

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA

March 11, 2020

Regular Session: 6:00PM

1 CLOSED SESSION

2 OPEN SESSION

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

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

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

3 AGENCY REPORTS

- 3A. Placer County Sheriff
- 3B. CALFIRE
- 3C. CHP
- 3D. Event Liaison
- 3E. Colfax Chamber of Commerce
- 3F. Sierra Vista Community Center

4 PRESENTATION

- 4A. **Community Development Retail Recruitment – Retail Strategies** (Pages 4-20)

5 PUBLIC HEARING

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

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

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

- 5A. **Staff Presentation, Public Hearing, File final Community Development Block Grant (CDBG) Program Income Waiver Project Report – Culver Street Rehabilitation Project – Phase I**
Staff Presentation: Laurie Van Groningen, Finance Director (Pages 21-22)
Recommended Action: Receive staff presentation; conduct a public hearing, direct staff to file final CDBG Program Income Waiver Project Report.



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.

March 11, 2020

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6 CONSENT CALENDAR

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

Recommended Action: Approve Consent Calendar

- 6A. **Minutes – Regular Meeting of February 26, 2020** (Pages 23-25)

Recommendation: Approve the Minutes of the Regular Meeting of February 26, 2020.

- 6B. **Minutes – Special Meeting Cannabis Workshop of February 26, 2020** (Pages 26-29)

Recommendation: Approve the Minutes of the Special Meeting Cannabis Workshop of February 26, 2020

- 6C. **Sewer Collection System and Wastewater Treatment Plant Improvement Planning Grant – Nor-Cal Pipeline Services CCTV Contract** (Pages 30-41)

Recommendation: Authorize the City Manager to enter into a closed-circuit TV inspection contract with Nor-Cal Pipeline in the amount of \$38,545; and, authorize 10% contingency expenditure up to \$42,400.

7 PUBLIC COMMENT

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

8 COUNCIL AND STAFF

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

- 8A. **Committee Reports and Colfax Informational Items – All Councilmembers**

- 8B. **City Operations Update – City Manager**

9 COUNCIL BUSINESS

- 9A. **General Plan and Housing Element Update – PlaceWorks Consulting Group Contract**

Staff Presentation: Amy Feagans, City Planner (Pages 42-67)

Recommendation: Discuss and consider authorizing the City Manager to enter into an agreement with PlaceWorks Consulting Group for the preparation of the General Plan and the Housing Element update in an amount not to exceed \$207,087.

- 9B. **Construction Management and Inspection Services Budget Amendment for S. Auburn Street and I-80 Roundabout Project (Federal Aid Project CML-5187(010))** (Pages 68-74)

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution __-2020 approving the Psomas Construction Management and Inspection Services budget amendment in the amount of \$55,788.78 for a total contract amount of \$354,873.78.

- 9C. **Second Reading of Ordinance 541 Requiring Hazardous Vegetation Abatement and Establishment of Defensible Space** (Pages 75-84)

Staff Presentation: Wes Heathcock, City Manager

Recommendation: By motion, waive the second reading and adopt Ordinance 541 requiring hazardous vegetation abatement and establishment of defensible space.

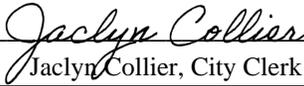


10 **GOOD OF THE ORDER**

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

11 **ADJOURNMENT**

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



Jaclyn Collier, City Clerk

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





retail strategies

Retail Recruitment

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



Industry Leaders

- 150 years of retail real estate experience
- Direct connections to retailers and developers
- Hands-on approach

