Near proposed location of roundabout. 80 feet west of the South Auburn Street centerline.	Wednesday June 13, 2018 3:27-3:32 p.m.	5-minute Leq: 63	Traffic noise from I-80 was 58-62 dB. A tree removal truck was 76 dB. Noise levels when there were no cars on S Auburn St were 56 dB.

Source: RCH Group, 2018

Note: See Noise Appendix for a map of noise measurement locations.

Potential Traffic Noise Impacts on Hotel Guests**Exterior Noise Levels**

As shown in **Table 6**, the 24-hour noise levels measured near the proposed motel building were 59-60 dB CNEL. Therefore, exterior noise levels would not be expected to exceed 60 dB CNEL, and the project would comply with the State Land Use Compatibility standards for Community Noise for new development (in the City of Colfax 2020 General Plan Noise Element). Therefore, the project would have a less-than-significant impact.

Interior Noise Levels

Commercial and residential building façades constructed with a wood frame and a stucco or wood sheathing exterior typically provide a minimum exterior-to-interior noise reduction of 25 dB with windows closed and a reduction of 15-20 dB with windows partially open (CalTrans, 2002). Therefore, an exterior-to-interior noise reduction of 25 dB is assumed for the proposed building façades. As shown in **Table 6**, the 24-hour noise levels at the project site ranged from 57-60 dB CNEL. Therefore, interior noise levels at the project site would range from approximately 32-35 dB CNEL. Therefore, the project would have a less-than-significant impact.

Construction Noise

Construction activities would include removal of vegetation, grading, building construction, etc. These activities would require the use of numerous pieces of noise-generating equipment.

Noise from project construction could have an impact on nearby residences. The nearest sensitive receptor to the project site is a single-family residence approximately 25 feet south of the proposed motel construction area.

Construction worker traffic and construction-related material haul trips would generate noise and incrementally raise ambient noise levels along local haul routes, depending on the number of haul trips made and types of vehicles used. Construction activities and associated traffic would occur primarily during the daytime. Construction activities associated with the project would comply with the City of Colfax Municipal Code, including day of week and hour time limits on construction. Construction activities would be short-term and would occur during daytime hours specified in the Municipal Code (Monday through Friday: six a.m. to six p.m.; Saturdays: eight a.m. to five p.m.; Sundays and observed holidays: eight a.m. to five p.m.). The project would also comply with the Saturday [eighty (80) dBA] and Sunday [seventy (70) dBA] property line maximum construction equipment noise limits in the Municipal Code. Therefore, the project would have a less-than-significant impact.

b) **Less-than-Significant Impact.** Construction would occur no closer than 25 feet from the nearest structure. It is assumed that pile drivers would not be needed for this project. As shown in Table 4 of the Noise Appendix (Appendix B), the predicted vibration levels from construction equipment other than pile drivers at a distance of 25 feet would not exceed the 0.5 in/sec PPV threshold for commercial and residential structures. Therefore, the project would have a less-than-significant impact.

c) **Less-than-Significant Impact.** After construction, impacts from the project would include any operational noise that could affect surrounding land uses. Operational noise from the project would include traffic to and from the site, and parking lot noise. Parking lot noise would be consistent with the commercial uses in the project vicinity. The increase in traffic from the project would result in up to 2,825 new daily vehicle trips, including 213 a.m. peak hour trips and 228 p.m. peak hour trips (KDA, 2018). The project traffic would have to double a.m. or p.m. peak hour trips on South Auburn Street to result in a potentially significant noise impact (a 3 dB increase). The project would not double traffic on South Auburn Street during the a.m. or p.m. peak hour. Therefore, traffic noise impacts would be less than significant.

Noise levels from project operations would be compatible with the surrounding land uses and City of Colfax noise standards. Therefore, the project would have a less-than-significant impact.

d) **Less-than-Significant Impact.** Construction activities associated with the project would result in a temporary increase of ambient noise levels in the project vicinity. These activities would be temporary, move throughout the project site, and comply with the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.

e, f) **No Impact.** The project site is not located within an airport land use plan or within two miles of a public or public use airport. There are no private airstrips located near the project site. The project would not expose people working or visiting in the project area to excessive airport noise levels. Therefore, the project would have no impact.

References

Caltrans, *Transportation Related Earthborne Vibrations*, prepared by the Division of Environmental Analysis, Office of Noise, Air Quality, and Hazardous Waste Management, 2002.

City of Colfax, *2020 General Plan Noise Element*, accessed 6/20/2018 at (http://www.colfax-ca.gov/documents/generalplan/04_Noise.pdf).

City of Colfax, *Municipal Code, Chapter 8.28 Noise Standards*, accessed 6/20/2018 at (https://library.municode.com/CA/colfax/codes/code_of_ordinances).

KD Anderson & Associates, *Addendum to Traffic Impact Analysis for Maidu Village, Colfax, California*, June 11, 2018.

Population and Housing

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
13. POPULATION AND HOUSING — Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) **Less-than-Significant Impact.** The project site is located in a developed area of the City where public utilities and services (sewer, water, storm drainage, etc.) are available to accommodate the demands of the project. The project would not create new residences, nor would it require a number of employees that would induce substantial population growth in the City. It is assumed that future employees of the proposed uses already live in the City or the region. Therefore, the project would have a less-than-significant impact.
- b-c) **No Impact.** The project site is currently vacant and zoned commercial and construction of the project would not displace residents or housing. Therefore, the project would have no impact.

Public Services

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
14. PUBLIC SERVICES — Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a.i) **Less-than-Significant Impact.** The CFD and Cal-Fire have entered into a mutual aid agreement to provide fire protection to Colfax and the project site. The nearest fire station is the Colfax Fire Station located roughly 0.6 miles northeast from the project site. Fire protection for the project would include fire hydrants connected to the PCWA public water system and shaded fuel breaks where required to reduce potential fire fuel near proposed improvements.

The project would not create the need for new fire facilities, but would be required to pay applicable impact fees for fire protection. The project would be required to comply with provisions for fire hydrants within the City of Colfax Municipal Code, and the Fire Chief and City Engineer would review fire hydrant type and locations. Therefore, the project would have a less-than-significant impact.

a.ii) **Less-than-Significant Impact.** The City of Colfax contracts its law enforcement needs through the Placer County Sheriff's Office at 10 Culver Street. The Colfax Substation is manned by a Sergeant, four City dedicated deputies, two resident deputies and senior volunteers. The main Placer County Sheriff's Office is at 2929 Richardson Drive in Auburn. The nearest CHP station is in the town of Gold Run and their units are available to Colfax. The closest station to the project site is the Placer County Sheriff's Office approximately one half mile to the northwest. The project would not create the need for new police protection facilities, but would be required to pay applicable impact fees for police protection. Therefore, the project would have a less-than-significant impact.

a.iii) **Less-than-Significant Impact.** Colfax Elementary School District provides educational services for the City of Colfax. Colfax Elementary is at 24825 Ben Taylor Road. Colfax

High School is part of the Placer Union School District. Colfax High School is at 24995 Ben Taylor Road. Core Placer Charter School is approximately one-quarter mile southwest of the project site. The project would not include residences, thus it would not create the need for new school facilities. Therefore, the project would have a less-than-significant impact.

a.iv) **Less-than-Significant Impact.** The City of Colfax currently has four parks totaling 3.26 acres. The project would not include residential uses or increase population, thus it would not require the construction of new recreational facilities. Therefore, the project would have a less-than-significant impact.

a.v) **No Impact.** The project would have no impact on the provision of any other public facilities. The project would not require the construction of new governmental facilities or require physically altering existing facilities to maintain the City's public services. Therefore, the project would have no impact.

Recreation

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
15. RECREATION — Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a, b) **Less-than-Significant Impact.** Any increase in the use of existing parks and other recreational facilities due to the project would be negligible because the project would not include residential uses and thus would not increase population. Therefore, the project would have a less-than-significant impact.

Transportation and Traffic

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
16. TRANSPORTATION AND TRAFFIC — Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This section is based on an Addendum to Traffic Impact Analysis (2018 Addendum) for the project conducted by KD Anderson & Associates, Inc. (KDA, 2018). The original Traffic Impact Analysis for the project was prepared in 2014 (KDA, 2014). The 2018 Addendum updates the 2014 Traffic Impact Analysis to be consistent with the project analyzed by this Initial Study. The 2018 Addendum to Traffic Impact Analysis is Appendix F to this Initial Study.

The project would take access via South Auburn Street via the planned roundabout at the westbound I-80 ramps intersection. The project site would have reciprocal access through the existing McDonald's located to the south along South Auburn Street, and a one-way inbound (i.e. southbound) connection would also be available via the Mountain Village site to the north. The project would generate up to 2,825 net new daily trips, 213 a.m. net new peak hour trips and 228 net new p.m. peak hour trips.

Trip distribution assumptions were based on review of current travel patterns in the area of existing convenience uses and consideration of the project's location to I-80 and commercial areas with the City, as well as long-term traffic volume forecasts provided by the City of Colfax's traffic consultant. As indicated, pass-by trips would be drawn from traffic already on South

Auburn Street. During the a.m. peak hour, these trips are generally destined for the westbound I-80 ramp. In the p.m. peak hour, pass-by trips would be drawn from traffic in both directions on South Auburn Street. Peak hour trip distribution assumptions are presented in Table 7.

Table 7: Project Trip Distribution

Direction	Route	AM Peak Hour		PM Peak Hour	
		New	Pass-By	New	Pass-By
North	S. Auburn St. beyond Central St.	12.5%	-	12.5%	-
East	Central St. beyond S. Auburn St.	10%	-	10%	-
East	Interstate 80	12.5%	-	12.5%	-
West	Interstate 80	15%	-	15%	-
South	S. Auburn St. beyond I-80 ramps	5%	-	5%	-
	SB on S. Auburn St. to WB I-80	-	45%	-	25%
	SB on S. Auburn St.	-	-	-	10%
	NB on S. Auburn St.	-	-	-	10%
Total		55%	45%	55%	45%

Source: KDA, 2018

The 2018 Addendum found that existing conditions during the a.m. peak hour at the South Auburn Street/ Westbound I-80 ramps intersection operate at Level of Service (LOS) D with an average delay of 33.7 seconds/vehicle. The City of Colfax has a minimum LOS C standard and any project that causes an intersection to exceed LOS C would have a potentially significant traffic impact. The 2018 Addendum found that with the planned roundabout at the westbound I-80 ramps intersection the project would have no significant traffic impacts.

Discussion

a, b) **Less-than-Significant Impact.** Table 8 shows LOS at the South Auburn Street/ Westbound I-80 ramps intersection during a.m. and p.m. peak hour for the following scenarios: existing conditions, opening day roundabout with no project, opening day roundabout with project, and long-term cumulative with project conditions. As shown in Table 8, project traffic would not result in any additional intersections operating with LOS that exceeds the City's minimum LOS C standard, even under a long-term cumulative with project condition. Therefore, the project would have a less-than-significant impact. The project would be required pay the City of Colfax's traffic mitigation fee, which is based on the project's estimated p.m. peak hour trips (228) for the project.

Table 8: Peak Hour Intersection Levels of Service

Scenario	Control	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)
Existing Conditions	All Way Stop	D	33.7	B	14.0
Opening Day No Project	Roundabout	A	9.6	A	7.1
Opening Day with Project	Roundabout	B	13.9	A	9.1
Cumulative with Project	Roundabout	C	27.1	C	21.8

Source: KDA, 2018

Note: Bold values are conditions in excess of City of Colfax LOS C minimum standard.

- c) **No Impact.** The project would not change air traffic patterns. Therefore, the project would have no impact.
- d) **Less-than-Significant Impact.** The project would not involve any new hazardous design features nor introduce any new uses that may be incompatible with transportation. The project would take access via South Auburn Street via the planned roundabout at the westbound I-80 ramps intersection. The planned roundabout is not part of this project, but roundabouts are considered a safer alternative to stop lights, and the roundabout would provide safe access to the project site (FHWA, 2018). Therefore, the project would have a less-than-significant impact.
- e) **No Impact.** The project would not affect emergency response routes. Therefore, the project would have no impact.
- f) **No Impact.** The project would not decrease the performance or safety of public transit, bicycle, or pedestrian facilities. The planned roundabout project will include frontage roadway and sidewalk/crosswalk improvements. Therefore, the project would have no impact.

References

Federal Highway Administration (FHWA), *Roundabouts and Mini Roundabouts*, September 14, 2018.

KD Anderson & Associates, *Traffic Impact Analysis for Maidu Village, Colfax, California*, March 2014.

KD Anderson & Associates, *Addendum to Traffic Impact Analysis for Maidu Village, Colfax, California*, September 15, 2017.

KD Anderson & Associates, *Addendum to Traffic Impact Analysis for Maidu Village, Colfax, California*, Updated June 11, 2018.

Tribal Cultural Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
17. TRIBAL CULTURAL RESOURCES — Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:			<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) **Less-than-Significant Impact.** As discussed in impact a) of the Cultural Resources discussion, no historical resources were identified during the intensive-level pedestrian survey on May 7, 2018 and the project would have no effect on known historic properties. There are no known historic properties or historical resources present within the project site. Thus, the project does not have the potential to cause a significant impact on any resource that currently qualifies as a historical resource, or that has been recommended eligible for listing in the NRHP or CRHR. Therefore, the project would have a less-than-significant impact.
- b) **Less-than-Significant Impact with Mitigation.** As discussed in impact b) of the Cultural Resources discussion, project construction has a high potential for the discovery of buried cultural resources due to the overlaying soil type and riparian features and to information from Native American Tribes. The CTVCT and UAIC responded to Natural Investigations Company and both tribes consider the project site to be culturally sensitive. Natural Investigations met with both tribes for a project site visit in May 2018 and both tribes' recommendations are incorporated into this Initial Study as mitigation measures in the Cultural Resources discussion.

Should any TCRs be discovered during ground disturbing activities for the project the implementation of Mitigation Measure CUL-1 and CUL-7 would reduce impacts to a less-than-significant level.

References

Natural Investigations Company. 2018. *Cultural and Paleontological Resources Inventory and Effects Assessment for the Maidu Village Project, City of Colfax, Placer County, California*. June 4, 2018.

Utilities and Service Systems

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
17. UTILITIES AND SERVICE SYSTEMS — Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new stormwater drainage facilities, or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider that would serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a, b, e) **Less-than-Significant Impact.** The City owns and operates three sewer infrastructure systems that serve the City and some out-of-city-limits residents. The system includes the Wastewater Treatment Plant (WWTP), a sewer collection system and sewer lift stations. The systems provide primary and secondary treatment of sanitary wastewater as well as treatment and conditioning of the solids removed at the treatment plant. The Central Valley RWQCB permits the WWTP under the NPDES permit, No. CA0079529, Order R5-2013-0045. Under the NPDES permit waste discharge requirements (WDRs), the City of Colfax is allowed to operate the WWTP up to an average daily dry weather discharge flow of 0.275 million gallons per day.

The project would not require or result in the construction or expansion of a new water or wastewater treatment facility. The project would connect to the City's sewer system. Sanitary sewer service would connect to an existing manhole in South Auburn Street except for the motel use, which would connect to an existing manhole at the southern end of the project site. The sewer collection system would be designed to the satisfaction of the City of Colfax and the Placer County Environmental Health Department. The project would be required to pay the City's applicable sewer impact fee. The type of wastewater to be produced by the project is typical of wastewater already collected and treated at the WWTP. The WWTP is capable of handling and treating wastewater from the project to the treatment requirements of the Central Valley RWQCB. Construction of the on-site sewer improvements would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.

The project would extend the existing PCWA water pipeline that presently exists along the project's frontage roadway, South Auburn Street. Construction of the on-site water pipeline extension would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.

c) **Less-than-Significant Impact with Mitigation.** The project would include various drainage improvements at the project site. Stormwater quality BMP detention basins would be located adjacent to and/or under parking areas. The BMPs and detention basins would minimize stormwater pollutants from entering the natural drainage course per the requirements of the City of Colfax and Central Valley RWQCB.

Reasonable efforts would be made to keep the storm drainage in its historical patterns as much as possible and BMP detention facilities would be sized so that post development peak stormwater runoff rates are equal to or less than, pre-development runoff rates that leave the project site. All required storm drain facility improvements would be designed and constructed in accordance with requirements and standards of the City and other applicable regulatory agencies. This project site is not within a Phase II MS4 permit area in Placer County, but the project would incorporate LID drainage features by including water quality BMP detention basins and other standard methods of water quality protection measures. Placer Regional Stormwater Coordination Group BMP Sizing Recommendation (published May 25, 2005) would be used to size water quality BMPs. The project would also meet the post construction water balance calculation requirements as part of the NPDES permit. Any potentially significant impacts associated with drainage and runoff would be reduced to a less-than-significant level with the implementation of Mitigation Measure HYD-1.

d) **Less-than-Significant Impact.** The project would be served by the PCWA. The PCWA makes commitments for service only upon execution of a facilities agreements and payment of all fees required by the PCWA. The project would enter into a facilities

agreement and pay all applicable fees. The project would not result in new or expanded water entitlements. Therefore, the project would have a less-than-significant impact.

f, g) **Less-than-Significant Impact.** Solid waste in the City of Colfax is collected by Recology and disposed of for sorting at Recology Auburn Placer Transfer Station. Any solid waste not recycled or composted would be disposed of at the Western Regional Sanitary Landfill. Solid waste collection is a "demand responsive" service and current service levels can be expanded and funded through user fees without difficulty. The project would comply with all federal, state and local statutes and regulations related to solid waste. The project would be required to pay garbage collection fees and landfill equity buy-in fees. Therefore, the project would have a less-than-significant impact.

References

City of Colfax, *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control.*

Mandatory Findings of Significance

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
18. MANDATORY FINDINGS OF SIGNIFICANCE — Would the project:				
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) **Less-than-Significant Impact with Mitigation.** The project would involve disturbances to the site such as grading, excavation and soil disruption. With implementation of **Mitigation Measures BIO-1 through BIO-6 and CUL-1 through CUL-9**, impacts to biological and cultural resources would be less than significant. Therefore, the project would have a less-than-significant impact with mitigation incorporated.
- b) **Less-than-Significant Impact with Mitigation.** GHG emissions impacts are considered to be exclusively cumulative impacts because no single project makes a significant contribution to global climate change. Assessment of significance is based on whether a project's GHG emissions cumulatively represent a considerable contribution to the global concentration of GHG emissions. **Mitigation Measure GHG-1** would reduce GHG emissions from the project to a less-than-significant level. Therefore, the project would have a less-than-significant impact with mitigation incorporated.
- c) **Less-than-Significant Impact.** The project would not result in impacts to human beings that would result in substantial adverse effects on human beings, directly or indirectly. Therefore, the project would have a less-than-significant impact.

End of Initial Study

APPENDIX A

Air Quality and Greenhouse Gas Supporting Information

City of Colfax

City Council

Ordinance № 538

AN ORDINANCE OF THE CITY OF COLFAX ADOPTING FINDINGS OF FACT AND APPROVING A DEVELOPMENT AGREEMENT WITH COLFAX AUBURN, LLC REGARDING THE DEVELOPMENT OF THE MAIDU VILLAGE PROPERTY GENERALLY LOCATED ON SOUTH AUBURN STREET NEAR THE INTERSECTION OF THE INTERSTATE HIGHWAY 80 ON-RAMP AND OFF RAMP, PLACER COUNTY ASSESSOR'S PARCEL #100-240-016-000

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

Section 1:

The Ordinance Adopting Findings of Fact and Approving a Development Agreement with Colfax Auburn, LLC attached hereto as Exhibit A is incorporated herein by this reference.

Section 2. Superseding Provisions

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

Section 3. Severability

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

Section 4. Effective Date

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

Section 5. California Environmental Quality Act Findings

On November 14, 2018, the City Council reviewed and considered a Mitigated Negative Declaration for the Project defined in the Development Agreement, all comments received during the public review period, and all relevant documents in the record pertaining to the Project and the Mitigated Negative Declaration. The Mitigated Negative Declaration adequately describes the potential environmental impacts of the Project. On the basis of the whole record before it, the Colfax City Council found, and hereby finds, (1) there is no substantial evidence that the Project, as mitigated, will have a significant effect on the environment beyond those identified in the Mitigated Negative Declaration, (2) the Mitigated Negative Declaration has been completed in compliance with the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq (“CEQA”) and the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research (“CEQA Guidelines”), (3) the Mitigated Negative Declaration is complete and

adequate and reflects the City Council's independent judgment and analysis of the environmental effects of the Project, and (4) the Mitigated Negative Declaration as adopted is equally applicable to the Project and the Development Agreement.

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

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 14th day of November, 2018, and passed at a regular meeting of the City Council held on the 12th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Will Stockwin, Mayor

APPROVED AS TO FORM:

Alfred Cabral, City Attorney

ATTEST:

Lorraine Cassidy, City Clerk

ORDINANCE NO. 538

ADOPTING FINDINGS OF FACT AND APPROVING A DEVELOPMENT AGREEMENT WITH COLFAX AUBURN, LLC REGARDING THE DEVELOPMENT OF THE MAIDU VILLAGE PROPERTY GENERALLY LOCATED ON SOUTH AUBURN STREET NEAR THE INTERSECTION OF THE INTERSTATE HIGHWAY 80 ON-RAMP AND OFF-RAMP, PLACER COUNTY ASSESSOR'S PARCEL #100-240-016-000

WHEREAS, the City Council of the City of Colfax has duly considered an application for a Development Agreement with Colfax Auburn, LLC (the "Development Agreement") in accordance with Title 17, Chapter 17.48 et seq., of the Colfax Municipal Code; and

WHEREAS, in accordance with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq., "CEQA") and the regulations implementing CEQA (14 Code of California Regulations Section 15000 et seq., "CEQA Guidelines"), the City Council has reviewed an Initial Study (Environmental Checklist for the Maidu Village Project, dated _____) and all attachments and has determined that impacts from the proposed project have been adequately addressed; and

WHEREAS, the Development Agreement has been reviewed by City staff and the Developer; and

WHEREAS, on November 14, 2018, the City Council, sitting as both the City Planning Commission and City Council, determined that approving the Development Agreement and the Project described therein is in the best interests of Colfax and that the Development Agreement should be approved; and

WHEREAS, the City Council, after due deliberation and public hearings in accordance with Chapter 17.48 of the Colfax Municipal Code pertaining to Development Agreements under Government Code Sections 65864 through 65869.5, hereby adopts the following Findings of Fact:

FINDING NO. 1: THE DEVELOPMENT AGREEMENT IS CONSISTENT WITH THE OBJECTIVES, POLICIES, GENERAL LAND USES AND PROGRAMS SPECIFIED IN THE COLFAX GENERAL PLAN.

The Agreement specifically implements the Colfax General Plan. Based on the record generally and analysis provided in the November 14, 2018 Staff Report for the City Council and all attachments thereto and information provided therewith, the Development Agreement is in conformance with the Colfax General Plan objectives, goals, policies, general land uses and programs.

FINDING NO. 2: THE DEVELOPMENT AGREEMENT IS CONSISTENT WITH THE PROVISIONS OF THE COLFAX MUNICIPAL CODE.

The Development Agreement complies with the requirements of Colfax Municipal Code Chapter 17.48 and the Development Agreement Law incorporated therein (California Government Code Sections 65864 to 65869.5, inclusive). The Development Agreement also complies with all related provisions of the Colfax Municipal Code and the laws, rules, regulations, ordinances and development and building standards incorporated therein.

FINDING NO. 3: THE DEVELOPMENT AGREEMENT CONFORMS WITH AND WILL NOT BE DETRIMENTAL TO PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

Based on the record generally and analysis provided in the November 14, 2018 Staff Report for the City Council, the attachments thereto, and the related information presented at the hearing, the proposed project set forth in the Development Agreement conforms with and will not be detrimental to the health, safety and general welfare, as it incorporates all health and safety provisions required in the City's General Plan and Zoning Ordinance and will comply with all such provisions in the Municipal Code. Further, it is or will be adequately served by utility and public services, and will help mitigate traffic and circulation impacts at the affected intersections within the City.

FINDING NO. 4: THE DEVELOPMENT AGREEMENT WILL NOT ADVERSELY AFFECT THE ORDERLY DEVELOPMENT OF PROPERTY OR THE PRESERVATION OF PROPERTY VALUES.

The Development Agreement promotes the orderly development of property within the City of Colfax by entitling and creating a specific mechanism and process for developing a significant parcel immediately adjacent to major on-and-off ramps to Interstate Highway 80. In this regard, the Development Agreement serves as a model for orderly development of property. Moreover, the project approved by the Development Agreement will attract business into the City, contribute to the City's tax base, and help to preserve or enhance property values within the City and the quality of life for City residents.

FINDING NO. 5: THE DEVELOPMENT AGREEMENT WILL PROVIDE SUFFICIENT BENEFIT TO THE CITY AND ITS RESIDENTS TO JUSTIFY ENTERING INTO THE AGREEMENT.

The following are aspects of the Maidu Village Project which demonstrate that it will provide sufficient benefits to the City and its residents to justify entering into the Development Agreement.

Planning. The Project is a well thought out development that will result in consistent and comprehensive development of the Maidu Village property and avoid fractionalization or piecemeal development of the Project site. The Project is convenient to public transportation, is pedestrian-friendly, provides for adequate utility service, conforms to health and safety requirements and will include uses consistent with surrounding developments. Development of

the site into an integrated commercial development in conformance with the City's General Plan and Zoning Ordinance represents good land use practice. The opportunity afforded by consistent and integrated land uses is a benefit to the City as it grows.

Tax Revenue. The Project will contribute to the tax base of the City through sales tax revenues generated by the commercial uses, and from additional businesses and employees.

Social and Economic Benefits. The creation of new jobs and increased generation of revenues will provide greater employment opportunities for the residents of Colfax, and allow existing residents to live and work within the same community.

FINDING NO. 6: THE DEVELOPMENT AGREEMENT CONFORMS WITH THE PROVISIONS OF GOVERNMENT CODE SECTION 65867.5

Government Code Section 65867.5 requires a finding that the provisions of any development agreement are consistent with the City's General Plan. This is addressed in Finding No. 1 above, and the City Council specifically finds that the Development Agreement conforms to the provisions of Government Code Section 65867.5. The provisions of Government Code Section 66473.7 are not applicable to this Development Agreement or the Project described therein.

WHEREAS, the City Council finds that the applicant, Colfax Auburn, LLC, agrees with the necessity of and accepts all elements, requirements and conditions of this Development Agreement as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the citizenry in general and persons who work in or visit this development in particular; and

WHEREAS, the City Council conducted a public hearing and waived the first reading of this Ordinance on November 14, 2018 and waived the second reading of this Ordinance on December 12, 2018.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Colfax adopts these Findings of Fact and approves the Development Agreement with Colfax Auburn LLC for Maidu Village Project set forth therein and authorizes the City Manager to execute the Development Agreement in the name and on behalf of the City of Colfax.

PASSED AND ADOPTED by the City Council of the City of Colfax on this 12th day of December 2018, by the following vote:

AYES:

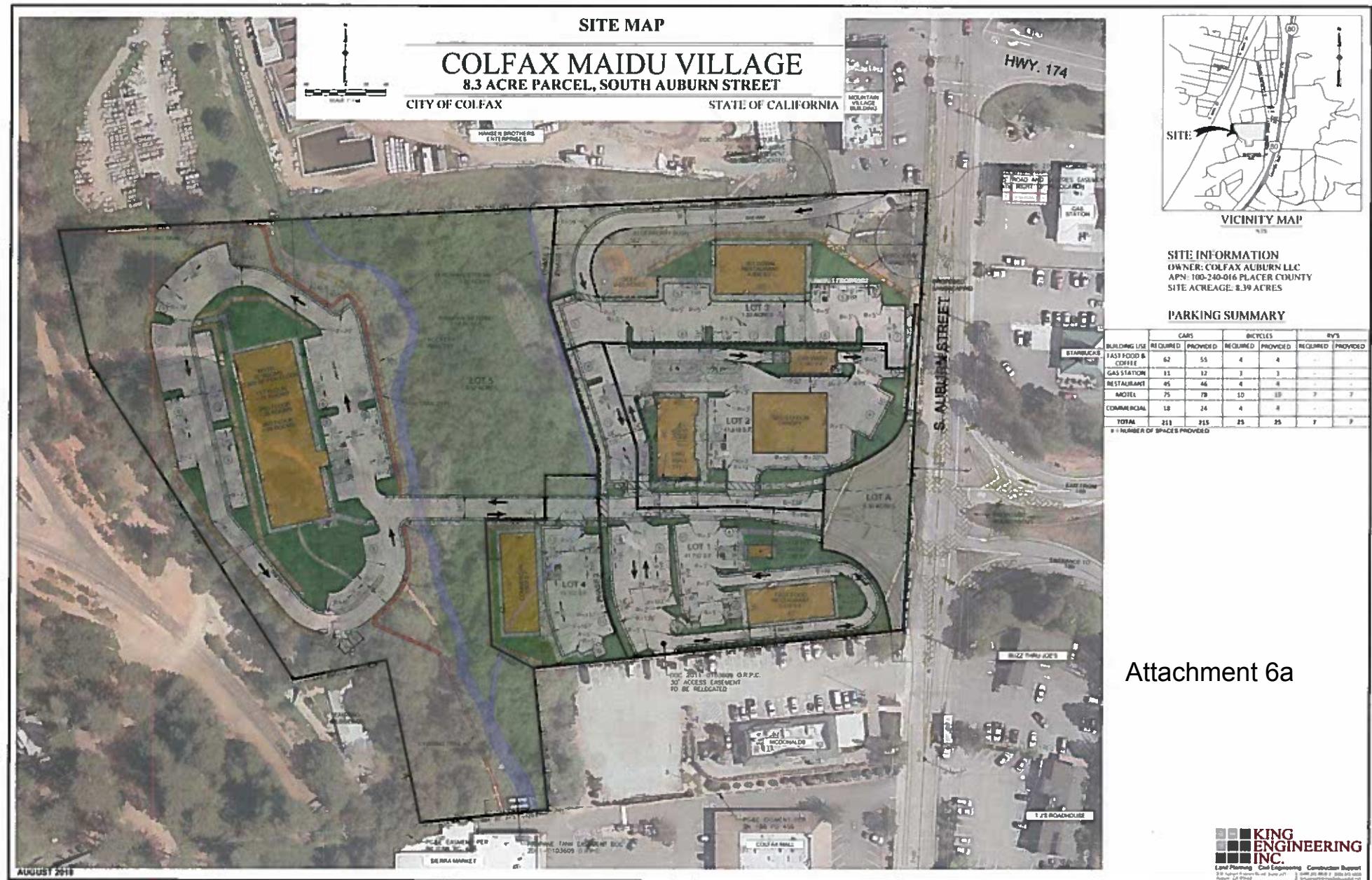
NOES:

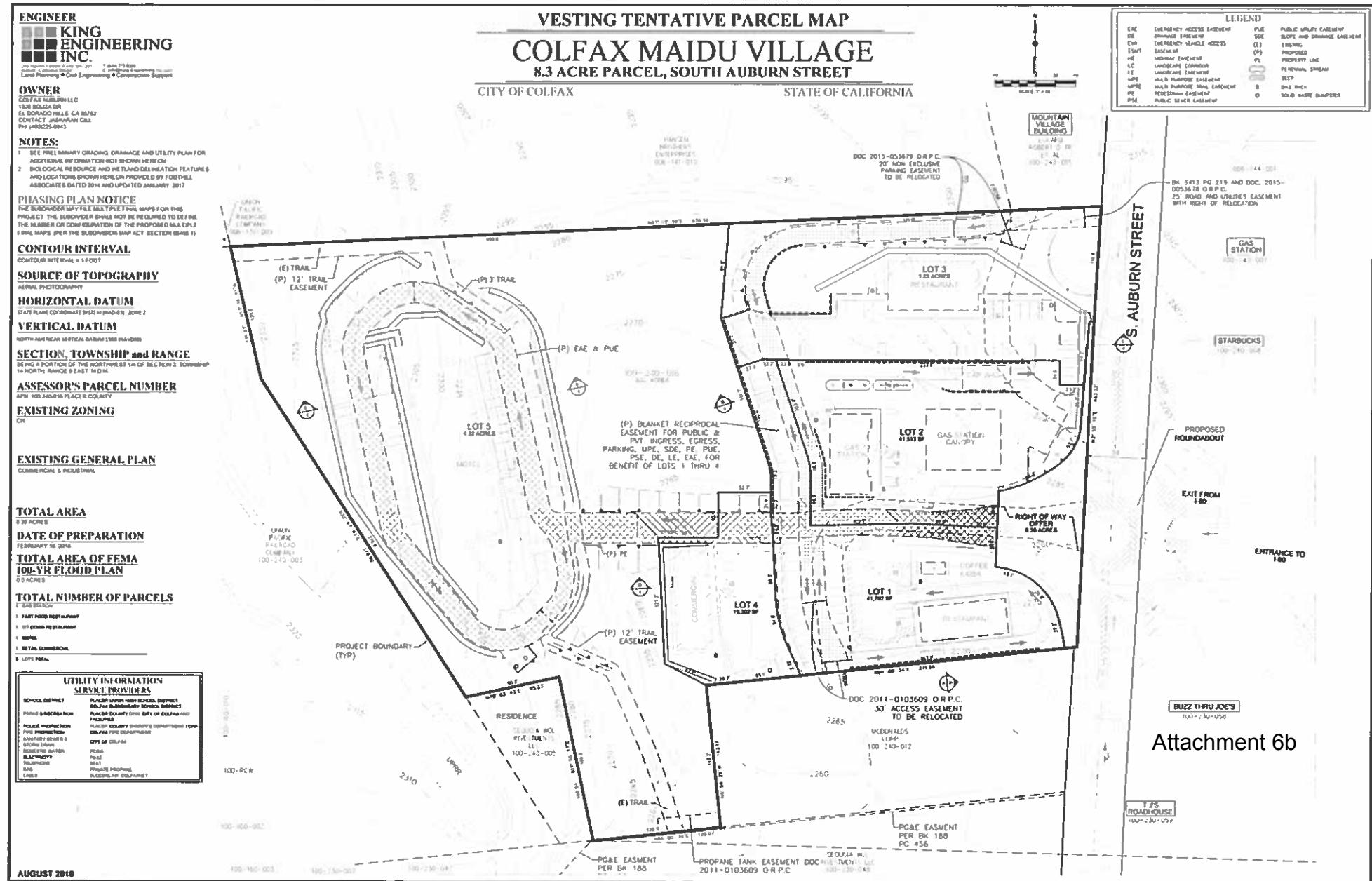
ABSENT:

Will Stockwin, Mayor

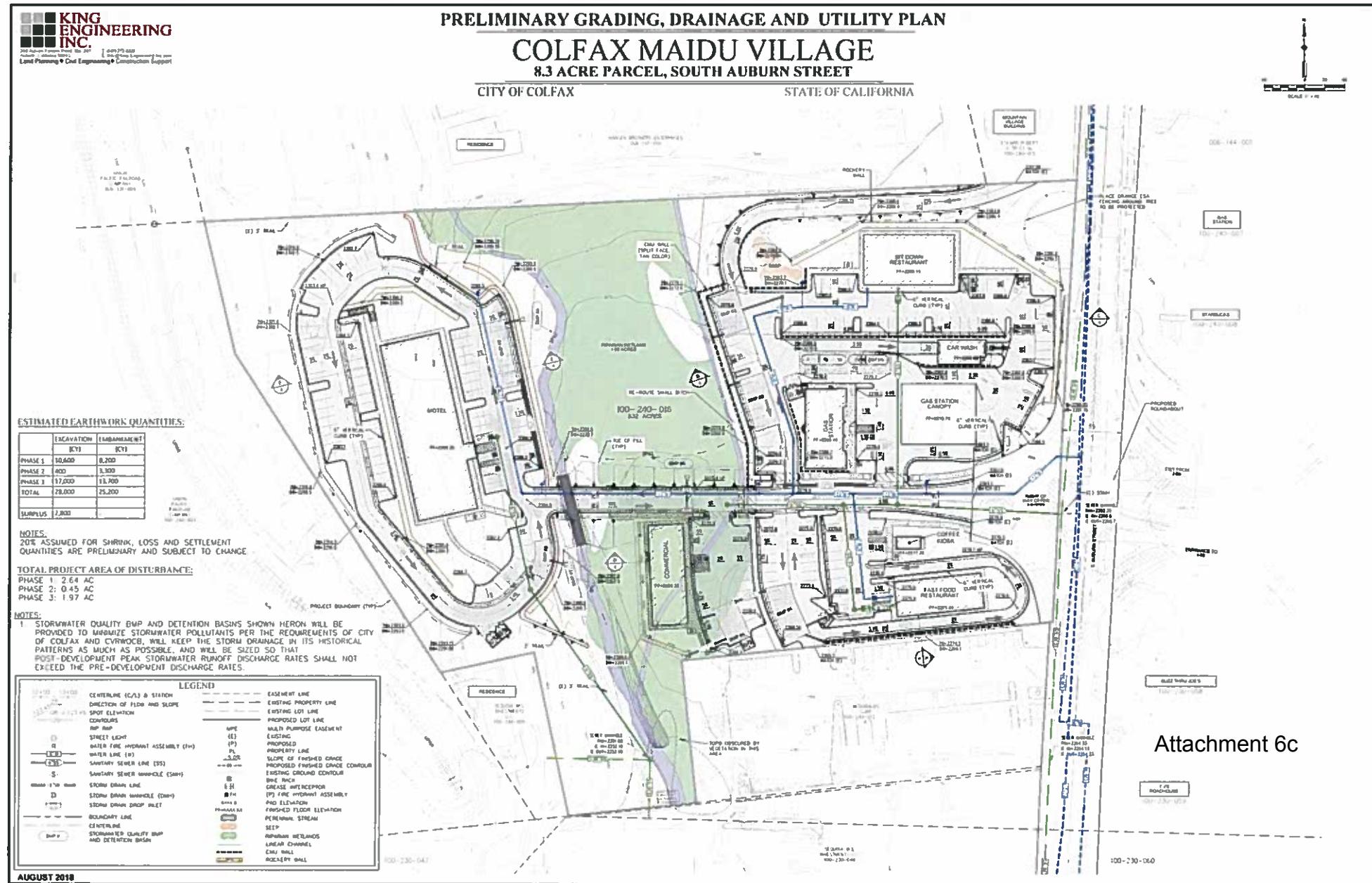
ATTEST:

Lorraine Cassidy, City Clerk





Attachment 6b



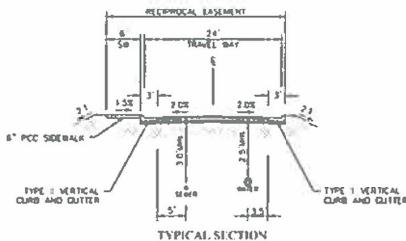
Attachment 6c

TYPICAL SECTIONS & DESIGN DETAILS

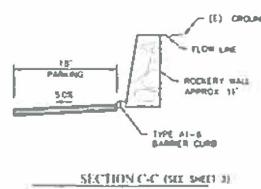
COLFAX MAIDU VILLAGE 8.3 ACRE PARCEL, SOUTH AUBURN STREET

CITY OF COLFAX

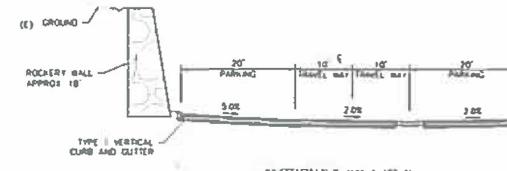
STATE OF CALIFORNIA



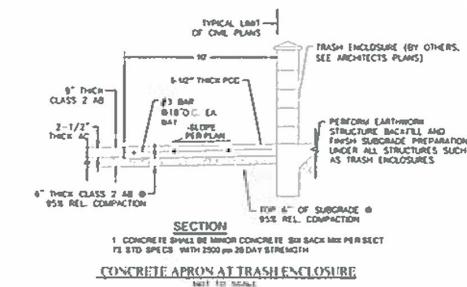
TYPICAL SECTION



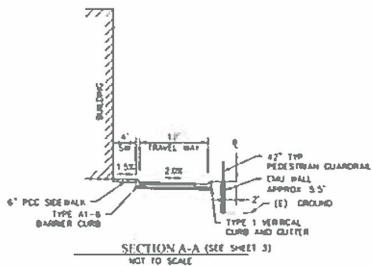
SECTION C.C (SIX SHEETS)



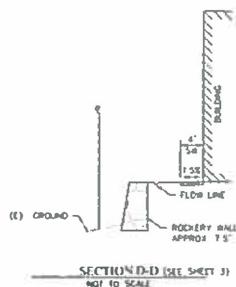
SECTION II. F (SEE SHEET 5)