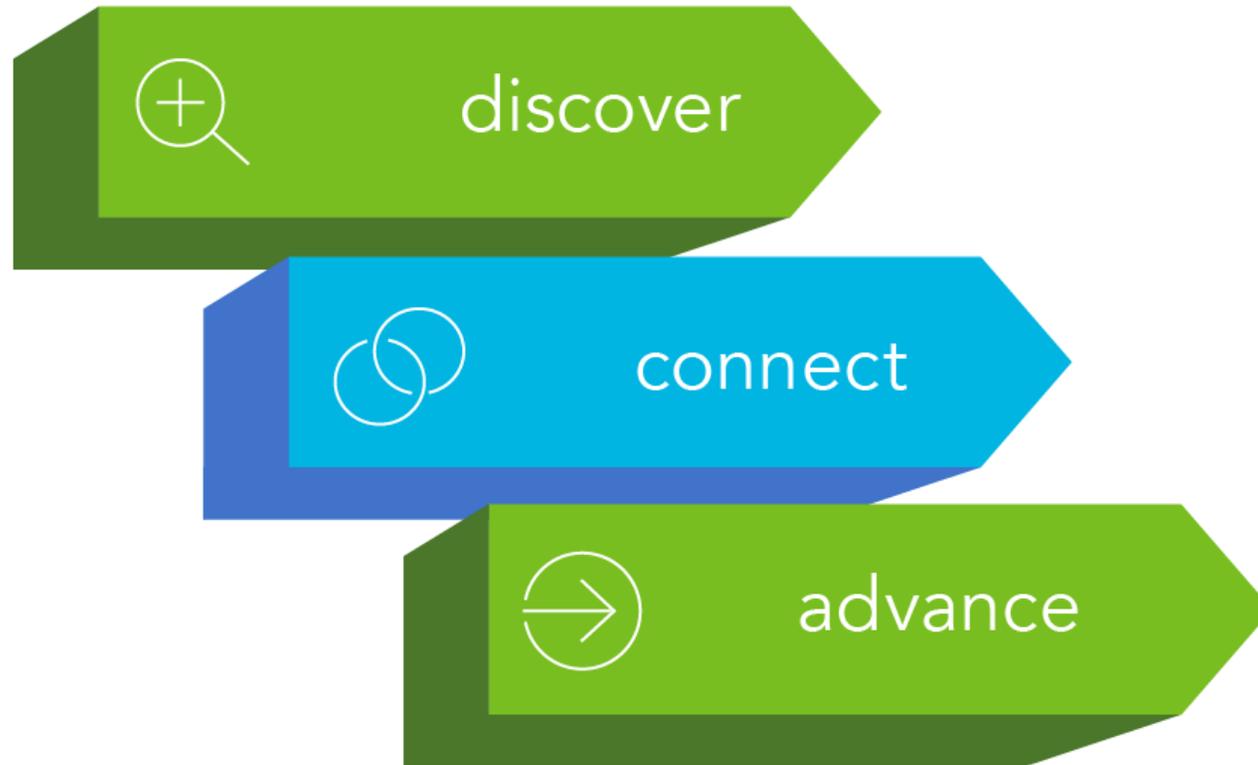
Industry Involvement



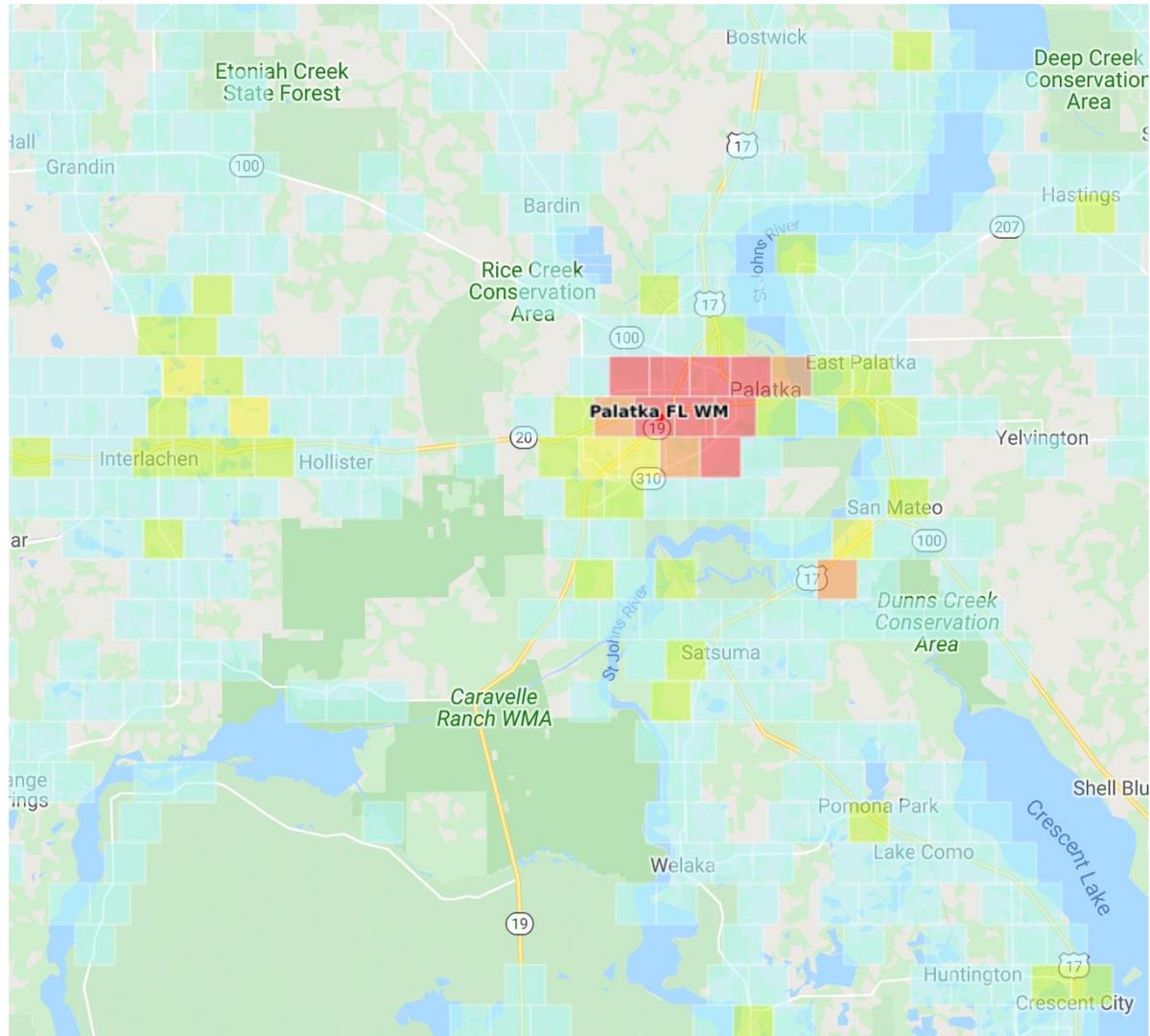
Why We Exist



Our Process



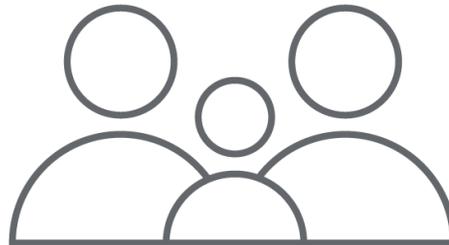
Mobile Data Collection