1 CONCRETE SHALL BE MINOR CONCRETE 50% SACK MIX PER ST
#3 STD. SPEC CS. WITH 2900 psi 28 DAY STRENGTH



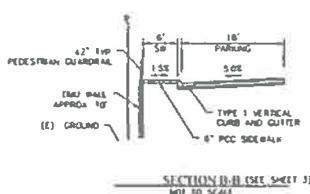
SECTION A-A (SEE SHEET 3)



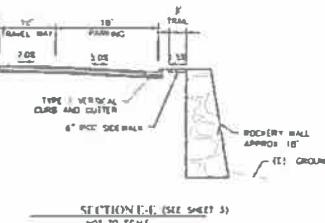
SECTION D-D (THE SENT)



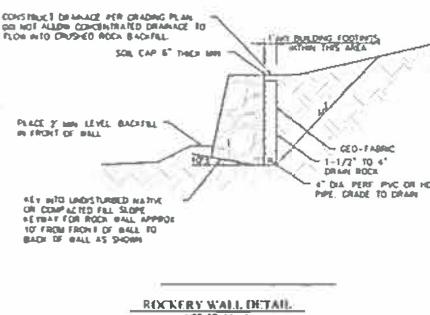
ROCKERY WALL



SECTION B-B (SEE SHEET 3)



SECTION E.C. (SEE SHEET 5)



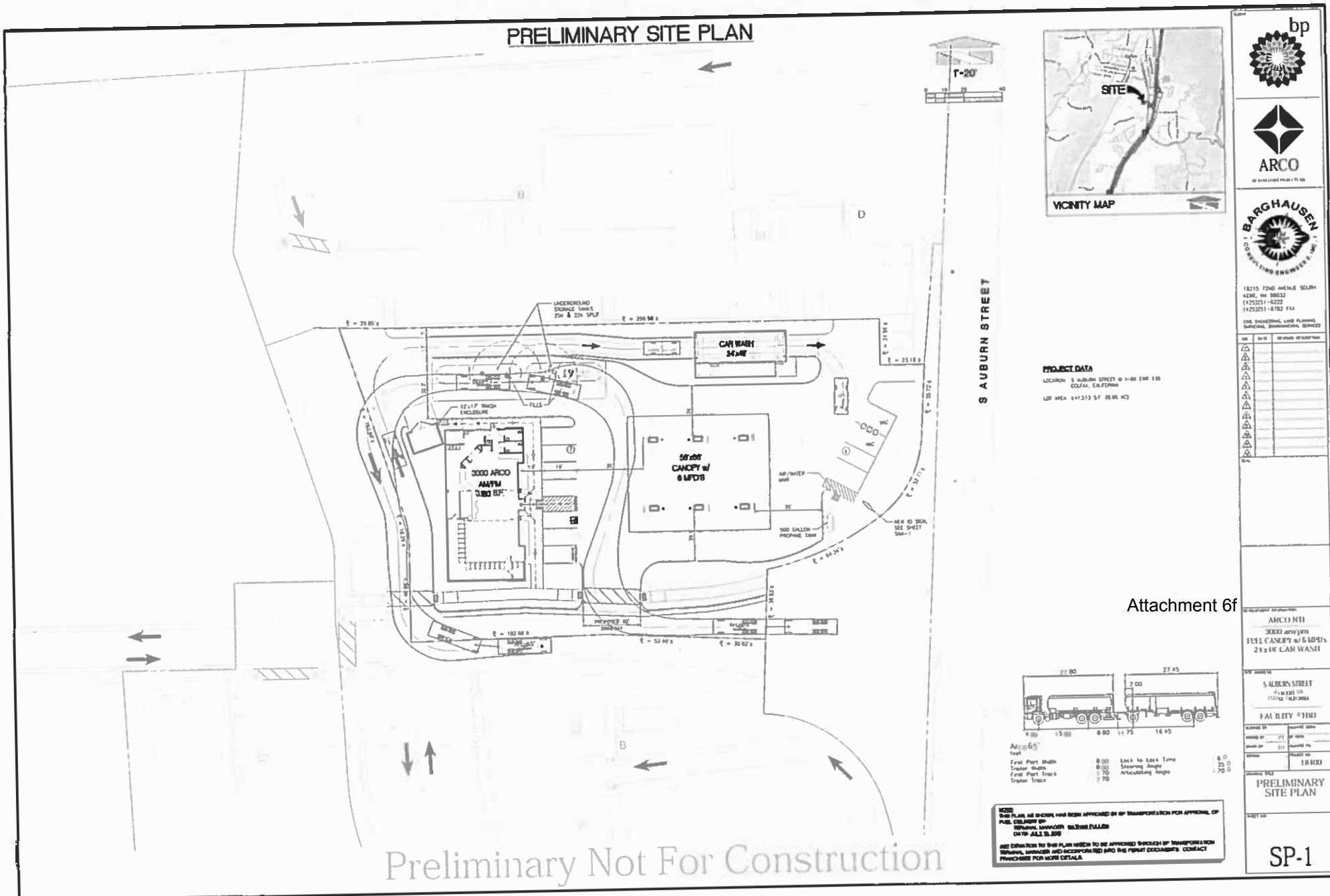
ROCKERY WALL DETAIL

ROCK BALL WALL NOTES

1. ROCK BALLS BE DENSE, ANGULAR AND HARD SELECTED FOR THE WALL.
2. ROCK BALLS BE BURIED IN TO UNDISTURBED NATIVE EARTH OR COMPACTED ENGINEERING FILL TO THE DEPTH INDICATED.
3. MAXIMUM DIAMETER OF ROCK BALLS SHALL BE 2.1 OR AS INDICATED IN THE CALCULATIONS.
4. EACH ROCK BALL SHALL BE FITTED IN PLACE AND CHECKED FOR STABILITY.
5. FROM FACE OF BALL SHALL HAVE A BATTER APPROX. 1.6
6. ROCK BALLS SHALL BE PLACED SO AS TO LIMIT CONTINUOUS JOINT PLACES (EITHER HORIZONTALLY OR VERTICALLY) EACH ROCK SHOULD BEAR ON TWO OR MORE ROCKS NARRROWING ROCK TO ROCK CONTACT.
7. SIZE OF ROCKS WILL VARY; HOWEVER, THE LARGEST ROCKS SHALL BE PLACED IN THE LOWER COURSES.
8. NO ROCKERY SHALL BE CONSTRUCTED WHERE FOOTING OR FOUNDATION IS EXPOSED OR WHERE SWASHING ANY PORTION OF THE ROCKERY.
9. THERE SHALL BE NO CHURNING IN THE FRONT FACE OF THE WALL.
10. ALL ROCKS SHOULD BE HIT 150 TO 200-185 AND CHECKED FOR STABILITY.
11. FILTER FABRIC SHALL BE WRAPPED AROUND OR APPROACHED FROM THE BALL (TOL).
12. BACKFILL AND COMPACT FROM THE BALL (TOL) TO BGS + MBD.
13. ALL ROCKERY SITE INSPECTIONS SHALL BE PERFORMED BY THE ENGINEER TO OBSERVE THE FOOTING, THE DRAINAGE PIPING, THE INSTALLATION OF FILTER FABRIC AND THE PLACEMENT OF ROCKS, CRUSHED ROCK, BACKFILL AS WELL AS THE BATTER OF THE FRONT FACE OF THE WALL.

Attachment 6d

PRELIMINARY SITE PLAN



NOTE FOR CONSTITUTION

THIS SHEET IS
FOR
INFORMATION
ONLY

Attachment 6f

GENERAL NOTE

KEYED NOTE

- 1 ALUMINUM EXHAUST AND STANCHION SYSTEM, REFER TO SHEET 45 2 SPECIFICATIONS
- 2 INSUL. 6" PVC CHASE FOR FOUNTAIN STAPL LINES
- 3 FLOOR RECEPTACLES, REFER TO ELEC. PLANS
- 4 ROOF WADDER (PER DETAIL 17-1)
- 5 1" INCHES AIR GAP AT PREHEATED COOKER/WHEELER
- 6 DEPRESSED TRAP, REFER TO SLAB PLANS
- 7 LINE OF CANOPY ABOVE
- 8 DOUBLE DRAIN LINE, CASE PROVIDED BY SHEDCO
- 9 THRESHOLD, REFER TO DOOR SCHEDULE ON SHEET 45 1
- 10 LINE OF SOFFIT ABOVE
- 11 LINE OF CLOSERY CEILING OPENING, REFER TO BREEZE SCHEDULE ON SHEET 45 1
- 12 WALL SIGNS
- 13 FIREPROOF STAP
- 14 REEL, ELEVATOR LADDER, WINDOW SLL FOR STANCHION PROTECTION, REFER TO STRUCTURAL PLANS FOR SIZE AND LOCATOR
- 15 ROOF DRAIN AND OVERFLOW, REFER TO CIV. PLANS FOR COORDINATION
- 16 CANOPY DOWNSPOUT, REFER TO CIV. PLANS FOR COORDINATION
- 17 FUTURE SOLAR EQUIPMENT
- 18 COO SYSTEM, REFER TO SHEETS 01 01 AND 02 01 FOR LOCATED AND SPECIFICATION
- 19 INCREASED STAINLESS STEEL, FILL INCH WORN GLICK - DISCONNECT WHILE

LEGEND

WOOD FRAMED WALL
PREINSULATED COOLER/FREEZER WALL
1 2x6 STUDS @ 15" o.c.
1 1/2" PREINSULATED
1 2x4 STUDS @ 15" o.c. w/ THERM. INSULATION
1 2x4 STUDS @ 15" o.c.
2 1/2" PREINSULATED
1 EIGHT SHEET, REFER TO SHEET AS # FOR DETAILS
1 WOOD STUDS REFER TO SHEET AS #1 FOR DETAILS

OCCUPANCY LOAD

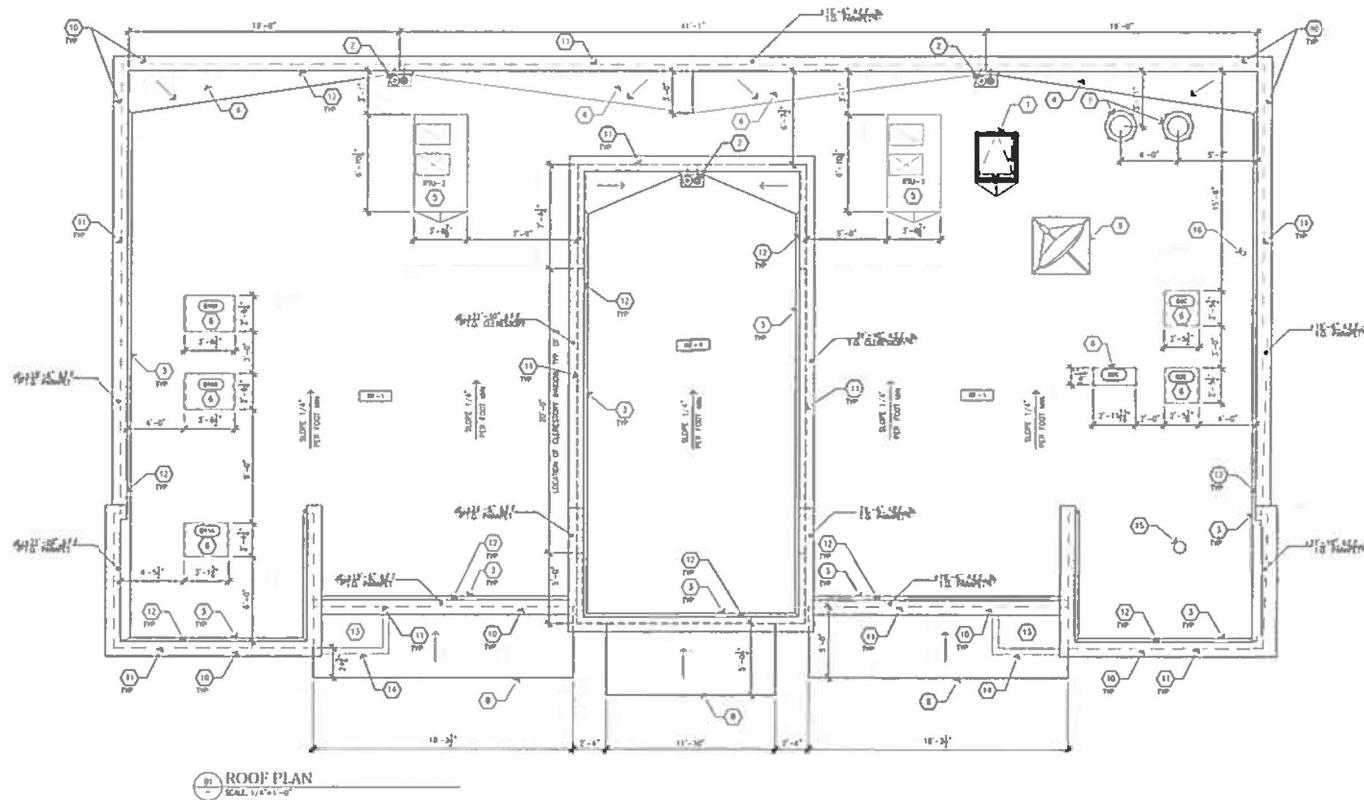
ROOM FINISH SCHEDULE					
INTERIOR FINISHES	SAILS	CASHIER	RESTROOMS	OFFICE	MEMORABILITY
FLOOR	GLAZED PORCELAIN TILE REFER TO FINISH CALLOUT ON A12.			QUARRY TILE REFER TO FINISH CALLOUT ON A12.	
BASL.	GLAZED SANDBLAST BASE REFER TO FINISH CALLOUT ON A12.			QUARRY SANDBLAST BASE REFER TO FINISH CALLOUT ON A12.	
WALLS	PAINTED SANDBLAST FINISH 3/8" DRYWALL BOARD REFER TO CALLOUT ON SHEET A3-3 & A3.		WALL 1/2" GYPSUM 5/8" INSULATED REINFORCED GYPSUM BOARD (REFER TO) CALLOUT ON A3-6	PAINTED SANDBLAST FINISH 1/2" GYPSUM INSULATED REINFORCED GYPSUM BOARD (REFER TO) CALLOUT ON A3-6	PAINTED 1/2" GYPSUM 1/2" GYPSUM REINFORCED GYPSUM BOARD REFER TO CALLOUT ON A3-6
FASCIA/SOFFIT	FASCO PAINTED SANDBLAST FINISH 1/2" DRYWALL BOARD REFER TO CALLOUT ON A3-3 & A3. REFER TO SPECIFICATION SHEET 3/8" THICK BASE REINFORCED GYPSUM BOARD REFER TO CALLOUT ON A1-3		NOT APPLICABLE		
CEILING	PAINTED SANDBLAST FINISH 1/2" DRYWALL BOARD REFER TO CALLOUT ON A3-3		PAINTED SANDBLAST FINISH 1/2" DRYWALL BOARD REFER TO CALLOUT ON A3-3	PAINTED SANDBLAST FINISH 1/2" DRYWALL BOARD REFER TO CALLOUT ON A3-3	PAINTED SANDBLAST FINISH 1/2" DRYWALL BOARD REFER TO CALLOUT ON A3-3
WALK IN					GLAZED CONCRETE SEAL REFER TO FINISH CALLOUT ON A12.

ROOM FINISH SCHEDULE

OCCUPANCY LOAD	
SALES	1,211 SF (1037/868)
OFFICE	40 SF (40/100)
STOCK	113 SF (113/100)
PREP/AVL/RTY	50 SF (50/100)
DOOR/STOCK	533 SF (533/1000)
	= 2
TOTAL (INT)	2,355 SF
TOTAL (EXT)	546 SF
*DOOR IS A NON OCCUPYLABLE SPACE PER SECTION 302 DEFINITION OF AN OCCUPYLABLE SPACE.	
INT REQUIRED 2	
INT PROVIDED 2	
	= 31
	= 1
	= 3
	= 7
	= 37 OCCUPANTS

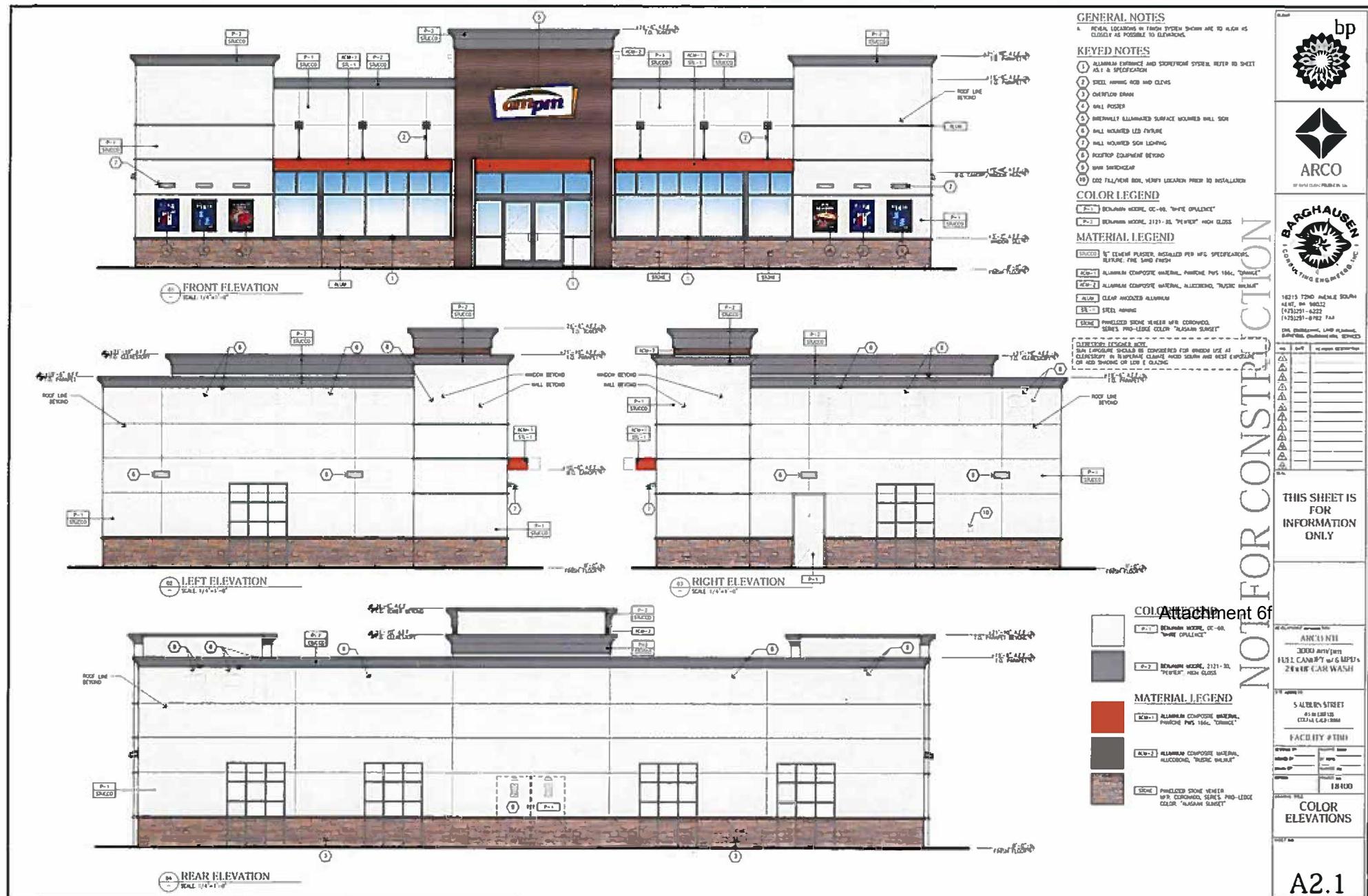
A 1.1

 ARCO 1000 East 100th Street Suite 1000 Tulsa, OK 74106 (918) 661-1000	 BARGHAUSEN CONSULTING ENGINEERS, INC. 16215 72nd Avenue South Kent, WA 98032 (425) 251-0782
NOT FOR CONSTRUCTION THIS SHEET IS FOR INFORMATION ONLY	
ROOF PLAN SHEET 14 1000 E 100th Street Tulsa, OK 74106 (918) 661-1000	
ROOF PLAN SHEET 14 1000 E 100th Street Tulsa, OK 74106 (918) 661-1000	



Attachment 6f

A1.4



A2.1

NOT FOR CONSTRUCTION



GENERAL NOTES

4. REAR LOCATIONS IN FINISH SYSTEM SHOWS ARE TO ALIGN AS CLOSELY AS POSSIBLE TO ELEVATIONS

KEYED NOTES

1. 4" RIVET
2. VINYL LETTERS APPLIED TO ACM
3. VINYL DECAL APPLIED TO ACM
4. NO EMPTY SIGN
5. OVERHEAD CLEARANCE BAR
6. WALL VACUUM LED FUTURE
7. 4" ROUND CONCRETE FILLED BOLLARD, REFER TO DETAIL S/CDM 2
8. METAL DOOR & FRAME
9. INSTRUCTIONAL SIGN PLATES
10. VINYL ROLL UP DOOR COLOR BEIGE, REFER TO SHEET C/CDM 2
11. OPTIONAL

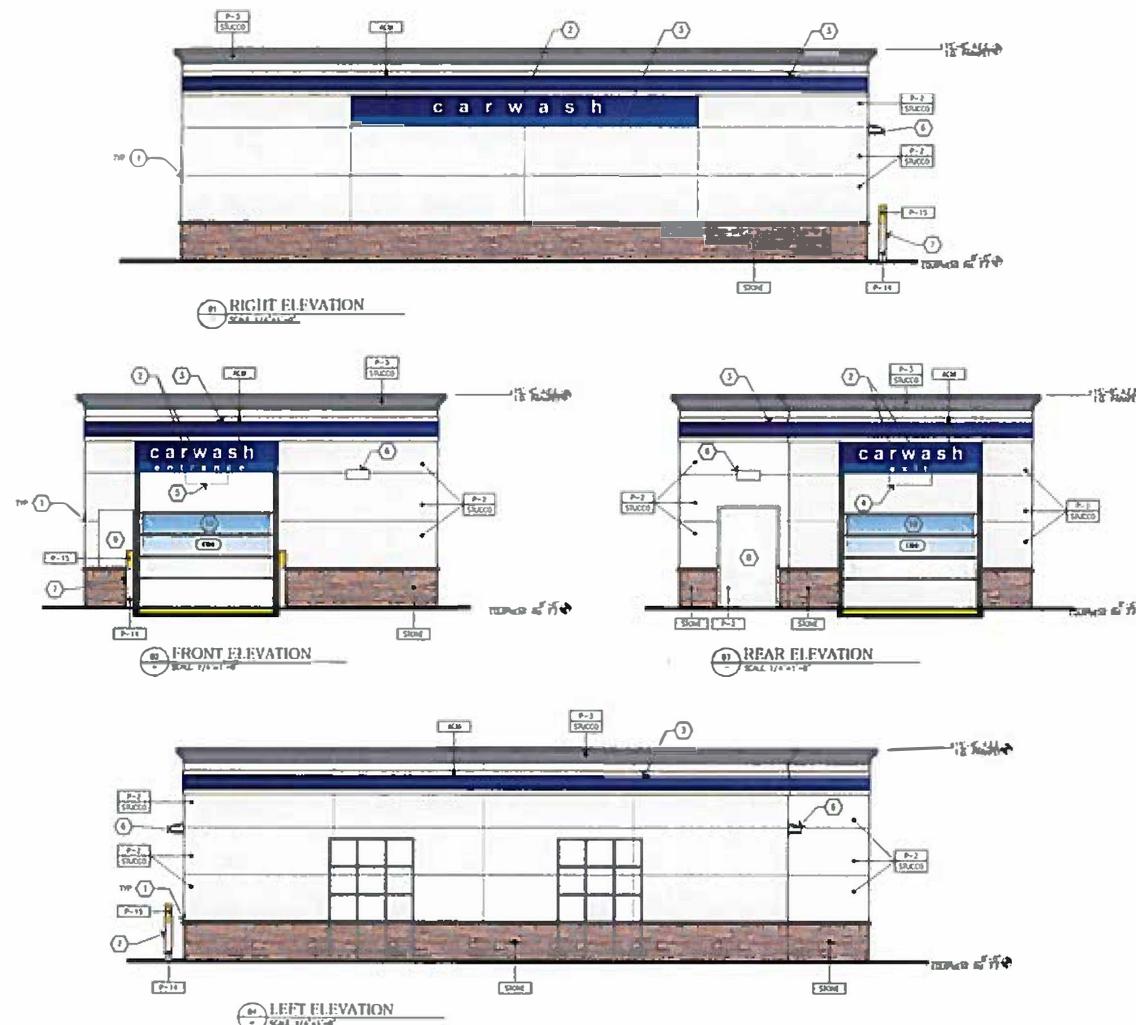
COLOR LEGEND

■	STANDARD WHITE, CC-00
■	STANDARD WHITE, CC-00 TINTED WITH GLASS
■	BP PLATE, STANDARD WHITE, CC-00, TINTED WITH GLASS
■	BP YELLOW, STANDARD WHITE, CC-00, TINTED WITH GLASS

MATERIAL LEGEND

- STC00 1/2" CEMENT BACKER REQUIRED FOR W/C SPECIFICATIONS
- TINTED FIRE SAND FINISH
- ACM ALUMINUM COMPOSITE MATERIAL
- STONE PRECUT STONE VENEER (PREFINISHED, OFF-COLOR) MFR: CEDARWOOD SERIES PRE-LISTED COLOR "SUSAN BERRY"

Attachment 6f

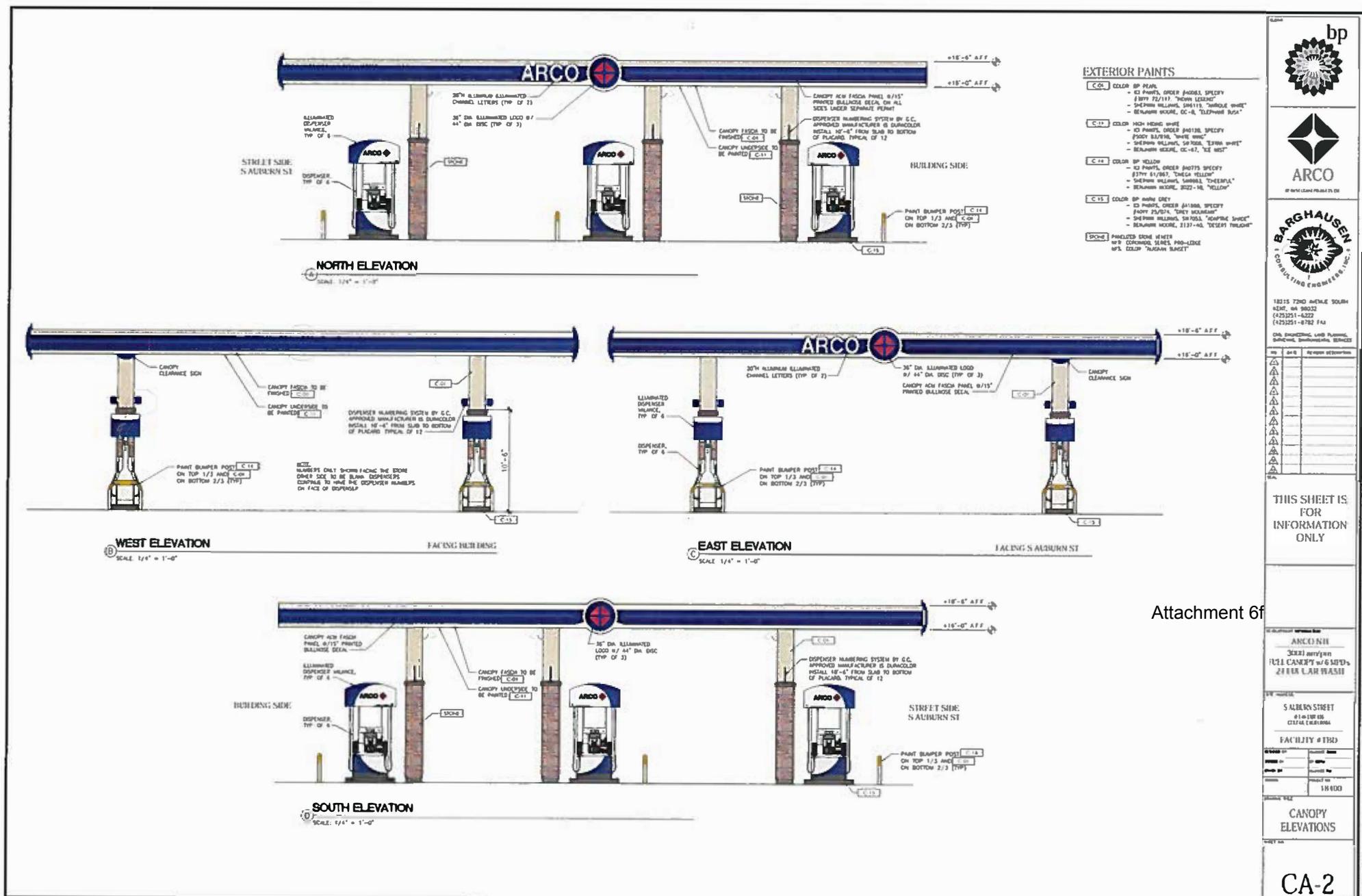


CWA2.1

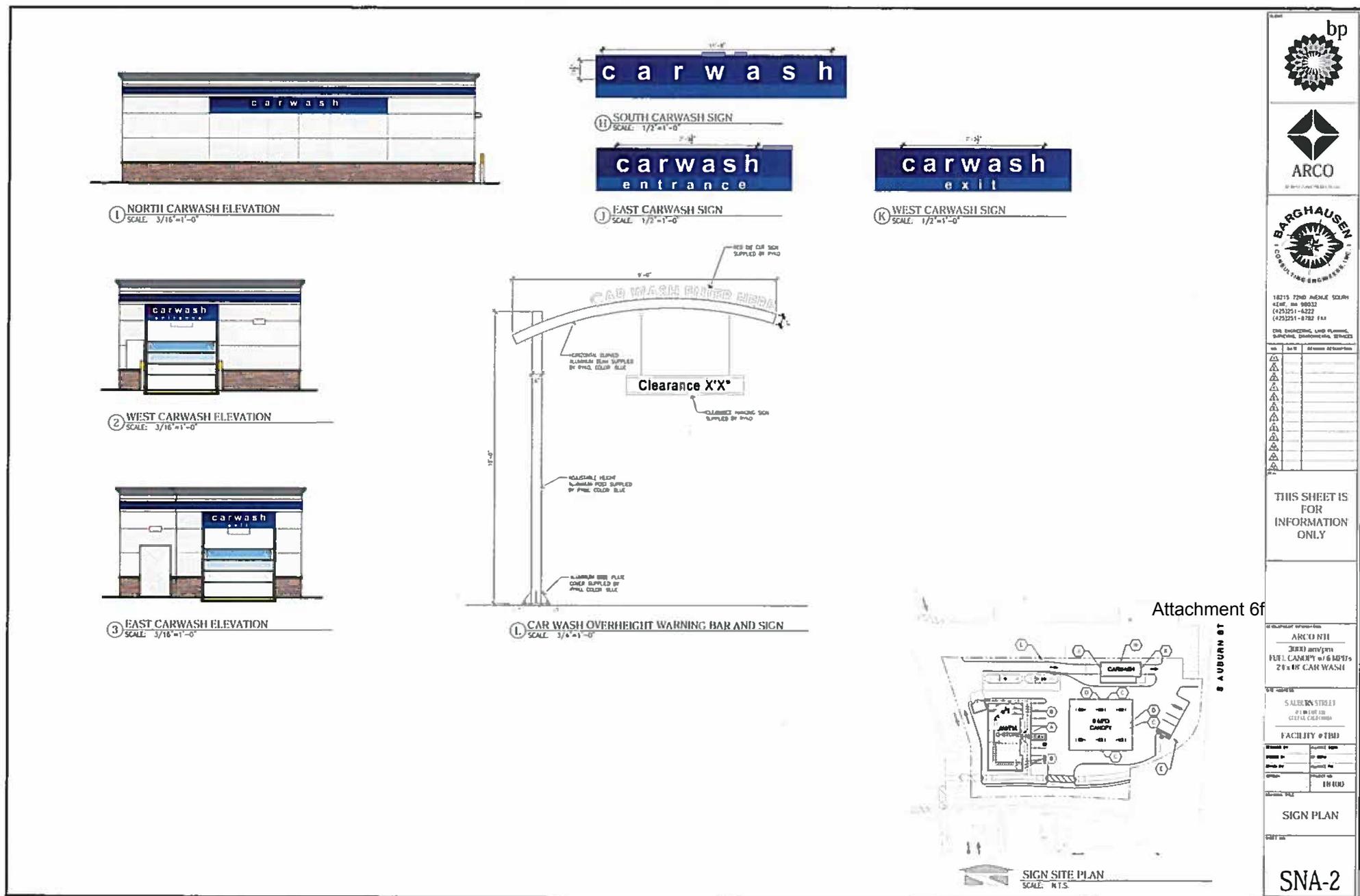
ACCOUNT
300000000000
101.1 CASH/CD/6 MONTHS
21.00% CAR WASH

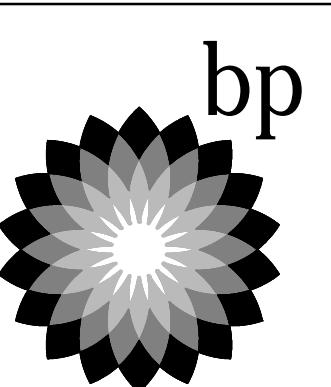
FACILITY #1000
OWNER: BARGHAUSEN CONSTRUCTION
ADDRESS: 1000 BROADWAY
CITY: NEW YORK
STATE: NEW YORK
ZIP: 10001
PHONE: 212-555-1234

NOTES
CAR WASH
COLOR ELEVATIONS









18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX

CIV. ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

NO. DATE REVISION DESCRIPTION

THIS SHEET IS
FOR
INFORMATION
ONLY

DEVELOPMENT INFORMATION:
ARCO NTI
3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:
S AUBURN STREET
@ I-80 EXIT 135
COLFAX, CALIFORNIA

FACILITY #TBD

DESIGNED BY: ALLIANCE Z&M:
CHECKED BY: BP REPM:
DRAWN BY: ALLIANCE PM:
VERSION: PROJECT NO: 18400

DRAWING TITLE:

CONSTRUCTION
FLOOR PLAN

SHEET NO:

A1.1

GENERAL NOTES

- A. ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
- B. ALL DENOTED DIMENSIONS ARE TO BE USED. PLANS SHALL NOT BE SCALED.
- C. EXTERIOR WALLS ARE 2x6, INTERIOR WALLS 2x4 UNO. SEE STRUCTURAL PLANS FOR FRAMING REQUIREMENTS.
- D. SEE PLUMBING PLANS FOR DIMENSIONS TO PLUMBING FIXTURES.
- E. REFER TO SHEET Q1.1 FOR EQUIPMENT SCHEDULE.
- F. REFER TO SHEET Q2.1 FOR EQUIPMENT SCHEDULE.
- G. ALL EQUIPMENT SHALL MEET ACCESSIBILITY REACH RANGE REQUIREMENTS.
- H. PROVIDE PLASTIC CORNER GUARDS AT EDGES BELOW 6'-0".
- I. ALL COUNTERTOPS SHALL BE MAX. 34" A.F.F. WITH A 3-FOOT WIDE TRANSACTION AREA AT CASHIER. CONTRACTOR SHALL COORDINATE WORK WITH CABINET INSTALLER FOR CABINET INSTALLATION. CONTRACTOR TO ROUTE UTILITIES THROUGH CABINETS. CONTACT CABINET INSTALLER FOR SITE SPECIFIC CABINET SHOP DRAWINGS.
- J. 4" HIGH BACKSPASH AT ALL COUNTERTOPS THAT TERMINATE AT WALL. BACKSPASH TO MATCH COUNTERTOP MATERIAL.
- K. THE CONTRACTOR SHALL ASSIST STORE PERSONNEL BY ASSEMBLING MERCHANDISE GONDOLAS AND SHELVING AS SHOWN ON Q1.1.
- L. ALL EQUIPMENT AND CABINETS SHALL BE FREE OF SHARP EDGES. CONTACT MANUFACTURER OR PREP EDGES FOR SAFETY.
- M. CONTRACTOR SHALL ROUTE ALL CONDENSATE DRAIN LINES TO FLOOR SINKS.
- N. CONTRACTOR SHALL INSTALL NEW PARTITIONS/WALLS WITH GYPSUM WALL BOARD AND FINISHES AS NOTED ON FINISH SCHEDULE AND INTERIOR ELEVATIONS ON SHEET A.3 THRU A.2.6. ALL PARTITIONS/WALLS SHALL BE BRACED FOR LATERAL FORCES, PER BUILDING CODE REQUIREMENTS.
- O. FLAME SPREAD CLASSIFICATIONS FOR INTERIOR WALLS SHALL COMPLY WITH LOCAL CODES.
- P. FIRE EXTINGUISHERS (2A:10BC) SHALL BE INSTALLED AT SALES COUNTER, BACK ROOM, OFFICE, & FUEL CANOPY LOCATIONS IF NOT SHOWN ELSEWHERE ON THESE DRAWINGS. VERIFY WITH OWNER FOR DETAILS, CONFIRM FINAL DETAILS WITH LOCAL FIRE INSPECTOR.
- Q. CONTRACTOR SHALL ASSIST THE OWNER WITH STORE EQUIPMENT TO PREPARE A DELIVERY STAGING AREA. COORDINATE WITH OWNER FOR THE DELIVERY SCHEDULE AND SHIPPING DAMAGES, AS APPLICABLE.
- R. CONTRACTOR SHALL PROVIDE A CLEAN, SMOOTH SURFACE FOR GRAPHICS INSTALLATION.
- S. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR FROM CABINET AND EQUIPMENT CLEARANCES PRIOR TO WALL ERECTION. DISCREPANCIES SHALL BE DIRECTED TO OWNER.
- U. WATER HEATERS SHALL BE CAPABLE OF DELIVERING MIN. 120° WATER TO ALL SINKS.
- V. ALL FLOOR/WALL TILE AND COVE BASE SHALL BE INSTALLED BY THE GENERAL CONTRACTOR ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
- W. ALL DOORS MUST HAVE NO MORE THAN 5 LBS OPENING FORCE AND MUST HAVE A SWEEP PERIOD OF 3 SECONDS TO CLOSE FROM 70° OPEN TO 3° FROM THE LATCH.
- W. CARBONATOR BACK-FLOW PREVENTOR DRAIN LINE OUTLET SHALL BE TO NEW FLOOR SINK PROVIDED FOR THIS AREA.