Customized Trade Area

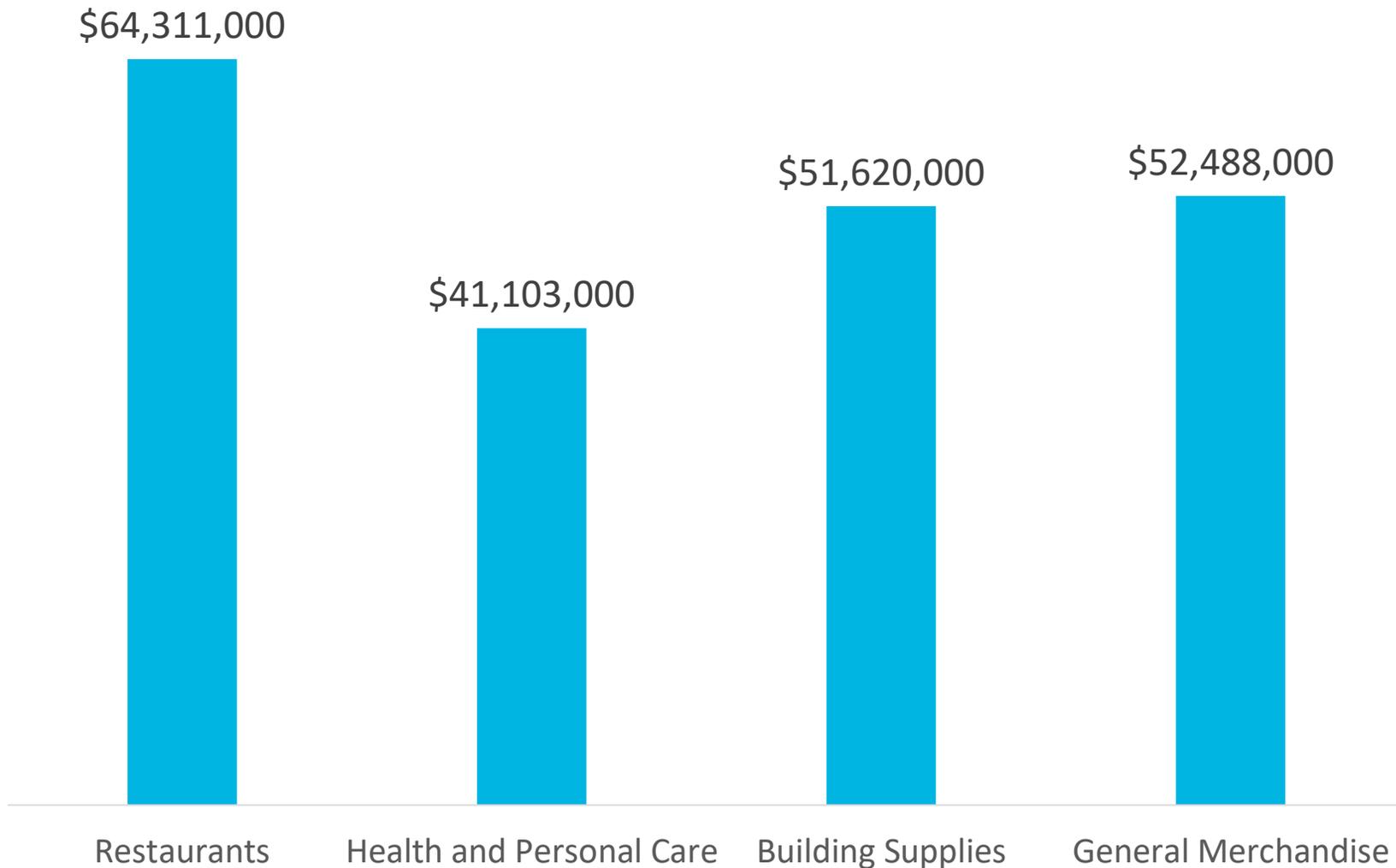
75,000+

2019 estimated population



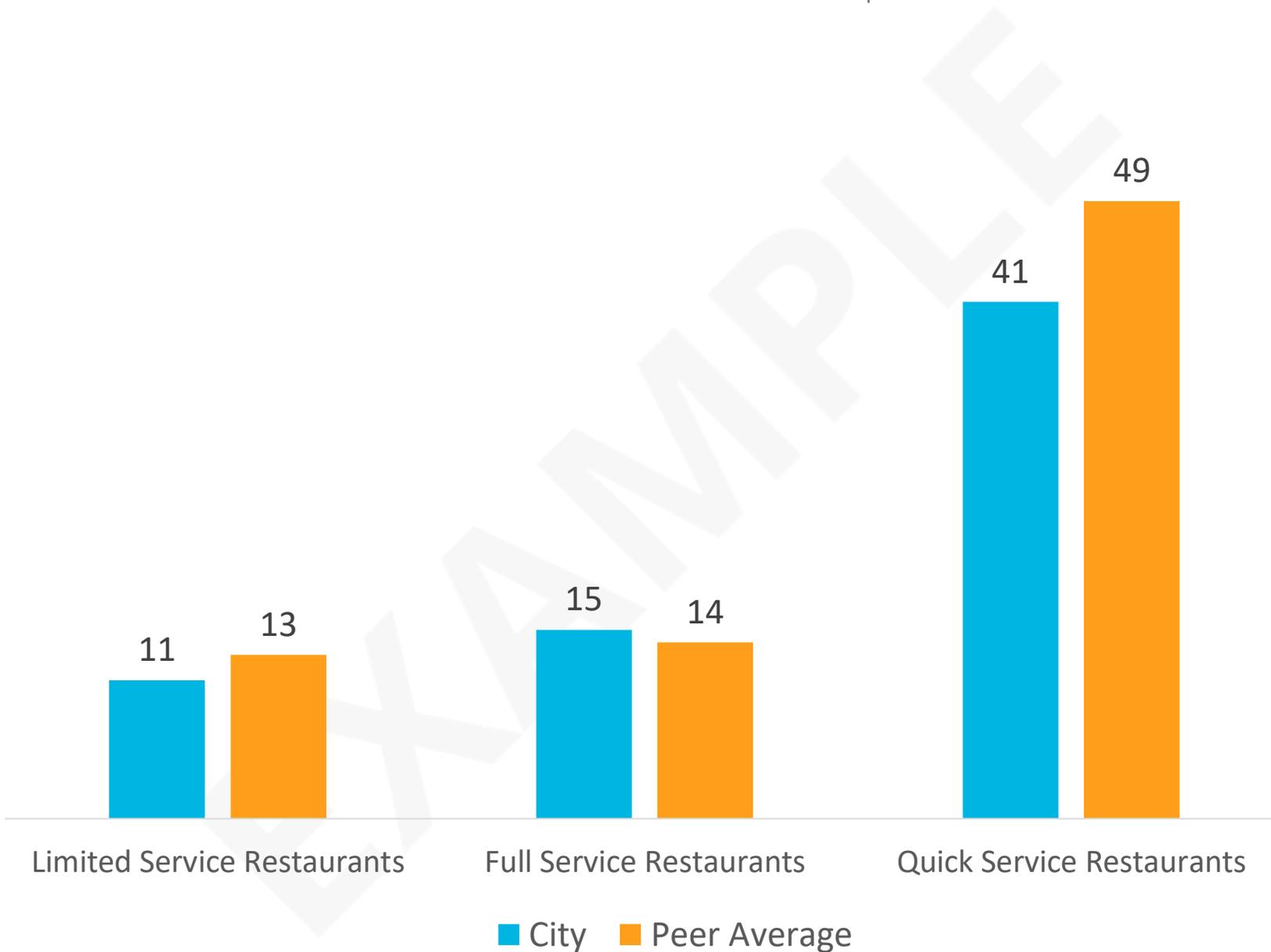
\$53,000+

Discover: Consumer Demand and Supply



Who is a Fit?