KEYED NOTES

- 1 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM, REFER TO SHEET A.5.1 & SPECIFICATION.
- 2 INSTALL 6" PVC CHASE FOR FOUNTAIN SYRUP LINES.
- 3 FLOOR RECEPTACLES, REFER TO ELECTRICAL PLANS.
- 4 ROOF LADDER PER DETAIL 7/A.4.1
- 5 1" MINIMUM AIR GAP AT PREFABRICATED COOLER/FREEZER
- 6 DEPRESSED SLAB, REFER TO SLAB PLAN.
- 7 LINE OF CANOPY ABOVE
- 8 DOUBLE SWING METAL GATE PROVIDED BY SHOP CO
- 9 THRESHOLD, REFER TO DOOR SCHEDULE ON SHEET A.5.1
- 10 LINE OF SOFFIT ABOVE
- 11 LINE OF CLERESTORY CEILING OPENING, REFER TO WINDOW SCHEDULE ON SHEET A.5.1
- 12 WALL SIGNS
- 13 TRANSITION STRIP
- 14 STEEL COLUMNS UNDER WINDOW SILL FOR STOREFRONT PROTECTION, REFER TO STRUCTURAL PLANS FOR SIZE AND LOCATION.
- 15 ROOF DRAIN AND OVERFLOW, REFER TO CIVIL PLANS FOR CONTINUATION
- 16 CANOPY DOWNSPOUT, REFER TO CIVIL PLANS FOR CONTINUATION
- 17 FUTURE SOLAR EQUIPMENT
- 18 CO2 SAFETY MONITORING EQUIPMENT, REFER TO SHEETS Q1.1 AND Q2.1 FOR LOCATION AND SPECIFICATION
- 19 RECESSED STAINLESS STEEL FILL BOX WITH QUICK-DISCONNECT MALE FILL AND VENT HOSE CONNECTION FOR CO2 TANK

LEGEND

- WOOD FRAMED WALL
- PREFABRICATED COOLER/FREEZER WALL
- 1 2x6 STUDS @ 16"o.c.
- 1A 2x6 STUDS @ 16"o.c. W/ THERMAL INSULATION
- 2 2x4 STUDS @ 16"o.c.
- 2A 2x4 STUDS @ 16"o.c. W/ SOUND BATT INSULATION
- (X) DOOR SYMBOL, REFER TO SHEET A.5.1 FOR DETAILS
- (W) WINDOW SYMBOL, REFER TO SHEET A.5.1 FOR DETAILS

ROOM FINISH SCHEDULE

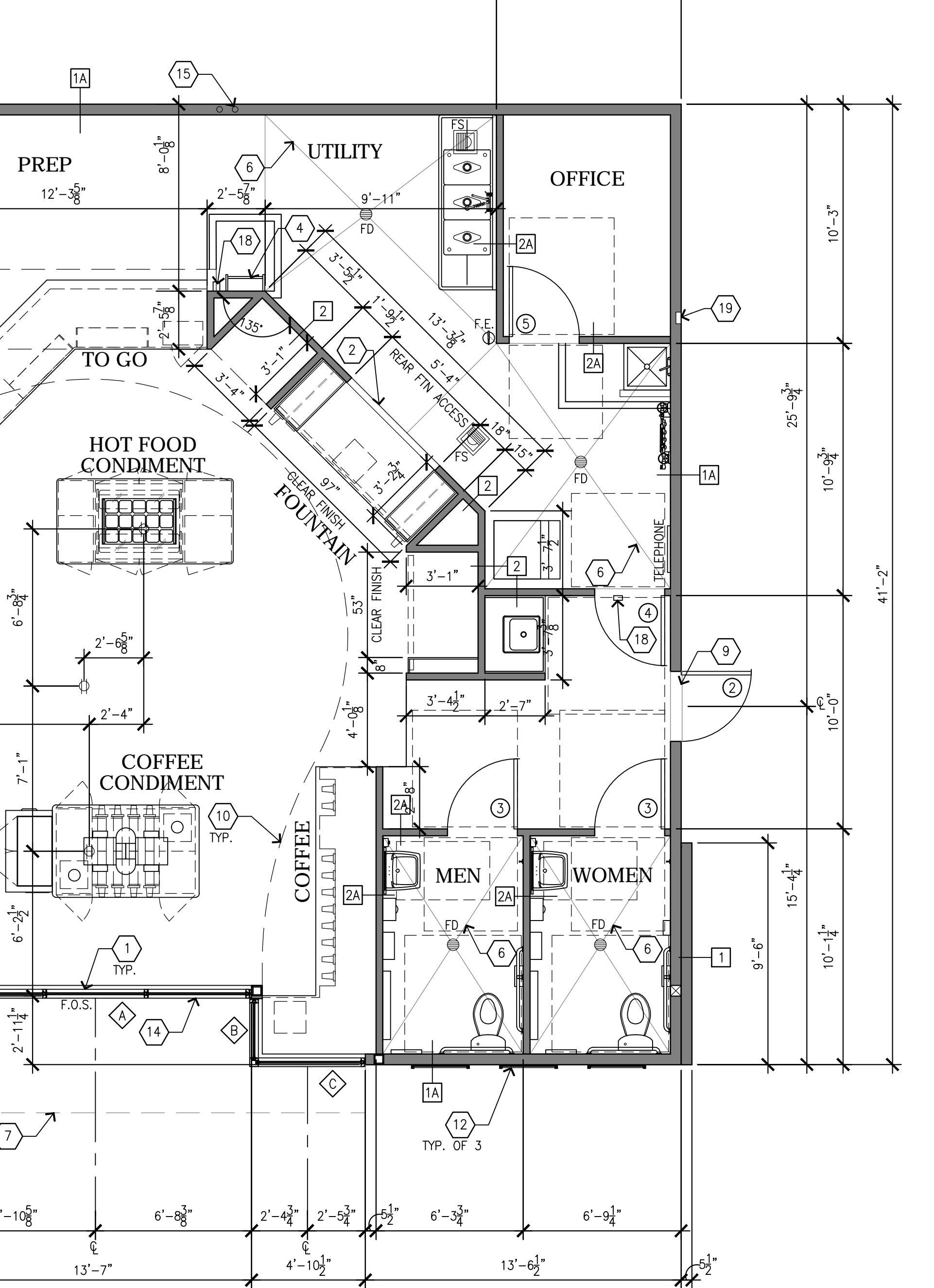
INTERIOR FINISHES	SALES	CASHIER	RESTROOMS	OFFICE	PREP/UTILITY	WALK-IN
FLOOR	GLAZED PORCELAIN TILE REFER TO FINISH CALLOUT ON A.1.2.			QUARRY TILE REFER TO FINISH CALLOUT ON A.1.2.		CLEAR CONCRETE SEALER REFER TO FINISH CALLOUT ON A.1.2.
BASE	CERAMIC SANITARY COVE BASE REFER TO FINISH CALLOUT ON A.1.2.		PORCELAIN COVE BASE REFER TO FINISH CALLOUT ON A.1.2.	QUARRY SANITARY COVE BASE. REFER TO FINISH CALLOUT ON A.1.2.		INTEGRAL METAL COVE BASE WITH 3/8" RADIUS, BY COOLER MFR. REFER TO SPECIFICATION ON Q1.2.
WALLS	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON SHEET A.2.3 - A.2.6.		WALL TILE OVER 5/8" WATER RESISTANT GYPSUM BOARD. REFER TO CALLOUT ON A.2.6.	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON A.2.6.	WALL TILE AND FRP OVER 5/8" WATER RESISTANT GYPSUM BOARD. REFER TO CALLOUT ON A.2.5.	STUCCO-GALVALUM. BY COOLER MFR. REFER TO SPECIFICATION ON Q1.2.
FASCIA/SOFFIT	FASCIA PAINTED SMOOTH FINISH 1/2" GYPSUM BOARD. REFER TO CALLOUT ON A.2.3 & A.2.4. SOFT PAINTED SMOOTH FINISH 5/8" WATER RESISTANT GYPSUM BOARD. REFER TO CALLOUT ON A.1.3.		NOT APPLICABLE			
CEILING	PAINTED PLYWOOD AND OPEN WEB TRUSSES. REFER TO CALLOUT ON A.1.3.	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON A.1.3.	PAINTED SMOOTH FINISH 5/8" WATER RESISTANT GYPSUM BOARD. REFER TO CALLOUT ON A.1.3.	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON A.1.3.	WASHABLE SUSPENDED WHITE CEILING TILE REFER TO CALLOUT ON A.1.3.	STUCCO-GALVALUM. BY COOLER MFR. REFER TO CALLOUT ON Q1.2 AND A.1.3.

OCCUPANCY LOAD

SALES - 1,837 S.F. (1837/60)	= 31
OFFICE - 68 S.F. (68/100)	= 1
RESTROOMS - 112 S.F. (EXEMPT)	= 0
PREP/UTILITY - 403 S.F. (403/200)	= 3
COOLER/FREEZER - 533 S.F. (533/300)	= 2
TOTAL (NET): 2,953 S.F.	= 37 OCCUPANTS
TOTAL (GROSS): 3,054 S.F.	

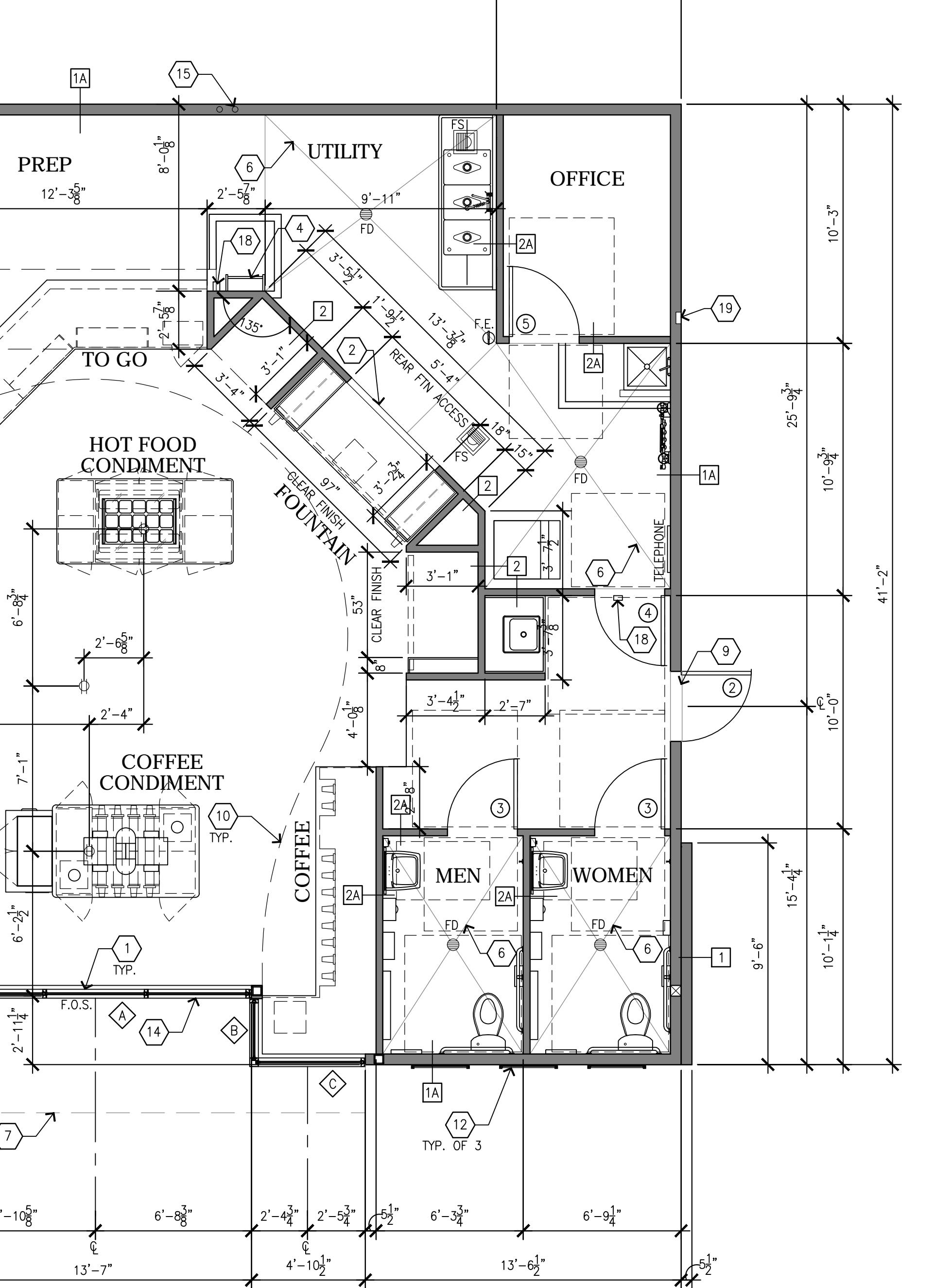
*COOLER IS A NON OCCUPIABLE SPACE PER SECTION 202 DEFINITION
OF AN OCCUPIABLE SPACE.

EXITS REQUIRED: 2
EXITS PROVIDED: 2



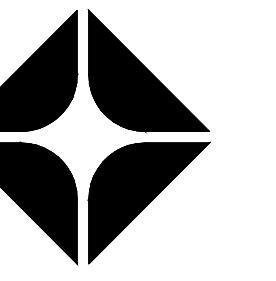
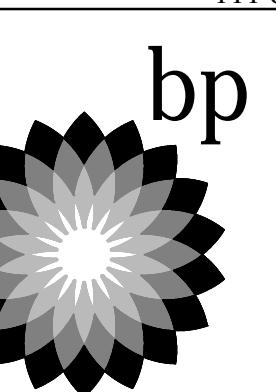
CONSTRUCTION FLOOR PLAN

- SCALE: 1/4"=1'-0"



CONSTRUCTION FLOOR PLAN

- SCALE: 1/4"=1'-0"



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CIVIL ENGINEERING, LAND PLANNING,
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THIS SHEET IS
FOR
INFORMATION
ONLY

DEVELOPMENT INFORMATION:
ARCO NTI
3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:
S AUBURN STREET
@ I-80 EXIT 135
COLFAX, CALIFORNIA

FACILITY # TBD

DESIGNED BY: ALLIANCE Z&M:
CHECKED BY: BP REPM:
DRAWN BY: ALLIANCE PM:
VERSION: PROJECT NO:
- 18400

DRAWING TITLE: ROOF
PLAN

SHEET NO:

GENERAL NOTES

- REFER TO SPECIFICATION SHEETS A7.3 & A7.4 FOR ROOF SYSTEM, INCLUDING GUARANTEES, CURBS, FLASHING, AND ETC.
- REFER TO ROOFING MANUFACTURERS WRITTEN INSTRUCTIONS AND DETAILS FOR ROOFING SYSTEM INSTALLATION. CONTRACTOR TO PROVIDE COMPLETE ROOFING PACKAGE PER MANUFACTURERS RECOMMENDATIONS.
- ROOF ASSEMBLY SHALL COMPLY WITH U.L. I-90 AND FM CLASS "B" RATINGS INCLUDING COPING, FLASHING, PARAPET WALL, AND ROOF SYSTEM.
- DO NOT STOCKPILE EQUIPMENT OR MATERIALS ON THE ROOF STRUCTURE, UNLESS APPROVED IN WRITING BY THE ARCHITECT, STRUCTURAL ENGINEER, AND THE TRUSS MANUFACTURER.
- FOR EQUIPMENT COMPRESSOR & CONDENSER REFER TO EQUIPMENT PLAN ON SHEET 01.1 AND EQUIPMENT SCHEDULE ON SHEET Q2.1.
- GENERAL CONTRACTOR IS TO PROVIDE TEMPORARY CONSTRUCTION PERIMETER GUARDRAIL TO COMPLY WITH CODE OF FEDERAL REGULATIONS 29 CFT 1926, SUBPART M (OSHA). GUARDRAIL TO BE 42" HEIGHT AND BE ABLE TO WITHSTAND 200 POUNDS AT TOP EDGE.
- REFER TO MECHANICAL PLANS FOR VENT PIPE PENETRATION AND CURB DETAILS. ALL ROOF PENETRATIONS SHALL BE THROUGH THE CURBS, UNLESS NOTED OTHERWISE.
- PARAPET ADJACENT TO MECHANICAL EQUIPMENT / ROOF ACCESS TO BE MINIMUM 42" HIGH WHEN WITHIN 10 FEET OF ROOF EDGE.

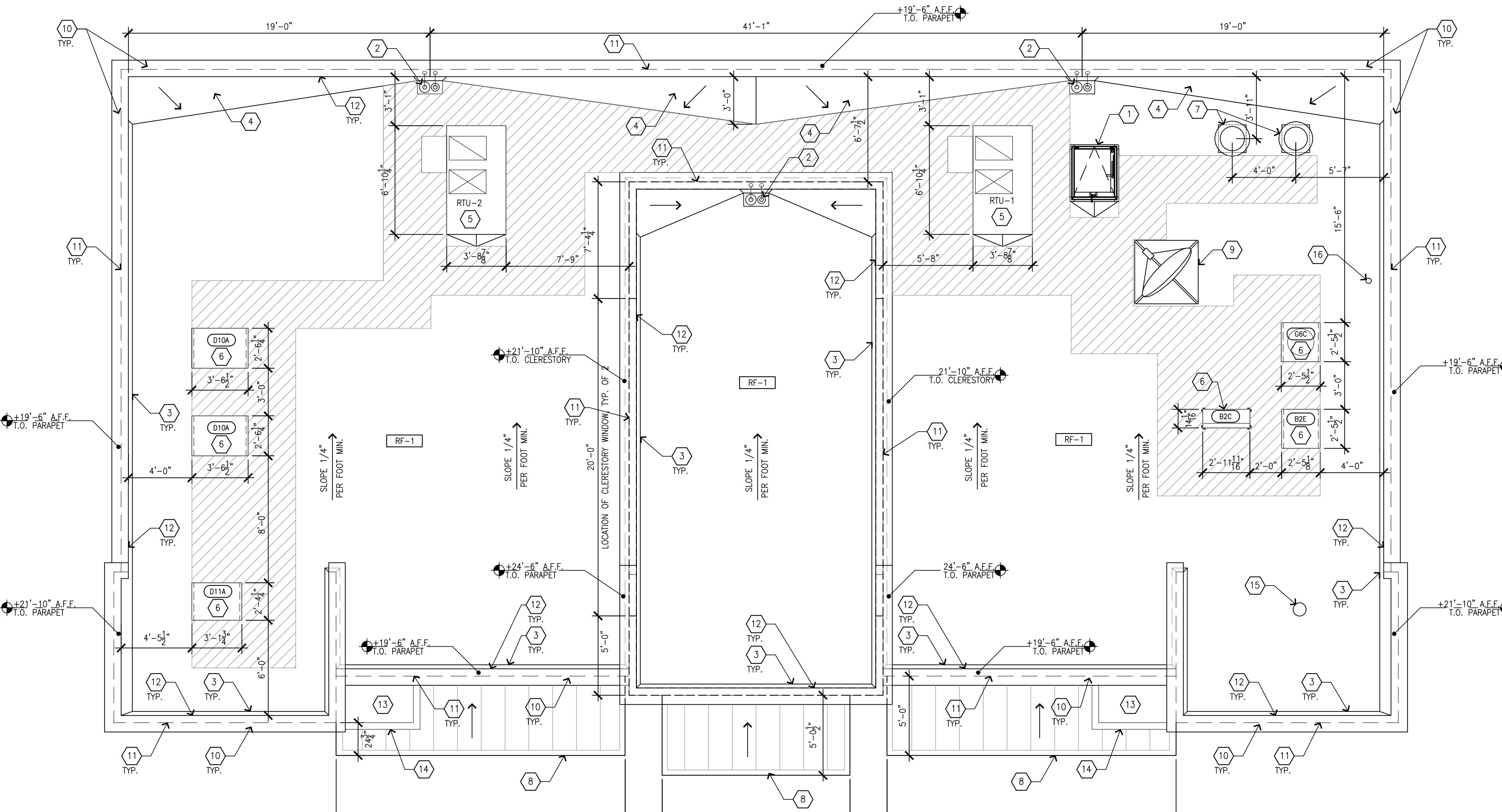
KEYED NOTES

- 1 ROOF HATCH PER DETAIL 7/A4.1
- 2 ROOF DRAIN AND OVERFLOW, REFER TO PLUMBING PLANS
- 3 CANT STRIP PER DETAIL 8/A4.1
- 4 TAPERED INSULATION CRICKET
- 5 ROOFTOP UNIT, REFER TO MECHANICAL PLANS.
- 6 CONDENSER, REFER TO EQUIPMENT AND ELECTRICAL PLAN
- 7 EXHAUST FAN, REFER TO MECHANICAL PLANS
- 8 STEEL CANOPY BELOW, REFER TO SHEET A1.3 FOR DOWNSPOUT LOCATION
- 9 SATELLITE ON BALLASTED CURB
- 10 SHOP FORMED PRE-FINISHED METAL COPING, REFER TO DETAIL 1/A4.1
- 11 FACE OF EXTERIOR WALL BELOW
- 12 FACE OF PARAPET WALL
- 13 METAL LID FLASHING
- 14 STEEL CANOPY GUTTER, REFER TO SHEET A1.3 FOR DOWNSPOUT LOCATION
- 15 ROOF JACK, REFER TO MECHANICAL PLANS.
- 16 GAS WATER HEATER FLUE, REFER TO MECHANICAL PLANS.

ROOFING

RF-1 TPO ROOFING MEMBRANE WITH PROTECTION BOARD AND RIGID INSULATION. REFER TO SPECIFICATIONS

EQUIPMENT MAINTENANCE PATH



01 ROOF PLAN

SCALE: 1/4" = 1'-0"

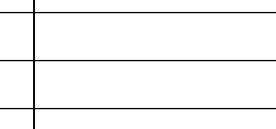


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CLERESTORY DESIGNER NOTE:
SUN EXPOSURE SHOULD BE CONSIDERED FOR WINDOW USE AT
CLERESTORY. IN TEMPERATE CLIMATE AVOID SOUTH AND WEST EXPOSURE
OR ADD SHADING OR LOW E GLAZING



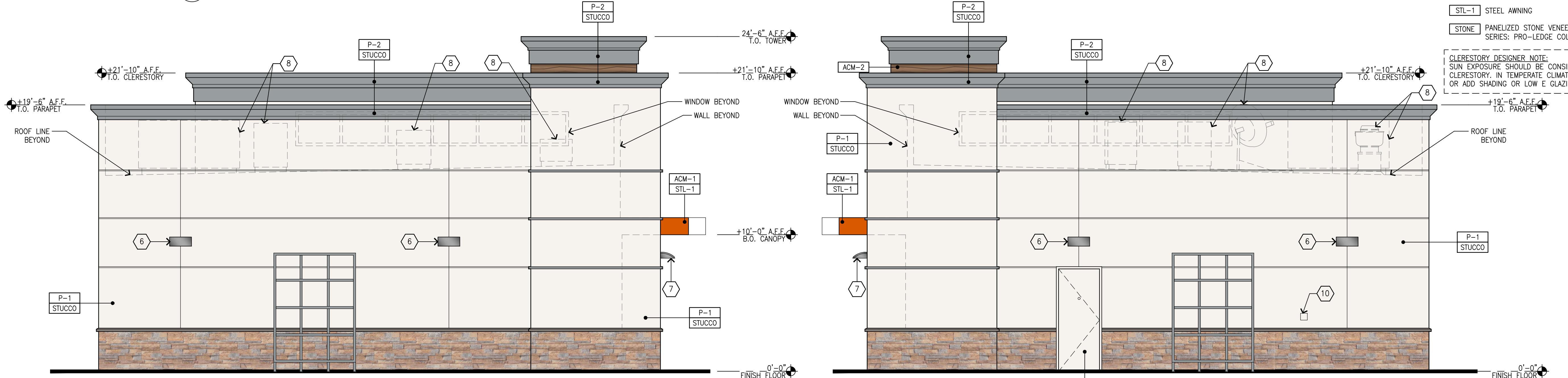
NOT FOR CONSTRUCTION

THIS SHEET IS
FOR
INFORMATION
ONLY



01 FRONT ELEVATION

SCALE: 1/4"=1'-0"

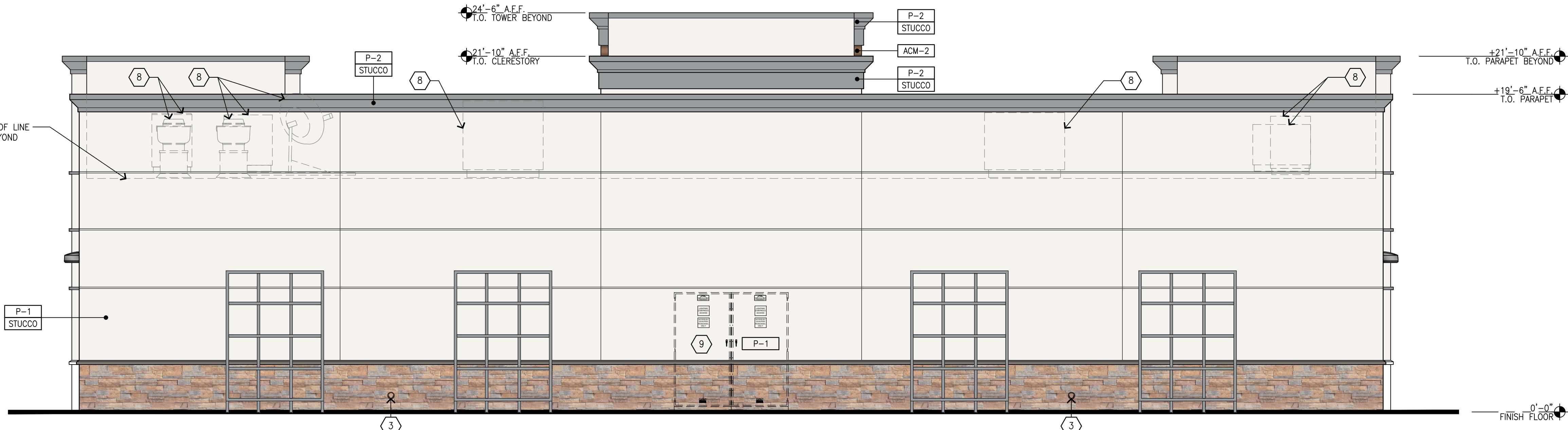


02 LEFT ELEVATION

SCALE: 1/4"=1'-0"

03 RIGHT ELEVATION

SCALE: 1/4"=1'-0"



04 REAR ELEVATION

SCALE: 1/4"=1'-0"

GENERAL NOTES

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE TO ELEVATIONS.

KEYED NOTES

- 1 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM, REFER TO SHEET A.5.1 & SPECIFICATION.
- 2 STEEL AWNING ROD AND CLEVIS
- 3 OVERFLOW DRAIN
- 4 WALL POSTER
- 5 INTERNALLY ILLUMINATED SURFACE MOUNTED WALL SIGN
- 6 WALL MOUNTED LED FIXTURE
- 7 WALL MOUNTED SIGN LIGHTING
- 8 ROOFTOP EQUIPMENT BEYOND
- 9 MAIN SWITCHGEAR
- 10 CO2 FILL VENT BOX, VERIFY LOCATION PRIOR TO INSTALLATION

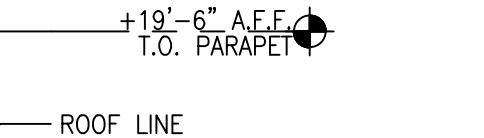
COLOR LEGEND

- P-1 BENJAMIN MOORE, OC-69, "WHITE OPULENCE"
- P-2 BENJAMIN MOORE, 2121-30, "PEWTER", HIGH GLOSS

MATERIAL LEGEND

- STUCCO $\frac{3}{8}$ " CEMENT PLASTER, INSTALLED PER MFG. SPECIFICATIONS; TEXTURE: FINE SAND FINISH
- ACM-1 ALUMINUM COMPOSITE MATERIAL, PANTONE PMS 166c, "ORANGE"
- ACM-2 ALUMINUM COMPOSITE MATERIAL, ALUCOBOND, "RUSTIC WALNUT"
- ALUM CLEAR ANODIZED ALUMINUM
- STL-1 STEEL AWNING
- STONE PANELIZED STONE VENEER MFR: CORONADO, SERIES: PRO-LEDGE COLOR: "ALASKAN SUNSET"

CLERESTORY DESIGNER NOTE:
SUN EXPOSURE SHOULD BE CONSIDERED FOR WINDOW USE AT
CLERESTORY. IN TEMPERATE CLIMATE AVOID SOUTH AND WEST EXPOSURE
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COLOR LEGEND

- P-1 BENJAMIN MOORE, OC-69, "WHITE OPULENCE"
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MATERIAL LEGEND

- ACM-1 ALUMINUM COMPOSITE MATERIAL, PANTONE PMS 166c, "ORANGE"
- ACM-2 ALUMINUM COMPOSITE MATERIAL, ALUCOBOND, "RUSTIC WALNUT"
- STONE PANELIZED STONE VENEER MFR: CORONADO, SERIES: PRO-LEDGE COLOR: "ALASKAN SUNSET"

DEVELOPMENT INFORMATION:
ARCO NTI
3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

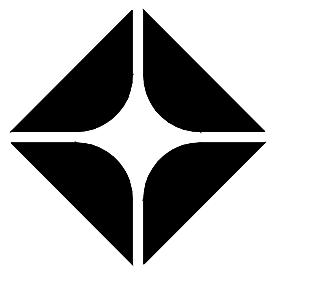
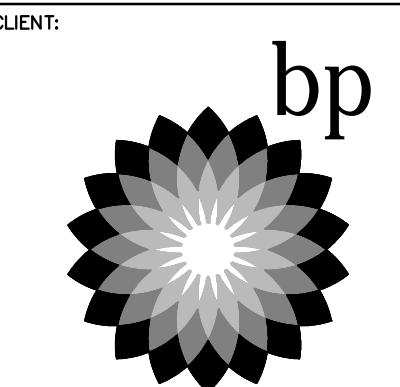
SITE ADDRESS:
S AUBURN STREET
@ I-80 EXIT 135
COLFAX, CALIFORNIA

FACILITY # TBD

DESIGNED BY: ALLIANCE Z&M:
CHECKED BY: BP REPM:
DRAWN BY: ALLIANCE PM:
VERSION: PROJECT NO: 18400
DRAWING TITLE: COLOR ELEVATIONS

SHEET NO:

A2.1



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SEAL:

NOT FOR CONSTRUCTION

GENERAL NOTES

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE TO ELEVATIONS.

KEYED NOTES

- 1 1" REVEAL
- 2 VINYL LETTERS APPLIED TO ACM
- 3 VINYL DECAL APPLIED TO ACM
- 4 "NO ENTRY" SIGN
- 5 OVERHEAD CLEARANCE BAR
- 6 WALL MOUNTED LED FIXTURE
- 7 6" ROUND CONCRETE FILLED BOLLARD, REFER TO DETAIL 5/CWA4.2
- 8 METAL DOOR & FRAME
- 9 INSTRUCTIONAL SIGN PANEL
- 10 VINYL ROLL UP DOOR, COLOR: BEIGE, REFER TO SHEET CWQ1.1
- 11 WATER BOLLARD

OPTIONAL

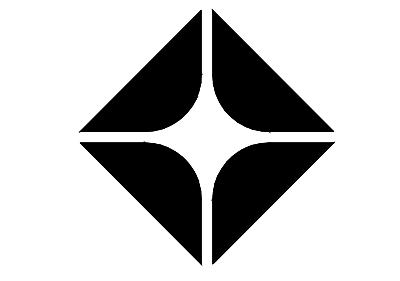
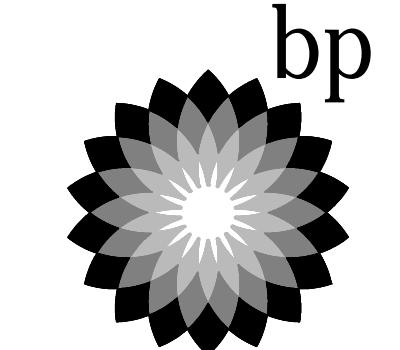
COLOR LEGEND

- P-1 BENJAMIN MOORE, OC-69, "WHITE OPULENCE"
- P-2 BENJAMIN MOORE, 2121-30, "PEWTER", HIGH GLOSS
- P-14 BP PEARL - BENJAMIN MOORE, OC-8, "ELEPHANT TUSK"
- P-15 BP YELLOW - BENJAMIN MOORE, 2022-10, "YELLOW"

MATERIAL LEGEND

- STUCCO $\frac{1}{8}$ " CEMENT PLASTER, INSTALLED PER MFG. SPECIFICATIONS; TEXTURE: FINE SAND FINISH
- ACM ALUMINUM COMPOSITE MATERIAL
- STONE PANELIZED STONE VENEER (PROTOTYPE OPTION), MFR: CORONADO, SERIES: PRO-LEDGE COLOR: "ALASKAN SUNSET"

CLIENT:



DEVELOPMENT INFORMATION:
ARCO NTI
3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:
S AUBURN STREET
@ I-80 EXIT 135
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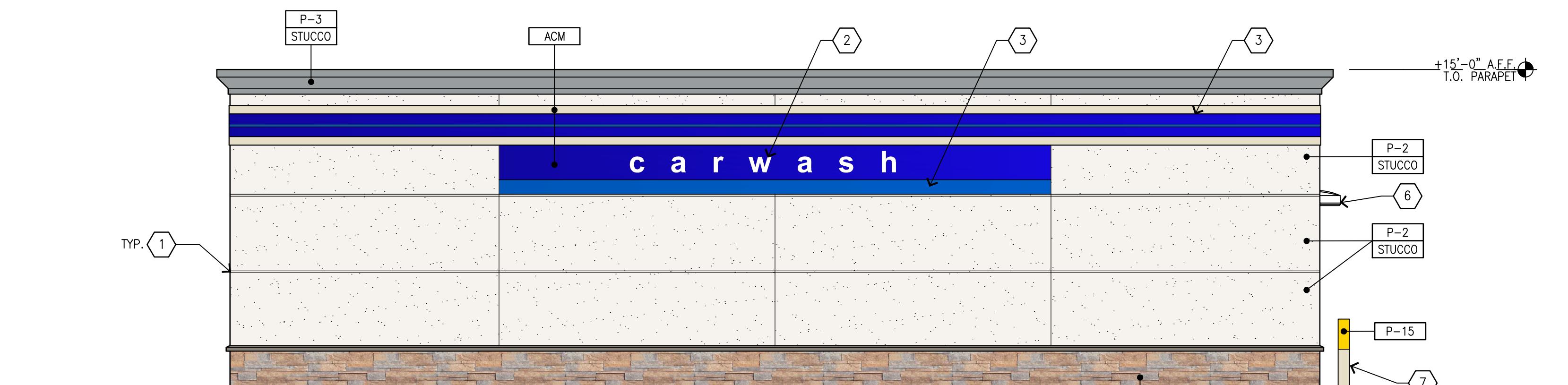
DESIGNED BY: ALLIANCE Z&DM:
CHECKED BY: BP REPM:
DRAWN BY: ALLIANCE PM:
VERSION: PROJECT NO:
- 18400

DRAWING TITLE:

CAR WASH
COLOR ELEVATIONS

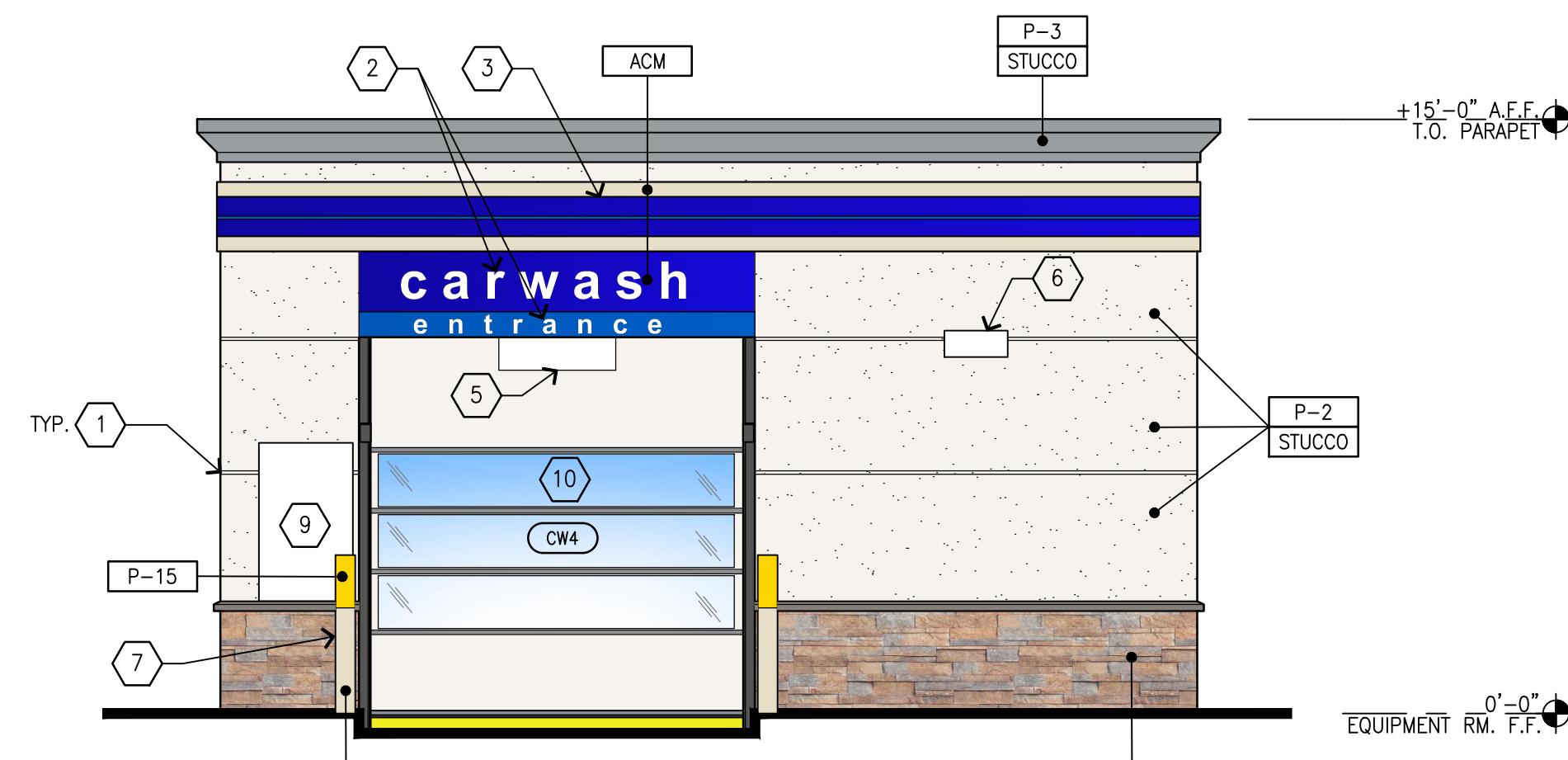
SHEET NO:

CWA2.1



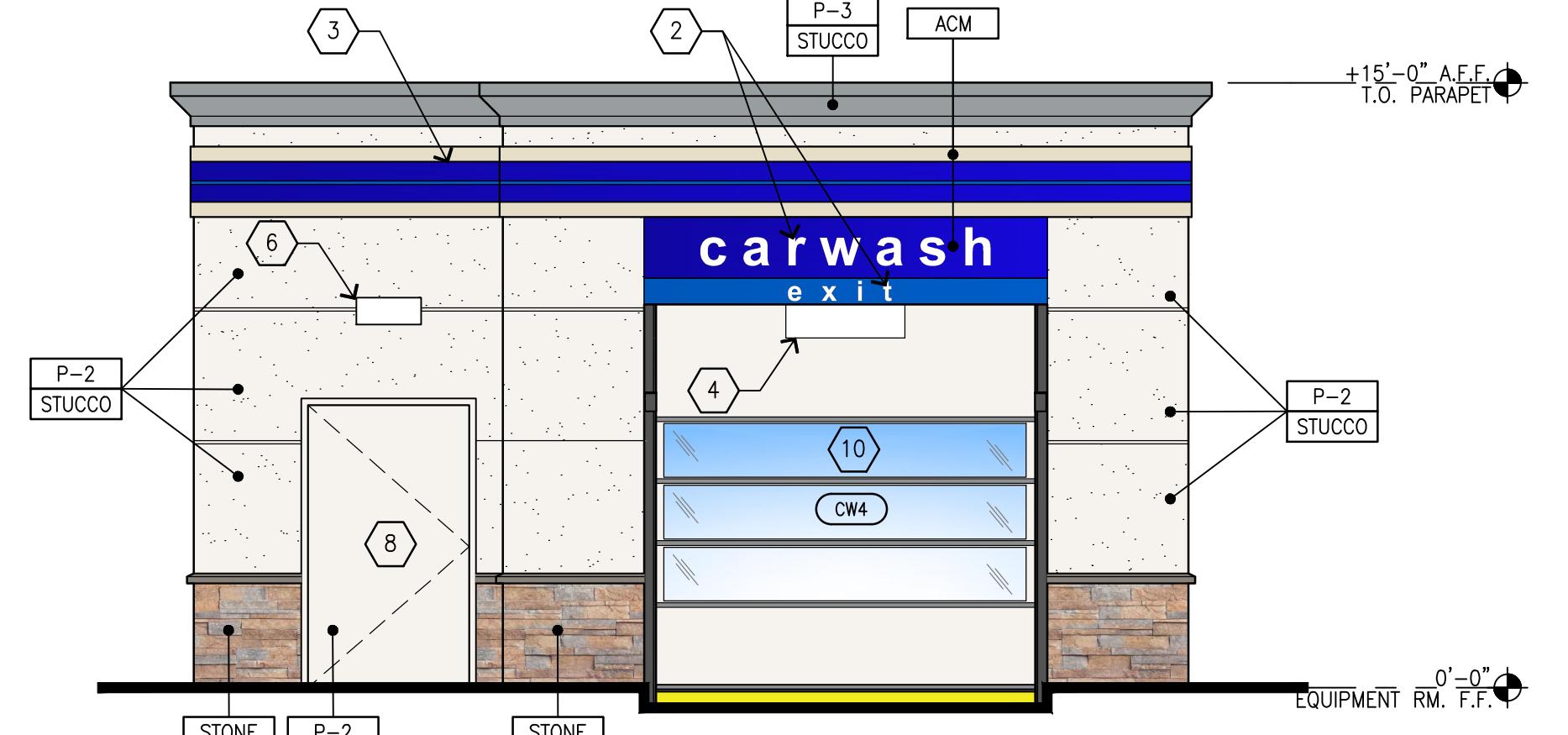
01 RIGHT ELEVATION

— SCALE: 1/4"=1'-0"