Peer Analysis

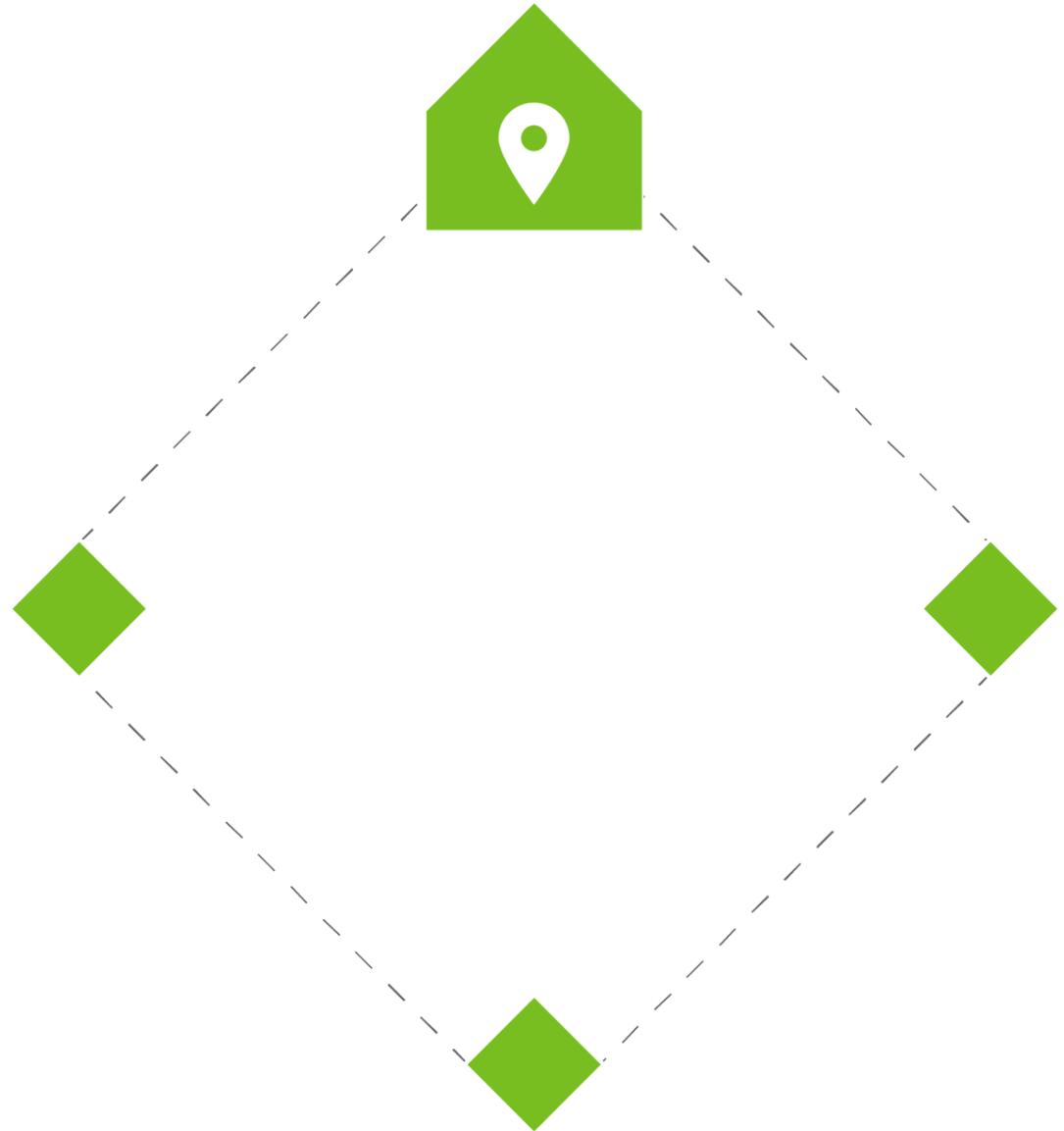


Real Estate Analysis

Putting our experience to work in your community to identify strategic and underutilized real estate assets.

Home Run Real Estate

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

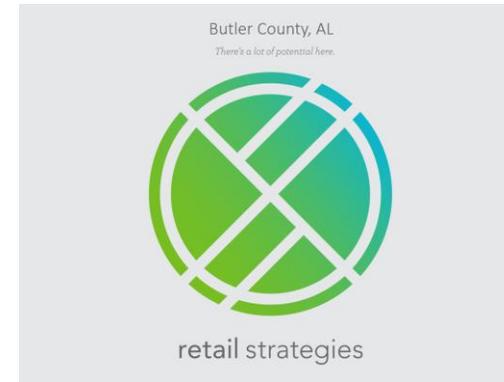


Tools & Deliverables

Data & Analytics



Retail Recruitment Plan



Marketing Guide



Dedicated Professionals



Scott VonCannon
COO



Joe Strauss
VP of Development



Clay Craft
Portfolio Director



Matt Tate
Business Development



Robert Jolly
CEO



Mead Silsbee
CFO



Lacy Beasley
President



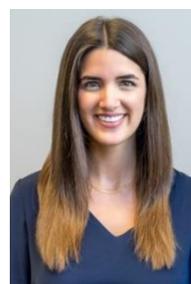
Matt Petro
CDO



Laura Marinos
Marketing Director



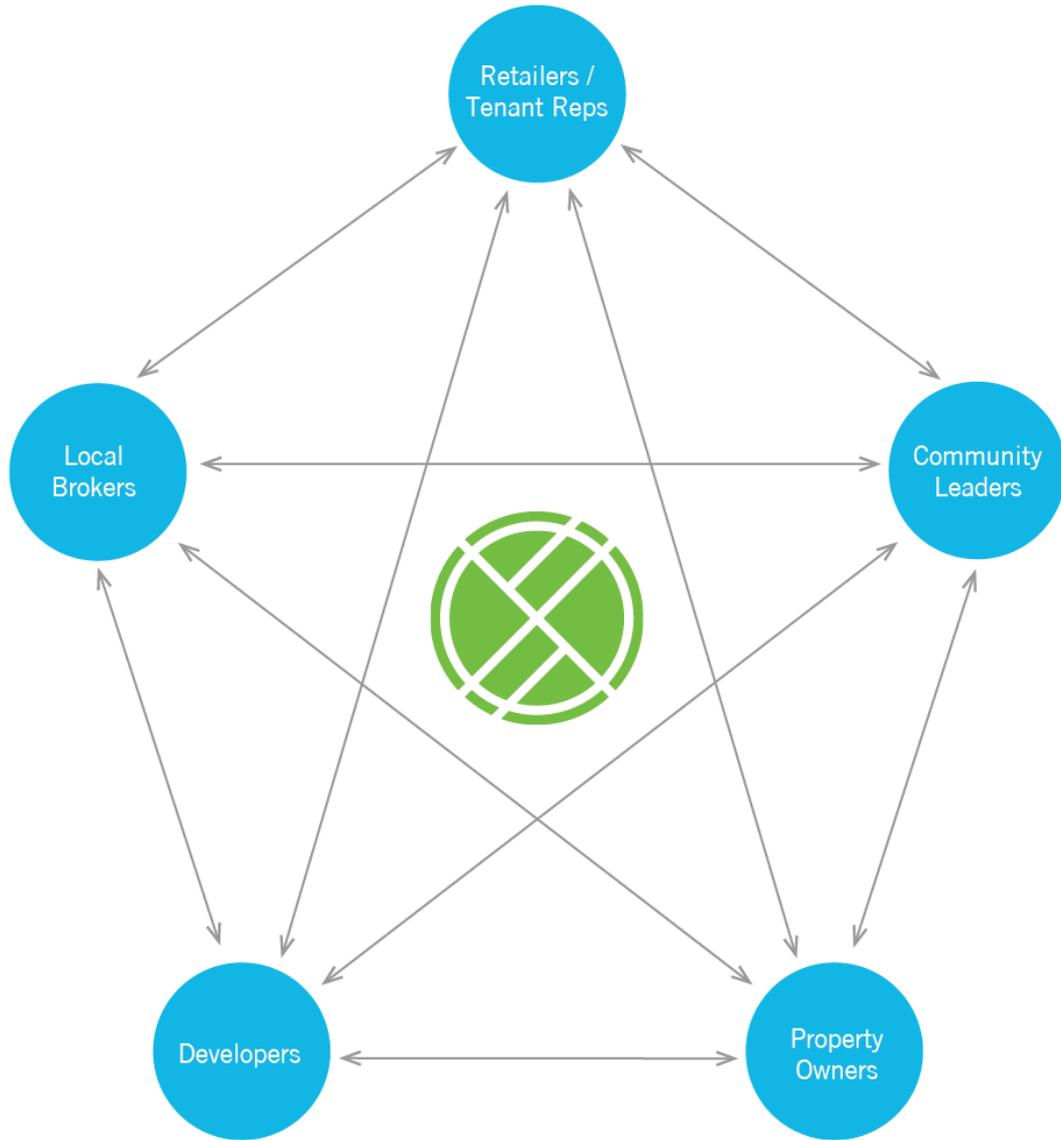
Ryder Richards
Creative Director



Michelle Moultrie
Marketing Assistant

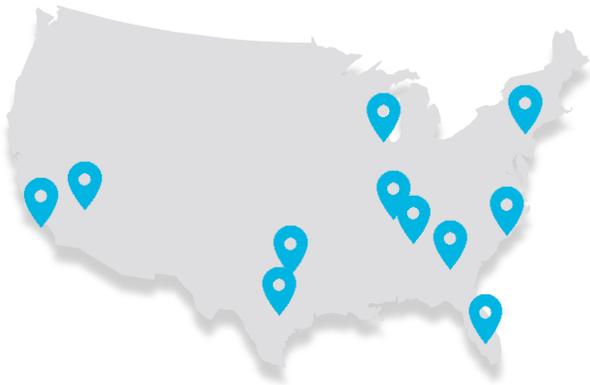


Charlene Capps
Research Director



Conference Recruitment

We attend numerous conferences each year to recruit retail to specific sites in our communities.