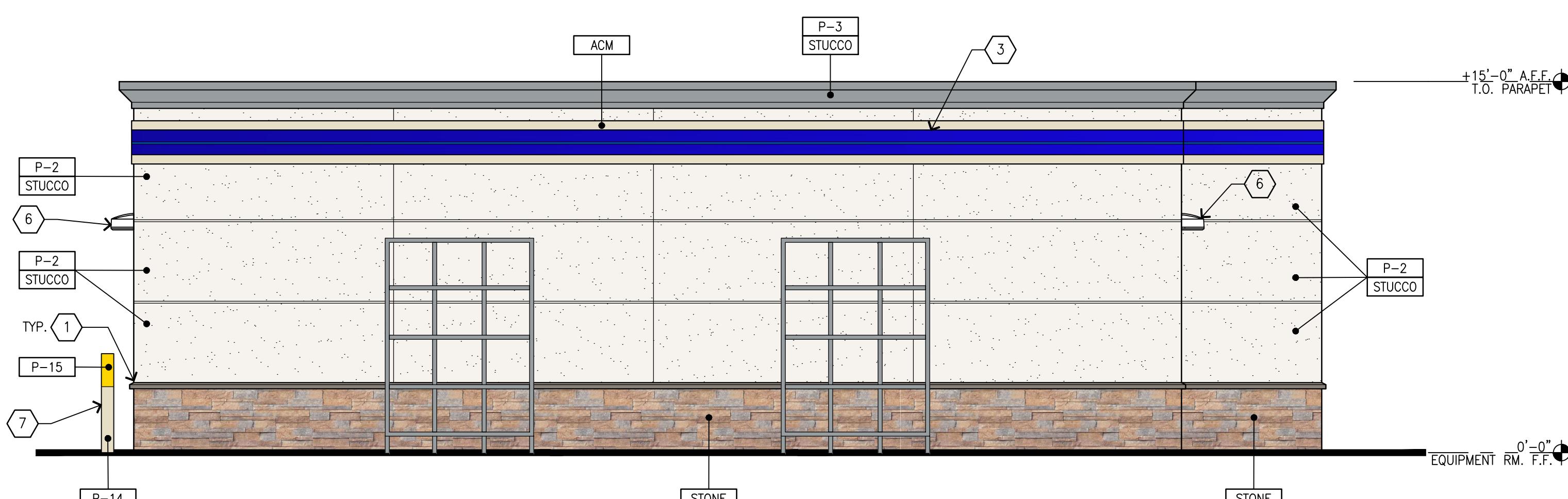
02 FRONT ELEVATION

— SCALE: 1/4"=1'-0"



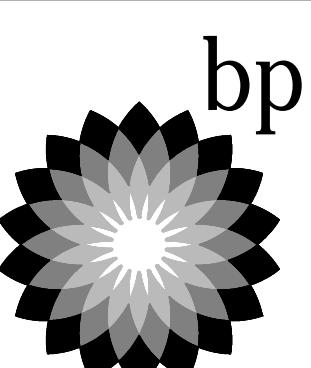
03 REAR ELEVATION

— SCALE: 1/4"=1'-0"



04 LEFT ELEVATION

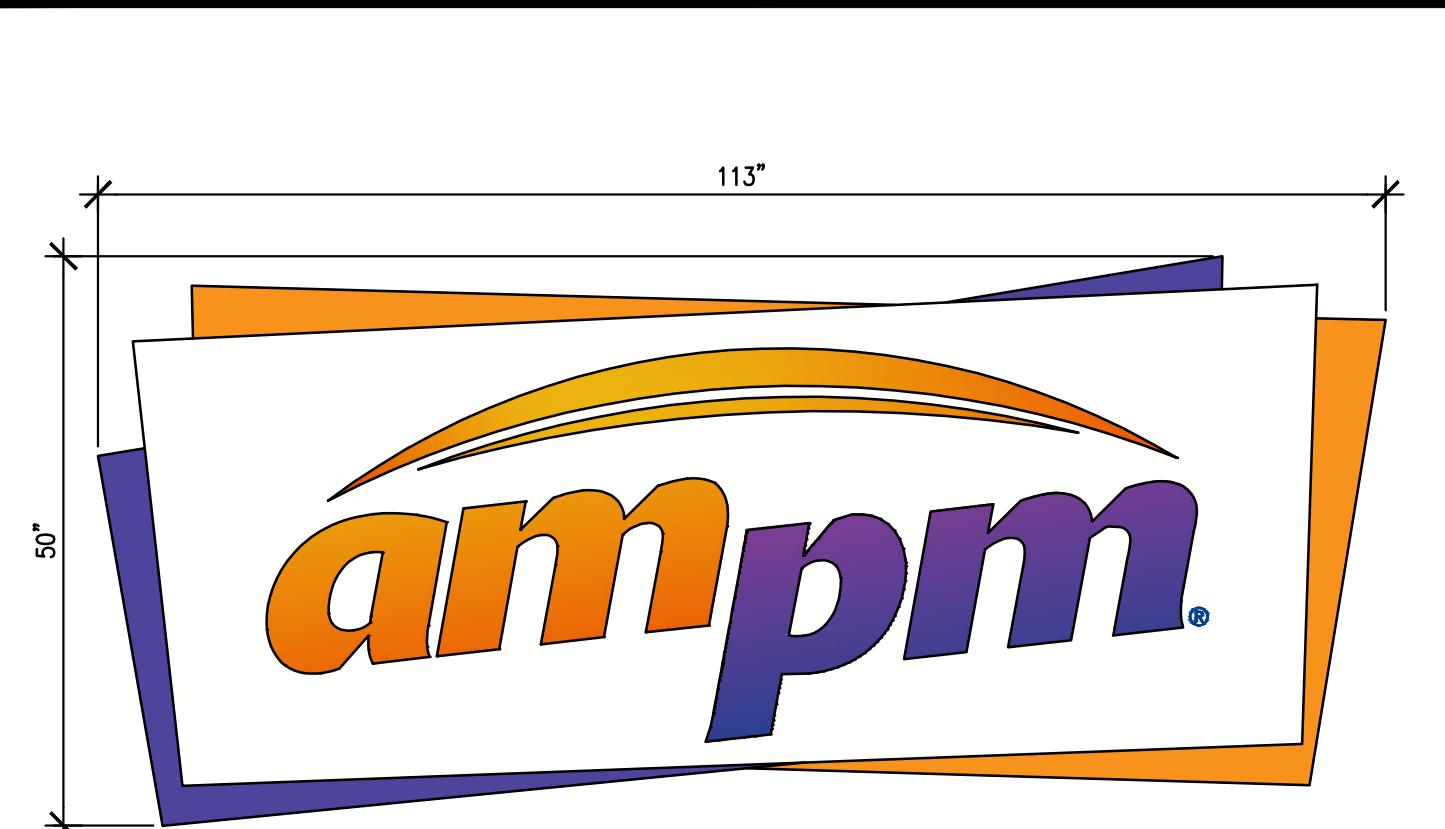
— SCALE: 1/4"=1'-0"



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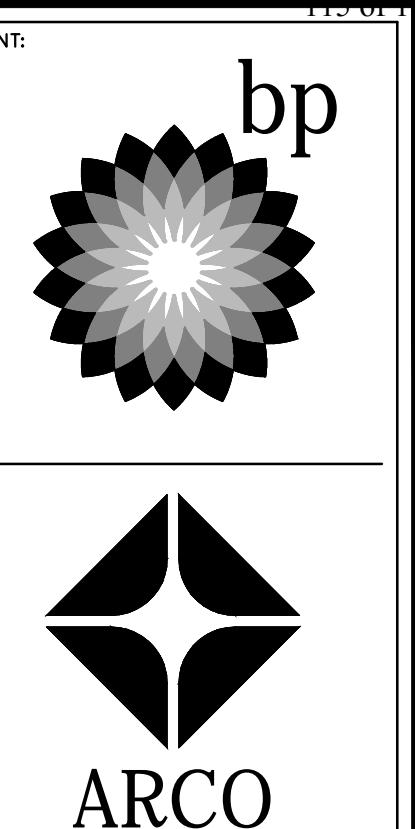


A AM/PM SIGNAGE
SCALE: NTS

32.1 S.F. TOTAL



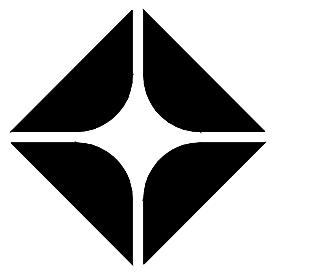
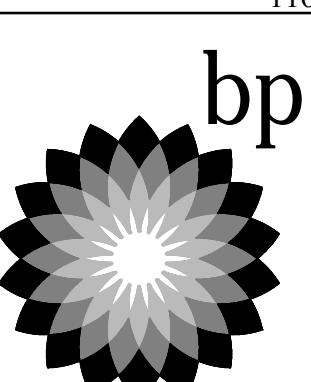
SITE SIGNAGE TABLE			
KEY	SIGN	QTY.	AREA
A	AM/PM SIGNAGE CABINET (32.1 sf ea.)	1	32.1 sf
B	POP SIGN (8.33 sf)	6	50.0 sf
C	CANOPY "ARCO" CHANNEL LETTERS (10 sf ea.)	2	20.0 sf
D	CANOPY SIGN (SPARK) (7.1 sf ea.)	3	21.3 sf
E	MAIN I.D. SIGN/PRICE SIGN (TWO FACES)	1	
H	MAIN CARWASH SIGN	1	11.3 sf
J	CARWASH SIGN	1	6.9 sf
K	CARWASH SIGN	1	6.9 sf
			TOTAL:



18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX

CIV. ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

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City of Colfax

City Council

Resolution № 69-2018

APPROVING THE DESIGN REVIEW FOR THE ARCO SERVICE STATION AT THE MAIDU VILLAGE DEVELOPMENT PROJECT

WHEREAS, City of Colfax received an application for design review to develop an ARCO service station with convenience mart and car wash to be located on Lot 2 of the Maidu Village Development Project, and

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

WHEREAS, the project as approved allows beneficial use to be made of the site for development, preserves and accentuates the natural features of the property, and provides adequate drainage for the project; and

WHEREAS, the project site design as approved provides access, vehicle parking, loading areas, landscaping and irrigation and lighting which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies and objectives set forth in the general plan and the design guidelines established for the CH zone district; and

WHEREAS, the design of the public services, as approved, including, but not limited to trash enclosures and service equipment are located so as not to detract from the appearance of the site, and are screened appropriately and effectively using construction materials, colors and landscaping that are harmonious with the site and the building designs; and

WHEREAS, the use and design of the proposed development conforms with the requirements of the relevant planned development zone district and the requirements of the zoning ordinance; and

WHEREAS, the location, size, design and operating characteristics of the use or development is to be compatible with and will not adversely affect or be materially detrimental to the health, safety, or welfare of persons residing or working in the area, and will not be detrimental or injurious to public or private property or improvements; and

WHEREAS, the proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community; and

WHEREAS, the City prepared an Initial Study consistent with California Environmental Quality Act ("CEQA") Guidelines and determined that a Mitigated Negative Declaration ("MND") was required in order to analyze the potential for significant impacts of the Project; and

WHEREAS, the MND and other environmental documents for the Project that constitute the record of proceedings for the Project are in the custodial location and available for review during normal business hours in the office of the City Clerk, City Hall, 33 S. Main Street, Colfax, CA 95713.

WHEREAS, and the CEQA Mitigations have been included in conjunction with the conditions of approval regarding any Project approval; and

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council finds that the Project qualifies for a Mitigated Negative Declaration and that the City Council adopt the Project Mitigated Negative Declaration, and approve the Design Review for the ARCO Service Station with Convenience Mart and Car Wash located on Lot 2 of the Maidu Village Development Project.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED on this 14th day of November, 2018, by the following roll-call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager

PREPARED By: Laurie Van Groningen, Finance Director

DATE: September 5, 2018

SUBJECT: Mitigation Impact Fees

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$	FROM FUND: N/A
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This Public Hearing was originally posted for October 24, 2018. On October 18, 2018 the Public Hearing was continued to November 14, 2018.

RECOMMENDED ACTION: Conduct a public hearing, review the annual report, consider public and staff comments, accept report and adopt Resolution 70-2018 accepting and approving the Annual AB 1600 Mitigation Fee Report and making findings pursuant to Colfax Municipal Code Chapter 3.56 and the Mitigation Fee Act (Government Code §66000 Et Seq)

SUMMARY:

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

Colfax Municipal Code §3.56.120B requires the City to complete an annual AB1600 Mitigation report and Council to review the annual report at a noticed public hearing. At the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed. The Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed.

BACKGROUND AND ANALYSIS:

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

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

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

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

Public Contact

This report was available at City Hall counter by: October 11, 2018

Notice of Public Hearing was published: Auburn Journal – October 11, 2018

CONCLUSION:

Staff recommends that Council reviews and accepts the report.

ATTACHMENTS:

1. Resolution 70-2018
2. Annual AB1600 Report
3. Mitigation Fee Schedule

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

City of Colfax

City Council

Resolution № 70-2018

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

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

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

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

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

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

WHEREAS, on November 14, 2018, pursuant to notice duly published and posted, the Colfax City Council opened a public hearing for the purpose of (1) reviewing the Mitigation Fee Report and the Mitigation Impact Fees and determining whether the Mitigation Impact Fee amounts continue to be reasonably related to the impact of development, (2) determining whether the described facilities are still needed, (3) determining whether the Mitigation Impact Fees should be revised to include additional projects not previously foreseen as being needed and (4) making other findings required by law; and

WHEREAS, on November 14, 2018, the public hearing was closed after all public comments were received.

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

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

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 14th day of November 2018 by the following vote of the Council:

Ayes:

Noes:

Absent:

Abstain:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

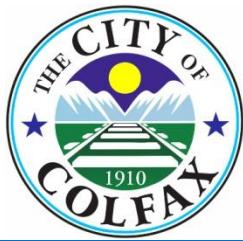
City of Colfax
Annual Report on Mitigation Fees Per Government Code 66000
AB1600 Statement - Fiscal Year 2017-2018

Analysis of Change in Fund Balance

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total
Beginning Balance 07/01/17	\$ 25,215	\$ 3,064	\$ 42,931	\$ 98,313	\$ -	\$ -	\$ 26,759	\$ 2,441	\$ 2,441	\$ 201,164
REVENUE										
Fees Collected	-	-	-	-	-	-	-	-	-	-
Interest Earnings	378	47	663	1,277	-	-	396	38	38	2,837
Other Revenue	-	-	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-	-	-
EXPENDITURES										
Project Expenditures	25,593	-	-	31,165	-	-	5,114	-	-	61,872
Refunds	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-
Revenue Over/(Under) Expenditures	25,593	-	-	31,165	-	-	5,114	-	-	61,872
Ending Balance at 06/30/18	(25,215)	47	663	(29,888)	-	-	(4,718)	38	38	(59,035)
	\$ -	\$ 3,111	\$ 43,594	\$ 68,425	\$ -	\$ -	\$ 22,041	\$ 2,479	\$ 2,479	\$ 142,129

Expenditures by Project

	Roads 210	Drainage 211	Trails 212	Parks & Rec 213	City Building 214	City Vehicle 215	Downtown Parking 217	Recreation Construction 342	Fire Construction 343	Total	Percentage Funded with Mitigation Fees
Project: Economic Revitalization	\$ 1,365									\$ 1,365	100%
Project: Roundabout	\$ 24,228									\$ 24,228	1%
Project: ADA 2018 Improvements				\$ 14,263						\$ 5,114	75%
Project: Park Shade Structure				\$ 16,902						\$ 14,263	75%
Project: Caboose Improvements										\$ 16,902	100%
Project _____										\$ -	\$ -
Total Expenditures by Project	\$ 25,593	\$ -	\$ -	\$ 31,165	\$ -	\$ -	\$ 5,114	\$ -	\$ -	\$ 61,872	



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Amy Feagans, City Planner
DATE: October 29, 2018
SUBJECT: Public Hearing for Site Plan Review and Design Review to develop Whitcomb Avenue Site

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Conduct a public hearing, discuss, and consider adopting Resolution No. 71-2018 approving the Mitigated Negative Declaration and the Application (DRSP-2017-002) Site Plan Review and Design Review for the Whitcomb Avenue property (APN 100-230-013) with an office/shop building and outdoor RV and boat self-storage operation.

PROJECT NOTICE

This hearing has been noticed in accordance with the requirements of California Planning and Zoning Law, Title 17, Chapter 65000, Government Code, as amended.

PROJECT SUMMARY:

Project Title:	Whitcomb Avenue Industrial Building and Outdoor Self Storage
Applicant/Owner:	Gerry LeBudde, Hydros Engineering
Location	End of Whitcomb Avenue adjacent to 158 Whitcomb Avenue
Land Use (existing)	Vacant, areas of the parcel have been recently disked to remove wild fire fuel, there is an existing driveway easement across the uphill property to access the property to west
Surrounding Uses:	
North:	Whitcomb Avenue, vacant parcels
South:	Mink Creek Subdivision
East:	158 Whitcomb Avenue, Office/Industrial Space
West:	Maintenance yard for construction business (Cunningham Excavation)
Assessor Parcel No:	100-230-013
Zoning District:	I - Industrial
General Plan:	I - Industrial

SURROUNDING LAND USES AND SETTING:

The three-acre site is located at the end of Whitcomb Street, off the cul-de-sac. The site is sloped and covered with pines and other trees and shrubs. A portion of the site has been lightly cleared and grubbed for weed abatement/fire protection.

Surrounding uses include the Mink Creek subdivision to the south (approximately seven residential lots back up to the project site; a maintenance yard for heavy equipment to the west; the currently vacant industrial buildings at 158 Whitcomb Avenue to the east, and across Whitcomb Avenue to the north is vacant industrial land that is also part of the Whitcomb Avenue Industrial Park).

PROJECT DESCRIPTION:

The project is proposed to be built in two phases.

- Phase 1 includes development of an office building, shop, and corporation yard for a general engineering firm (Hydros Engineering). With this phase, the project would include an approximately 2,100 square foot modular office building along with a 2,000 square foot shop. This development will occur on the upper portion of the parcel. Phase 1 also includes the development of a 1.5-acre self-storage yard for outdoor storage of boats and RVs.
- Phase 2 would occur three to five years after phase 1 and would expand the shop building to 6,000 square feet with 2,500 square feet of office space and would remove the modular office building.

PROJECT ANALYSIS:**PHASE 1****Office and shop development**

The office building will be located on the upper portion of the site. It will be a 2100 sq. ft. modular structure located at the front of the parcel closest to the cul-de-sac. The shop building will be a 2,000 sq. ft. modular steel building similar to the prototype building illustrated in Attachment 5a (Elevation of modular building) only smaller. As noted in the applicant's narrative, the proposed modular shop building is temporary and will be replaced in five to six years with the permanent 6,000 square foot (50' x 120') building. The project includes 20 parking spaces as illustrated on the site plan. Per the zoning code, 10 to 12 spaces would be required; therefore, the project is in compliance with parking requirements, even at full buildout.

The office/shop site is proposed to be gated and fenced with six-foot-high chain link and barbed wire for security. Staff recommends that vinyl clad with slats for that portion of fencing adjacent to the residential neighborhood be used. Also, because of the residential neighbors, a condition (no. 43) has been included prohibiting roll-up truck doors on the south elevation of the building facing the neighboring homes and also a condition (no. 44) requiring a landscaping plan with evergreen trees and other screening plantings be required.

RV and Boat Self Storage

The lower area of the site (closer to 158 Whitcomb Avenue) will be used as a boat and RV self-storage lot. This will be constructed with Phase 1. There will be some tree removal and grading to create the pads for development of storage parking area. There will be no structures and the 1.5-acre area will accommodate approximately 40 boats/RVs on site. The area will be fenced similar to the office/shop space but will also include a solid concrete block wall adjacent to the property line shared with the neighboring residential neighborhood.

The Boat/RV storage would be operated as a self-service facility with access granted through an automatic gate with card reader or code to identify the persons accessing the facility. The proposed hours of operation are consistent with City Code: 7:00am – 7:00pm Monday through Friday and 8:00 am – 8:00 pm weekends and holidays. Video cameras will be installed along the perimeter fencing and a minimum 20-foot landscape buffer will be provided between the storage area and the neighboring residential properties as required by Code.

PHASE 2

As discussed above, Phase 2 of the project involves removing the temporary modular building and replacing with an expanded shop office storage building not to exceed 6,000 square feet in size. With this approval, Phase 2, if in substantial compliance with this report and the attached conditions of approval would not require additional entitlements or review by the City Council and could be approved at the staff level.

ENVIRONMENTAL ANALYSIS:

An Initial Study was prepared to determine if the project may have a significant adverse effect on the environment. Special studies, assessments and/or documents were prepared or utilized for cultural resources, traffic, air quality and greenhouse gas, noise, and other potential impacts. On the basis of this Initial Study, staff concluded that the proposed project, as conditioned and with mitigation measures, will not have a significant adverse effect on the environment, and will not require the preparation of an Environmental Impact Report. Therefore, in accordance with CEQA requirements, a Mitigated Negative Declaration has been prepared (Attachment 4). The required mitigation measures have been incorporated into the conditions of approval for the project (condition no.s 53 - 55).

The proposed Initial Study/Mitigated Negative Declaration was circulated for public review for a period of at least 20 days (October 25, 2018 to November 14, 2018). No comments were received during the initial 20-day review period. The Initial Study/Mitigated Negative Declaration is attached to the report (Attachment 3) but due to the large size and number of pages, the complete document with appendices and special studies is available at City Hall and on the City's website at www.colfax-ca.gov.

STAFF RECOMMENDATION:

Staff recommends City Council adopt the attached Resolution to: 1- Adopt the Mitigated Negative Declaration; 2- Approve the Site Plan and Design Review to develop the 3.0 acres site with an office/shop building and an outdoor self-storage (RV and Boat) operation phases as described above.

ATTACHMENTS:

1. Resolution No 71-2018
2. Location Map
3. Conditions of Approval
4. Initial Study and Mitigated Negative Declaration
5. Project Exhibits
 - a. Site Plan
 - b. Preliminary Grading Plan
 - c. Elevation of Modular Building (prototype)

City of Colfax

City Council

Resolution № 71-2018

APPROVING THE MITGATED NEGATIVE DECLARATION AND APPLICATION (DSRP-2017-002) SITE PLAN REVIEW AND DESIGN REVIEW FOR THE WHITCOMB AVENUE PROPERTY (APN 100-230-013) OFFICE/SHOP AND OUTDOOR RV AND BOAT SELF-STORAGE OPERATION

WHEREAS, City of Colfax received an application for a site plan and design review to develop a 3.0 acre parcel with an up to 6,000 square foot modular office/shop building and an outdoor self-storage facility for boats and RVs, and

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

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

Design Review Findings:

WHEREAS, the project as approved allows beneficial use to be made of the site for development, preserves and accentuates the natural features of the property, such as open space, topography, trees, wetlands and water courses, and provides adequate drainage for the project; and

WHEREAS, the project site design as approved provides access, vehicle parking, loading areas, landscaping and irrigation and lighting which results in a safe, efficient, and harmonious development and which is consistent with the applicable goals, policies and objectives set forth in the general plan and the design guidelines established for that zone district; and

WHEREAS, the building design, including the materials, colors, height, bulk, size and relief, and the arrangement of the structures on the site, as approved is harmonious with other development and buildings in the vicinity and which is consistent with the applicable goals, policies and objectives set forth in the general plan and the design guidelines established for that zone district; and

WHEREAS, the design of the public services, as approved, including, but not limited to trash enclosures and service equipment are located so as not to detract from the appearance of the site, and are screened appropriately and effectively using construction materials, colors and landscaping that are harmonious with the site and the building designs; and

WHEREAS, the City prepared an Initial Study consistent with California Environmental Quality Act ("CEQA") Guidelines and determined that a Mitigated Negative Declaration ("MND") was required in order to analyze the potential for significant impacts of the Project; and

WHEREAS, the MND and other environmental documents for the Project that constitute the record of proceedings for the Project are in the custodial location and available for review during normal business hours in the office of the City Clerk, City Hall, 33 S. Main Street, Colfax, CA 95713; and

WHEREAS, and the CEQA Mitigations have been included in conjunction with the conditions of approval regarding any Project approval; and

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

NOW THEREFORE, BE IT RESOLVED, that the City Council finds that the Project qualifies for a Mitigated Negative Declaration and that the City Council adopt the Project Mitigated Negative Declaration, and approve the Design Review and Site Plan Review DRSP 2017-02 for the development of the Whitcomb Avenue Office Shop and Outdoor Boat/RV Self Storage project.

PASSED AND ADOPTED on this 14th day of November, 2018, by the following roll-call vote:

AYES:

NOES:

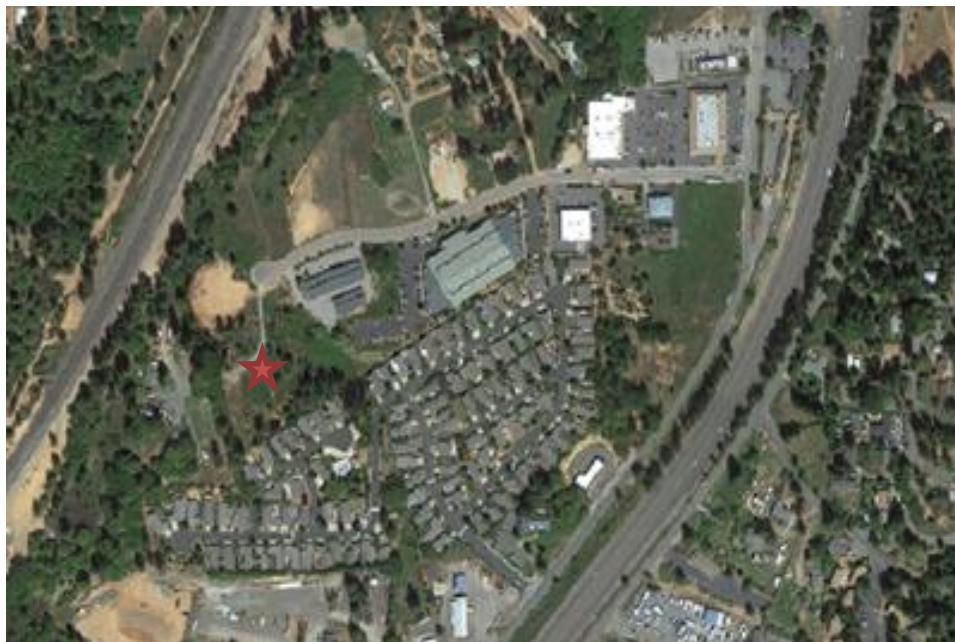
ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

Attachment 2**Location Map**

Attachment 3
Whitcomb Avenue Office Shop and Outdoor Self-storage Project
DRSP2017-002
Conditions of Approval

General Requirements:

1. If gated, the facility shall provide gate access/entry at all times for Sheriff, Fire, City inspection utility and other health and safety related vehicles. A gate operating system to provide for emergency vehicle access shall be installed to the satisfaction of the Sheriff and Fire Marshall.
2. Permanent signage shall be approved under a separate Sign Permit. Temporary banners shall only be displayed subject to the provisions of the City's Sign Ordinance regulating promotional events and require approval of a sign Permit.
3. All grading and improvements shall be designed in conformance with the City of Colfax Design and Improvement Standards and all subsequent revisions, the City of Colfax Hillside Development Guidelines (Resolution No. 29-93), the Placer County Land Development Manual, latest edition, the Placer County Stormwater Management Manual, latest edition, the Placer County Water Agency Standard Specifications, latest edition, and the conditions of approval for this project. Where conflicts exist, the more stringent requirements, in the opinion of the City Engineer, shall prevail.
4. No private utilities or structures are allowed within public right-of-way or existing public utility easements. All construction within public rights-of-way shall meet City Standards and be reviewed and approved by the City Engineer. An encroachment permit is required for all construction within public rights-of-way.
5. The applicant shall obtain any off-site easements that may be required, or if unsuccessful, shall reimburse City for costs of condemnation acquisition.
6. The developer shall prepare and submit improvement plans for the construction of all public improvements including water, sanitary sewer, storm drain facilities, roadway improvements, curbs, gutters, detached sidewalks, parkway strips, signing, striping and streetlights. All design and construction shall conform to the latest edition of the standards referenced herein.
7. Improvement plans must be approved and signed by the City Engineer prior to the issuing of an Encroachment Permit, Grading Permit or Building Permit.
8. Plan check and inspection fees shall be paid prior to the signature of the improvement plans.
9. All broken or sunken curb, gutter and sidewalk along the project frontage shall be repaired or replaced as part of the improvements for this project. As well, all nonconforming pedestrian ramps and driveway approaches shall be brought up to current accessibility standards.

10. Deviations from City Standards and applicable Code requirements shall be approved by the City Engineer. The applicant's engineer shall request all design exceptions in writing.
11. Project benchmark shall be based on a City approved USGS benchmark.
12. Improvement plans shall be approved by California Department of Forestry and Fire Protection ("CAL FIRE") Fire Chief assigned to the City of Colfax.
13. In the event that the City is forced to condemn or acquire off-site property interest in connection with required off-site improvements, the developer shall fund the cost of condemnation or acquisition, including but not to be limited to the amounts necessary to purchase the easement or fee simple interest, document preparation, and severance or other damages payable to the owners of the land upon which the improvements are to be located, the actual cost and acquisition and all fees, including attorney's fee and/or other expenses necessary to prosecute the condemnation action, including expert witness and appraisal fees.
14. In the event that the City elects to proceed with acquisition or condemnation pursuant to Government Code Section 66462.5, the developer shall, within 60 days of written notice by the City, deposit with the City, as an advance, the full estimated cost of such acquisition or condemnation. The developer shall prepare any easements or deeds necessary for off-site improvements.
15. Parcel maps, improvement plans and other items submitted to the City shall be delivered in hardcopy formats as well as electronically including drawings in AutoCAD and in PDF formats.
16. Prior to Improvement Plan approval, Applicant shall provide a letter of permission from adjacent property owners for any proposed construction that will occur on adjacent owners' property such as grading, driveway paving etc.
17. Required Improvement Plan Notes:
 - a. "Any excess materials shall be considered the property of the contractor and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
 - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. Contractor shall be responsible that all construction equipment is equipped with manufacturers approved muffler's baffles. Failure to do so may result in the issuance of an order to stop work."
 - c. "In the event that archeological site indicators (chipped chert, obsidian tools, waste flakes, grinding implements, darkened soil containing bone fragments and shellfish remains, or ceramics, glass or metal fragments) are uncovered, the City shall be contacted for an evaluation of the site. All ground disturbing work shall cease in the vicinity of any discovery until an archeologist completes an evaluation of significance."

- d. "Construction work shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturdays. No work is permitted on Sundays."
- e. "If hazardous materials are encountered during construction, the contractor will halt construction immediately, notify the City, and implement remediation (as directed by the City or its agent) in accordance with any requirements of the Central Regional Water Quality Control Board."
- f. "The contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The contractor shall be required to follow traffic safety measures in accordance with the California Department of Transportation ("Caltrans") California Manual on Uniform Traffic Control Devices ("CA-MUTCD"). The City's emergency service providers shall be notified of proposed construction scheduled by the contractor(s). The project specifications will require that the contractor(s) notify emergency service providers in writing at least 24 hours in advance of its proposed schedule of work."

Water Quality:

- 18. This project will comply with current National Pollutant Discharge Elimination System (NPDES) requirements, as covered in the State of California General Permit for Storm Water Discharges Associated with Construction Activity and subsequent modifications, which includes requirements for sampling and analysis during construction.
- 19. A Notice of Intent will be filed with the State Water Resources Control Board (SWRCB) prior to the onset of construction. A Storm Water Pollution Prevention Plan (SWPPP), Monitoring Program and Inspection Plan shall be prepared and submitted to the City Engineer for approval. The developer will solely be responsible for implementation of the SWPPP, Monitoring Program and Inspection Plan during construction.

Grading:

- 20. A final design geotechnical report shall be prepared with recommendations pertinent to the facilities being proposed, including site and building pad preparation, engineered fill, slope construction, foundations, subgrade preparation for pavements and slabs-on-grade, asphalt concrete pavements, and retaining walls.
- 21. Onsite grading shall be limited to the locations shown on the approved plans or on subsequent City approvals. No clearing, grubbing, demolition or grading activities will be allowed prior to final approval of the site improvement plans by the City Engineer and issuance of a Grading Permit.
- 22. A maximum of 6,000 square ft and 200 ft of depth, measured normal to the sidewalk, is allowed to sheet flow to the street. If the surface area and depth exceeds these criteria, an on-site drainage collection system is required.

23. No grading will be performed during the rainy season, between October 15th and April 15th. If improvements will not be completed by October 15, or are scheduled to start prior to April 15, a winterization plan must also be prepared in accordance with City requirements. One hundred percent (100%) bonding or other security shall be provided to assure implementation of the winterization plan.
24. A California registered Structural or Civil Engineer shall design retaining walls exceeding 36" in height. Calculations shall be submitted with the improvement plans for approval.
25. The Geotechnical Engineer shall provide certification to the City that all grading work has been placed and compacted in compliance with the improvement plans. Certification of each building pad will be submitted to the building official prior to issuance of a building permit.

Storm Drainage:

26. A detailed hydrology study will be prepared in accordance with the current edition of the Placer County Stormwater Management Manual. The proposed project shall not increase the rate of storm water runoff leaving the site beyond pre-development rates.
27. Plans and certifications shall demonstrate compliance of all improvements, including building pads and finished floor elevations, with the City's Flood Plain Ordinance, to the satisfaction of the Building Official and City Engineer. Pad elevations shall be constructed at a minimum of 1 foot above the 100-year Floodplain as determined by the City and certified by the project engineer.
28. All runoff that leaves the site must meet current Regional Water Quality Control Board clean water standards. These may be accomplished with permanent Best Management Practices (BMPs), such as clarifiers, infiltration systems, bio-swales, or other methods as approved by the City Engineer. Bio-retention and other natural elements incorporated into the landscape design for the project will be submitted with the improvement plans for approval. The property owner will be responsible for the ongoing maintenance of the systems.
29. Minimum size for storm drain piping will be 12" unless otherwise approved by the City Engineer.

Water Supply:

30. Provide written evidence of adequate water supply from Placer County Water Agency ("PCWA").
31. The water system and supply shall be capable of providing the required fire flow as determined by a fire protection system engineer or California registered civil engineer and subject to the review and approval of the Fire Chief and the City Engineer.
32. Fire hydrants serving the project shall be located within an approved distance of the building, and shall be spaced no more than 300-ft apart along any fire access route.

33. Construction of water facilities is subject to the approval of PCWA, the Colfax Fire Chief and the City Engineer.

Wastewater:

34. Design of the sanitary sewer connection to the City's wastewater system is subject to the approval of the City Engineer. Each building shall have a separate connection to the public system unless otherwise approved by the City Engineer.
35. Provide any required easements for public sewer improvements and for the abandonment of any old easements as determined by the City Engineer.
36. Sewer grades must be designed such that ultimate finished floors are a minimum of 12" above upstream manhole or clean-out rim elevations. Inadequate elevation differentials or grade on private SS mains and laterals, as determined by the City, must be mitigated by either raising finished floor elevation(s) or installing privately owned and operated sanitary sewer lift station(s) with grinder/ejector pump(s) on site.

Street Improvements:

37. The structural section of all on- and off-site road improvements shall be designed based upon a geotechnical investigation which provides the basement soils R-value and expansion index (if expansive soils are encountered). A copy of soils report and pavement structural section calculations shall also be submitted with the first improvement plan check.
38. Onsite driveways and parking areas shall be concrete or asphalt concrete pavement. The structural design of the pavement shall be determined based on R-value testing and shall be designed in accordance with 16.56.050 - Structural design of pavement of the Colfax Municipal Code, but will not be less than 2"AC on 6"AB.
39. Ramps for disabled persons shall be provided at all intersections and crosswalks where sidewalks are proposed.
40. ADA accessible paths of travel shall be indicated on the improvement plans showing a path of travel from public sidewalks to each proposed building.

Office/Shop Building

41. The project shall be developed and construction in substantial compliance with the plans as illustrated in Attachment 4 to the staff report.
42. The office/shop building is approved to be built in two phases. Each phase shall be reviewed by the Planning division staff for compliance with this approval prior to issuance of any development or building permit.
43. The office/shop building shall be oriented so that no roll-up garage style doors face the adjacent residential neighborhood.

44. Landscaping shall be installed within the rear area setback between the neighboring residential property (Mink Creek) and the chain link fencing. Landscaping shall include significant screening such as evergreens and other plantings to sufficiently screen the development from the neighboring residential properties. The chain link fencing shall include slats to provide additional privacy between the project and the neighboring residential properties.

Outdoor Boat/RV Storage

45. Hours of operation shall be 7:00 am to 7:00 pm Monday through Friday, and 8:00 am to 8:00 pm Saturday, Sunday and holidays.
46. The project shall comply with the requirements of the Colfax Municipal Code section 17.176.040 Self Storage Facilities, as applicable.
47. Outdoor storage areas shall maintain a twenty-foot setback from property lines adjacent to residential land uses (Mink Creek).
48. The owner/operator of the outdoor self-storage facility shall maintain in good repair all fencing, walls, lighting, landscaping, driveways and parking areas. The premise shall be kept clean and in an orderly fashion.
49. The owner shall be responsible for graffiti-free maintenance of the site, and shall remove any graffiti within 48 hours of occurrence or City notification, whichever occurs first.
50. No truck or vehicle rental shall be conducted from the premises.
51. Flammable or combustible liquids or gasses shall not be used or maintained on site.
52. Wall-mounted lights shall be mounted below the top of the wall and directed downward.

Mitigation Measures

53. Mitigation Measure BIO-1: If any tree removal or adjacent construction activity takes place during the associated breeding/nesting season for raptors (typically February 1st through August 31st), preconstruction surveys shall be conducted by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found on or immediately adjacent to the project site, a nest avoidance plan shall be implemented with approval from the City of Colfax Planning Department. The avoidance plan shall include appropriate buffers to the nest(s), and a qualified biologist should monitor the nest(s) and project activities to ensure no harm or agitation affects the nestlings. Once the birds have fledged, there is no longer a need for the buffer, and project activities could then proceed. If no nesting is found to occur, necessary tree removal could then proceed. This survey shall not be necessary if tree removal and vegetation clearing occur outside of the nesting period.

54. Mitigation Measure CUL-1: If archaeological or paleontological resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 50 feet of the find and a qualified archaeologist or paleontologist shall be notified immediately to evaluate the significance of the find. Construction activities can continue in other areas. If the discovery proves to be significant, additional work, such as data or fossil recovery excavation, may be warranted and would be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.