Las Vegas
Dallas
Atlanta
Chicago
Austin

Orlando
Charlotte
Nashville
San Diego





Our Success

Taft, California

Since partnering together with the city just over 18 months ago, Retail Strategies has helped successfully recruit 4 retailers to the city bringing an expected annual sales tax of ~\$125,000 and ~90 jobs.



Partnership Background: Taft and Retail Strategies began a partnership in mid 2018. Retail and restaurant vacancies were identified that were the right fit for the community.

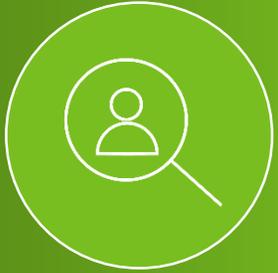
Taft found the use of the Mobile GPS Study helpful in the pursuit and storytelling to retailers.

When leveraging this data from Retail Strategies they were able to articulate how their town of just over 9,500 population, brings in more than 23,000 people during different dayparts making Taft much more intriguing to retailers.

New Retail	Average Annual Sales Revenue	Local Sales Tax	Estimated Annual Sales Tax Revenue	Estimated Jobs Created
Grocery Store	\$7,500,000	1.00%	\$75,000	40
Coffee Shop	\$1,400,000	1.00%	\$14,000	15
Auto Parts Store	\$2,100,000	1.00%	\$21,000	11
Fast Food	\$1,480,000	1.00%	\$14,800	24
Total	\$12,480,000	1.00%	<u>\$124,800</u>	90



Recap



We Multiply and Enhance Your Staff



We are an Investment for Your Community



We Make Sure Your Story is Heard



retail strategies





Staff Report to City Council

FOR THE MARCH 11, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Staff Presentation, Public Hearing, File final Community Development Block Grant (CDBG) Program Income Waiver Project Report – Culver Street Rehabilitation Project – Phase I

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Receive staff presentation; conduct a public hearing, direct staff to file final CDBG Program Income Waiver Project Report.

Summary/Background

The City of Colfax has accumulated a CDBG Program Income fund balance over the years from Grants and repayment of business loans. Per the contract with the Department of Housing and Community Development, Program Income funds must be used on CDBG eligible activities and low/moderate income areas and all expenditures from this account require approval of the City Council after a Public Hearing is held. The Culver Street Rehabilitation Project – Phase I was the selected project. The City completed this process in September 2017.

The project description was as follows:

Culver Street Rehabilitation Project – Phase I - The project is located within the City Limits of the City of Colfax on Culver Street from W. Oak Street to Newman Street. The scope of the work includes; engineering design, full reconstruction of up to 700 linear feet of Culver Street, adjusting utilities to grade, and construction management and inspection. The project will enhance vehicle safety, maintain the City’s roadway infrastructure and substantially reduce the maintenance effort to keep the street from further degradation. This project will require approximately \$215,000 to bring the pavement to new condition. The project limits may be adjusted depending on available funding and construction costs at the time of bidding

In order to determine if the project selected met the required low/moderate income criteria of the CDBG program, an Income Survey of the area to benefit from the improvements was initiated. The results of a survey must be at least 51% Low/Moderate Income families according to the income limits published annually by the department. The income survey was conducted for the project area and exceeded the required minimum 51% and the project was subsequently approved by the State CDBG Program as an eligible activity and a Program Income Waiver was awarded. There were a total of 21 households in the project area.

The project was subsequently implemented and construction was completed in November 2019.

With completion of the project, the grant will now be closed out with the State. The City is required to hold a public hearing to discuss the grant accomplishments and submit a closeout certification to the State. Upon direction from the Council, staff will submit the final closeout package to CDBG. The following documents are required to be submitted to the state to complete the closeout process:

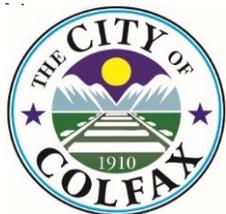
1. Final Set-up/Completion Report
2. Closeout Certification Letter
3. Evidence of publication for the public hearing

The original project estimates were approved by City Council in January of 2018 – Resolution 03-2018. The final project budget was amended in August of 2019 – Resolution 36-2019 and included \$205,000 CDBG Program Income Funds, \$43,910 City General Fund/Local Road Funds, and \$58,135 Placer County Water Agency (PCWA) reimbursement. Project funding and final costs are displayed in the chart below.

Project Funding				
	Original Project Estimates Jan 2018 Resolution 03-2018	Approved Budget Aug 2019 Resolution 36-2019	Actuals 12/31/2019	Under/(Over) Budget
CDBG - PI Waiver	\$ 205,000	\$ 205,000	\$ 205,000	\$ -
City General Fund/Local Road Funds	\$ 15,000	\$ 43,910	\$ 19,484	\$ 24,426
PCWA Reimbursement Reimbursement	\$ -	\$ 58,135	\$ 41,749	\$ 16,386
Total Project Funding	\$ 220,000	\$ 307,045	\$ 266,233	\$ 40,812
Project Costs				
	Original Project Estimates Jan 2018 Resolution 03-2018	Approved Budget Aug 2019 Resolution 36-2019	Actuals 12/31/2019	Under/(Over) Budget
Environmental/Engineering/Design/Admin	\$ 15,000	\$ 23,772	\$ 25,681	\$ (1,909)
Construction	\$ 180,000	\$ 227,453	\$ 215,875	\$ 11,578
Contingency (10% City, 30% PCWA)	\$ 10,000	\$ 30,820		\$ 30,820
Construction Management and Inspection	\$ 15,000	\$ 25,000	\$ 24,677	\$ 323
Total Project Costs	\$ 220,000	\$ 307,045	\$ 266,233	\$ 40,812

Recommendation

- Open Public Hearing
- Receive Public Comment(s)
- Close Public Hearing
- Direct staff to submit final reports and closeout package to the State



City Council Minutes

Regular Meeting of Wednesday, February 26, 2020
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CLOSED SESSION (NO CLOSED SESSION)

2 OPEN SESSION

2A. Call Open Session to Order

Mayor Mendoza called the open session to order at 6:03PM

2B. Pledge of Allegiance

Will Stockwin led the Pledge of Allegiance

2C. Roll Call

Present: Mendoza, Lomen, Douglass, Fatula

Absent: Burruss

2D. Approval of Agenda Order

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

MOTION made by Mayor Pro Tem Lomen and seconded by Councilmember Fatula and approved by the following voice vote:

AYES: Mendoza, Lomen, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Burruss

3 AGENCY REPORTS

3A. Placer County Sheriff

3B. CALFIRE

3C. CHP

3D. Event Liaison

3E. Colfax Chamber of Commerce

3F. Sierra Vista Community Center / VFW

Councilmember Fatula requested Chris Nave provide an update on the Hwy 50 project.