55. Mitigation Measure CUL-2: If human remains are discovered during ground disturbing activities for the project, work shall be halted and the County Coroner shall be notified of the find immediately. No further work shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. If the human remains are determined to be of Native American origin, the County Coroner shall notify the Native American Heritage Commission (NAHC), which will determine and notify the a Most Likely Descendent (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

End of Conditions

CORPORATION YARD & BOAT/RV STORAGE PROJECT

Initial Study/Mitigated Negative Declaration

Prepared for:

August 2018

**City of Colfax
Planning Department
33 S Main Street
Colfax, CA 95713**

Prepared by:

**RCH Group
11060 White Rock Road, Suite 150-A
Rancho Cordova, CA 95670
916.782.4427**

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- A. Air Quality and Greenhouse Gas Supporting Information
- B. Noise Appendix
- C. Biological Resources Assessment
- D. Cultural and Paleontological Resources Inventory
- E. Geotechnical Memorandum
- F. Drainage Report

ENVIRONMENTAL CHECKLIST

Initial Study/Mitigated Negative Declaration

1. **Project Title:** Corporation Yard & Boat/RV Storage Project

2. **Lead Agency Name and Address:** City of Colfax Planning Department 33 S Main Street Colfax, CA 95713

3. **Contact Person and Phone Number:** Amy Feagans Planning Director (530) 346-2313

4. **Project Location:** APN 100-230-013-000 Colfax Industrial Park 155 Whitcomb Avenue Colfax, CA 95713

5. **Project Sponsor:** Colfax Partners, LLC Gerry LaBudde Managing Partner PO Box 81 Weimar, CA 95736

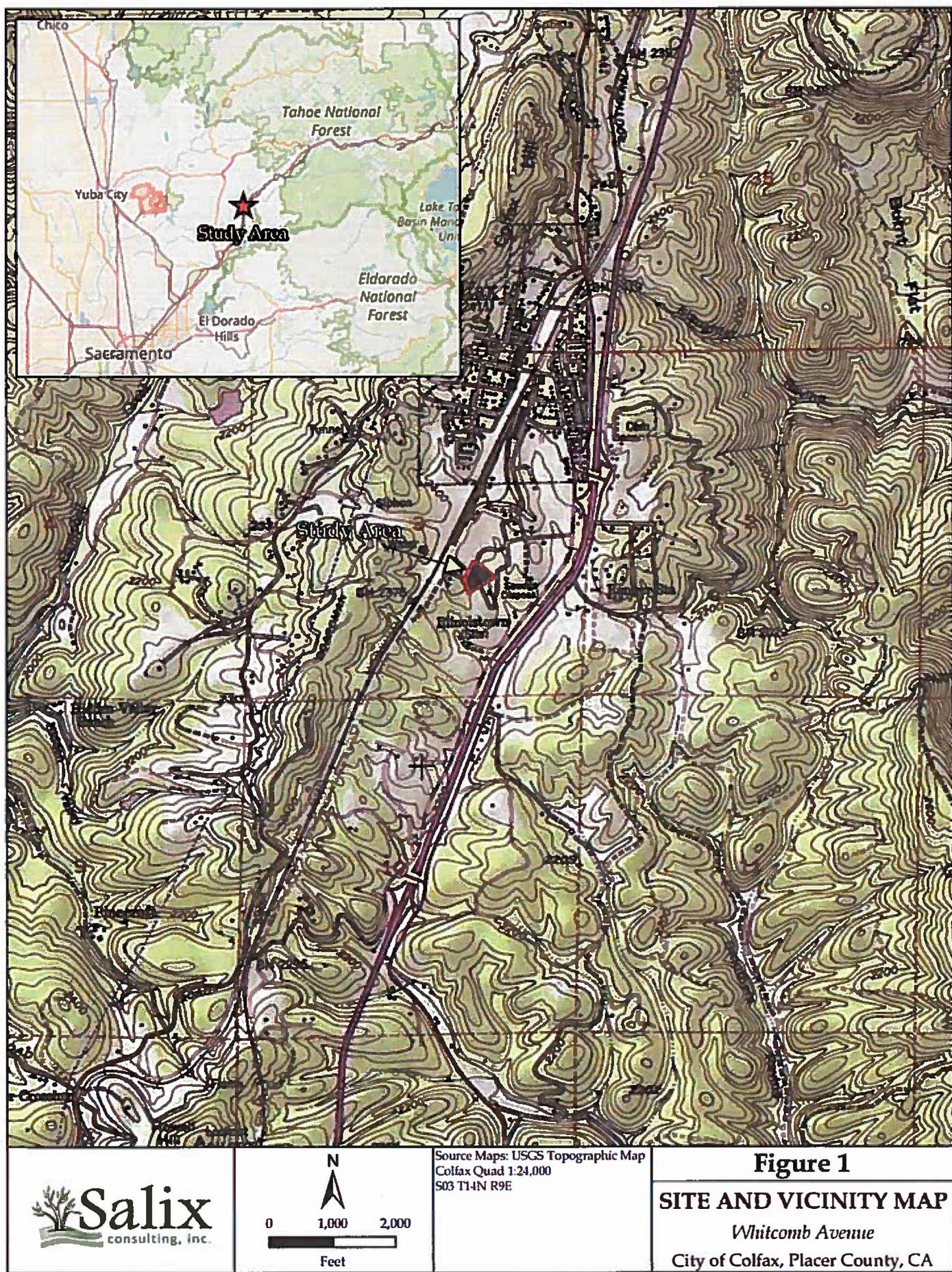
6. **General Plan Designation(s):** I - Industrial

7. **Zoning Designation:** I - Industrial

8. **Description of Project and Existing Setting:**

Introduction

Colfax Partners, Inc. (the Applicant) proposes to develop on an undeveloped approximately three-acre parcel (Placer County APN 100-230-013-000) at the end of Whitcomb Avenue in the Colfax Industrial Park in Colfax, CA. The project includes the development of a corporation yard used as a headquarters for a general engineering construction company and engineering consulting firm on the upper portion of the project site, and development of a boat and recreational vehicle (RV) storage facility on the lower portion. The project requires compliance with the California Environmental Quality Act (CEQA) because the project requires a discretionary approval for the Site Plan Design Review. **Figure 1** shows the site and vicinity map of the project, **Figure 2** shows the aerial map, **Figure 3** shows the site plan and **Figure 4** shows the preliminary grading plan.





 **Salix**
consulting, Inc.

N
0 50 100
Feet

 Study Area
(±3 acres)

Imagery: 10-1-17 Salix Consulting, Inc.

Figure 2
AERIAL MAP
Whitcomb Avenue
City of Colfax, Placer County, CA

Attachment 4

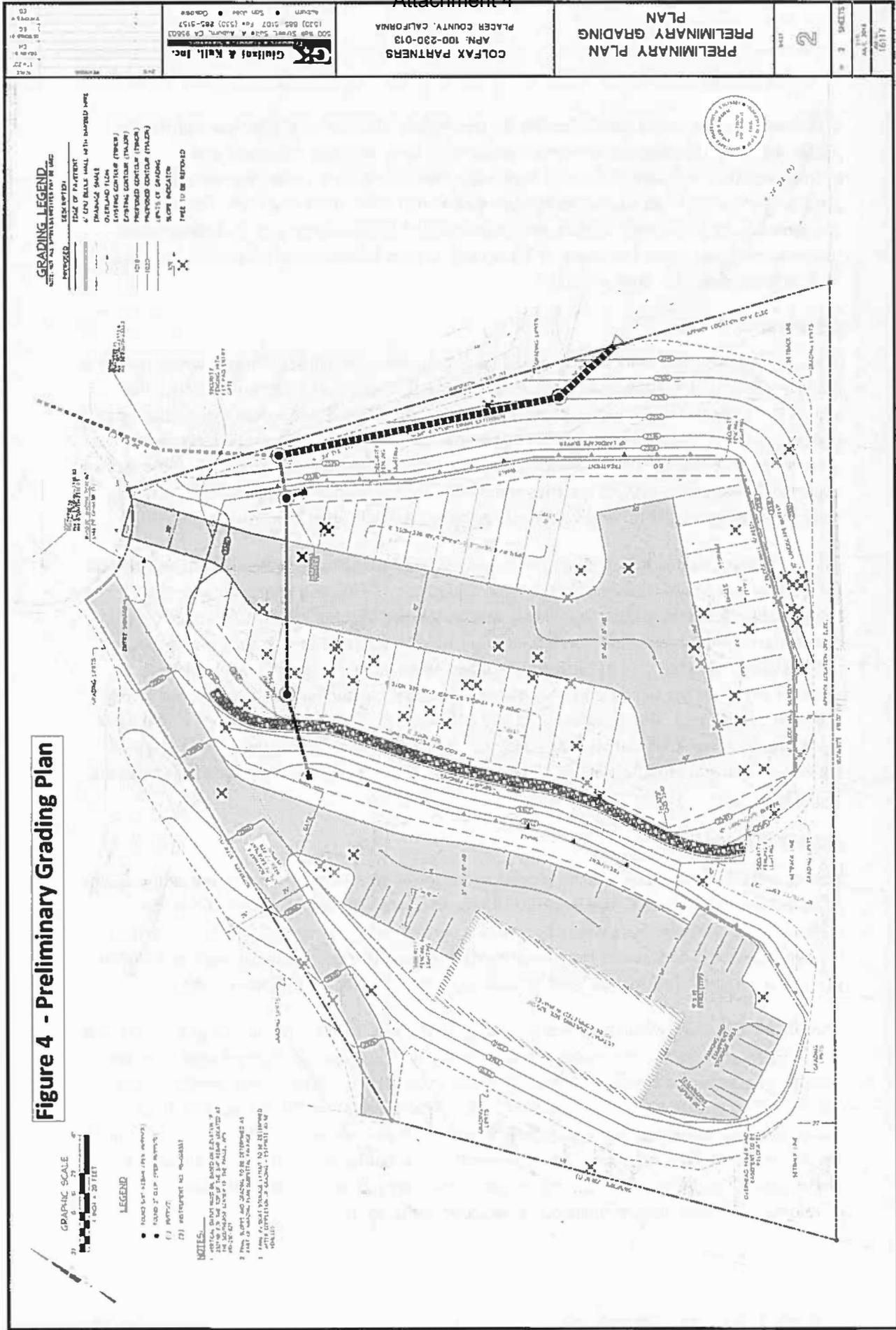
PRELIMINARY PLANS FOR
COLFAX PARTNERS
APN: 100-230-013-000

Figure 3 - Site Plan

NOTICE TO CONTRACTORS
SUBCONTRACTOR TO NOTIFY U.S.A. (UNDERGROUND SERVICE ALERT) AT 800-227-2400, A FEE MUST BE PAID OF 24 HOURS BEFORE BEGINNING UNDERGROUND WORK. FOR VERIFICATION OF THE LOCATION OF EXISTING UNDERGROUND UTILITIES.



Figure 4 - Preliminary Grading Plan



Whitcomb Avenue would provide access for the project. The City of Colfax has constructed public facilities including sanitary sewer lines, water lines, drainage, electrical and communications, and street extension improvements consisting of pavement, curb and gutter, to promote commercial/industrial development within the Colfax Industrial Park. The project site, and others along Whitcomb Avenue, are subject to the Fair Share Payment for Infrastructure Improvements and Street Extension of Whitcomb Avenue Industrial Park recorded August 2, 2000 as Instrument No. 2000-0056155.

Corporation Yard

The corporate headquarters building would be developed in two phases. Phase 1 would include a modular office building (approximately 2,100 square feet) and a shop (approximately 2,000 square feet). Phase 2 would occur three to five years after Phase 1 and would expand the shop building to 6,000 square feet with 2,500 square feet of office space, and would remove the modular office building. Twenty parking spaces would be provided on site and 15 employees are expected. Storage of aggregate material, pipes/culverts, etc. would be located on site. These materials would be used for project specific purposes and not for retail sale to the public.

The corporation yard would be fenced with a six-to-eight foot chain-link fence with barbed wire for security and would include a gate for restricting access. Although not required by the Municipal Code, the Applicant would also include a block wall between the project site and the residential neighborhood to the south. Lighting would be included as a security measure and would comply with the City of Colfax ordinances. Video monitoring equipment could be installed as part of the site security. Normal operating hours would be Monday through Friday, 7:00 a.m. to 4:00 p.m. Due to nature of utility related work of the Applicant, work would occur infrequently on weekends and holidays and off hours. Off-hours work at the corporation yard would be limited to mobilization for offsite work and would comply with noise standards in the Municipal Code.

Boat/RV Storage

The Boat/RV storage area would be located on the lower portion of the project site and would be constructed during Phase 1. The Boat/RV storage area would be approximately 1.5 acres. Approximately 40 boats/RVs would be stored at the site under full conditions. Access to the storage area would be separate from the corporation yard via a dedicated driveway entering on the north side of the project site from Whitcomb Avenue as shown in Figures 3 and 4.

The Boat/RV Storage would be operated as a self-serve type facility with access granted through an automatic gate with a card reader or code to identify the persons accessing the site. Normal operating hours would be Monday through Friday, 7:00 a.m. to 7:00 p.m. and weekends and holidays, 7:00 a.m. to 8:00 p.m. (Per City Code). Video cameras would be installed along with a six to eight foot chain-link fence with barbed wire and a six-foot block wall between the project site and the residential neighborhood to the south. A 10-foot landscape buffer would also be constructed along the southern and eastern perimeter. Depending upon market conditions, covered storage structures/awnings could be added in the future.

Access and Utilities

The entrance gate would be located on the private access driveway extending from Whitcomb Avenue. Current access to the neighboring parcel to the west located at 155 Whitcomb Avenue (Placer County APN No. 100-230-033-000) is via a gravel road on the project site. The gravel road bisects the project site and is not located within a recorded easement. Use of the roadway is by permission only to the adjacent landowner. The access roadway would be relocated in a 25-foot wide roadway/utility easement located on the northeast side of the project site. The new access road to the adjacent westerly parcel would be shared with the roadway access used to access the corporation yard. The access road design was shared with the property owner of the neighboring parcel to the west and was modified and redesigned to swing out to the south into the project site to reduce the slope and utilize the existing access gate to the western parcel.

The project would include the extension of water, sewer, electrical and communication utilities to the project site. A 12kv buried power line is located along the easterly and southern property lines of the project parcel, owned, and operated by Pacific Gas & Electric (PG&E). Portions of the proposed fill area would cover areas of the buried electrical line. PG&E personnel have been made aware and may require that a portion of the easterly section of the electrical line be raised if they feel the depth becomes excessive. If required, fill would be placed, and a new trench would be dug with conduit installed per PG&E specifications (installed at a shallower depth acceptable to PG&E). The horizontal location of the electric utility would not change substantially. The portion of the buried power line on the southern property line would not be affected or modified.

The existing overhead power and communication lines near the southern edge of the parcel may be relocated and placed underground as part of the project. The utilities would remain on the project parcel and would not affect adjacent parcels. The modifications would be designed per the utility requirements under a permit and review process, and any new easements would be developed and recorded. Schedule and cost would determine if this modification is made along the southern portion of the project.

Construction, Schedule and Phasing

Phase 1 construction of the project is estimated to require approximately six months, with construction anticipated to begin in Winter/Spring 2019 and end in Summer 2019. Phase 2 corporation yard construction (expand the shop building to 6,000 square feet with 2,500 square feet of office space, and remove the modular office building) would occur three to five years after Phase 1.

The project would continue to drain to the southwest through existing and mutual drainage easements. Grading would be balanced onsite (approximately 11,050 cubic yards of cut and 11,050 cubic yards of fill).

9. Surrounding Land Uses and Existing Setting:

The project site is at the west end of Whitcomb Avenue on the south side of the cul-de-sac. The project site is bordered by the following land uses (See Figure 2):

- North Property Line – Whitcomb Avenue/undeveloped material storage yard
- East Property Line – Commercial Development
- South Property Line – Residential (Mink Creek Development)
- West Property Line – Corporation yard for contractor (Cunningham Engineering)

10. Other Public Agencies

The following permits and regulations are applicable to the project and involve other public agencies whose approval may be required:

- National Pollutant Discharge Elimination Permit (NPDES) General Construction Stormwater Permit, Central Valley Regional Water Quality Control Board
- Dust Control Plan Approval, Placer County Air Pollution Control District

11. Tribal Consultation:

No California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1.

Environmental Factors Potentially Affected

The project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

<input checked="" type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forestry Resources	<input checked="" type="checkbox"/> Air Quality
<input checked="" type="checkbox"/> Biological Resources	<input checked="" type="checkbox"/> Cultural Resources	<input checked="" type="checkbox"/> Geology, Soils and Seismicity
<input checked="" type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards and Hazardous Materials	<input checked="" type="checkbox"/> Hydrology and Water Quality
<input type="checkbox"/> Land Use and Land Use Planning	<input type="checkbox"/> Mineral Resources	<input checked="" type="checkbox"/> Noise
<input type="checkbox"/> Population and Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation and Traffic	<input type="checkbox"/> Utilities and Service Systems	<input type="checkbox"/> Mandatory Findings of Significance

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial study:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Amy Feagans
Signature

Amy Feagans
Printed Name

10/16/17
Date

City of Colfax
For

Aesthetics

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
1. AESTHETICS — Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

The project site is industrial and undeveloped, with an existing gravel road extending from the Whitcomb Avenue cul-de-sac to the western property boundary. Single-family homes border the project site to the south, a corporation yard for an engineering firm to the west, a commercial development to the east and Whitcomb Avenue to the north. **Photos 1-6** provide views of the project site and the adjacent uses.

Discussion

- a) **No Impact.** No scenic vistas would be affected by the project. Therefore, the project would have no impact.
- b) **No Impact.** The project site is not within or near a designated state scenic highway. No scenic resources within a state scenic highway would be affected by the project. Therefore, the project would have no impact.
- c) **Less-than-Significant Impact.** The project would comply with all applicable building, design, landscaping, and lighting requirements found in the Municipal Code of the City of Colfax and the Community Design Element of the City of Colfax 2020 General Plan. The project would be consistent with the uses in the project area and consistent with the industrial land use designation and zoning for the project site.

The project would include an approximately 20-foot setback from the existing residential development to the southeast. The project would also include a six-foot block wall screen and a 10-foot landscape buffer between the Boat/RV storage use and the residential neighborhood to the south. Although not required by the Municipal Code, the Applicant would also include a block wall between the corporation yard use and the residential neighborhood to the south. Signage for the Boat/RV Storage and Corporation yard would be designed according to the Municipal Code.

The project would not substantially degrade the existing visual character or quality of the site and its surroundings. Therefore, the project would have a less-than-significant impact.

- d) **Less-than-Significant Impact.** The project would change the landscape of the project site from an undeveloped environment to one that is developed for commercial uses, which would result in the introduction of new sources of light and potential glare. These new sources of lighting would primarily consist of site lighting as a security measure for the corporation yard and the Boat/RV storage. The project would comply with the lighting design guidelines in the Community Design Element of the City of Colfax 2020 General Plan. Therefore, the project would have a less-than-significant impact.

References

City of Colfax, 2020 *General Plan Community Design Element*, September 1998.



Photo #1) View of the Whitcomb Avenue cul-de-sac and the undeveloped material storage yard to the north of the project site access road (photo taken February 20, 2018).



Photo #2) View of the project site and the commercial uses and associated parking lot to the east (photo taken near access road/Whitcomb Avenue cul-de-sac on February 20, 2018).



Photo #3) View of the project site (facing south) and the access road serving the project site and parcel to the west (photo taken on February 20, 2018).



Photo #4) View of the project site and the fence line of the residential neighborhood to the south/southwest (photo taken in the area of the proposed corporation yard on February 20, 2018).

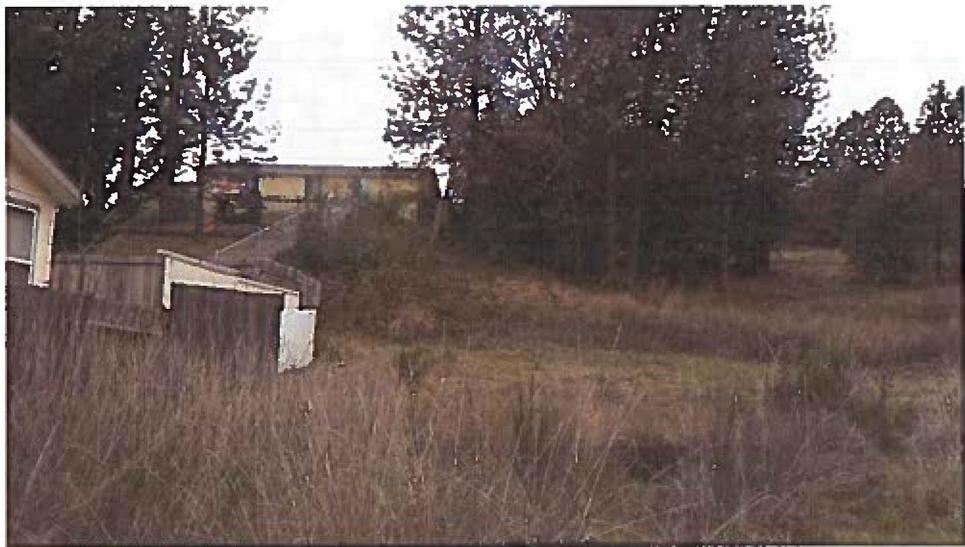


Photo #5) View of the project site and the residential neighborhood to the south/southwest (photo taken just east of the project site boundary in between the associated commercial use parking and the residential neighborhood to the east on February 20, 2018).



Photo #6) View of the project site (photo taken along the southern property line in the area of the proposed corporation yard facing northeast on February 20, 2018).

Agricultural and Forest Resources

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
2. AGRICULTURAL AND FOREST RESOURCES —				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a-e) **No Impact.** There is no farmland located on or near the project site. The project site is not zoned for agricultural use and is not subject to a Williamson Act contract. The project site is not zoned for forest land or timberland. The project would not involve other changes in the existing environment that, due to their location or nature, could result in conversion of farmland to non-agricultural use or conversion of forestland to non-forest use. Therefore, the project would have no impact.

References

Department of Conservation, *California Important Farmland Finder*, 2014.

Air Quality

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
3. AIR QUALITY — Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

This air quality analysis is consistent with the methodology for project review and analysis as described in the Placer County Air Pollution Control District (PCAPCD)'s *CEQA Air Quality Handbook* (PCAPCD, 2017). Additional information related to air quality such as existing setting and regulations, as well as detailed construction and operational emissions inventories for the project is in **Appendix A**.

Discussion

a) **Less-than-Significant Impact.** The PCAPCD along with other local air districts in the Sacramento planning region are required to comply and implement the State Implementation Plan (SIP) to demonstrate how and when the region can attain the federal ozone standards. In 2013, air districts from the Sacramento planning region developed the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2013 SIP Revisions Plan)* to address how the region would attain the 1997 federal 8-hour ozone standard. U.S. EPA approved the *2013 SIP Revisions Plan* effective March 2, 2015. The *2013 SIP Revisions Plan* is the applicable air quality plan for the project.

A conflict with, or obstruction of, implementation of the *2013 SIP Revisions Plan* could occur if a project generates greater emissions than what has been projected for the project site in the emissions inventory of the *2013 SIP Revisions Plan*. Emissions inventories are developed based on projected increases in population, employment, regional vehicle miles traveled, and associated area sources within the region, which are based on regional projections that are, in turn, based on the General Plan and zoning designations for the

region. The project would not change the existing zoning or general plan land use designation for the project site. Therefore, the project would not generate greater emissions than what has been projected for the site in the emissions inventory of the 2013 *SIP Revisions Plan*.

The project would support the primary goals of the 2013 *SIP Revisions Plan*, would be consistent with all applicable 2013 *SIP Revisions Plan* control measures, and would not disrupt or hinder implementation of any 2013 *SIP Revisions Plan* control measures. Therefore, the project would have a less-than-significant impact.

b) **Less-than-Significant Impact.** The project would generate temporary criteria pollutant emissions during construction and long-term criteria pollutant emissions during operations.

Construction

The project would be constructed over approximately six months and construction is expected to start in March 2019. Construction activities would consist of site preparation, grading, onsite utilities, building construction and paving. Construction would require equipment such as rubber tired dozers, graders, tractors/loaders/backhoes, paving equipment, welders. Grading for the project is expected to be balanced onsite. The project would also require worker vehicle trips for the duration of construction and truck trips for importing construction materials. The emissions generated from these construction activities include:

- Dust (including particulate matter less than 10 micrometers (coarse or PM10) and particulate matter less than 2.5 micrometers (fine or PM2.5)) primarily from “fugitive” sources (i.e., emissions released through means other than through a stack or tailpipe) such as material handling and travel on unpaved surfaces; and
- Combustion emissions of criteria air pollutants (carbon monoxide (CO), nitrogen oxides (NO_x), sulfur dioxide (SO₂), volatile organic compounds (VOC) as reactive organic gases (ROG), PM10, and PM2.5) primarily from operation of heavy off-road construction equipment, haul trucks, (primarily diesel-operated), and construction worker automobile trips (primarily gasoline-operated).

Construction-related fugitive dust emissions would vary from day to day, depending on the level and type of activity, silt content of the soil, and the weather. Poor construction practices could result in substantial emissions of fugitive dust that could become a nuisance. The PCAPCD requires construction projects to comply with District Rules & Regulations for Construction. Compliance with the PCAPCD District Rules & Regulations for construction, specifically Rule 228 – Fugitive Dust, which requires implementation of minimum dust control requirements, would prevent and control fugitive dust emissions. The minimum dust control requirements required by Rule 228 are in Appendix A for reference.

Estimated maximum daily emissions of criteria pollutant emissions that would be generated by construction of the project are shown in **Table 1**. Construction emissions were estimated using the California Emission Estimator Model (CalEEMod) Version 2016.3.2. There are no significance thresholds for CO or PM2.5. As shown in **Table 1**, criteria pollutant emissions from construction would be below the PCAPCD's maximum daily significance thresholds for ROG, NO_x, and PM10. Therefore, the project would have a less-than-significant impact.

Table 1: Estimated Maximum Daily Construction Emissions (pounds)

Year	ROG	NO _x	PM10
Maximum Daily Construction Emissions (2019)	2.8	22.8	7.3
PCAPCD Significance Threshold	82	82	82
Potentially Significant (Yes or No)?	No	No	No

Source: CalEEMod Version 2016.3.2.

Operational Impacts

The project would generate operational criteria pollutant emissions from transportation, area sources, electricity consumption, natural gas combustion, electricity usage associated with water usage and wastewater discharge, and solid waste landfilling and transport. Operational emissions were estimated using the CalEEMod Version 2016.3.2. The operational emissions estimates assume an operational year of 2020 (the first full year the project would be occupied).

Estimated daily (summer and winter) operational emissions that would be associated with the project are presented in **Table 2** and are compared to PCAPCD's thresholds of significance. As indicated in **Table 2**, the estimated operational emissions would be below the PCAPCD's significance thresholds. Therefore, the project would have a less-than-significant impact.

Table 2: Estimated Maximum Daily Operational Emissions (pounds)

Condition	ROG	NO _x	PM10
Summer Maximum Daily Emissions	0.4	0.9	0.4
Winter Maximum Daily Emissions	0.3	1.0	0.4
Maximum Daily Emissions	0.4	1.0	0.4
PCAPCD Significance Threshold	55	55	82
Potentially Significant (Yes or No)?	No	No	No

Source: CalEEMod Version 2016.3.2.

c) **Less-than-Significant Impact.** The PCAPCD cumulative significance thresholds are the same as the project-level significance thresholds. Therefore, a project would have a significant cumulative impact if the project exceeds the project-level significance thresholds. As disclosed in this air quality analysis, the project would not exceed project-level significance thresholds. Therefore, the project would have a less-than-significant impact.

d) **Less-than-Significant Impact.** Land uses such as schools, children's daycare centers, hospitals, and convalescent homes are considered more sensitive to poor air quality than other land uses because the population groups associated with these uses have increased susceptibility to respiratory distress. Persons engaged in strenuous work or exercise also have increased sensitivity to poor air quality. The CARB has identified the following people as most likely to be affected by air pollution: children less than 14 years of age, the elderly over 65 years of age, athletes, and those with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive population groups.

Residential areas are considered more sensitive to air quality conditions than commercial and industrial areas, because people generally spend longer periods of time outside their residences, resulting in greater exposure to ambient air quality conditions. Recreational uses are also considered sensitive, due to the greater exposure to ambient air quality conditions and because the presence of pollution detracts from the recreational experience. The project site is adjacent to the residential Mink Creek Development.

A toxic air contaminant (TAC) is defined as an air pollutant that may cause or contribute to an increase in mortality or in serious illness, or that may pose a hazard to human health. TACs are usually present in minute quantities in the ambient air. However, TACs high toxicity or health risk may pose a threat to public health even at very low concentrations. In general, for those TACs that may cause cancer, there is no concentration that does not present some risk. This contrasts with the criteria pollutants for which acceptable levels of exposure can be determined and for which the state and federal governments have set ambient air quality standards.

The project would temporarily constitute a new emission source of diesel particulate matter (DPM¹) due to construction activities. Studies have demonstrated that DPM from diesel-fueled engines is a human carcinogen and that chronic (long-term) inhalation exposure to DPM poses a chronic health risk. The project is a short-term construction project (six months) that would use diesel construction equipment intermittently and would not generate substantial TAC emissions. Any diesel emissions generated at the project site during operations would be negligible. Therefore, the project would have a less-than-significant impact.

¹ In August of 1998, CARB identified particulate emissions from diesel-fueled engines as a toxic air contaminant. CARB developed the *Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles*. The document represents a proposal to reduce diesel particulate emissions, with the goal to reduce emissions and the associated health risk by 75 percent in 2010 and by 85 percent in 2020. The program aims to require the use of state-of-the-art catalyzed diesel particulate filters and ultra-low sulfur diesel fuel on diesel-fueled engines.

Diesel particulate matter (DPM) is the most complex of diesel emissions. Diesel particulates, as defined by most emission standards, are sampled from diluted and cooled exhaust gases. This definition includes both solid and liquid material that condenses during the dilution process. The basic fractions of DPM are elemental carbon; heavy hydrocarbons derived from the fuel and lubricating oil and hydrated sulfuric acid derived from the fuel sulfur. DPM contains a large portion of the polycyclic aromatic hydrocarbons found in diesel exhaust. Diesel particulates include small nuclei particles of diameters below 0.04 micrometers (μm) and their agglomerates of diameters up to 1 μm .

Naturally Occurring Asbestos (NOA) can be of concern in Placer County due to the known presence of chrysotile and amphibole asbestos. However, the project site is in the area least likely to contain NOA according to Placer County's NOA Hazard Map (November 2008). Although unlikely, if NOA is discovered during project construction the project would be required to adhere to CARB's Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations. Therefore, the project would have a less-than-significant impact.

e) **Less-than-Significant Impact.** The project would not generate objectionable odors. Therefore, the project would have a less-than-significant impact.

References

California Air Pollution Control Officers Association, *CalEEMod User's Guide Version 2016.3.2*, November 2017, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4

Federal Register/ Volume 80, No. 19/ Thursday, January 29, 2015/ Rules and Regulations.
<http://www.airquality.org/ProgramCoordination/Documents/2013SIPFinalRule.pdf>

Placer County Air Pollution Control District (PCAPCD), *CEQA Air Quality Handbook*, November 2017. <http://www.placerair.org/landuseandceqa/ceqaairqualityhandbook>

Placer County. *Naturally Occurring Asbestos Hazard*. November 4, 2008.
<http://www.placer.ca.gov/~/media/apc/documents/NOA/NaturallyOccuringAsbestosMapIndexMap092908.pdf>

Sacramento Metropolitan Air Quality Management District, *2013 Update to the 8-Hour Ozone Attainment and Reasonable Further Progress Plan*, January 29, 2015,
<http://www.arb.ca.gov/planning/sip/planarea/sacsip/sacmetsip.htm#2013update>

US EPA. *Near Roadway Air Pollution and Health: Frequently Asked Questions*. August 2014.
<http://www3.epa.gov/otaq/documents/nearroadway/420fl4044.pdf>

Biological Resources

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
4. BIOLOGICAL RESOURCES — Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This section is based on Biological Resources Assessment conducted by an independent biological consultant, Salix Consulting, Inc. (Salix Consulting, 2018), which can be found in Appendix C of this Initial Study.

The Biological Report concluded the following:

- The project site provides no suitable habitat for special-status plants or animal species known to occur within the region, and no such species were observed during field surveys in October 2017 and January 2018. Except for nesting raptor and migratory bird preconstruction surveys, no further surveys for special-status wildlife or plants are recommended.
- The project site does not contain features that qualify as wetlands or waters of the United States.
- The project site does not contain streams, ponds or riparian habitat, thus no Streamed Alteration Agreement with the California Department of Fish and Wildlife (CDFW) is required.

Discussion

a) **Less-than-Significant Impact with Mitigation.** The vacant project site is Sierran Mixed Conifer habitat type, but it is not a “pure” version due to the high degree of ongoing disturbance. This habitat type contains abundant conifers, primarily ponderosa pine, but there are a few specimens of Douglas fir and sugar pine. Two oaks species, canyon live oak and black oak are common on the site. The shrub layer is quite variable and in most areas, the shrub layer has been regularly managed. Common shrub species include Himalayan blackberry and scotch broom, and to a lesser degree coyote brush and white leaf manzanita. Herbaceous species are primarily grasses and weedy forbs including hedgehog dogtail, ripgut brome, blue wild rye, yellow starthistle and stinkwort.

There is no potential for the occurrence of any special-status plants or wildlife species within the project site because it does not provide suitable habitat for any special-status plant or wildlife species known to occur within the region (Salix, 2018). However, the project site may provide a suitable habitat for nesting raptors and migratory birds.

Mitigation Measure BIO-1 would reduce any potentially significant impacts to less than significant.

Mitigation Measure BIO-1: If any tree removal or adjacent construction activity takes place during the associated breeding/nesting season for raptors (typically February 1st through August 31st), preconstruction surveys shall be conducted by a qualified biologist no more than 15 days prior to initiation of proposed development activities. If active nests are found on or immediately adjacent to the project site, a nest avoidance plan shall be implemented with approval from the City of Colfax Planning Department. The avoidance plan shall include appropriate buffers to the nest(s), and a qualified biologist should monitor the nest(s) and project activities to ensure no harm or agitation affects the nestlings. Once the birds have fledged, there is no longer a need for the buffer, and project activities could then proceed. If no nesting is found to occur, necessary tree removal could then proceed. This survey shall not be necessary if tree removal and vegetation clearing occur outside of the nesting period.

b, c) **Less-than-Significant Impact.** The project site was evaluated for areas that may be considered waters of the U.S. The project site contains one feature that required detailed analysis, but based on the analysis conducted during the field assessment, was found to be an upland drainage swale and not a water of the U.S. (Salix, 2018). The project site does not contain streams, ponds or riparian habitat, thus no Stream Alteration Agreement with the CDFW is required. No other riparian habitat or sensitive natural community is present on the project site. Therefore, the project would have a less-than-significant impact.

d) **Less-than-Significant Impact.** The project would be consistent with the surrounding area and would not substantially affect wildlife movement. There are no watercourses or native wildlife nursery sites on the project site. **Mitigation Measure BIO-1** would

reduce any potentially significant impacts to nesting raptors and migratory birds. Therefore, the project would have a less-than-significant impact.

- e) **Less-than-Significant Impact.** The City of Colfax understands as development of vacant land occurs, loss of some tree cover may be unavoidable. There are approximately 121 trees on the project site. The trees along the western property line would be remain, however all other trees would need to be cleared for grading and project development. The City of Colfax Tree Preservation Ordinance regulates all trees over six inches in diameter as measured four and one-half feet from the ground. The final number of impacted trees regulated by the Tree Preservation Ordinance would be determined during preparation of improvement plans and will be subject to tree preservation requirements and tree replacement requirements when tree removal is unavoidable, resulting in 1:1 replacement of each tree removed. The project would comply with the City of Colfax Tree Preservation Ordinance. Therefore, the project would have a less-than-significant impact.
- f) **No Impact.** The City of Colfax does not have an adopted Habitat Conservation Plan. Therefore, the project would have no impact.

References

- Acorn Arboricultural Services, Inc. *Arborist Report and Tree Inventory Summary*. April 18, 2018.
- City of Colfax, 2020 General Plan, Appendix A Hillside Development Guidelines, September 1998.
- Salix Consulting. *Biological Resources Assessment for the ±3-Acre Whitcomb Avenue Parcel*, January 2018.

Cultural Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
5. CULTURAL RESOURCES — Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Introduction

This section is based on a Cultural and Paleontological Resources Inventory (Cultural Report) for the project conducted Natural Investigations Company, Inc. (NIC, 2018), which can be found in **Appendix D** of this Initial Study.

The Cultural Report concluded that following:

- The project does not have the potential to cause a significant impact on any resource that currently qualifies as a historical resource, or that has been recommended eligible for listing in the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR). No archaeological or built-environment resources were newly identified during the survey, and no cultural resources were previously recorded with the project area. The potential for the discovery of buried archaeological materials within the project area is low.
- There is no record of fossils and a low potential for unique or significant paleontological resources to be present in the marine rocks underlying the project area. Development of the project would have a low potential to uncover or damage fossils and would not have a high potential to cause a significant impact on any resource that currently qualifies as a significant paleontological resource.
- Construction monitoring of ground-disturbing activity for the presence of cultural or paleontological resources is not recommended.
- Measures to implement if cultural or paleontological resources are discovered during ground disturbing activities are recommended.

Discussion

a) **Less-than-Significant Impact.** No archaeological or built environment resources were identified or recorded during the survey in December 2017 and no cultural resources

were previously recorded within the project area (NIC, 2018). Thus, the project does not have the potential to cause a significant impact on any resource that currently qualifies as a historical resource, or that has been recommended eligible for listing in the NRHP or CRHR. Therefore, the project would have a less-than-significant impact.

b, c) **Less-than-Significant Impact with Mitigation.** The potential for discovery of buried archaeological or paleontological resources is considered low (NIC, 2018). No unique geologic features are known to exist with the project area (NIC, 2018). Should any archaeological or paleontological resources be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-1** would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-1: If archaeological or paleontological resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 50 feet of the find and a qualified archaeologist or paleontologist shall be notified immediately to evaluate the significance of the find. Construction activities can continue in other areas. If the discovery proves to be significant, additional work, such as data or fossil recovery excavation, may be warranted and would be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.

d) **Less-than-Significant Impact with Mitigation.** Although unlikely, grading and excavation could potentially uncover human remains. Should human remains be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-2** would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-2: If human remains are discovered during ground disturbing activities for the project, work shall be halted and the County Coroner shall be notified of the find immediately. No further work shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. If the human remains are determined to be of Native American origin, the County Coroner shall notify the Native American Heritage Commission (NAHC), which will determine and notify the a Most Likely Descendent (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

References

Natural Investigations Company. *Cultural and Paleontological Resources Inventory for the Colfax Partners Corporation Yard and RV/Boat Storage Project*, January 3, 2018.

Geology, Soils, and Seismicity

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
6. GEOLOGY, SOILS, AND SEISMICITY — Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This section is based on a Geotechnical Report for the project conducted by an independent geotechnical engineering firm, Crawford & Associates, Inc. (Crawford & Associates, 2017), which can be found in Appendix E of this Initial Study. The Geotechnical Report concluded that the project site is suitable for the project.

Discussion

ai) **Less-than-Significant Impact.** The Alquist-Priolo Earthquake Fault Zoning Act requires the delineation of zones by the California Department of Conservation, Geological Survey along sufficiently active and well-defined faults. The purpose of the Act is to restrict construction of structures intended for human occupancy along traces of known active faults. Alquist-Priolo Zones are designated areas most likely to experience surface fault rupture, although fault rupture is not necessarily restricted to those specifically zoned areas.

The City of Colfax is not a city that would be affected by the Alquist-Priolo Act. Rupture of the surface has not resulted from faulting associated with earthquakes in Colfax or Placer County. The most recent listing of Earthquake Fault Zones under the Alquist-Priolo Earthquake Fault Zoning Act does not include either the City of Colfax or Placer County (DOC 2018). The Geotechnical Report concluded that the potential for fault rupture at the project site is low (Crawford & Associates, 2017). The project site is not located in an Alquist-Priolo Earthquake Fault Zone and is not located on or immediately adjacent to an active fault.² Therefore, the project would have a less-than-significant impact.

iii, iv) **Less-than-Significant Impact.** Several factors influence the amount of ground shaking at any locality. The principal ones are the distance from the epicenter of the fault movement and the local bedrock-soil conditions. Bedrock areas will have a different shaking impact compared with areas underlain with softer, less consolidated materials. Soils most susceptible to liquefaction are clean, loose, saturated, uniformly graded, and fine-grained sands. The project would be designed using sound engineering judgment and would meet the latest California Building Code (CBC) requirements, which contain seismic design provisions. The project site is not known to be in the proximity of any active faults. Therefore, the project would have a less-than-significant impact.

a.iv) **Less-than-Significant Impact.** Slope failure due to mass movement processes under the influence of gravity can occur without an earthquake. Some of the most common conditions leading to slope failure include the types of materials (unconsolidated, soft sediments or surficial deposits will move downslope more easily than consolidated, hard bedrock), structural properties of materials, steepness of slopes, water, vegetation type, and earthquake-generated ground shaking. The project site slopes downward from west to east with a total elevation change across the site in the east to west direction of approximately 71 feet (Crawford & Associates, 2017). The project site contains relatively shallow rock and stiff soil above the rock (Crawford & Associates, 2017). The project site would be excavated/graded to create two relatively flat terraces and a retaining wall and/or slope would separate the two terraces. The City of Colfax's Hillside Development guidelines are in place to mitigate for landslides and mudflows due to development. Therefore, the project would have a less-than-significant impact.

b) **Less-than-Significant Impact.** Earthwork estimates for the project indicate 11,050 cubic yards of cut and 11,050 cubic yards of fill, for a balanced site. The project would have to obtain a grading permit prior to project construction and the project would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. The Applicant would be

² An active fault is defined by the State of California as a fault that has had surface displacement within Holocene time (approximately the last 11,000 years). A potentially active fault is defined as a fault that has shown evidence of surface displacement during the Quaternary (last 1.6 million years), unless direct geologic evidence demonstrates inactivity for all of the Holocene or longer. This definition does not, of course, mean that faults lacking evidence of surface displacement are necessarily inactive. Sufficiently active is also used to describe a fault if there is some evidence that Holocene displacement occurred on one or more of its segments or branches.

required to prepare an Erosion and Sediment Control Plan and prior to issuance of the grading permit, the City Engineer would review the grading permit application/grading plans and Geotechnical Report, and would require recommendations included in the Geotechnical Report to be incorporated into final grading plans and specifications. Therefore, the project would have a less-than-significant impact.

- c) **Less-than-Significant Impact.** The Geotechnical Report concluded that the project site is suitable for the proposed development. The City Engineer would review the Geotechnical Report prior to issuance of the grading permit. The City of Colfax's Hillside Development guidelines are in place to mitigate for landslides and mudflows due to development. Therefore, the project would have a less-than-significant impact.
- d) **Less-than-Significant Impact.** The Natural Resources Conservation Service in their Soil Survey of Placer County identifies one soil type present at the project site, Mariposa-Josephine complex (5 to 30 percent slopes), which has a low expansion potential. The project site is not expected to contain expansive soils that would create substantial risks to life or property; however, the City engineer would make this determination during the grading permit application process after review of the Geotechnical Report. The project would be designed using sound engineering judgment and would meet the latest CBC requirements for expansive soils, if present. Therefore, the project would have a less-than-significant impact.
- e) **No Impact.** The project does not require the use of septic tanks or any other alternative wastewater disposal system. Therefore, the project would have no impact.

References

- City of Colfax. *2020 General Plan, Appendix A Hillside Development Guidelines*, September 1998.
- City of Colfax. *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control*.
- Crawford & Associates, Inc. *Geotechnical Memorandum, Whitcomb Avenue Development Project, Colfax, CA*. June 21, 2017.
- Department of Conservation. *The Alquist-Priolo Earthquake Fault Zoning Act*. <http://www.conservation.ca.gov/cgs/rghm/ap>. Accessed February 16, 2018.
- Natural Resources Conservation Service. *Soil Survey Placer County, California, Western Part*. 1980.

Greenhouse Gas Emissions

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
7. GREENHOUSE GAS EMISSIONS — Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

This greenhouse gas (GHG) emissions analysis is consistent with the methodology for project review and analysis as described in the PCAPCD's *CEQA Air Quality Handbook* (PCAPCD, 2017). Additional information related to GHG emissions such as existing setting and regulations, as well as detailed construction and operational emissions inventories for the project is in **Appendix A**.

Discussion

a) **Less-than-Significant Impact.** CalEEMod was used to quantify temporary GHG emissions associated with project construction activities, as well as long-term operational GHG emissions produced by motor vehicles, natural gas combustion for space and water heating, electricity use, area sources and solid waste disposal/landfilling. CalEEMod incorporates GHG emission factors for the electric utility serving the project area, Pacific Gas & Electric.

CalEEMod is sensitive to the year selected, since vehicle emissions have and continue to be reduced due to fuel efficiency standards and low carbon fuels. The operational year of 2020 was analyzed since it is the first full year that the project could conceivably be occupied. Default rates for energy consumption were assumed in the model. Emissions rates associated with electricity consumption were adjusted to account for Pacific Gas & Electric utility's projected 2020 CO₂ intensity rate. This 2020 CO₂ intensity rate is based, in part, on the requirement of a renewable energy portfolio standard of 33 percent by the year 2020. CalEEMod uses a default rate of 641 pounds of CO₂ per megawatt of electricity produced. The 2020 CO₂ intensity rate of 290 pounds of CO₂ per megawatt of electricity produced was used (PG&E, 2015).

The project's estimated construction GHG emissions are presented in **Table 3**. The estimated construction GHG emissions are 106 metric tons of CO₂e in 2019, which is less than the PCAPCD Bright-line significance threshold of 10,000 metric tons of CO₂e per year. Construction GHG emissions are a one-time release and are, therefore, not typically expected to generate a significant contribution to global climate change in the long-term.

Thus, the construction emissions from the project would have a less-than-significant impact.

Table 3: Estimated Annual Greenhouse Gas Emissions (metric tons of CO₂e)

Source	Annual CO ₂ e Metric Tons
2019 Construction Emissions	106
PCAPCD Annual Bright-line Threshold	10,000
Potentially Significant (Yes or No)?	No
Operations	
Area Sources	<0.00
Energy	16.7
Mobile	69.7
Solid Waste	2.8
Water	2.5
Total Operational Emissions	91.7
PCAPCD De Minimis Level Threshold	1,100
Potentially Significant (Yes or No)?	No

Source: CalEEMod Version 2016.3.2.

As shown in Table 3, the project's estimated operational GHG emissions are approximately 92 metric tons of CO₂e per year, which is below the PCAPCD De Minimis significance threshold of 1,100 metric tons of CO₂e per year. The PCAPCD considers projects with operational emissions less than 1,100 metric tons of CO₂e per year to be less than cumulatively considerable and excludes them from further GHG impact analysis. Thus, the operational emissions from the project would have a less-than-significant impact.

b) **Less-than-Significant Impact.** The City of Colfax has not developed a Climate Action Plan regarding the reduction of GHG emissions. The applicable plan, policy or regulation adopted for the purpose of reducing the GHG emissions is Assembly Bill (AB) 32 and other State regulations with post-2020 goals such as Executive Order S-3-05 and B-30-15 (GHG regulatory setting information is in Appendix A). The project would result in a significant impact if it would conflict with AB 32 or post-2020 goals in other State regulations. The assumption is that AB 32 and associated regulations and Executive Orders will be successful in reducing GHG emissions and reducing the cumulative GHG emissions statewide to meet 2020 goals and post-2020 goals. The State has taken these measures, because no project individually could have a major impact (either positively or negatively) on the global concentration of GHGs. The project has been reviewed relative to the goals of AB 32 and associated regulations and Executive Orders and it has been determined that the project would not conflict with the State GHG reduction goals. Therefore, the project would have a less-than-significant impact.

References

California Air Pollution Control Officers Association, *CalEEMod User's Guide Version 2016.3.2*, November 2017, http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4

PG&E. Greenhouse Gas Emission Factors: Guidance for PG&E Customers, November 2015, http://www.pge.com/includes/docs/pdfs/shared/environment/calculator/pge_ghg_emission_factor_info_sheet.pdf

Placer County Air Pollution Control District (PCAPCD), *CEQA Air Quality Handbook*, November 2017. <http://www.placerair.org/landuseandceqa/ceqaairqualityhandbook>

Hazards and Hazardous Materials

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation		Less Than Significant Impact	No Impact
		Less Than Significant with Mitigation Incorporation	Less Than Significant Impact		
8. HAZARDS AND HAZARDOUS MATERIALS — Would the project:					
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Discussion

- a, b) **Less-than-Significant Impact.** During construction of the project, the use of hazardous substances would be limited in nature and subject to standard handling and storage requirements. The corporation yard would store trucks, construction equipment, pipes/culverts and a limited amount of aggregate material. The Boat/RV storage would consist of parked boat trailers and RVs. The project does not propose to use or store hazardous materials. Therefore, the project would have a less-than-significant impact.
- c) **Less-than-Significant Impact.** The CORE Placer Charter School is approximately 800 feet southeast of the project site. No other schools are within one-quarter mile of the project site. The project does not propose to use or store hazardous materials. Therefore, the project would have no impact.
- d) **No Impact.** The Department of Toxic Substances Control and State Water Resources Control Board compile and update lists of hazardous material sites pursuant to Government Code Section 65962.5. The project site is not included on the databases maintained by the Department of Toxic Substances Control (Envirostor) and the State Water Resources Control Board (Geotracker) (DTSC, 2018 and SWRCB, 2018). Therefore, the project would have no impact.
- e) **No Impact.** The project site is not located within an airport land use plan and is not within two miles of a public airport. The nearest airport, Auburn Municipal Airport, is approximately 11 miles southwest of the project site. Therefore, the project would have no impact.
- f) **No Impact.** There are no known private airstrips within two miles of the project site. The nearest private airport is the Alta Sierra Airport approximately six miles to the west of the project site. Therefore, the project would have no impact.
- g) **No Impact.** The project would not interfere with emergency response plans or evacuation plans. The project would not impede or require diversion of rescue vehicles or evacuation traffic in the event of a life-threatening emergency. Therefore, the project would have no impact.
- h) **No Impact.** The project site is bordered by industrial, commercial and residential uses. Development of the project would remove vegetation, which would reduce the risk of wildland fires. Therefore, the project would have no impact.

References

City of Colfax, 2020 General Plan Safety Element, September 1998.

Department of Toxic Substances Control (DTSC), DTSC's Envirostor Database,
http://www.envirostor.dtsc.ca.gov/public/mapfull.asp?global_id=&x=119&y=37&zI=18&ms=640,480&mt=m&findaddress=True&city=colfax&zip=&county=&federal_superfund=true&state_response=true&voluntary_cleanup=true&school_clean

up=true&ca_site=true&tiered_permit=true&evaluation=true&military_evaluation=true&school_investigation=true&operating=true&post_closure=true&non_operating=true,
accessed January 12, 2018.

State Water Resources Control Board (SWRCB), *Geotracker*,
<http://geotracker.waterboards.ca.gov/map/>, accessed January 12, 2018.

Hydrology and Water Quality

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
9. HYDROLOGY AND WATER QUALITY — Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

The Drainage Study prepared by Giuliani and Kull, Inc. for the project is Appendix F of this Initial Study (Giuliani and Kull, Inc., 2017).

The Clean Water Act (CWA) has nationally regulated the discharge of pollutants to waters of the U.S. from any point source since 1972. In 1987, amendments to the CWA added section 402(p), which established a framework for regulating non-point source stormwater discharges under the National Pollutant Discharge Elimination System (NPDES). Projects that disturb one or more acres are required to obtain coverage under the General Permit for Discharges of Stormwater Associated with Construction Activity, Construction General Permit (CGP) Order 2009-0009-DWQ.

General Permit applicants are required to submit (to the appropriate regional board) Permit Registration Documents, which include a Notice of Intent, an annual fee, and a Stormwater Pollution Prevention Plan (SWPPP). Additional requirements include compliance with post construction standards focusing on Low Impact Development (LID), preparation of Rain Event Action Plans, and specific certification requirements for specific project personnel. A SWPPP must include implementing Best Management Practices (BMPs) to reduce construction effects on receiving water quality by implementing erosion control measures and reducing or eliminating non-stormwater discharges.

Discussion

a,f) **Less-than-Significant Impact.** Contaminated runoff from the project site could potentially cause negative water quality impacts during project construction and after project development. During construction, the increased area of disturbed soils would result in increased erosion and potentially introduce sediment into stormwater during rain events. After construction is completed, the increased runoff from areas of new impervious surfaces could increase the potential for erosion and the amount of sediment in stormwater runoff.

Coverage under the General Construction Stormwater Permit would be obtained prior to construction activities. As part of the requirements of the General Permit, a SWPPP would be prepared for the project. The SWPPP would be designed to reduce or eliminate pollutant discharges to waters. The SWPPP practices would apply to both the original construction and the site improvements. It would specify the implementation of site-specific BMPs. Monitoring of the BMPs would be performed pursuant to the requirements of the General Permit. Implementation of BMPs would help the project comply with stormwater discharge water quality criteria by capturing pollutants before they enter the waterways.

Monitoring of BMPs would be performed during construction under the General Construction Stormwater Permit. Monitoring consists of performing routine and storm-

based site inspections and making specific recommendations to the project manager, such as installing additional BMPs and performing maintenance on existing BMPs.

A grading permit would be required prior to project construction and the project would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. An Erosion Control Plan would also be prepared and included in the project's final plans as well as in the SWPPP.

Coverage under the General Construction Stormwater Permit, preparation of a SWPPP and the Erosion Control Plan would help ensure no water quality or waste discharge requirements are violated and reduce the potential for substantially degrading water quality. Therefore, the project would have a less-than-significant impact.

- b) **Less-than-Significant Impact.** The City of Colfax is not heavily reliant on groundwater. The Placer County Water Agency (PCWA) would supply water for the project. Water from the Yuba-Bear and American River watersheds and snow pack runoff supplement the PCWA. The additional water demand would not cause groundwater levels in the City's aquifers to decline. The project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge. Therefore, the project would have a less-than-significant impact.
- c, d, e) **Less-than-Significant Impact.** The current drainage pattern of the site is by overland flow that migrates in a southeasterly direction collecting in a natural rough drainage ditch to site outfall. From the site outfall ditch, it transitions into a paved swale that discharges into an existing 48" high-density polyethylene storm drain at the overall basin outfall into an unnamed drainage creek/channel at the intersection of Mink Creek Drive and South Auburn Street. From that point, runoff travels underneath I-80 via culvert, ultimately joining the South Fork American River.

The project would follow the existing drainage pattern of the project site and vicinity, and would not alter the course of any stream or river. The overall drainage pattern for the project would be sheet flow collecting into vegetated swales that would discharge into a piped storm drain system. The storm drain system would discharge into a riprap-lined channel that would connect to an existing 48" storm drain outfall. Due to adequate downstream hydraulic capacity and negligible changes in overall runoff rates at outfall, the project would not require on-site detention or off-site downstream improvements (Giuliani and Kull, Inc, 2017).

The project would have to obtain a grading permit prior to project construction and the project would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. The Applicant would be required to prepare an Erosion and Sediment Control Plan and prior to issuance of the grading permit; the City Engineer would review the Drainage Report as part of the grading permit application. Thus, impacts related to drainage, erosion/siltation,

flooding and runoff would not be expected. Therefore, the project would have a less-than-significant impact.

- g, h) **No Impact.** According to the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program, the project is not located within a 100-year flood hazard area. Therefore, the project would have no impact.
- i) **No Impact.** The City of Colfax is not located near a dam or levee. Therefore, the project would have no impact.
- j) **Less-than-Significant Impact.** The City of Colfax is not in close proximity to the ocean or a landlocked sea; therefore, the City is not at risk of inundation from a seiche or tsunami. The project site is relatively flat, and there would not be a substantial risk of landslides or mudflows. Therefore, the project would have a less-than-significant impact.

References

- City of Colfax, *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control*.
- FEMA, *Flood Insurance Rate Map, Placer County, California and Incorporated Area (Map Number 06061C0125 F)*, June 8, 1998.
- Giuliani and Kull, Inc. *Preliminary Storm Drainage Report for Colfax Partners Commercial Development*. July 2017.
- United States EPA, *National Pollutant Discharge Elimination System General Permit for Discharges from Construction Activities*, February 6, 2012.

Land Use and Land Use Planning

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
10. LAND USE AND LAND USE PLANNING — Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a-c) **No Impact.** The project would not physically divide an established community. The project site is designated Industrial in the Colfax General Plan and is zoned Industrial.

The project would not change the land use designation or zoning of the project site. The City of Colfax constructed public facilities within the Colfax Industrial Park to promote development. The project would comply with the City of Colfax General Plan and the City of Colfax Zoning Ordinance. The City of Colfax does not have an adopted Habitat Conservation Plan or Natural Community Conservation plan. Therefore, the project would have no impact.

References

City of Colfax. *2020 General Plan Land Use Element*, September 1998.
 City of Colfax. *Municipal Code City of Colfax California, Title 17 Zoning*.

Mineral Resources

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
11. MINERAL RESOURCES — Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a-b) **No Impact.** The California Department of Conservation Division of Mines and Geology's *Mine and Prospect Location Map of Placer County, California* (1995) does not identify any documented mines or prospects near the project site. The project site does not contain a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. Therefore, the project would have no impact.

References

Department of Conservation, Division of Mines and Geology (DMG), *Mine and Prospect Location Map of Placer County, California*, 1995.

Noise

<i>Issues (and Supporting Information Sources):</i>	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
12. NOISE — Would the project:				
a) Result in exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This noise analysis includes a Noise Appendix (**Appendix B**). The Noise Appendix includes background noise information, 24-hour noise plots, and a map of the noise measurement locations.

Noise Standards

State Guidelines

The State Land Use Compatibility standards for Community Noise (Table 4 of the Noise Appendix) indicate that for Industrial Land Uses, a Community Noise Exposure up to 75 dB (Ldn or CNEL) is Normally Acceptable, and a Community Noise Exposure up to 80 dB (Ldn or CNEL) is Conditionally Acceptable.

City of Colfax General Plan

The City of Colfax has adopted the State Land Use Compatibility standards for Community Noise for new development.

City of Colfax Noise Ordinance

Chapter 8.28 of the City of Colfax municipal code (noise ordinance) is applicable to the project:

8.28.010 Noise Standards.

It is unlawful for any person to make or continue or cause to be made or continued, any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others within the city when not in the normal or usual conduct of commercial or industrial business.

Construction or Repair of Buildings

- a. The performance of any construction, alteration or repair activities which require the issuance of any building, grading, or other permit may occur only during the following hours:
 - i. Monday through Friday: six a.m. to six p.m.;
 - ii. Saturdays: eight a.m. to five p.m.;
 - iii. Sundays and observed holidays: eight a.m. to five p.m.
- b. Any noise from the above activities, including from any equipment used therewith, shall not produce noise levels in excess of the following:
 - i. Saturdays: eighty (80) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.
 - ii. Sundays and observed holidays: seventy (70) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.
- c. The building official may grant a permit for building activities during other periods for emergency work or extreme hardship. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger. Any permit so granted shall be of specified limited duration and may be subject to any conditions necessary to limit or minimize the effect of any noise permitted thereby.

Discussion

- a), d) **Less-than-Significant Impact.**

Existing Noise

Residences border the project site to the south/southeast, a corporation yard for an engineering firm to the west, a commercial development to the east and Whitcomb Avenue to the north. A railroad track runs north-south 350 feet to the west of the project site.

To quantify existing ambient noise levels in the immediate project vicinity, RCH Group conducted long-term (72-hour) measurements at two locations (Sites 1 and 2), and short-term (10-minute) measurements at five locations (Sites 1-5).

These noise measurements were made using Metrosonics db308 sound level meters, calibrated before and after the measurements, and are summarized in Table 4 below. In general, the project site is a quiet location. The dominant sources of existing noise are passing trains and traffic on I-80.

Table 4: Existing Noise Measurements

Location	Time Period	Noise Levels (dB)	Noise Sources
Site 1. South corner of site, near proposed location of Corporation Yard building.	Monday February 19, 2018 9:46-9:56 a.m.	5-minute Leq's: 42, 42	Vehicle on Winder Road is 45 dB. Distant traffic is up to 43 dB. Background noise is <41.5 dB. Quieter noises include birds, cat meowing, dog barking, and wind rustling leaves.
Site 1. South corner of site, near proposed location of Corporation Yard building.	Tuesday February 20, 12:00 a.m. through Thursday February 22, 11:59 p.m., 2018 72-hour measurement	Hourly Leq's ranged from: 42-59 CNELs: 55, 56, 56	Unattended noise measurements do not specifically identify noise sources.
Site 1. South corner of site, near proposed location of Corporation Yard building.	Friday February 23, 2018 9:30-9:40 a.m.	5-minute Leq's: 50, 52	Train is 66 dB. Freeway traffic is 47-53 dB. Car passing through site is 51 dB. Quieter noises include birds, drainpipe, voices, insects, and wind.
Site 2. Northwest edge of site, north of existing road	Monday February 19, 2018 10:37-10:47 a.m.	5-minute Leq's: 45, 42	Garbage truck on Whitcomb Avenue is 61 dB. Distant traffic is up to 45 dB. Background noise is <41.5 dB. Quieter noises include birds and wind rustling leaves.
Site 2. Northwest edge of site, north of existing road	Tuesday February 20, 12:00 a.m. through Thursday February 22, 11:59 p.m., 2018 72-hour measurement	Hourly Leq's ranged from: 45-62 CNELs: 58, 59, 59	Unattended noise measurements do not specifically identify noise sources.

Site 2. Northwest edge of site, north of existing road	Friday February 23, 2018 9:55-10:05 a.m.	5-minute Leq's: 53, 51	Distant traffic is 49-59 dB. Car on Whitcomb Avenue is 52 dB. Break in traffic is 46 dB. Quieter noises include birds, drips from melting snow, voices, a dog barking, a car starting, and a back-up beep.
Site 3. Entrance to the site, at the end of Whitcomb Avenue	Monday February 19, 2018 12:51-1:01 p.m.	5-minute Leq's: 43, 42	Distant traffic is up to 48 dB. Car pulling in to Sierra Horticulture is 46 dB. Car pulling out of Sierra Horticulture is 44 dB. Background noise is <41.5 dB. Quieter noises include birds.
Site 3. Entrance to the site, at the end of Whitcomb Avenue	Friday February 23, 2018 11:17-11:27 a.m.	5-minute Leq's: 44, 44	Distant traffic is 42-48 dB. Car exiting Sierra Horticulture is 46 dB. Background noise is <41.5 dB. Quieter noises include wind, birds, and insects.
Site 4. Southeast corner of site	Monday February 19, 2018 1:15-1:25 p.m.	5-minute Leq's: 43, 43	Wind is 55 dB. Airplane is 50 dB. A yell is 44 dB. Background noise is <41.5 dB. Quieter noises include birds, voices, wind chimes, and distant traffic.
Site 4. Southeast corner of site	Friday February 23, 2018 11:35-11:45 a.m.	5-minute Leq's: 42, 42	Baby crying is 44-47 dB. Car on Whitcomb Avenue is 43 dB. Background noise is <41.5 dB. Quieter noises include voices, distant traffic, birds, wind chimes, a dog barking, and a train whistle.
Site 5. Northeast edge of site, within the culvert	Monday February 19, 2018 1:32-1:42 p.m.	5-minute Leq's: 45, 42	Passing train is up to 50 dB. Distant traffic is up to 44 dB. Background noise is <41.5 dB. Quieter noises include birds, voices, and a distant train whistle.
Site 5. Northeast edge of site, within the culvert	Friday February 23, 2018 11:49-11:59 a.m.	5-minute Leq's: 43, 43	Crow is 49 dB. Train is 47-49 dB. Distant traffic is 42-46 dB. Train whistle is 42 dB. Background noise is <41.6 dB.

Source: RCH Group, 2018

Note: See Noise Appendix for a map of noise measurement site locations.

Impacts of Existing Noise Levels on Future Tenants

From the 72-hour measurements, the average noise level at the proposed location of the Corporation Yard Building (Site 1) was 55-56 dB CNEL. Noise levels would not exceed the 75 dB Ldn standard for Industrial uses. Therefore, the project would have a less-than-significant impact.

Temporary Construction Noise

The primary noise impact of the project would be the impact of noise from construction on nearby residences. Nearby residences would be sensitive receptors for the construction noise. Project construction activities would cause a temporary increase of ambient noise levels in the project vicinity. After construction, noise in the project vicinity would not differ from existing conditions.

Construction activities would include removal of vegetation and trees, grading, utility work, building construction and paving. These activities would require the use of numerous pieces of noise-generating equipment.

Construction worker traffic and construction-related haul trips would generate noise and incrementally raise ambient noise levels along local haul routes, depending on the number of haul trips made and types of vehicles used. Construction activities and associated traffic would occur primarily during the daytime.

Construction activities associated with the project would be temporary, would move throughout the project site, and would comply with the City of Colfax municipal code. Therefore, the project would have a less-than-significant impact.

- b) **Less-than-Significant Impact.** Construction would occur no closer than 25 feet from the nearest residential structures. Construction would not require the use of pile drivers. As shown in Table 4 of the Noise Appendix (**Appendix B**), the predicted vibration levels from construction equipment other than pile drivers at a distance of 25 feet would not exceed the 0.5 in/sec PPV threshold for residential and commercial structures. Therefore, the project would have a less-than-significant impact.
- c) **Less-than-Significant Impact.** After construction, impacts from the project would include any operational noise that would affect surrounding land uses. Operational noise from the project could include traffic to and from the project site, truck loading, and parking lot noise. These noise sources are relatively quiet and would not likely result in a perceptible change in noise levels at nearby sensitive receptors. Noise levels from project operations would be considered compatible with the surrounding land uses and all City of Colfax noise standards. Any permanent increase in ambient noise levels in the project vicinity would not be substantially greater than existing levels without the project. Therefore, the project would have a less-than-significant impact.

- e) **No Impact.** The project site is not located within an airport land use plan or within two miles of a public or public use airport. The project would not expose people working or visiting in the project area to excessive airport noise levels. Therefore, the project would have no impact.
- f) **No Impact.** There are no private airstrips located near the project site and, therefore, the project would not expose future employees and visitors to excessive aircraft noise levels. The project would not increase onsite exposure to aircraft noise. Therefore, the project would have no impact.

References

Caltrans. Technical Noise Supplement. 1998.

Caltrans. *Transportation Related Earthborne Vibrations*, prepared by the Division of Environmental Analysis, Office of Noise, Air Quality, and Hazardous Waste Management. 2002.

Caltrans. *Transportation- and Construction-Induced Vibration Guidance Manual*, Prepared by Jones & Stokes. 2004.

City of Colfax. *General Plan Noise Element*.

City of Colfax. *Municipal Code, Chapter 8.28 Noise Standards*.

Federal Transit Administration. *Transit Noise and Vibration Impact Assessment* (FTA-VA-90-1003-06). 2006.

U.S. Environmental Protection Agency. *Legal Compilation*. 1973.

Population and Housing

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
13. POPULATION AND HOUSING — Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a-c) **No Impact.** The project site is zoned industrial and the project would not construct new residences or displace existing housing or people. The project would not increase

population because workers at the offices of the proposed Corporation Yard already live/work in Colfax and the neighboring communities of Colfax. Therefore, the project would have no impact.

Public Services

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
14. PUBLIC SERVICES — Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a.i) **Less-than-Significant Impact.** The Colfax Fire Department (CFD) and the California Department of Forestry and Fire Protection (Cal-Fire) have entered into a mutual aid agreement to provide fire protection to Colfax and the project site. The Colfax Fire Station and Cal-Fire 30 Colfax Station are both roughly one-half mile from the project site.

The project would not create the need for new fire facilities, but would be required to pay applicable impact fees for fire protection. The project would have to comply with provisions for fire hydrants within the City of Colfax Municipal Code, and the Fire Chief and City Engineer would review any required fire hydrant type and locations. Therefore, the project would have a less-than-significant impact.

a.ii) **Less-than-Significant Impact.** The City of Colfax contracts its law enforcement needs through the Placer County Sheriff's Office at 10 Culver Street. The Colfax Substation is manned by a Sergeant, four City dedicated deputies, two resident deputies and senior volunteers. The main Placer County Sheriff's Office at 2929 Richardson Drive in Auburn. The nearest CHP station is in the town of Gold Run and their units are available to Colfax. The closest station to the project site is the Placer County Sheriff's Office approximately one-half mile from the project site. The project would not create the need

for new police protection facilities, but would be required to pay applicable impact fees for police protection. Therefore, the project would have a less-than-significant impact.

a.iii) **No Impact.** Colfax Elementary School District provides educational services for the City of Colfax. Colfax Elementary is at 24825 Ben Taylor Road. Colfax High School is part of the Placer Union School District. Colfax High School is at 24995 Ben Taylor Road. Core Placer Charter School is approximately 800 feet southeast of the project site. The project would not increase population because workers at the offices of the proposed Corporation Yard already live/work in Colfax and the neighboring communities of Colfax, thus it would not create the need for new school facilities. Therefore, the project would have a less-than-significant impact.

a.iv) **No Impact.** The City of Colfax currently has four parks totaling 3.26 acres. The project would not include residential uses or increase population, thus it would not require the construction of new recreational facilities. Therefore, the project would have a less-than-significant impact.

a.v) **No Impact.** The project would have no impact on the provision of any other public facilities. The project would not require the construction of new governmental facilities or require physically altering existing facilities to maintain the City's public services. Therefore, the project would have no impact.

Recreation

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
15. RECREATION — Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a-b) **Less-than-Significant Impact.** The project would not increase the use of existing recreational facilities nor would it include recreational facilities or require the construction or expansion of recreational facilities. Therefore, the project would have no impact.

Transportation and Traffic

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
16. TRANSPORTATION AND TRAFFIC — Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

a-b) **Less-than-Significant Impact.** The project site is at the end of the Whitcomb Avenue cul-de-sac in the Colfax Industrial Park, which was developed and approved for this type of project. The project site would be accessed via South Auburn Street to Whitcomb Avenue.

Project operations would generate approximately 76 total trips per day during the week, with less trips on weekends (66 trips per day from the corporation yard and 10 per day from the Boat/RV storage). This would translate to a total of approximately 10 a.m. peak hour trips and 10 p.m. peak hour trips per day (nine peak hour trips from the corporation yard and one peak hour trip from the Boat/RV storage).³ The Colfax Hotel IS/MND was estimated to generate 577 daily trips, 32 a.m. peak hour trips, and 41 a.m. peak hour trips to South Auburn Street, and was found to not exceed the City's minimum Level of Service (LOS) C standard.⁴ Thus, the small number daily trips and peak hour trips during project operations would not cause LOS at any intersection in the project vicinity to exceed the City's minimum LOS C standard.

³ Institute of Transportation Engineers. *Trip Generation 9th Edition*, 2012.

⁴ City of Colfax. *Colfax Hotel Project Initial Study/ Mitigated Negative Declaration*, May 2018.

The project would not conflict with any plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. The project would not conflict with a congestion management program as the City of Colfax has not adopted such plan. The project would not cause LOS at any intersection in the project vicinity to exceed the City's minimum LOS C standard. The project would be subject to the City's Traffic mitigation fee. Therefore, the project would have a less-than-significant impact.

- c) **No Impact.** The project site is 11 miles from the Auburn Municipal Airport. The project site is small and the project would not change air traffic patterns. Therefore, the project would have no impact.
- d) **No Impact.** The project would not involve any new hazardous design features nor introduce any new uses that may be incompatible with transportation. The project access is at the end of a cul-de-sac intended for access to the project site. Therefore, the project would have no impact.
- e) **No Impact.** The project would not affect emergency response routes. Therefore, the project would have no impact.
- f) **No Impact.** The project would not decrease the performance or safety of public transit, bicycle, or pedestrian facilities. Therefore, the project would have no impact.

References

City of Colfax, *Colfax Hotel Project Initial Study/ Mitigated Negative Declaration*, May 2018.

Institute of Transportation Engineers, *Trip Generation 9th Edition*, 2012.

Tribal Cultural Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
17. TRIBAL CULTURAL RESOURCES — Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) **Less-than-Significant Impact.** As discussed in the Cultural Resources section discussion, there are no archaeological or built environment resources at the project site and no cultural resources were previously recorded within the project area (NIC, 2018). Thus, the project does not have the potential to cause a significant impact on any resource that currently qualifies as a historical resource, or that has been recommended eligible for listing in the NRHP or CRHR. Therefore, the project would have a less-than-significant impact.
- b) **Less-than-Significant Impact with Mitigation.** As discussed in the Cultural Resources section discussion, the potential for discovery of buried archaeological or paleontological resources is considered low (NIC, 2018). No tribal cultural resources (TCRs) are known to exist within the project area (NIC, 2018). No tribes requested AB52 consultation.

Natural Investigations contacted the NAHC requesting a search of their Sacred Lands File for traditional cultural resources within or near the project site. The NAHC replied that sacred sites were identified in the project vicinity and to directly contact the Colfax-Todds Valley Consolidated Tribe for more information regarding potential TCRs or sacred sites. Natural Investigations contacted the Todds Valley Consolidated Tribe requesting information regarding sacred lands, TCRs or other heritage sites that could be affected by the project. The Tribe's Cultural Preservation representative, Pamela Cubbler, provided maps of the project area, the NAHC response letter and the results of the NCIC record search, specifically the record for a previously documented archaeological site

mapped within a quarter mile of the project site. Natural Investigations and Ms. Cubbler determined it was prudent to have a Tribal representative present during the pedestrian survey of the project site. At conclusion of the pedestrian survey of the project site, on behalf of the Tribe, Ms. Cubbler, who participated in the negative field survey, agreed the potential for buried cultural resources is low and stated that there was no reason for Tribal monitoring during project construction (NIC, 2018).

Should any TCRs be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-1 and CUL-2** would reduce impacts to a less-than-significant level.

References

Natural Investigations Company. *Cultural and Paleontological Resources Inventory for the Colfax Partners Corporation Yard and RV/Boat Storage Project*, January 3, 2018.

Utilities and Service Systems

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation		Less Than Significant Impact	No Impact
		Less Than Significant with Mitigation Incorporation	Less Than Significant Impact		
17. UTILITIES AND SERVICE SYSTEMS — Would the project:					
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c) Require or result in the construction of new stormwater drainage facilities, or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
e) Result in a determination by the wastewater treatment provider that would serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Discussion

a, b, e) **Less-than-Significant Impact.** The City owns and operates three sewer infrastructure systems that service the City and some out-of-city-limits residents. The system includes the Wastewater Treatment Plant (WWTP), a sewer collection system and sewer lift stations. The systems provide primary and secondary treatment of sanitary wastewater as well as treatment and conditioning of the solids removed at the treatment plant. The Regional Water Quality Control Board, Central Valley Region, permits the WWTP under the National Pollution Discharge Elimination System (NPDES) permit, No. CA0079529, Order R5-2013-0045. Under the NPDES permit waste discharge requirements (WDRs), the City of Colfax is allowed to operate the WWTP up to an average daily dry weather discharge flow of 0.275 million gallons per day.

The project would not require or result in the construction or expansion of a new water or wastewater treatment facility. The project would connect to the City's sewer system. The City of Colfax extended sanitary sewer lines to the Colfax Industrial park to promote development. The sewer collection system would be designed to the satisfaction of the City of Colfax and the Placer County Environmental Health Department. The project would be required to pay the City's applicable sewer impact fee. The type of wastewater to be produced by the project would be typical of wastewater already collected and treated at the WWTP. The WWTP is capable of handling and treating wastewater from the project to the treatment requirements of the Central Valley Regional Water Quality Control Board. Construction of the on-site sewer improvements would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. Therefore, the project would have less-than-significant impact.

The project would extend the existing PCWA water line. The City of Colfax extended the water line to the Colfax Industrial park to promote development. Construction of the on-site water pipeline extension would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. Therefore, the project would have less-than-significant impact.

- c) **Less-than-Significant Impact.** The project would not require on-site detention or off-site downstream storm drainage improvements (Giuliani and Kull, Inc, 2017). Therefore, the project would have a less-than-significant impact.
- d) **Less-than-Significant Impact.** The project would be served by the PCWA. The PCWA makes commitments for service only upon execution of a facilities agreements and payment of all fees required by the PCWA. The project would enter into a facilities agreement and pay all applicable fees. The project would not result in new or expanded water entitlements. Therefore, the project would have a less-than-significant impact.
- f, g) **Less-than-Significant Impact.** Recology collects solid waste in the City of Colfax and disposes it for sorting at Recology Auburn Placer Transfer Station. Any solid waste not

recycled or composted would be disposed of at the Western Regional Sanitary Landfill. Solid waste collection is a “demand responsive” service and current service levels can be expanded and funded through user fees without difficulty. The project would comply with all federal, state and local statutes and regulations related to solid waste. The project would be required to pay garbage collection fees and landfill equity buy-in fees. Therefore, the project would have a less-than-significant impact.

References

City of Colfax. *Sewer Evaluation and Capacity Assurance Plan*, 2010.

Giuliani and Kull, Inc. *Preliminary Storm Drainage Report for Colfax Partners Commercial Development*, July 2017.

Mandatory Findings of Significance

<u>Issues (and Supporting Information Sources):</u>	<u>Potentially Significant Impact</u>	<u>Less Than Significant with Mitigation Incorporation</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
18. MANDATORY FINDINGS OF SIGNIFICANCE — Would the project:				
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a) **Less-than-Significant with Mitigation.** The project site is currently undeveloped and the project would involve disturbances to the site such as grading, excavation, tree removal and soil disruption. With implementation of **Mitigation Measures BIO-1, CUL-1 and CUL-2**, the project would not substantially degrade the quality of the environment, reduce habitat, restrict the range of a rare or endangered plant or animal, or eliminate a plant or animal community. The project would not affect any historic

structures. Therefore, the project would have a less-than-significant impact with mitigation incorporated.

- b) **Less-than-Significant Impact.** The project would not have a cumulatively considerable impact on any of the environmental factors discussed above. Therefore, the project would have a less-than-significant impact.
- c) **Less-than-Significant Impact.** The project would not result in impacts to human beings that would result in substantial adverse effects on human beings, directly or indirectly. Therefore, the project would have a less-than-significant impact.

End of Initial Study

PRELIMINARY PLANS FOR COLFAX PARTNERS

APN: 100-230-013-000

NOTICE TO CONTRACTORS
CONTRACTOR TO NOTIFY U.S.A. (UNDERGROUND SERVICE ALERT) AT 800-227-2600 A MINIMUM OF 24 HOURS BEFORE BEGINNING UNDERGROUND WORK FOR VERIFICATION OF THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

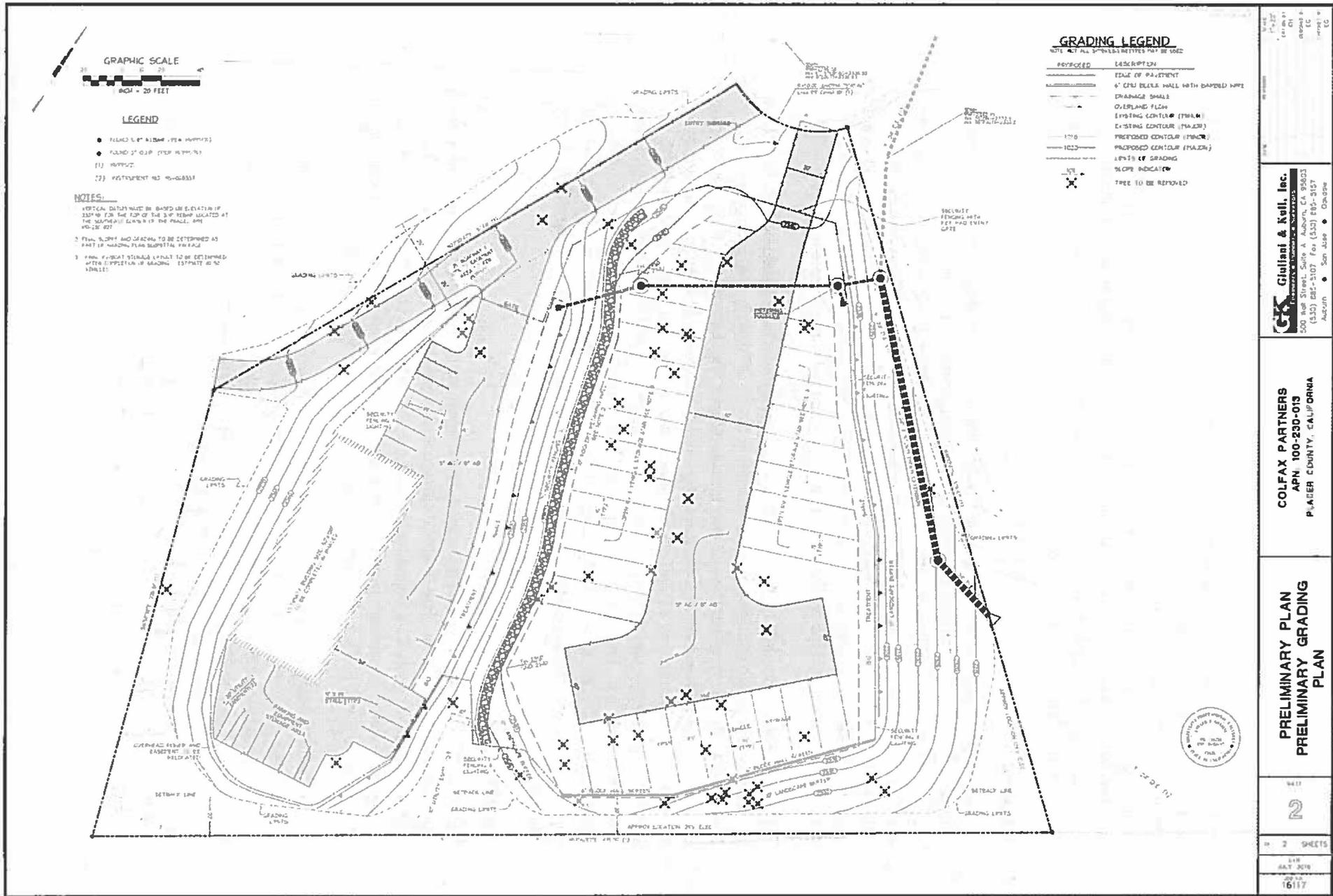


DIAL TOLL FREE
1-800-227-2600

LEGEND

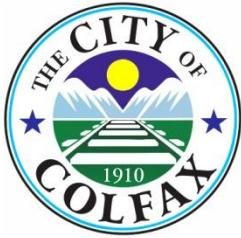
SYMBOL	DESCRIPTION
—	PROPERTY LINE (SUBJECT PROPERTY)
—	PROPERTY LINE (ADJACENT PROPERTY)
—	EASEMENTS
—	SEWER SETBACK (AS NOTED)
—	CEMENT LINE
—	SEWER LINE (AS NOTED)
—	TYPE M RIGID CLAD, CUTTING & SICKLE
—	TYPE M FOLDED CLAD & CUTTER
—	TYPE V VERTICAL CLAD & CUTTER IN SICKLE
—	TYPE AL PAPERLINE AND 2" SICKLE
—	AL BENTONITE & 2" SICKLE
—	MANHOLE DITCH
—	PIPE LINE (AS NOTED)
—	PIPE DRAIN LINE
—	INPUT ELEVATION
—	ELEVATION CONTROL
—	LOT 2 PLANS ARE STAMPED 10-867-6 PLANS ARE 100-230-013
—	REFLECTIVE
—	WATER MAIN 52"
—	RESTORED WATER MAIN 52"
—	WATER VALVE GATE
—	WATER VALVE, BUTTERFLY
—	WATER VALVE, CHECK
—	WATER VALVE, BLOW OFF
—	WATER VALVE, BACK PRESSURE AND TYPE
—	WATER VALVE, CHECK
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Attachment 5b



Attachment 5c

Photo intended as a sample of overall look of building. Dimensions and colors will vary.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Dane Schilling, City Engineer
DATE: October 31, 2018
SUBJECT: Construction Management and Inspection Services for S. Auburn St. and I-80 Roundabout Project (Federal Aid Project CML-5187(010))

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$299,085 less \$29,447 (reimbursable)	FROM FUND: 385
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 72-2018 authorizing the City Manager to enter into a consultant services agreement with Psomas for construction management and inspection services on the South Auburn Street and I-80 Roundabout Project in an amount not to exceed \$299,085, contingent upon Caltrans approval of the procurement process.