4 PRESENTATION (NO PRESENTATION)

5 PUBLIC HEARING

5A. Public Hearing, First Reading of Ordinance ___ Requiring Hazardous Vegetation Abatement and Establishment of Defensible Space

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Introduce the proposed ordinance requiring hazardous vegetation abatement and establishment of defensible space by title only, conduct a public hearing, waive the first reading schedule the proposed ordinance for adoption at the March 11, 2020 regular meeting.

CALFIRE Battalion Chief Brian Eagan provided a PowerPoint presentation about the ordinance.

PUBLIC COMMENT FOR PROPOSED ORDINANCE REQUIRING HAZARDOUS VEGETATION ABATEMENT AND ESTABLISHMENT OF DEFENSIBLE SPACE:

None

Public Hearing Closed

MOTION made by Mayor Pro Tem Lomen to waive the first reading and schedule the proposed ordinance for adoption at the March 11, 2020 regular meeting and seconded by Councilmember Fatula and approved by the following voice vote:

AYES: Mendoza, Lomen, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Burruss

6 CONSENT CALENDAR

6A. Minutes – Regular Meeting of January 22, 2020.

Recommendation: Approve the Minutes of the Regular Meeting of January 22, 2020.

6B. Cash Summary Report – January 2020

Recommendation: Accept and file.

6C. Quarterly Investment Report – Quarter Ended December 31, 2019

Recommendation: Receive and file.

6D. 2020 Council Goals

Recommendation: Discuss and consider approving the 2020 Council Goals.

6E. Purchase of Three Aerators for the Wastewater Treatment Plant

Recommendation: Adopt Resolution 08-2020 authorizing the City Manager to purchase three (3) 10 horsepower aerators from Aqua – Aerobic Systems, Inc for the Wastewater Treatment Plant in an amount not to exceed \$40,000 from Fund 560.

MOTION made by Councilmember Fatula and seconded by Mayor Pro Tem Lomen to approve the Consent Calendar and approved by the following voice vote:

AYES: Mendoza, Lomen, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Burruss

7 PUBLIC COMMENT

8 COUNCIL AND STAFF REPORTS

- Councilmember Fatula
- Councilmember Douglass
- Mayor Pro Tem Lomen
- Mayor Mendoza
- City Manager, Wes Heathcock

9 COUNCIL BUSINESS

9A Mid-Year Budget Report – Fiscal Year 2019-2020

Staff Presentation: Laurie Van Groningen, Finance Director

Recommendation: Review and accept the Mid-Year Budget Report Fiscal Year 2019-2020.

MOTION made by Councilmember Fatula, seconded by Mayor Pro Tem Lomen and approved by the following voice vote:

AYES: Mendoza, Lomen, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Burruss

9B Cap to Cap Council Representative

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider authorizing Mayor Mendoza’s Cap to Cap event cost in amount not to exceed \$3995.

MOTION made by Councilmember Fatula and seconded by Mayor Pro Tem Lomen and approved by the following voice vote:

AYES: Mendoza, Lomen, Douglass, Fatula

NOES:

ABSTAIN:

ABSENT: Burruss

10 GOOD OF THE ORDER

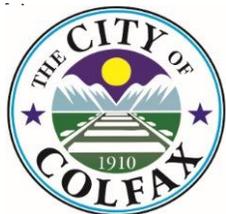
11 ADJOURNMENT

As there was no further business on the agenda, Mayor Mendoza adjourned the meeting, without objection at 7:54PM.

Respectfully submitted to City Council this 11th day of March, 2020.



Jaclyn Collier, City Clerk



City Council Minutes

Special Meeting Cannabis Workshop of Wednesday, February 26, 2020
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 OPEN SESSION

1A. Call Open Session to Order

Mayor Mendoza called the open session to order at 1:06PM

1B. Roll Call

Present: Mendoza, Lomen, Burruss, Douglass, Fatula

2 PUBLIC COMMENT

None

3 WORKSHOP

3A. Cannabis Workshop

City Manager Heathcock provided background information.

Kyle Tankard with SCI Consulting presented a PowerPoint explanation of the proposed ordinance.

Councilmember Burruss inquired about state regulations.

Councilmember Fatula asked if Kyle would address questions after the presentation.

Mr. Tankard confirmed, he would answer all questions after the presentation.

With the PowerPoint presentation completed, Mr. Tankard requested to receive questions. He inquired about where Council stands to modify permits and place a cap on activities. Mr. Tankard confirmed, restrictions cannot be placed on outside businesses delivering to the residents of Colfax. He also requested input from Council about commercial vs. medicinal.

Timeline of events discussed, confirmed Workshop #2 will be March 25th, the ordinance will be introduced at an April 2020 meeting, then the following meeting it would be considered for adoption.

Dave Bookout with CALFIRE requested language changes to fall in line with the code language. He inquired about page 37 of 43, Section E regarding Closed Loop Systems; change safety to life safety and National Fire Protection Safety Standards. Mr. Bookout also brought up Section F, Compressed Gasses; requested exceed be changed to exceeds.

Discussion had between Council Members Fatula and Burruss, as well as Mr. Bookout and Brian Eagan regarding compressed gasses vs. liquid gasses, measurements in pounds and/or gallons, and the input Mr. Bookout provided being based on the National Fire Protection Safety Standards. Requested council hold to a standard, different types of construction.

Mayor Mendoza requested each Councilmember bring forth their questions, comments, concerns one at a time starting with Councilmember Fatula.

Councilmember Fatula requested Mr. Tankard bring up PowerPoint slide 4 and inquired about dumping hydroponic waste into the sewer system.

Mr. Tankard confirmed the state regulations do not allow dumping directly into drain.

Discussion between Council Members Fatula and Burruss, Mayor Pro Tem Lomen, Jim Dion, Nick Dion, Wendy Dion regarding waste being treated prior to being dumped, examples of when waste would be produced, different ways to get rid of the waste, and what the business owners would do in the situation of waste needing to be discarded.

City Attorney Cabral mentioned having the ability to condition the permit for that circumstance.

Discussion between Mayor Pro Tem Lomen and Councilmember Fatula about on-site treatment requirements and whether or not it is an option, the type of pre-treatment and similarities between the hydroponic waste and the waste produced by the wastewater treatment plant.

Councilmember Fatula requested Mr. Tankard show PowerPoint slide 6, and inquired about venting gas types.

Mr. Eagan and Councilmember Burruss talked about that language being in the fire code and provided additional information.

Discussion between Mayor Pro Tem Lomen and Council Members Burruss and Fatula about gas blow off, elimination during product processing, and requirements for non-volatile.

Discussion between City Manager Heathcock, Mayor Pro Tem Lomen, and Councilmember Burruss about regulations on industrial.

City Manager Heathcock provided examples of issues regulating specific businesses and how businesses are affecting the system.

City Attorney Cabral mentioned putting verbiage in a sewer permit.

Ms. Dion inquired about having a company come pick up waste.

Councilmember Burruss and City Manager Heathcock talked about adding language to off all or pretreat the waste.

Councilmember Fatula requested Mr. Tankard show PowerPoint slide 7 and inquired about verbiage about being separated by a wall, he asked for a definition of a wall.

Discussion had between Mr. Eagan, Council Members Fatula, and Burruss, City Manager Heathcock, and City Attorney Cabral about types or definitions of a wall, requested to have verbiage about a City approved wall or subject to City approval.

Councilmember Fatula inquired about zoning and what it means. He provided an example of his own business holding youth classes and whether or not that would create an issue with the distance from the business.

Councilmember Burruss stated everyone should be held to the same standards. Talked about the local requirements being too restrictive and requested to go by the state requirements.

City Manager Heathcock requested clarification/confirmation.

Councilmember Burruss talked about how the state verbiage covers daycares, youth centers, and not government buildings and how it wouldn't be an issue to be close to a government building.

Jim Dion talked about the original ordinance and the way it was written. He talked about how the state changes frequently and current state regulations have no mention of residential or churches.

Mr. Tankard requested clarification on one retail license and whether or not it is microbusiness.

Discussion between Mayor Pro Tem Lomen, City Attorney Cabral, City Manager Heathcock, and Mr. Tankard about limiting types of licenses.

Discussion between Council Members Burruss and Fatula, and Mayor Pro Tem Lomen about capping other license types.

Will Stockwin inquired about reason for capping at one business. He talked about the number of hairdressers, gas stations and liquor stores in the area.

Discussion between Mr. Stockwin and Mayor Mendoza about the City consensus of cannabis. Mayor Mendoza states her constituents don't want cannabis.

City Manager Heathcock requested to table this discussion, requested confirmation on Council agreement to one medicinal retail.

Discussion between all parties about allowing adult use, pros and cons.

Jim Dion stated he can handle adult use, spoke about updates for security and process.

Discussion between Mayor Pro Tem Lomen, Jim Dion, and Mr. Tankard about access to cameras, HIPPA laws, conflicts with medical cannabis customers vs. adult use customers. They talked about camera footage being released for law enforcement, Jim Dion was concerned with City viewing video footage not with law enforcement viewing footage.

Mayor Pro Tem Lomen talked about there being no point in restricting delivery. He requested to strike the cannabis employee background check and inquired about security for all three parts of the business or just the retail side.

Councilmember Burruss requested to revisit the security requirements.

Councilmember Douglass requested a pilot program of whether or not the City caps the number of licenses.

Mr. Tankard mentioned this being in the ordinance to allow by resolution to provide a cap.

City Manager Heathcock requested to revisit the adult use topic another day.

Discussion between Mayor Pro Tem Lomen, Council Members Burruss and Fatula about Colfax wanting or rejecting adult use cannabis. Councilmember Burruss suggested a poll to confirm.

Discussion between all parties about allowing adult use, polling for or against adult use allowance, and what would be done with the results of taking a poll, example provided as poll in favor of adult use, would Council allow it.

City Manager Heathcock requested to table adult use and the number of licenses to be issued.

Mayor Mendoza requested data from illegal standpoint from Placer County Sheriff Office and to finalize the zoning restrictions.

Discussion between all parties about black-market product.

Discussion between Council Members Burruss and Douglass, and Mr. Stockwin about zoning opinions.

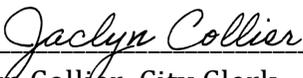
Mr. Stockwin inquired to Council who has toured different cannabis facility types. Councilmember Burruss, Mayor Pro Tem Lomen, and Mayor Mendoza raised their hands that they've toured different cannabis facilities.

City Manager Heathcock and Mr. Tankard requested confirmation of topics for the next workshop – Buffer zone, number of activities, and adult use were all confirmed for the next workshop on March 25th, 2020.

4 ADJOURNMENT

Mayor Mendoza adjourned the meeting, without objection at 2:56PM.

Respectfully submitted to City Council this 11th day of March, 2020.



Jaclyn Collier, City Clerk



Staff Report to City Council

FOR THE MARCH 11, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Sewer Collection System and Wastewater Treatment Plant Improvement Planning Grant – Nor-Cal Pipelines Services CCTV Contract

Budget Impact Overview:

N/A:	Funded: ✓	Un-funded:	Amount: \$42,400	Fund(s): 561 (Reimbursed by Grant)
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RECOMMENDED ACTION: Authorize the City Manager to enter into a closed-circuit TV inspection contract with Nor-Cal Pipeline in the amount of \$38,545; and, authorize 10% contingency expenditure up to \$42,400.

Summary/Background

City Council authorized and the City subsequently received a \$500,000 planning grant for the “Sewer Collection System and Wastewater Treatment Plant Improvements” project from the State Water Resource Control Board (Water Board). Staff initially allocated \$30,000 of the grant for inspection of various sewer mains and manholes to support studies and design of a sewer collection system rehabilitation project. The rehabilitation project is one of three projects that are part of the planning grant. The other two projects include a solar system installation and an algae control system to be installed at the wastewater treatment plant.

On January 7th staff advertised for proposals to clean and inspect approximately 6,500 feet of sewer mains and 21 manholes. The engineer’s cost estimate for the work was \$36,700. A single attached proposal was received from Nor-Cal Pipeline Services (Nor-Cal) totaling \$38,545. The City has contracted with Nor-Cal in the past and they have provided quality service. Nor-Cal’s proposal was responsive and they are a responsible contractor qualified to do the work.

The work requires the contractor access sewer manholes, clean sewer mains selected by City staff and video inspect them during or after cleaning. It also requires the contractor to inspect various manholes around the City, also selected by staff.

Along with award of a contract to Nor-Cal, staff recommends that Council authorize expenditures up to \$42,400, which includes a 10% contingency.

Fiscal Impacts

The contract will be funded through Fund 561 and reimbursed from the Regional Board Planning Grant.

Attachments:

1. Resolution __-2020
2. Agreement

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZE THE CITY MANAGER TO ENTER INTO A CLOSED-CIRCUIT TV INSPECTION CONTRACT WITH NOR-CAL PIPELINE IN THE AMOUNT OF \$38,545; AND, AUTHORIZE 10% CONTINGENCY EXPENDITURE UP TO \$42,400

WHEREAS, Council authorized and the City subsequently received a \$500,000 planning grant for the “Sewer Collection System and Wastewater Treatment Plant Improvements” project from the State Water Resource Control Board (Water Board); and

WHEREAS, on January 7th staff advertised for proposals to clean and inspect approximately 6,500 feet of sewer mains and 21 manholes; and

WHEREAS, a single attached proposal was received from Nor-Cal Pipeline Services (Nor-Cal) totaling \$38,545; and

WHEREAS, Nor-Cal’s proposal was responsive and they are a responsible contractor qualified to do the work.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into a closed-circuit TV inspection contract with Nor-Cal Pipeline in the amount of \$38,545; and, authorize 10% contingency expenditure up to \$42,400.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th of March 2020 by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **12th day of March, 2020** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **Nor-Cal Pipeline Services** (“Contractor”).