BACKGROUND AND DISCUSSION:

City of Colfax's adopted budget for Fiscal Years 2018-2019 and 2019-2020 includes \$2,453,000.00 for the design and construction of the S. Auburn Street and I-80 Roundabout Project ("Project").

On November 8, 2017, the City of Colfax adopted Resolution 51-2017 authorizing the City Manager to enter into a Consultant Services Agreement with Omni-Means for preliminary design, final design, right-of-way services, utility coordination services, Caltrans coordination services, and bid support services for the Project. These efforts are nearly complete and in the next few weeks the City will begin the process of submitting a request for authorization to construct (RFA CON) to Caltrans for review and approval. Once that approval is granted (estimated January 2019) the City will be able to solicit bids for construction of the Project.

In June of 2018 staff issued a Request for Proposals (RFP) to construction management consultants to provide construction management and inspection services for the Project. The City received proposals from three construction management firms. An evaluation committee consisting of City staff, PCTPA Staff, and City Engineering consultants reviewed the proposals submitted and determined that Psomas was the most qualified consultant to provide Construction Management and Inspection Services on the project.

Due to the federal funds for the Project, the procurement process was conducted in a manner which satisfies required federal procedures as administered by Caltrans. The City must receive review and approval from Caltrans to confirm the proper procedures were followed prior to entering into the construction management services contract. Consultants were rated on: relevant experience and technical competence of the team (30 points); recent experience of the project team with similar projects (20 points); clear understanding of the project scope and requirements and an approach to providing the

services in a way that ensures a quality project and protects the City's interests (20 points); demonstrated ability to manage projects within scope, schedule, and budget (20 points); and responsiveness and overall quality of the technical proposal (10 points).

The scope of services provided by Psomas for the project includes but is not limited to:

- Preconstruction Services
 - Constructability Review
 - Preconstruction Meeting with the Contractor
 - Preconstruction Documentation of the Existing Site Conditions
- Construction Phase Services
 - Daily Site Inspection
 - All Required Meetings
 - Schedule and Cost Management
 - Submittal Management
 - Permit Compliance
 - Material Testing
 - Labor Compliance Monitoring
- Post Construction Phase Services
 - Final Punch List
 - Final Invoicing
 - Record Drawing
 - Complete Project Files

The project has an extremely aggressive schedule for this type of project. If all approvals are obtained in a timely manner, the project is scheduled to go out to bid as early as January 2019 with construction beginning in April 2019 and ending as early as September 2019.

FISCAL IMPACT:

The proposed agreement with Psomas is in an amount no to exceed \$299,085. The current budget includes \$2,453,000.00 for the Project. It should be noted that \$29,447 of the construction management costs are for relocating PCWA facilities and will be reimbursed by PCWA upon completion of the project.

ATTACHMENTS:

1. Resolution 72-2018
2. Contract
3. Psomas Proposal
4. Revised Fee Proposal

City of Colfax

City Council

Resolution № 72-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT WITH PSOMAS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE SOUTH AUBURN STREET AND INTERSTATE 80 ROUNDABOUT PROJECT IN AN AMOUNT NOT TO EXCEED \$299,085, CONTINGENT UPON CALTRANS APPROVAL OF THE PROCUREMENT PROCESS

WHEREAS, the City of Colfax Fiscal Year 2018-19 Budget includes the S. Auburn Street/I-80 Roundabout project ("Project"); and

WHEREAS, in June 2017, City staff issued a request for proposals from construction management and inspection consultants and received three proposals; and

WHEREAS, City Staff, in accordance with federal funding requirements, assembled a panel to review engineering proposals and determined that Psomas, was the most qualified engineering consultant to perform the work; and,

WHEREAS, the scope of services provided by Psomas for the Project includes pre-construction review, construction phase and post-construction services in an amount not to exceed \$299,085; and

WHEREAS, Caltrans Office of Local Assistance is required to review and approve the procurement process; and

WHEREAS, City of Colfax will submit a package to Caltrans for compliance review and approval of the procurement process.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Colfax authorizes the City Manager to enter into a consultant services agreement with Psomas for construction management and inspection of the South Auburn Street and Interstate 80 Roundabout Project in an amount not to exceed \$299,085, contingent upon Caltrans approval of the procurement process.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of November 2018 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 15th day of November ,2018 by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and Psomas ("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: Psomas
 1075 Creeksie Ridge Dr #200
 Roseville, CA 95678

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: Wes Heathcock

Printed Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

City of Colfax
South Auburn Street and Interstate 80 Roundabout Project

COST PROPOSAL

Consultant Name **PSOMAS**

DIRECT LABOR

<u>Classification</u>	<u>Name</u>	<u>Hours</u>	Initial Hourly <u>Rate</u>	Total
PM and Construction Manager	Frank Martin, PE, QSP, EN	304	@ \$ 215.00	\$ 65,360
Assistant Construction Manager	Tim Grossmann, ENV SP	552	@ \$ 162.00	\$ 89,424
Construction Inspector	Tim Grossmann, ENV SP	744	@ \$ 153.00	\$ 113,832
Construction Inspector (OT)	Tim Grossmann, ENV SP	48	@ \$ 202.00	\$ 9,696
Administrative Assistant	Kim Yuson	184	@ \$ 100.00	\$ 18,400
		1,832		
			Subtotal Direct Labor Costs	\$ 296,712
				\$ 296,712

OTHER COSTS

Vehicles (Included in Overhead)	\$ -
Field Equipment and Supplies	\$ 250
Office Supplies	\$ 500
Miscellaneous Expenses	\$ 500
	\$ 1,250

SUBCONSULTANT COST

WRECO	\$ 25,000
Argonaut	\$ 17,134
Subconsultant Mark-up - 10%	\$ 4,213
	\$ 46,347

TOTAL COST \$ 344,309

City of Colfax
South Auburn Street and Interstate 80 Roundabout Project
Required Work Effort
Task and Manpower Breakdown

TASK	TASK DESCRIPTION	Psomas			Subcontract Support	
		Project Manager/Construction Manager (Frank Martin, PE)	Assistant Construction Manager (Tim Grossmann, ENV SP)	Construction Inspector (Tim Grossmann)	Administration Assistant (Kim Yuson)	SWPPP (Argonaut Ecological Consulting) (DBE)
1	Pre-Construction Phase Services	40	40	40	16	
1	Review Project Documents	20	24	32		AR
2	Meeting with City's Project Manager and Design Engineer	4	4			
3	Pre-Construction Conference	8	12			AR
4	Document Existing Conditions			8		
6	Establish Contract with City	8			16	
2	Construction Phase Services	184	472	712	128	
1	Project Correspondence	16	80			
2	Monthly Invoicing/Budget Tracking	32			32	
3	Weekly Project Meetings	24	64			
4	Schedule Management	16	32			
5	Payment Recommendations		80	80		
6	Change Order Management	24	40	24		
7	Requests for Information	16	32			
8	Submittal Management	32	80			
9	Permit Compliance	8	16			AR
10	Construction Observation			504		
11	Traffic Control			64		
12	Health and Safety Awareness	4	8	16		
13	Material Sampling and Testing	8	24	24		AR
14	Labor Compliance Monitoring and Reporting	4	16		96	
3	Post-Construction Phase Services	80	40	40	40	
1	Punch Lists			24		
2	Final Inspection	8		8		
3	Contract Acceptance	32	24			
4	Project Closeout	32	16	8	32	AR
5	Final Invoicing and City Contract Closeout	8			8	
Summary of Project Manhours		304	552	792	184	0
AR = As Requested						

City of Colfax
South Auburn Street and Interstate 80 Roundabout Project

Manpower Utilization

NAME	FIRM	RESPONSIBILITY	PRE-	Construction									Post-	TOTAL HOURS
			Sept-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19		
Frank Martin, PE, QSP, ENV SP	Psomas	Project Manager and Construction Manager (RE)	40	40	16	16	16	16	16	24	40	80		304
Tim Grossmann, ENV SP	Psomas	Assistant Construction Manager	40	40	88	60	60	60	40	84	40	40		552
Tim Grossmann, ENV SP	Psomas	Construction Inspector	40	40	88	100	100	100	112	84	40	40		744
					12	12				12	12			48
Kim Yuson	Psomas	Administrative Assistant	16	16	16	16	16	16	16	16	16	40		184

1,832

City of Colfax
South Auburn Street and Interstate 80 Roundabout Project

Direct Expenses

		UNIT	QTY	UNIT COST	SUBTOTAL	TOTAL
A)	VEHICLES (Includes insurance, gas and O&M) ₁ Psomas PM/Resident Engineer Construction Inspector	Month		Included in Hourly Rate		
		Month		Included in Hourly Rate		
B)	FIELD EQUIPMENT & SUPPLIES ₂ Field Survey Equipment ₃ Video Camera & Supplies ₂ Turbidity Meter and pH Kit ₃ Tools & Miscellaneous ₃	Month LS Months LS		Included in Hourly Rate Included in Hourly Rate Included in Hourly Rate \$250		\$250
C)	OFFICE Office Space with Security Janitorial Service Utilities Telephone Office Equipment (Desk, Chairs, Tables, etc) Copy/Fax Machine (Including Paper) Office First Aid Supplies Water Services & Refrigerator Wireless Internet Set-up & Removal Internet DSL Access Initial Office Supplies Office Supplies Postage/Courier/Reproduction ₅ Photos & Prints ₅	Month Month Month Month Month Month Month Month LS Month LS Month Month Month Month	1 5	Included in Hourly Rate Included in Hourly Rate N/A N/A \$250 \$50 \$250 If Requested by City ₆ If Requested by City ₆	\$250 \$250	\$250 \$250
D)	COMPUTERS Laptop Computers (with Software) ₂ Misc. Hardware/Software (Speciality Applications) _{4/6} IT Staff (Computer Network Set-up/Take-down)	Month LS LS	Each	Included in Hourly Rate If Requested by City \$3,000	\$3,000	
E)	TRAVEL ₆ Plant/Source Inspection (Airfare, Hotel, Car, Per diem)	Each		\$1,000		
F)	MISCELLANEOUS EXPENSES	LS				\$500
G)	TOTAL DIRECT EXPENSES				TOTALS:	\$1,250

NOTES:

- 1) Vehicle costs are included in hourly rates for all staff.
- 2) Standard Equipment (e.g. cell phones, hand levels, digital cameras, etc.) are included in the hourly rates.
- 3) Represents specialized tools and/or equipment that may be requested by the City.
- 4) Represents specialized computer hardware and software that maybe requested by the City.
- 5) Items designated are normally provided by the Contractor as specified within the Contract Special Provisions.
- 6) Purchases of office supplies, miscellaneous computer hardware or software and any travel costs shall be invoiced to City by direct receipt. No mark-ups shall be applied to these receipts.

City of Colfax
South Auburn Street and Interstate 80 Roundabout Project

EXEMPT & NON-EXEMPT EMPLOYEES - STRAIGHT TIME

Fringe Benefit %	45.9% +	Overhead%	124.87	General Administration %	(Included in OH)	=	ICR	170.77%	Fee% = 10.00%
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PREVAILING WAGE EMPLOYEES (INSPECTION) - STRAIGHT TIME

Fringe Benefit %	45.90% +	Overhead%	124.87	General Administration %	(Included in OH)	=	ICR	170.77%	Fee% = 10.00%
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PREVAILING WAGE EMPLOYEES (INSPECTION) - OVERTIME

Fringe Benefit %	37.60% +	Overhead%	124.87% +	General Administration %	(Included in OH)	=	ICR	162.47%	Fee% = 10.00%
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BILLING INFORMATION

Name/Classification	(Average) Hourly Billing Rates				From	To	Effective date of hourly rate	Actual hourly rate	# of Hours
	Straight	OT (1.5x)	DT (2x)						
Frank Martin, PM / Construction Manager	\$ 229.22	\$ 229.22	\$ 229.22		06/01/17	12/31/17	\$ 76.96	304	\$ 69,683.81
Tim Grossmann, Assistant CM	\$ 163.82				06/01/17	12/31/17	\$ 55.00	552	\$ 90,426.35
Tim Grossmann, Construction Inspector	\$ 152.08				06/01/17	12/31/17	\$ 51.06	744	\$ 113,148.02
Tim Grossmann, Construction Inspector(OT)		\$ 201.97			06/01/17	12/31/17	\$ 51.06	48	\$ 9,694.33
Kim Yuson, Administrative Assistant	\$ 99.57				06/01/17	12/31/17	\$ 33.43	184	\$ 18,320.93
							Total		\$ 301,273.44

NOTES:

- 1) Construction (field) inspection staff will conform to prevailing wage requirements as posted by State of California - Department of Industrial Relations.
- 2) Overhead audited by independent certified public accountancy firm, Stoughton Davidson. Cognizant agency review & approval was completed by Caltrans w/o exception.
- 3) Exempt staff classifications applies to Project Manager and Resident Engineer. Overtime for Exempt Employees is charged at the Regular Hourly Rate.
- 4) For Non-Exempt staff, standard OT (1.5x) is charged at approximately 133% of the straight time hourly rate since health & welfare is covered in the first 40 hours.
- 5) For Non-Exempt staff premium OT (2.0x) is charged at approximately 166% of the straight time hourly rate. (No double-time rates included in this proposal)
- 6) All billing rates include vehicles, gasoline, maintenance, personal equipment, laptop computers, cameras, etc. (See ODC Breakdown).

EXHIBIT 10-H COST PROPOSAL
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Argonaut Ecological, Inc. Contract No. _____ Date 9-Jan-17

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Sr. Scientist	Kathy Kinsland	90	\$130.00	\$11,700.00
Technician 1	Kaitlyn Minney	10	\$75.00	\$750.00
Technician 2	Paige Martin	10	\$75.00	\$750.00

LABOR COSTS

a) Subtotal Direct Labor Costs	\$13,200.00
b) Anticipated Salary Increases	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$13,200.00

FRINGE BENEFITS

d) Fringe Benefits (Rate <u>5.00%</u>)	e) Total Fringe Benefits [(c) x (d)] <u>\$660.00</u>
-----------------------------------------	---------------------------------------------------------

INDIRECT COSTS

f) Overhead (Rate: <u>8.00%</u>)	g) Overhead [(c) x (f)] <u>\$1,056.00</u>
h) General and Administrative (Rate: <u>5.00%</u>)	i) Gen & Admin [(c) x (h)] <u>\$660.00</u>
	j) Total Indirect Costs [(e) + (g) + (i)] <u>\$2,376.00</u>

FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] <u>\$1,557.60</u>
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	0	\$0.00	\$0.00
m) Equipment Rental and Supplies (itemize)	0	\$0.00	\$0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	0	\$0.00	\$0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	0	\$0.00	\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			\$0.00
TOTAL COST [(c) + (j) + (k) + (p)]			\$17,133.60



8331 Sierra College Boulevard, Suite 208
Roseville, CA 95661
Phone: 916.757.6150
www.wreco.com

June 26, 2018

Frank C. Martin III, PE, QSP, ENV SP
PSOMAS
1075 Creekside Ridge Drive #200
Roseville, CA 95678

Subject: Proposal for Construction Management, Inspection, and Testing Services for South Auburn Street and Interstate 80 Roundabout Project

Dear Mr. Martin,

Please find enclosed WRECO's Form 10-H. Please be advised the number of hours of service cannot be estimated at this time and Other Direct Costs (ODC) are subject to change as project plans and specifications are unavailable.

Please feel free to contact me at (925) 941-0017 x201 or Raymond Downes at (916) 757-6150 x152 if you have any questions.

Sincerely,
WRECO

A handwritten signature in blue ink that reads "Han-Bin Liang".

Han-Bin Liang, Ph.D., P.E.
President

EXHIBIT 10-H3 COST PROPOSAL Page 1 of 2
 COST PER UNIT OF WORK CONTRACTS
 (GEOTECHNICAL AND MATERIAL TESTING)

Note: Mark-ups are Not Allowed

 Prime Consultant Subconsultant 2nd Tier Subconsultant
Consultant WRECOProject No. _____ Contract No. _____ Date 6/26/2018**Unit/Item of Work:**

(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)

Include as many Items as necessary.

DIRECT LABOR	Hours	Billing Hourly Rate (\$)	Total (\$)
Senior Geotechnical Engineer*	TBD	\$184.31	_____
Laboratory/Field Services Manager*	TBD	\$92.19	_____
Field Technician**	TBD	\$97.42	_____
EQUIPMENT 1 (with Operator)	_____	_____	\$0.00
EQUIPMENT 2 (with Operator)	_____	_____	\$0.00

Consultant's Other Direct Costs (ODC) – Itemize: \$ 30,117.50

Description of Item	Quantity	Unit	Unit Cost	Total
Travel/Mileage Costs	1500	Mile	\$ 0.545	\$ 817.50
Laboratory Testing		LS	\$ -	\$ 28,800.00
Subconsultant 1: Pavement coring equipment; Twining, Inc. (estimated 1 trip @ 4 hours per site visit)			\$	500.00

TOTAL COST PER UNIT OF WORK \$50,024.80**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals. The cost proposal format shall not be amended.
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items shall be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- Billing Hourly Rates must be actual, allowable, and reasonable.

EXHIBIT 10-H3 COST PROPOSAL Page 2 of 2**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Han-Bin Liang

Title* President

Signature: 

Date of Certification

6/26/2018

Email: hanbin_liang@wreco.com

Phone Number: 916-757-6150

Address: 8331 Sierra College Blvd, Suite 208, Roseville, CA 95661

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Materials Testing and Construction Inspection



8331 Sierra College Boulevard, Suite 208
 Roseville, CA 95661
 Phone: 916.757.6150
www.wreco.com

SCHEDULE OF LABORATORY FEES

Effective January 1, 2018

Construction Management

Concrete/Soil Sampling Equipment	\$25/day
Nuclear Density Gauge	\$100/day
Field Vehicle	\$0.545/mile
Sample Pickup	\$180/trip

Laboratory Testing	AASHTO	ASTM	Caltrans
Moisture Content	T 265	D 2216	CT226 \$ 40
Unit Weight/Moisture Content		D2937	\$ 70
Sieve Analysis of Soils/Aggregate	T27	D6913	CT202 \$ 185
Particle Size Analysis by Hydrometer (includes sieve)	T88	D422	CT203 \$ 260
Percentage of Soils Finer than No. 200 Sieve	T11	D1140	CT202 \$ 120
Atterberg Limits (Plasticity Index)	T89/90	D4318	CT204 \$ 250
Specific Gravity of Soils	T100	D854	CT209 \$ 125
Sand Equivalent	T176	D2419	CT217 \$ 150
Maximum Density (Standard/Modified Proctor, Caltrans)	T99/180	D698/1557	CT216 \$ 300
Modified Proctor- Method C (6 inch mold)	T180	D1557	\$ 325
Cleanliness of coarse aggregate			CT227 \$ 200
Durability Index	T210	D3744	CT229 \$ 220
Crushed Particles/Fractured Faces		D5821	CT205 \$ 175
LA Rattler Abrasion Test		C131	CT211 \$ 205
Flat/Elongated Particles in Coarse Aggregate		D4791	\$ 225
Fine Aggregate Angularity	T304	C1252	CT234 \$ 190
Corrosivity of Soil (chloride, sulfate, pH, min. resistivity)			\$ 140
Resistance (R) Value- Soil/Aggregate Base		D2844	CT301 \$ 365
Concrete Compressive Strength Testing		C39	\$ 50
Reinforcing Steel Testing (bend & tensile, #11 or smaller)			\$ 120
Bulk Specific Gravity of Compacted Asphalt Core		D1188	CT308A \$ 80
Lab Tested Max. Density: HVEEM, 3 briquettes		D1561	CT304 \$ 220
HVEEM Stabilometer Test: 3 briquettes		D1560	CT366 \$ 220
Maximum Theoretical Specific Gravity of Asphalt		D2041	CT309 \$ 165
Marshall Mix Design (excluding aggregate testing)			\$3,000
Hydraulic Conductivity		D5084	\$ 475

- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 01/01/2019.
- If the testing services are not listed on the table above, please inquire for specific method rates.

City of Colfax
South Auburn Street and Interstate 80 Roundabout Project

COST PROPOSAL

Consultant Name **PSOMAS**

DIRECT LABOR

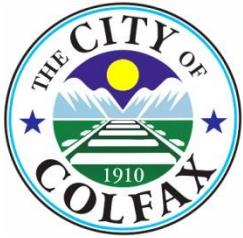
<u>Classification</u>	<u>Name</u>	<u>Hours</u>	<u>Initial Hourly Rate</u>	<u>Total</u>
PM and Construction Manager	Frank Martin, PE, QSP, EN	320	@ \$ 215.00	\$ 68,800
Construction Inspector	Luke Wallace	944	@ \$ 162.00	\$ 152,928
Construction Inspector (OT)	Tim Grossmann, ENV SP	80	@ \$ 202.00	\$ 16,160
Administrative Assistant	Kim Yuson	136	@ \$ 100.00	\$ 13,600
		1,480		
			Subtotal Direct Labor Costs	\$ 251,488
				\$ 251,488

OTHER COSTS

Vehicles (Included in Overhead)	\$ -
Field Equipment and Supplies	\$ 250
Office Supplies	\$ 500
Miscellaneous Expenses	\$ 500
	\$ 1,250

SUBCONSULTANT COST

WRECO	\$ 25,000
Argonaut	\$ 17,134
Subconsultant Mark-up - 10%	\$ 4,213
	\$ 46,347
<u>TOTAL COST</u>	\$ 299,085



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 14, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager

PREPARED BY: Wes Heathcock, City Manager

DATE: October 30, 2018

SUBJECT: City Engineering Consulting Services

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$180,000	FROM FUNDS: 100-425, 120, 250, 560, 561
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 73-2018 authorizing the City Manager to enter into a Contract Agreement with Bureau Veritas North America, Inc for City Engineering Services for a term of 3-years with an option for a 2-year extension.

DISCUSSION AND SUMMARY:

The City is currently operating City engineering services with insufficient resources due to a lack of personnel with appropriate expertise within the existing contracted engineering firm. City staff has been forced to take a huge role in the engineering functions for the City, thus reducing staff's resources to accomplish their primary duties. In order to enhance services to the community, City staff released a Request for Qualifications (RFQ) on September 27, 2018 to acquire a comprehensive engineering consulting firm to fulfill the City engineering requirements.

The RFQ requested specialized services related to City engineering functions for the community. The on-call contracted engineering services include the following functions:

- Management and development of Capital Improvement Program.
- Technical evaluation of projects and programs.
- Project management for evaluation, programming, design and construction of capital projects.
- Oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for project award; negotiation and administration of contracts for construction projects.
- Participation in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- Participation in the review and conditioning of planning applications in relation to the City's General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications and estimates for City public works projects.
- Representation of the City within the community and with outside agencies.
- Assurance of City compliance with all Federal, State, County and local laws and regulations.
- Management of projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual.

- Monitoring and making recommendations in relation to changes in laws, regulations and technology that may affect City operations; implementation of policy and procedural changes as required.
- Preparation, review, and presentation of staff reports and City engineering documents and reports on various projects and programs. Attend City Council meetings as necessary.
- Review and comment on planning programs and land development controls.
- Provision of emergency response in time of unusual weather and other disaster such as flooding, earthquake, etc.
- Provision of utility interface as necessary with PG&E, cable, and other utility companies
- Performance of right-of-way engineering, mapping, and surveying as required.
- Construction management, inspection, and related support services of projects as required.

The City engineering service will be an adjunct to the City staff on an as needed base to provide the aforementioned services.

The City Engineer RFQ submittal deadline was October 25, 2018. The City received 2 Statement of Qualifications (SOQ) from interested consulting firms. Staff utilized evaluation criteria to rank the SOQ's with the intention of interviewing the top consulting firms. The initial ranking committee recommended interviewing both firms; Bureau Veritas North America, Inc and Ponticello Enterprises Consulting Engineers, Inc on November 5, 2018.

The interview panel consisted of the City Manager, Community Services Director, a Placer County Transportation Agency representative, and the Town of Loomis City Engineer. The panel utilized an interview/presentation style forum to rank the consulting firms. Bureau Veritas submitted a change to their SOQ to include Scott Chandler as their primary contact for the City. Mr. Chandler's resume is attached. Based on the interview process results, staff recommends entering into a 3-year contract with Bureau Veritas North America, Inc with an option for a 2-year extension.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The contract award is based on services provided through on-call City engineering services with Bureau Veritas North America, Inc. The monthly maximum payment shall not exceed \$10,000 – General Engineering Services, set forth in Exhibit A. The total monthly payment may exceed this amount but must be covered by other funding sources – Other Engineering Services and Project-Specific Tasks, set forth in Exhibit A. The potential cost for the City over a 3-year contract term is \$180,000 from various funds, which include funds 100-425, 120, 250, 560, and 561.

ATTACHMENTS:

- 1) Resolution 72-2018
- 2) Contract
- 3) RFQ Document
- 4) Bureau Veritas SOQ
- 5) Proposed engineer's resume

City of Colfax

City Council

Resolution № 72-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT WITH BUREAU VERITAS NORTH AMERICA, INC FOR CITY ENGINEERING SERVICES FOR A TERM OF 3-YEARS WITH AN OPTION FOR A 2-YEAR EXTENSION

WHEREAS, the City is currently operating City engineering services with insufficient resources due to a lack of personnel with appropriate expertise within the existing contracted engineering firm; and,

WHEREAS, City staff solicited statements of qualification from engineering consultants on September 27, 2018 for City engineering services; and,

WHEREAS, the City received 2 statements of qualification on October 25, 2018 and determined through a multi-level evaluation process Bureau Veritas North America, Inc was the best suited organization to meet the City Engineering; and,

WHEREAS, the scope of the services provided by Bureau Veritas North America, Inc includes developing and delivering various programs and projects associated with private development projects, capital improvement projects and regulatory reporting for wastewater, streets, drainage, traffic engineering, closed landfill, parks, and public facilities for an estimated amount of \$180,000 over at 3-year term.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax authorizing the City Manager to enter into a Contract Agreement in the form attached with Bureau Veritas North America, Inc for City Engineering services for a term of 3-year with an option for a 2-year extension.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 14th day of November, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

CITY OF COLFAX

CONSULTANT SERVICES AGREEMENT

WITH BUREAU VERITAS NORTH AMERICA, INC. TO PROVIDE CITY
ENGINEERING SERVICES

This Agreement is made by and between the City of Colfax, a municipal corporation ("City") and Bureau Veritas North America, Inc, a California corporation ("Consultant" or "City Engineer"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide said services described in Exhibit A. Consultant shall provide said services at the time, place and in the manner specified in Exhibit A.
2. Contract Period. Contract work will begin November 15, 2018
3. Payment. Exhibit B is the negotiated Rate Schedule for services and expenses. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, in accordance with the terms in Exhibit B, for services rendered pursuant to this Agreement at the times and in the manner set forth.

Maximum Monthly Payment shall not exceed \$10,000 for Task A – General Engineering Services, set forth in Exhibit A. Consultant shall provide an itemized description of services based on the City's allocation of accounts. This monthly amount shall not be exceeded without the prior consent of the City. Consultant agrees that it can reliably provide General Engineering Services, based on previous experience, within this budgeted amount. Both parties agree that the total monthly payment may exceed this amount but must be covered by other funding sources for Task B – Other Engineering Services and Project-Specific Tasks, set forth in Exhibit A.

4. Facilities, Equipment and Other Materials. Consultant shall, at its sole cost and expense, furnish all facilities, equipment and other materials that may be required for furnishing services pursuant to this Agreement. City shall not furnish to Consultant office space for on-site use.
5. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control insofar as it is inconsistent with the general provision.
6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7. **Time for Performance.** Consultant shall devote such resources pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
8. **Conflict of Interest.** Consultant states that no City officer or employee, nor any business entity in which they have an interest: a) has an interest in the contract awarded; b) has been employed or retained to solicit or aid in the procuring of the resulting contract; c) will be employed in the performance of such contract without immediate disclosure of such fact to the City.

Executed as of the day first above stated.

BUREAU VERITAS NORTH AMERICA, INC.
California Corporation

CITY OF COLFAX A
Municipal Corporation

Craig Baptista, Director of Operations

Wes Heathcock, City Manager

ATTEST:

Lorraine Cassidy, City Clerk

APPROVED AS TO FORM:

Alfred Cabral, City Attorney

CONSULTANT SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

DESCRIPTION OF SERVICE

The City of Colfax is requesting the services of an engineering firm to provide on-call city engineering services under contract. The consultant shall assign one individual as the City Engineer and primary contact, although additional consultant resources may be utilized to manage the services requested throughout the life of the contract. Direction of such services will come from the City Manager or designee.

The City is in need of a licensed civil engineer to act as the City Engineer in responsible charge of providing engineering oversight of new development, infrastructure, funding and project implementation. Scott Daniels will be designated as the City Engineer and Engineer of Record, and will approve all engineering plans, maps and reports, supervise and be responsible for managing federal-aid projects in accordance with Caltrans Local Programs, and advise the City on ordinances, regulations and financing options pertaining to engineering matters. Bureau Veritas North America, Inc., ("City Engineer" or "Consultant") will assist the City in developing working relationships with outside agencies and private utilities affecting the City. While reporting to the City Manager or designee, Consultant will present information and recommendations to the City Council, as necessary, and respond to citizen complaints relating to engineering matters.

SCOPE OF SERVICES

A. General Engineering Services

1. City Engineer will respond to engineering related questions and problems relating to City facilities that arise during the day-to-day operation of the City. City Engineer will coordinate directly with operations staff, building officials, and/or sanitary engineering consultants.
2. City Engineer will respond to engineering related questions and problems relating to potential development that arise during the day-to-day operation of the City.
3. City Engineer will assist operations staff with condition-assessment and problem solving of existing City infrastructure and provide recommendations as requested.
4. City Engineer will assist the City, in conjunction with the local Transportation Authority and Caltrans, in researching, recommending and managing internal and external funding for transportation projects.
5. City Engineer will coordinate with other Departments, and outside agencies, to refine the

annual list of capital projects, to make sure the project is needed in that year and the budget is available. City Engineer will submit the annual capital improvement and maintenance budget to the City Manager or designee for Council approval.

6. City Engineer will work with City staff to identify what will be needed for establishing or updating the City's engineering and development regulations, fees and ordinances.
7. City Engineer will attend staff meetings and council meetings as requested by the City Manager or designee.

B. Other Engineering Services and Project-Specific Tasks

1. City Engineer will assist the City Manager or designee and Planning Director in reviewing engineering aspects of planning applications, including reviewing tentative, parcel and/or final maps, infrastructure reports and Master Plans, all in accordance with the Subdivision Map Act of California, the General Plan and local Master Plans and ordinances. City Engineer will assist in establishing and enforcing conditions of approval, subdivision agreements and development agreements for Council approval.
2. City Engineer will develop a Capital Improvement Program (CIP) for public infrastructure. City Engineer will assist the City in establishing a multi-year CIP and annual budget. City Engineer will assist in development of street, storm water and other public infrastructure projects, cost estimates, funding and staging and will work in conjunction as necessary with the City's sanitary engineers on wastewater treatment and collection system project coordination into the overall CIP. In addition, Master Plans, engineering reports and discussions with other agencies will be used to determine what additional projects are necessary to meet the needs of the community. City Engineer will compile the project lists into a multi-year CIP for review and Council approval. City Engineer will develop a Project Budget Sheet for each capital project.
3. City Engineer will review and assist in updating the City's Mitigation Impact Fee Program and Major Projects Financing Plan to ensure development fees are adequately collected, tracked and expended.
4. City Engineer will assist or supplement the City's Planning Director when environmental assessment/documentation services are necessary for projects. City Engineer will work with the City's consultant(s) to determine the type of environmental document required and identify the resources for completing the work.
5. Upon request by the City, City Engineer will provide engineering design services for those projects for which City Engineer has the qualifying engineer experience and staff resources.
6. City Engineer will assist the City in managing new projects developed as part of the annual capital improvement and maintenance program. City Engineer will establish the implementation schedule and determine what resources are necessary to provide

environmental, architectural/engineering, or construction management services, and if outside assistance is necessary, assist the City in a qualifications based selection (QBS) process. The designated City Engineer project manager will administer projects through completion. City Engineer will coordinate with other departments during development and execution of their specific projects to ensure their needs are met. City Engineer will provide peer review and plan checking as necessary. City Engineer will handle budgets and prepare requests for additional funds if justified. City Engineer will take a summary of the project, including final expenditures, to the City Council for final acceptance and recordation of the notice of completion.

7. City Engineer will review and approve all improvement plans for development of residential, commercial or industrial projects. City Engineer will assist the City in obtaining compliance with engineering standards and conditions of approval. City Engineer will work with City staff, as needed, to update the subdivision ordinance and fee schedule as necessary, and assist in development, review and updating of master planning documents. City Engineer will assist the City in establishing and collecting plan check and inspection fees and construction security bonds as necessary.
8. Upon request by the City, City Engineer will update the City's Design and Construction Standards. City Engineer will utilize other agency standards plus City staff discussions to determine essential revisions to the standard plans. Recently completed updates to standard plans from other Northern California public agencies may be used in the City of Colfax along with any City-specific revisions, resulting in timely, cost-effective updates.
9. The City may periodically need the services of a licensed land surveyor and survey crew. City Engineer will contact local surveying firms to determine their availability to provide on-call surveying support. In addition, City Engineer will work with a qualified land-surveying firm on large design and construction projects.
10. Upon request by the City, City Engineer will provide resident engineering and/or inspection services for those projects for which City Engineer has the qualifying engineering experience and staff resources. These services are subject to mutual agreement between the City and City Engineer and the availability of City Engineer staff resources. The City reserves the right to contract separately for these services.

CONSULTANT SERVICES AGREEMENT

EXHIBIT B

TIME AND MANNER OF PAYMENT

1. The General Engineering Services will be paid based on actual time and materials required, at the consultant's rates, up to the agreed maximum monthly amount as set forth in this Agreement.
2. City Engineer shall only undertake the Other Engineering Services and Project-Specific Tasks itemized in Section B above after a budget has been developed and approved by the City Council, City Manager or designee. City Engineer shall not incur costs in excess of the budgeted amounts without prior written authorization of the City Council, City Manager or designee.
3. The City Manager or designee is not authorized to permit expenditures in excess of \$10,000. Any expenditure in excess of \$10,000 will require pre-approval by the City Council. Any costs incurred without proper approval shall not be a legal obligation of the City. Any work authorized by the City Manager or designee within the \$10,000 limit shall be reported to the City Council on the next available Council agenda. In the event of an emergency situation, this limit does not apply and the City Manager or designee is authorized to take necessary action to address the emergency.
4. Reimbursable projects shall be charged at regular rates but the charges shall be subject to review by the City Manager or designee and a prior budget may be required.
5. Invoices will be scheduled for payment on receipt by the City in its normal warrant payment schedule and will in no event be paid later than 30 days from receipt, unless disputed. However, on any project for which as-built drawings are required to be prepared by any contractor, subcontractor or consultant, final payment to Consultant shall be made upon the City's receipt of as-built drawings reasonably acceptable to the City.
6. Consultant shall provide fully itemized billing by period showing services performed, the individuals performing the services, and the total charge billed for that entry. A detailed description of the work performed for that period, and the amount of time spent, will be made available to the City Manager or designee upon request. The billing shall also include the remaining budget if applicable.
7. The engineering services to be provided are based on a 12-month period, at the staff levels and hourly rates identified in the Rate Schedule. City Engineer reserves the right to negotiate adjustments to hourly rates for follow-on years to compensate for labor cost increases, employee benefits and other increased due to inflationary trends.
 - (1) Both parties agree that weekly meetings and staffing at City offices may not be

necessary to provide City engineering services. When weekly planned meetings or staffing are required, City Engineer agrees to provide travel time and mileage for the City Engineer, from Consultant's office at no cost to the City, based on a maximum two trip per week.

Travel time from consultant's office to the City's offices for project-specific meetings or activities will be paid based on the hourly rate of the individual.

- (2) Mileage. Vehicle mileage is invoiced based on the Internal Revenue Service's current rate, for all trips. Vehicle mileage is charged for travel from the consultant's office for project-specific meetings or activities.
- (3) Use of reimbursable supplies and printing will be minimized by making use of City resources whenever efficiency dictates.

CONSULTANT SERVICES AGREEMENT

EXHIBIT C

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses, Permits, etc. Consultant represents to City that it has all licenses, permits, qualifications and approval of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses permits and approval which are legally required for Consultant to practice its profession at the time the services are performed.
3. Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by a cause, present or future, which is beyond the reasonable control of the party.
4. Indemnification. Consultant shall hold harmless and indemnify, including without limitation the cost and duty 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.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Insurance.
 - (1) General Liability. During the term of this Agreement, Consultant shall maintain in full force and affect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (2) Automobile Liability. During the term of this Agreement, Consultant shall maintain in

full force and affect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

- The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.
- Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(3) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors or sub-consultants. The amount of this insurance shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims-made annual aggregate basis.

(4) Cancellation. Each insurance policy or certificate of insurance required in this paragraph shall not be canceled except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

6. Worker's Compensation. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning Worker's Compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for Worker's Compensation. The Worker's Compensation Policy shall contain a waiver by the insurer of all rights of subrogation against the City, its officers, agents and employees.

7. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

8. Assignment Prohibited. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

9. Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by

Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

10. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which consultant is engaged in the geographical area in which Consultant practices its profession. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
11. City Representatives. The City Manager or designee is the representative of the City and will administer this Agreement for the City.
12. Termination. This Agreement may be canceled upon thirty (30) days written notification by either party without cause. Consultant shall be entitled to receive full payment for all services performed and all costs incurred to the date of termination of the contract. Consultant shall be entitled to no further compensation for work performed after the date of termination of the contract. All completed and uncompleted products up to the date of termination of the contract shall become the property of the City.
13. Non-Discrimination. 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
14. Ownership of Information. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information

This agreement creates a non-exclusive and perpetual license for Consultant to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer portable storage device, which are prepared or caused to be prepared by Consultant pursuant to this Agreement. Consultant shall not be limited in any way in its use of such documents and data at any time, provided that any such use not within the purposes intended by this

Agreement shall be at Consultant's sole risk and that Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from any claims arising out of Consultant's use of such documents and data for any project or purpose not covered by this Agreement.

15. Attorney's Fees. If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, including those incurred on appeal, if any.
16. Entirety of Agreement. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification or amendment of this Agreement shall be binding unless executed by all parties in writing.
17. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.
19. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
20. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

MEDIATION/ARBITRATION OF DISPUTES

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

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

Exceptions to Mediation/Arbitration. Neither mediation, nor arbitration is required under the following limited circumstances: the matter is justifiable in small claims court, than the dispute shall be resolved through that court.

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

If it is alleged that irreparable harm would occur prior to the completion of the arbitration, a party may immediately apply for injunctive relief to prevent the irreparable harm, but the matter shall be stayed and submitted to mediation/arbitration after the Court has acted on the issue of injunctive relief.

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

Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they are unable to agree on a single arbitrator, each party shall appoint another individual as a selection arbitrator and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of notice of arbitration. If for any reason this process fails to result in the selection of an impartial arbitrator in a timely manner, either party may petition the Court for appointment of an arbitrator pursuant to CCP 1281.6.

The decision of the Arbitrator, after close of the hearing, shall be final and conclusive upon the parties.

The parties agree to do all acts necessary to expedite the arbitration proceedings such that the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

Upon a showing of good cause and the approval of the arbitrator, either party may obtain discovery necessary for the proof of their case. Provided that the arbitrator shall supervise the discovery process to insure that it is carried out in an expeditious manner and that it is not permitted to be

unduly burdensome or delay the hearing.

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

The Arbitrator shall make his or her decision in writing. In making his or her decision, the arbitrator shall follow California Law and shall have authority to impose any appropriate remedy permitted under California Law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

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

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

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initial: _____ Consultant _____ City _____

CITY OF COLFAX**Request for Qualifications****CITY ENGINEERING SERVICES**

DUE: October 25, 2018, 3:00 PM

REQUEST FOR QUALIFICATIONS**CITY ENGINEERING SERVICES**

**DUE TO CITY:
October 25, 2018, 3:00 PM**

CITY OF COLFAX

The City of Colfax is seeking written statement of qualifications from consultants to perform a variety of Professional Engineering and Construction management/ Inspection Services, other engineering services and to serve as the City Engineer for the following general assistance program areas:

- Capital Improvement Program management and development.
- Technical evaluation of projects and programs.
- Project management responsibility for evaluation, programming, design and construction of capital projects.
- Provide oversight of consultant requests for proposals and/or construction services including the advertising and bid processes for projects; evaluation of proposals and recommendation for project award; negotiation and administration of contracts for construction projects.
- Participates in initiating all capital improvement projects and programs, including defining project scope, determining project budget, and locating financial resources.
- Participate in the review and conditioning of planning applications in relation to the City's General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications and estimates for city public works projects.
- Represents the City within the community and with outside agencies.
- City compliance with all Federal, State, County and local laws and regulations.
- Manage projects that are Federally, State, or County funded following required policies including Caltrans Local Assistance Procedures Manual.
- Monitors and makes recommendations in relation to changes in laws, regulations and technology that may affect City operations; implements policy and procedural changes as required.
- Prepares reviews and presents staff reports and City engineering documents and reports on various projects and programs and attend City Council meetings as necessary.

- Review and comment on planning programs and land development controls.
- Provide emergency response in time of unusual weather and other disaster such as flooding, earthquake, et
- Provide utility interface as necessary with PG&E, cable, and other utility companies
- Perform right-of-way engineering, mapping, and surveying as required.
- Construction management, inspection, and related support services as required.

BACKGROUND

The City of Colfax desires to hire a consulting firm to serve as the City Engineer. The City Engineer will become adjunct to staff, working with the City Manager or designee and various departments to develop and deliver various programs and projects associated with private development projects, capital improvement projects for wastewater, streets, drainage, traffic engineering, parks, and public facilities. The City is looking for consultants that:

- Coordinate the City's Engineering Function
- Understand City facilities and operations
- Efficiently develop and deliver programs and projects
- Work with staff, City Council and private developers in the development and implementation of projects
- Have a depth of staff available with advance notice

Projects and programs are funded by a combination of grants (regional, state and federal), development fees, gas taxes, assessments and utility rates. Consultants must be experienced with Caltrans Local Assistance Procedures Manual and the administration of the full variety of State, Federal and local funding sources.

Interested consultants are being asked with this request to submit a specific statement of qualifications for the programs listed above. The tentative selection process schedule is as follows:

City Issues RFQs	September 27, 2018
Qualification Submittals Due to City	October, 25, 2018
Interviews	Week of October 29, 2018
City Council Approval	November 14, 2018

City of Colfax- City Engineering Services RFQ

CONTENTS OF STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL

1. Cover Letter (No more than one page): Indicate the availability of key staff and the level of commitment the consultant is willing to make to City programs and projects (signed by project team member authorized to make commitments on behalf of proposer).
2. Proposed Team (No more than one page per staff member): For individual areas of expertise, identify proposed key staff available for specific areas. For larger, multiple discipline projects, identify proposed key staff, describe how the proposed team would work together and work closely with City staff. Include organization chart. Provide overview of each key staff member and current office location for each key staff member. Include background of the firm/team, number of professionals (by discipline) and support staff, major focus of practice, range of services and references. Provide resumes for each engineer.
4. An estimate of the percentage of work to be performed locally. Indicate other offices/locations that might provide services.
5. Approach to Providing Services to the City (No more than one page): Describe the Firm/Team's approach for engagement with the City of Colfax.
6. Resumes of proposed staff are to be located in an appendix (there are no page limits to this resume appendix).
7. A list of references including names, positions and telephone numbers for the individuals identified in the qualifications.
8. This City has not established a DBE Goal for this contract. However, proposers are encouraged to obtain DBE participation for this contract.

INSTRUCTIONS FOR SUBMITTING SOQ

Three bound copies and one pdf copy on CD or USB drive labeled "City Engineering Services SOQ" delivered to the following address no later than 3:00 PM, October 25, 2018:

Wes Heathcock, City Manager
City of Colfax
P.O. Box 702, 33 S. Main Street
Colfax, CA, 95713

City of Colfax- City Engineering Services RFQ

SELECTION PROCESS AND CRITERIA

The City will review proposals and select the most qualified firms for an interview. Criteria for selection will include but not be limited to the following:

- Qualifications and relevant experience of firm (including depth of staff)
- Qualifications and relevant experience of key staff with public agencies
- Understanding of the City of Colfax
- Demonstrated ability to respond quickly
- Approach to providing services
- Cost effectiveness

Responsiveness of Submittals. All submittals must be in writing and fully responsive to this RFQ. Non-responsive submittals or submittals found to be irregular or not in conformance with the requirements and instructions contained herein may be rejected. Other conditions which may lead to the selection committee's decision not to evaluate a submittal include obvious lack of experience, expertise, or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and all submittals for any reason whatsoever.

Waivers. The City may waive informalities or irregularities in submittals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other submittals.

Interviews. The City may schedule interviews with the most qualified proposers to assist in selecting the best consultant or consultants for general assistance program areas listed above. Proposers will be notified by telephone or mail if they have been selected to participate in the interview process.

Negotiation. Following selection of the most qualified consultants for the negotiated contracts for service will then be submitted to the City Council for approval.

This agreement will extend for three years with an optional additional two years. The City will reserve the right to terminate the agreements at any time for any reason.

Please address any questions to Wes Heathcock, City Manager, at wes.heathcock@colfax-ca.gov with a subject heading of "City Engineering Services RFQ". **All questions related to this RFQ process must be submitted via email prior to October 17, 2018.**

Thank you for your interest.

City of Colfax City Engineering			
	PROJECT/PROGRAM	STATUS	BUDGET
1	City of Colfax City Engineering-Baseline Functions	On-Going	\$21,000/yr
2	S. Auburn St/I-80 Roundabout	Design	\$3.5M
3	Rising Sun Road Pavement Resurfacing Project	Construction	\$219,500
4	Culver Street Pavement Rehab	Design/Construction	\$205,000
5	WWTP Pond 3 Storm Damage Repair	Prelim Engineering	\$480,000
6	WWTP Pond 3 Outlet Improvements	Prelim Engineering	\$18,000
7	Sewer Collection System CIP Projects	On-Going	\$249,000
8	ADA Improvements	Annual/On-Going	\$20,000/yr
9	Annual Pavement Capital Maintenance Projects	On-Going	\$200,000
10	Recycle Center Improvements	Prelim Design	\$46,000
11	Encroachment & Grading Permits	On-Going	-
12	Sierra Oaks Estates Subdivision	Construction	-
13	Village Oaks Subdivision	Design	-
14	Maidu Village Travel Center Subdivision	DA / Entitlement	-
15	Best Western Hotel	Design	-
16	Waste Water Grant Projects	Design/Construction	\$6.5M
17	Culver Street Pavement Rehab Phase II	Design/Construction	\$280,000



CITY OF COLFAX CITY ENGINEERING SERVICES

City of Colfax
Attn: Wes Heathcock, City Manager
P.O. BOX 702, 33 S. Main Street
Colfax, CA 95713



Bureau Veritas North America, Inc.
Craig Baptista
180 Promenade Circle, Suite 150
Sacramento, CA 95834
(916) 725-4200
www.us.bureauveritas.com

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City of Colfax

Cover Letter

CITY ENGINEERING SERVICES

October 25th, 2018

City of Colfax
Attn: Wes Heathcock, City Manager
P.O. BOX 702, 33 S. Main Street
Colfax, CA 95713

Re: Response to RFP for City Engineering Services for the City of Colfax

Dear Mr. Heathcock,

On behalf of Bureau Veritas North America, Inc. (BVNA), we are pleased to present our qualifications for **City Engineering Services** for the City of Colfax. We are excited to present our qualifications for this opportunity.

Our proposal highlights BVNA's decades' worth of experience providing similar engineering services to agencies throughout California and the United States. We have the **broadband for strong resources, skills and expertise** needed to provide excellent engineering, public works plan review, and public works inspection services for the City of Colfax. We are keenly aware of the desire for **timely reviews, top-notch customer services, strong work ethics, and cost-effective solutions**. Our commitment to provide **accurate and appropriate solutions** to our clients and our ability to meet the needs of the communities **quickly and efficiently as possible**.

We are entirely committed to dedicating the time of proven, available, and expert personnel for the scope of services in accordance with the City's programs and projects.

We offer optimal solutions to deliver quality services:

- Office location within 60 minutes of City Hall
- Unparalleled plan review and inspection expertise
- Established relationships to ensure timely reviews, transparency and responsiveness
- Depth of resources and close proximity to maximize flexibility and deliver quality services
- Licensed and certified professionals
- Electronic review and web-based document control best practices to consistently meet turnaround schedules and streamline communication

For the proposal evaluation, our firm representative and point of contact is **Craig Baptista**. He is authorized to make commitments on behalf of BVNA. Craig's contact information is listed below. BVNA looks forward to a successful, professional relationship with the City of Colfax by augmenting the department's staff, promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,



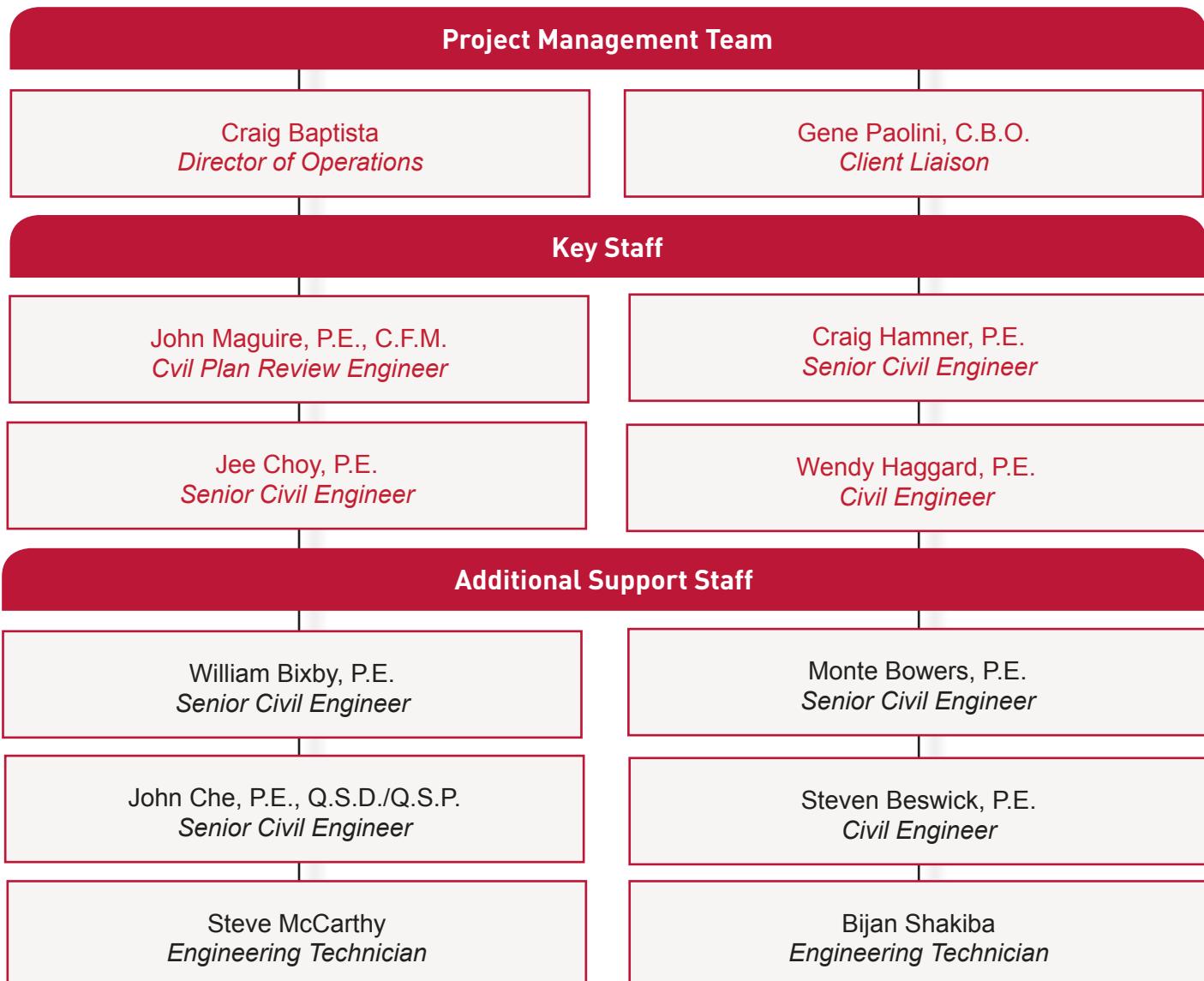
Craig Baptista, Director of Operations
180 Promenade Circle, Suite 150
Sacramento, CA 95834
916.291.9151/craig.baptista@us.bureauveritas.com

PROPOSED TEAM

KEY STAFF/ORGANIZATIONAL CHART

BVNA has assembled a team of experts who are equipped to handle the workload for city engineering services for the City of Colfax. Each individual brings a wealth of knowledge unmatched by any other company. Each project team member has been specifically chosen for their experience in performing the required scope of work detailed in the request, as well as their extensive list of certifications and licenses. Our proposed team familiarizes themselves with the requirements of a public agency before executing services. BVNA has extensive public sector experience and working with many members of various Cities, which assures that the public's interests are fully protected. We believe that technical competence, while expected, is not enough. Experience and careful, thorough consideration of issues and impacts is needed in addition to the purely technical considerations. We have devoted a great deal of time and effort over the years to refining our approach and developing documentation to assist our clients and train our staff in understanding plan review procedures.

The Northern California region currently has 30+ professional staff members - 4 managers, 8 plan reviewers, 8 plans examiners, 6 fire protection staff members, and 6 inspectors - and 5 support admin/permit technicians.



City of Colfax

Proposed Team

CITY ENGINEERING SERVICES

The following pages provide an overview of the key staff members listed in the previous page, including current office location. Our focus of practices and services are detailed in the “Approach to Providing Services to the City” section. Our reference are located in the “References” section. Detailed resumes of our key staff are located in the “Appendix” section. Resumes for our additional support staff are available upon request.

Name	Education	Licenses / Certifications	Office Location
Craig Baptista Director of Operations	M.B.A. B.S. Business Management	Six Sigma Green Belt Certified OSHA 30 United States Navy: Honorable Discharge	Sacramento
Gene Paolini, C.B.O. Business Development Manager, Client Liason		ICC Certified: Building Inspector, Building Inspector CBC, Building Plans Examiner, Building Plans Examiner CBC, Certified Building Official	Sacramento
John Maguire, P.E., C.F.M. Civil Plan Review Engineer	B.S., Civil Engineering	Registered Professional Engineer: CA, #38445 Traffic: CA, #1492 Certified Floodplain Manager	Sacramento
Craig Hamner, P.E. Senior Civil Engineer	B.S., Civil Engineering	Registered Professional Engineer: CA, #28745	Sacramento
Jee Choy, P.E. Senior Civil Engineer	M.S., Civil Engineering B.S., Civil Engineering	Registered Professional Engineer: CA, #46287	Sacramento
Wendy Haggard, P.E. Civil Engineer	M.S., Civil Engineering B.S., Civil Engineering	Registered Professional Engineer: CA, #66422	Sacramento
William Bixby, P.E. Senior Civil Engineer	M.S., Civil Engineering B.S., Geotechnical Engineering	Registered Professional Engineer: CA, #48819	Sacramento
Monte Bowers, P.E. Senior Civil Engineer	B.S., Civil Engineering	Registered Professional Engineer: CA, #26493	Sacramento
John Che, P.E., Q.S.D./Q.S.P. Senior Civil Engineer	B.S., Civil Engineering	Registered Professional Engineer: CA, #51393	Sacramento
Steven Beswick, P.E. Civil Engineer	B.S., Civil Engineering Resident Engineers Academy	Registered Professional Engineer: CA, #41786 Caltrans Resident Engineer	Sacramento
Steve McCarthy Engineering Technician		AutoCAD, Kelar Corporation Instructional Certification Civil Engineering Application Eagle Point, AutoCAD Land Desk, Civil 3D, Autoturn	Sacramento
Bijan Shakiba Engineering Technician	B.S., Civil Engineering A.A., Communication Construction and Project Management Certificate		Sacramento

City of ColfaxPercentage of Work by Office Location &
DBE Goal

CITY ENGINEERING SERVICES

PERCENTAGE OF WORK BY OFFICE LOCATION

Below is a breakdown of percentage of work to be performed locally and out of other offices.

Office Location	Percentage of Work
Sacramento	100%

DBE GOAL

BVNA will not be obtaining DBE participation.

City of Colfax

Approach to Providing Services to the City

CITY ENGINEERING SERVICES

APPROACH TO PROVIDING SERVICES TO THE CITY

MAJOR FOCUS OF PRACTICE/FIRM QUALIFICATIONS

Founded in 1828, Bureau Veritas is a global leader in quality assurance, health, safety and environmental (QHSE) solutions. Recognized and accredited by the largest national and international organizations, and with over 70,000 employees, Bureau Veritas has unparalleled resources to manage projects requiring a broad range of expertise, across vast geographies. With more than 1,330 offices and laboratories in 140 countries, Bureau Veritas draws on the synergies between its local teams and dedicated technical centers throughout the world. For over 35 years, BVNA personnel have performed and managed engineering services for thousands of projects. Project types include developments, infrastructure, grading, drainage, stormwater, etc. With such a large and licensed staff, we are able to manage numerous and complex projects simultaneously. BVNA will bring a cooperative and creative problem solving approach to engineering. We fully understand our role as a team member committed to achieving successful projects for the City and its customers.



RANGE OF SERVICES

BVNA as a whole supports our clients with a wide range of services. Some that may be relevant to the City of Colfax include:

- Capital Improvement Program management and development
- Technical evaluation and responsibility of projects for programming, design and construction
- Provide oversight of consultant requests for proposals and/or services, including advertising and bid processes, recommendation for project award, negotiation and administration
- Participates in initiating all capital improvement programs, including defining the scope, budget and financial resource locations
- Participates in the review and conditioning of planning application in relation to the City's General Plan, infrastructure master plans and overall capital needs of the City.
- Preparation of plans, specifications, and estimates for public works projects
- Representation of the City within the community and to outside agencies
- Maintains City compliance with Federal, State and County laws and regulations
- Manages projects that are Federally, State, and County funded following required policies including Caltrans Local Assistance Procedures Manual.
- Monitors any changes in laws, regulations, and technology that may affect City operations.
- Implements policy and procedural changes as required
- Prepares review and presents staff reports and City engineering documents and reports on various projects
- Attend City Council meetings as necessary.
- Review planning programs and land development controls
- Provide emergency guidance in response to unusual weather or other disasters
- Provide utility interface as necessary with PG&E, cable, and other utility companies
- Perform right-of-way engineering, mapping and surveying as needed
- Construction management, inspection and related support services as needed.

REFERENCES



City of Roseville

BVNA was selected to provide in-house plan review for public works and engineering projects, as well as civil reviews. We currently provide the City with support from licensed professional engineers to review new development and infrastructure projects. Since 2011, we have performed building and engineering plan review for over 850 projects. In addition to our public works staff, BVNA provides outside plan review services for building projects such as master plans, commercial, and industrial projects.

Client: City of Roseville

Services:

Building and Engineering Plan Review and Inspection Services

Timeframe: 2011 - Present

Reference:

Jim Mangino, Building Official
311 Vernon Street
Roseville, CA 95678
(916) 774-5332
buildingdivision@roseville.ca.us

City of Colfax

References

CITY ENGINEERING SERVICES



Resilient City Permit Center

BVNA provides planning services for the Resilient City Permit Center, an additional permit center dedicated to the rebuilding efforts after the Sonoma County fires. The BVNA team is handling not only plan checks and inspection but higher than usual permit application volumes. This disaster recovery-centered office is staffed by our in-house team of plans examiners and permit technicians. The office offers permit intake and processing, record support, plan check, and inspection services for the anticipated upcoming 3,000 residential permits and 25 commercial permits. The Resilient City Permit Center provides the full range of planning and building assistance to residents, contractors, and developers. Our team will support the center for approximately 2 years while 3,000 residential homes and more than 20 commercial structures are rebuilt. Efforts will be focused within the downtown area. Not only are homes less vulnerable to fires in downtown but efforts will provide a facelift to the neighborhood.

Between November 2017 and August 2018, our Resilient City Permit Center staff have received more than 1,000 permit applications for fire damaged properties. As of August 2018, more than 500 homes are under construction and another 200 permits have been issued for construction to begin. In addition to our in-house, full-time staff at the Resilient City Permit Center, BVNA has provided up to 12 extra engineers and plans examiners for several days at a time when there is a particularly high spike in applications.

Client: City of Santa Rosa

Services:
Post-Fire Recovery Plan
Review, Permitting and
Inspection Services

Timeframe: 2017 - Present

Reference:
David Guhin, Planning and
Economic Development
Director
100 Santa Rosa Avenue,
Room 3
Santa Rosa, CA 95404
(707) 543-4299
dguhin@ssrcity.org

City of Colfax

References

CITY ENGINEERING SERVICES



City of Menlo Park

BVNA reviews for conformance to City standards, Building Codes and NPDES enhanced clean water provisions is completed for all civil work for building permit including grading and drainage, hydraulics and hydrology, infrastructure, utilities and parking. Our plan check staff has reviewed a variety of projects including:

Facebook East Campus

The East Campus is 56.9 acres and is currently developed with 9 buildings which contain approximately 1,035,840 square feet. Facebook has implemented a vehicular trip cap which allows approximately 6,600 employees to occupy the East Campus. BVNA Provided civil building permit review for compliance with California Building Code, the City's Water Efficient Landscape Ordinance, C.3 requirements for post construction treatment of water, and NPDES Cleanwater requirements.

Facebook West Campus

The West Campus is approximately 22 acres with a 500,000 square foot office building featuring underground parking and a green roof. The first building (MPK20) was completed in 2014. The second building (MPK21) is approximately 500,000 square feet and nearly \$1 billion USD. BVNA's review started in 2016 on MPK21 and is anticipated to be complete in 2018.

Client: City of Menlo Park

Services: Development Plan Review Services

Timeframe: 2006 - Present

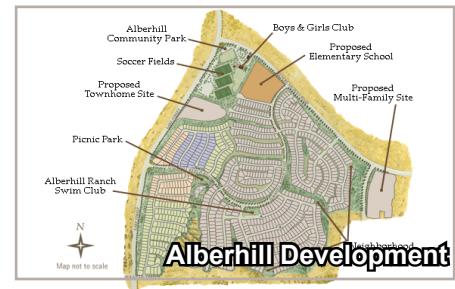
Reference:

Ron La France, Chief Building Official
701 Laurel Street
Menlo Park, CA 94025
650-330-6723

City of Colfax

References

CITY ENGINEERING SERVICES



City of Lake Elsinore

BVNA has provided as-needed public works plan review, water quality report review, and extension of staff services for over 25 years. Technical reviews have ensured that plans and maps are compliant with City ordinances, standards, conditions of approval, and the Subdivision Map Act, stormwater quality regulations, and local, state, and federal regulations. Currently, we are providing public works plan review for the final phases of Canyon Hills Specific Plan and associated infill projects.

Additional plan review assignments have included the review of improvement plans to include the interim and final storm drain facilities for three major community facilities districts. The largest of these developments, Ramsgate Community Development, included seven separate developments with improvements, grading plans, and final maps to accommodate close to 2,000 lots. Plan review consisted of street and storm drain improvements, detention basin, and routing calculations, stormwater quality BMP facilities, rough grading and final maps for individual tract maps throughout the project.

Client: City of Lake Elsinore

Services: Map Check, Improvement, and Grading Plan Check

Timeframe: 1992 - Present

Reference:
Dina Purvis, Senior Engineering Technician
130 South Main Street, Lake Elsinore, CA 92530
(951) 674-3124 x248
dpurvis@lake-elsinore.org

City of Colfax

References

CITY ENGINEERING SERVICES



The Vineyard Aerial Viewpoint



The Vineyard Rendering

City of Murrieta

BVNA has provided development review/processing and map review to the City since its incorporation in 1991. We have also provided architectural/building/fire plan review services, as well as staff augmentation for the Building Department. Originally, when the City first incorporated, BVNA initiated policies and procedures for the transition of development cases were instrumental in writing the City's granting code & manual. Reviewed projects have run the full scale in size and type from improvement and grading plans and maps for large, low-density estate type subdivisions, to single commercial lots and single-family residences as well as drainage plans per RCFC&WCD's standards. In addition, we have also been responsible for providing on-site extension of engineering staff to work with designers, developers, property owners, contractors, and permitting agencies to develop and condition projects.

For the 521-acre Vineyard development which featured 1,200 homes within a sensitive environmental habitat, we prepared grading bonds and agreement; reviewed improvement plans and a dual water quality system to ensure compliance with the 401 Permit requirements; and coordinated water quality issues through the San Diego Regional Water Quality Control Board.

Client: City of Murrieta

Services: As-Needed Map Review and Plan Review Services

Timeframe: 1991 - Present

Reference:
Bob Moehling, PE, City Engineer
1 Town Square
Murrieta, CA 92562
(951) 461-6036
bmoehling@murrieta.org



Orange County Public Works

BVNA has been providing building and civil engineering plan review and inspection and services since 2012 Orange County Public Works. BVNA is the Prime Consultant. Projects include:

Rancho Mission Viejo (The Ranch) Development Plan Check

Bureau Veritas is currently providing plan check and map check review of various projects and backbone infrastructure associated with Planning Area 1 of the Ranch Plan. The 23,000-acre development is composed of 6,000 buildable acres. Bureau Veritas staff review tentative maps, site development plans, rough grading and precise grading plans, Runoff Management Plans, hydrology and hydraulic studies, Water Quality Management Plans, revetment plans, storm drain plans, and street improvement plans, checking for conformance to the County of Orange standards and regulations, easements and right-of-way requirements and for conformance to the conditions of approval.

Client: County of Orange

Services: Building and Civil Engineering, Plan Review and Inspection Services

Timeframe: 2012 - Present

Reference:

Hadi Tabatabaei, Building Official
333 W. Santa Ana Boulevard
Santa Ana, CA 92701
T. 714.667.8843
hadi.tabatabaei@ocpw.ocgov.com

Craig Baptista, Director of Operations

Education	Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 16 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.
Registrations/Certifications	
Six Sigma Green Belt Certified	
OSHA 30	
United States Navy: Honorable Discharge	
Tenure at BVNA	Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:
2+	<ul style="list-style-type: none"> ▪ Apple Campus II in Cupertino, CA ▪ Cal Trans - Bay Bridge Project in Oakland, CA ▪ Tesla Gigafactory in Sparks, NV ▪ Souza Construction - Lemoore Naval Air Station Project in Fresno, CA ▪ Advance Range Solution - Fort Hunter Liggett in Jolon, CA ▪ Hensel Phelps - Mule Creek Prison in Ione, CA
Total Years of Experience	
16+	
<p>Director of Operations Bureau Veritas North America, Inc. 2015 - Present</p> <p>Serves as Director of Operations for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, and Washington. Oversees plan review and inspection activities to ensure BVNA has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.</p>	

Gene Paolini, C.B.O., Client Liaison

Registrations/Certifications

ICC Certified:

Certified Building Official

Building Inspector

Mechanical Inspector

Professional Affiliations

California Building Officials 2007 - 2008 President (CALBO)

Sacramento Valley Association of Building Officials 2000 President (SVABO)

California Training Institute (CTI)

Total Years of Experience

31+

Tenure at BVNA

1+

Gene is an experienced building inspector and building official with over 31 years of experience. He has extensive experience in providing technical support to a variety of construction projects including commercial and residential structures. Gene has provided technical support in rebuilding a 500,000 square feet shopping mall after a major fire accident in 2010 by setting up a remote building department and helped the mall reopen within a week after the accident.

Gene has been a CTI (California Training Institute) Director for the past 10 years and served as chairperson for 4 years. He is also an instructor for CALBO and developed part of the BOLA curriculum including building department administration and budgeting and finance for building officials. He has also developed an introductory class, Building Department 101, for SVABO and CALBO.

Some of his significant achievements include:

- Obtained IAS Accreditation for the City of Roseville and making the Building Inspection Division the first California municipality to become nationally accredited.
- Conducted presentations to 22 International Code Council (ICC) chapters in California for CALBO.
- Participated in the code hearings at the Building Standards Commission for adoption of International Building Code in California.
- Implemented CALBO educational program of 425 classes throughout the state to ensure members would have a thorough understanding of the new International Code.
- Served as CALBO President from 2007 to 2008 and a Legislative Committee Member from 2006 to 2010.
- Served as SVABO President in 2000 and planned the ICBO annual business meeting as a committee chairperson.

Select Project Experience

Special Projects Manager/Director of Operations/Operations Manager/ Senior Plans Examiner

Bureau Veritas North America, Inc.

2010 - Present

Served as the Director of Operations for Bureau Veritas North America Inc.'s West Coast code compliance division and currently oversees special projects. Oversees plan review and inspections for projects in California, Arizona, Washington, and Nevada. Directly involved with projects that require a higher level of understanding of code requirements and intent, as well as projects with unique challenges and complex components.

Knowledge and experience includes thinking outside the box to find solutions to code challenges while avoiding any negative impact to project schedules and/or budgets. Provided plan review of commercial, industrial, residential, and agricultural structures for compliance with International and California non-structural code requirements.

John Maguire, P.E., C.F.M., Civil Plan Review Engineer

Education

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:

Civil: CA, #38445

Traffic: CA, #1492

Certified Floodplain Manager
(ASFPM)

John has more than 36 years of professional engineering experience. He has technical expertise in commercial and residential land development, municipal capital improvement projects, municipal review and staff services. Prior to working with BVNA, John was the Engineering Services Manager of the Flood Management Division of the Public Works Department in San Joaquin County, the Assistant Director of the Utilities and Community Development Departments in City of Folsom, and has worked as a Civil or City Engineer for multiple municipalities throughout Northern California.

Select Project Experience

City Engineer

Bureau Veritas North America, Inc.

September 2017 - Present

Provides civil and traffic review services for both public works and building permits for jurisdictions throughout California. Services included review for conformance to the California building code, NPDES permit / Clean Water Act requirements, and local requirements and standards.

Engineering Services Manager

San Joaquin County

January 2011 - August 2017

Responsible for managing the Flood Management Division of the Public Works Department. Duties included overseeing plan checking and permitting for compliance with the County's Floodplain Management ordinance; administering the County's Community Rating System program; ensuring the County's compliance with new state regulations associated with floodplain development; coordinating/participating in the planning, design and construction of flood protection improvements for unincorporated areas of the County as well as incorporated areas within the County; working with state and federal elected officials and their staffs on developing new legislation associated with floodplain management and coordinating such efforts with lobbyists, representatives from other local agencies and non-government organizations; serving on various boards and committees of flood management-related organizations; and providing technical support to the County's levee maintenance personnel. Also, made presentations to the Board of Supervisors, County commissions and committees and community groups. Supervised engineering and clerical staff.

Assistant Director

Utilities and Community Development Departments, City of Folsom

August 1996 - October 2010

Responsible for managing the engineering, inspection and clerical staffs for the Utilities and Community Development Departments. Duties included supervising engineering and construction inspection functions for

Craig Hamner, P.E., Civil Plan Review Engineer

Education

B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:

CA, #28745

Professional Affiliations

American Public Works Association
(APWA)

The United States Army Engineer
Regiment

Total Years of Experience

30+

Craig has over 30 years of experience as a civil engineer working for jurisdictions as well as private consultants. He has extensive knowledge and experience providing civil engineering services for projects of all sizes and complexities. His confidence and knowledge enables him to work well with customers and clients to ensure safety and compliance with all applicable codes.

Select Project Experience

Plan Review Engineer

Bureau Veritas North America, Inc.

2013 - Present

Performs in house public works plan review services for the City of Roseville.

Vice President

Roseville Design Group

2010 - 2013

Performed duties as a licensed civil engineer for the company to include but not limited to design of small bridge structures, roofing structures, hydrology, hydraulics, site design and plan reviews for the City of Roseville. Prepared and filed parcel/subdivision maps and Records of Survey along with Lot Mergers.

Senior Civil Engineer

Private Sector

2004 - 2008

Performed engineering design focused on water supply and storm water hydrology and public infrastructure. Provided staff augmentation services for local jurisdictions.

Associate Civil Engineer/City Surveyor

City of Folsom

1990 - 2004

Involved in the discretionary portion for numerous development projects. During the design phase, reviewed and approved plans for residential and commercial projects. Reviewed and approved final maps, parcel maps and other survey documents. Prepared subdivision agreements and staff reports to the City Council. Had extensive experience in the permitting process associated with federal state and municipal projects. Acted as project manager on numerous capital improvement projects.

Jee Choy, P.E., Civil Plan Review Engineer

Education

M.S., Civil Engineering
B.S., Civil Engineering

Registrations/Certifications

Registered Professional Engineer:
CA, #46287

Total Years of Experience

31+

Jee has over 31 years of experience providing civil engineering services for jurisdictions and private consultants in California. He is skilled and knowledgeable in requirements for capital improvement projects, utility projects, roadways, grading, etc. Jee brings a depth of knowledge of not only engineering review, but also construction inspection and construction management projects.

Select Project Experience

Civil Plan Review Engineer

Bureau Veritas North America, Inc.

2013 - Present

Provides civil engineering review, construction inspection, and construction management services for jurisdictions. Projects include:

Camp Pendleton

Conducted civil inspection services for Phase VIII Stuart Mesa project.

City of Soledad

Conduct construction inspection of the new housing development Miravale II Unit II.

City of Roseville

Westbrook Phase I Civil Engineering Review
Pleasant Grove Improvements Civil Engineering Review

Fort Lewis/McChord Housing Plan Type 5 Civil Engineering Review

Senior Civil Engineer

City of Rocklin

2005 - 2011

Duties included construction inspection of residential subdivisions, industrial commercial developments and capital improvement projects. Managed and directed workload of two construction inspectors. Responsible for acceptance of nearly all roadway and drainage improvements in the City, ascertaining compliance with City standards, clarifying construction documents, resolving conflicts with utilities, negotiating with contractors and monitoring field instructions and change orders on capital improvement projects. Other responsibilities included reviewing, organizing and managing construction inspection reports, test reports and record drawings. Completed plan review and approval of site, roadway and drainage improvement plans, drainage calculations, flood plain hydrologic and hydraulic modeling, and construction cost estimates for residential subdivisions, commercial, institutional, medical, and industrial facilities. Prepared reports and engineering documents.

Wendy Haggard, P.E., Plan Review Engineer

Education

M.S., Civil Engineering
B.S., Civil and Environmental
Engineering

Wendy has over 10 years of experience in the engineering field. She is knowledgeable in the areas of infrastructure development, sewer design, and roadway design.

Select Project Experience

Plan Review Engineer

Bureau Veritas North America, Inc.

2014 - Present

Provides plan review services for projects such as residential, commercial, industrial, infrastructure, development, grading, etc. Specific projects include:

Cities of Lincoln, Roseville, and Sacramento

Provides as-needed structural plan review services for various clients in California. Projects include residential and commercial new and existing structures.

Town of Loomis

Provides civil plan review services on an as-needed basis for the Town. Reviews are typically performed at the Town of Loomis when Town staff is out of the office.

LendLease Military Housing - Nationwide

Provided civil plan review services for multiple projects and military bases throughout the United States.

Civil Engineer

Private Sector

2001 - 2010

Provided staff augmentation for the City of Manteca. Duties included acting as project manager for the South Union / Atherton projects. Worked with a design firm and the City to complete the design of a roadway extension and widening project. Coordinated the bidding process, construction, supervised the inspectors, and processed all of the day-to-day activities. Assisted with the right-of-way process and led coordinated with PG&E, Verizon, and Caltrans.

Fire Station Development

Worked with an architectural firm and the City's fire department to design two fire stations; one a remodel of an existing office building involving seismic upgrades and the other is a brand new building. Coordinated with the departments within the City, the architect firm, as well as their sub consultants, and an electrical third party.



**BUREAU
VERITAS**

Bureau Veritas North America, Inc



November 6th, 2018

Ms. Lorraine Cassidy, City Clerk
City of Colfax, CA
33 S Main Street, PO BOX 702
Colfax, CA 95713
530-346-2313
city.clerk@colfax-ca.gov

Re: City of Colfax – City Engineering Services

Dear Ms. Cassidy,

Bureau Veritas North America, Inc. (BVNA) is pleased to submit our fee proposal to provide city engineering services for the City of Colfax.

Our review will be conducted in accordance with the scope specified. The fee schedule in effect at the beginning of the contract shall be held as the rates for any extra service work for the duration of the project, unless the contract completion date is extended due to changes initiated and a new rate structure is included in the contract extension.

FEES

<u>Description</u>	<u>BVNA Fee</u>
City Engineer	\$160/hour
Additional Services	
Senior Engineer	\$140/hour
Project Manager	\$140/hour
Construction Inspector/Engineering Technician	\$125/hour*

*Rate is standard non-prevailing wage.

Overtime: All Employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1-1/2 times salary for overtime hours as per State and Federal wage and hour laws. No overtime will be charged without prior consent.

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

We can provide additional information regarding our qualifications and previous experience should you request. BVNA looks forward to working with you on this project.

Sincerely,

Craig Baptista, Director of Operations
916.514.4516/craig.baptista@us.bureauveritas.com



Scott Phillip Gandler, P.E.

Education B.S., Science/Mechanical Engineering	Scott has over 30 years of experience providing civil engineering services in California. He is skilled and knowledgeable in requirements for Capital Improvement, Utility, Roadway, Turnabout and Grading Projects. Prior to working at Bureau Veritas, Scott was with the City of Roseville for over 20 years working as a Senior Civil Engineer. His experience includes transportation planning, budget preparation, traffic study preparation and review, develop and achieve department goals and objectives. He also represented the city in regional transportation planning, including commission and council presentations. He worked closely with consultants, federal, state and local agencies on complex multi-agency funding issues and challenges to achieve safety standards and improvements while considering the needs of local agencies and federal requirements. He was a member of the following four projects - Project Design Team for Interstate 80/State Route 65 Interchange improvements; State Route 65 Widening Project; Technical Advisory Committee for Placer Parkway, a planned new freeway in South Placer County, CA; and a member of the Project Design Team for Interstate 80 Auxiliary Lanes/5th lane widening project.
Registrations/Certifications Registered Professional Engineer: CA, #56561	
Total Years of Experience 30+	
Select Project Experience	
Senior Civil Engineer - Development Services - Engineering <i>City of Roseville</i> 2006 - 2018 For Transportation Planning, Scott's responsibilities included budget preparation, traffic study review, develop department goals, and represent the City in regional transportation planning, committee, commission and council presentations.	
Some of his most significant projects include being a member of the Project Design Teams for I-80/State Route 65-Interchange improvements, State Route 65 widening project, and I-80 Auxiliary Lanes/5th Lane widening project as well as a member of the Technical Advisory Committee for Placer Parkway, a new planned freeway for Placer County. For those projects, Scott worked with federal, state, and local agencies, reviewed traffic modeling, approved invoices for progress payments, and produced plans and estimates, among other duties.	
Senior Civil Engineer - Public Works/Engineering <i>City of Roseville</i> 2002 - 2006 Supervised 24 employees, half of the Engineering Division, including development, construction inspection and transportation planning sections. Scott was also responsible for budget preparation, development processing, City Council reports and presentations, transportation and planning commission presentations and regional transportation and development issues.	



Scott Phillip Gandler, P.E.

Associate Civil Engineer - Transportation Planning

City of Roseville

1995 - 2002

Scott was responsible for the transportation planning section, including preparing review budgets, monthly staff reports, implement goals, perform complex traffic modeling, participation of environmental assessments, and serve as the chair of the City's safety committee. Scott also assisted in the development section for conditioning development projects, meeting developers and city planners, and resolving design issues.

Acting Associate Engineer - Transportation Planning

City of Roseville

1994 - 1995

Responsible for the Traffic Engineering Section, supervising 5 people, preparing grant applications, contract administration, reviewing staff reports, assigning workload, and working with the other departments on various projects.

Assistant Engineer - Traffic Engineering

City of Roseville

1991 - 1994

Scott managed various capital improvements and engineering projects, traffic signal design and construction management. Also prepared plans and specifications.

Engineering Assistant - Traffic Engineering

City of Roseville

1990 - 1991

Prepared various traffic studies, accident studies, and speed studies. Scott also investigated and evaluated requests from the public and various related duties.

Engineering Technician - Traffic Engineering

City of Roseville

1988 - 1990

Provided technical support to engineering personnel, research and data collection, drafting and AutoCAD work and other related duties.