RECITALS

- A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.
- B. Contractor 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 Contractor agree as follows:

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

Attachment 2

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

Attachment 2

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

Attachment 2

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

Section 7. Subcontracts.

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

Section 8. Assignment.

Attachment 2

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Attachment 2

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

Attachment 2

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall

Attachment 2

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

CONTRACTOR

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

The contractor will perform cleaning, television inspection, and recording, by means of a closed circuit color television camera, of approximately 6,500 linear feet of sewer gravity mains throughout the City of Colfax. The pipe sizes will range from 4” to 15”.

CCTV Unit Price (s) is the price the Contactor will charge the City of Colfax for the below identified line items in accordance with the Scope of Services.

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Clean & CCTV 4" Main	LF	300	\$ 5.00	\$ 1,500.00
2	Clean & CCTV 6" – 8" Main	LF	4,100	\$ 4.40	\$ 18,040.00
3	Clean & CCTV 10" Main and Larger	LF	2,100	\$ 7.45	\$ 15,645.00
4	Manhole Inspections	EA	21	\$ 160.00	\$ 3,360.00

Hourly Rate: \$ 725.00 per hour for pipe cleaning/CCTV/Inspection Crew

The agreement is for a one-year (1) from the effective date of the agreement.



Staff Report to City Council

FOR THE MARCH 11, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Amy Feagans, City Planner
Subject: General Plan and Housing Element Update - PlaceWorks Consulting Group Contract

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$207,087	Fund(s): 450 – Planning
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RECOMMENDED ACTION: Discuss and consider authorizing the City Manager to enter into an agreement with PlaceWorks Consulting Group for the preparation of the General Plan and the Housing Element update in an amount not to exceed \$207,087.

Summary/Background

A city’s General Plan is considered to be the “blueprint for development” of the community. Colfax last adopted a General Plan in 1998. And while there is no legal requirement to update the document (with the exception of the housing element); general plans are typically written with a 20 year forecast. The City’s current General Plan is in need of an update to comply with new state law and also to be a more useful tool for future growth and development. The last update of the Housing Element was approved and accepted by California Department of Housing and Community Development (HCD) in 2014. Jurisdictions in the SACOG region must adopt the next cycle of housing elements by August 2021.

Initially, staff considered just updating the Housing Element given that it is the document that has mandated requirements. But during talks with the consultant, it became apparent that the City of Colfax has a unique opportunity to update the entire General Plan without a significant amount of additional effort. Also, given the implied restrictions on the main funding source (SB 2 grant monies), it is necessary to show what the City is doing (with these funds) to increase affordable/homeless housing in the community beyond preparing the new housing element. PlaceWorks Consulting has significant experience in zoning ordinances, general plans and housing element preparation. It is important to recognize that there is a significant savings as well as some economies of scale with PlaceWorks, as they will be doing other housing elements in the Placer County area and will be able to utilize savings in data collection and other regional aspects of the plans, particularly for the housing element which is very data-heavy.

The Colfax General Plan is in need of a technical review and update to reflect changes in state law since the last update, and the vision is to review and update the document, but not prepare a wholesale re-write of the existing plan. As stated in the proposal, key objectives of this work include:

- Update General Plan to meet state law requirements

- Provide a robust site inventory to support Land Use and Housing Elements
- Update Land Use and Housing Elements
- Update the Zoning Code to reflect the land uses changes
- Prepare the CEQA document

Planning staff will be working directly with the consultants and providing much of the zoning code work, helping with the local effort and public participation, and with some of the data collection.

SB2 funds are to be focused on opportunities and programs that will increase the production of housing including:

- Targeted General Plan Updates
- Community Plans and Specific Plans
- Zoning Updates and By-Right Zoning for Housing
- Objective Design Standards
- Accessory Dwelling Unit Regulations
- Streamlined Environmental Analyses
- Process Updates to Improve and Expedite Local Permitting

Staff is proposing to hire an outside consulting firm with expertise in preparing both general plans and housing elements. The firm PlaceWorks has been selected to work with City staff on an update of both the Housing Element and the General Plan, and also prepare the necessary environmental analysis in accordance with CEQA requirements.

Environmental Analysis

In lieu of preparing a full environmental impact report for the General Plan Update, CEQA Guidelines section 15166 allow the EIR to be a chapter in the General Plan. This approach streamlines the final product saving both time and money for the City. The PlaceWorks team will prepare the majority of the technical analysis needed to support the EIR (traffic may have to be a separate analysis) and will summarize the policies of the General Plan as mitigation measures where appropriate.

Fiscal Impacts

The majority of funding for this project will come from monies awarded through the SB 2 grant in Fund 450. Staff applied for and received a non-competitive SB 2 grant for \$160,000. These grant monies will fund the majority of the project. Staff is also looking at other non-competitive grant opportunities to receive an additional \$65,000 in funding.

Attachments

1. Resolution __-2020
2. Agreement

City of Colfax

City Council

Resolution No. __-2020

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PLACEWORKS CONSULTING GROUP FOR THE PREPARATION OF THE GENERAL PLAN AND THE HOUSING ELEMENT UPDATE IN AN AMOUNT NOT TO EXCEED \$207,837

WHEREAS, the City’s current General Plan was adopted in 1998 and is in need of a technical review and update; and

WHEREAS, the City is required by state law to update its housing element by August 2021; and

WHEREAS, the City has received a proposal from the PlaceWorks consulting firm to prepare the General Plan update, the Housing Element update and the associated environmental documentation; and

WHEREAS, the PlaceWorks consulting firm is uniquely qualified to complete the work as proposed given their expertise in General Plans, Housing Elements and environmental work;

WHEREAS, the City received a grant from the State of California Housing and Community Development in the amount of \$160,000 to substantially fund the General Plan Update; and

WHEREAS, staff is also looking at other non-competitive grant opportunities to receive an additional \$65,000 in funding.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with the PlaceWorks Consulting Group for the preparation of the General Plan and the Housing Element update in an amount not to exceed \$207,087.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th of March, 2020 by the following vote of the Council:

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

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

Attachment 2**AGREEMENT FOR CONTRACT SERVICES**

THIS AGREEMENT is made and entered into on this **12th day of March, 2020** by and between the City of Colfax, a municipal corporation of the State of California (“City”) and **PlaceWorks** (“Contractor”).

RECITALS

- A. The City desires to retain Contractor to provide the Services set forth in detail in Exhibit A hereto (the “Services”) subject to the terms and conditions of this Agreement.
- B. Contractor 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 Contractor agree as follows:

Section 1. Services.

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

Section 2. Time of Completion.

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

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Contractor shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least (i) the date of performance of each of the Services, (ii) identification of the person who performed the Services, (iii) a detailed description of the Services performed on each date, (iv) the hourly rate at which the Services on each date are charged, (v) an itemization of all costs incurred and (vi) the total charges for the Services for the month invoiced. As long as the Contractor performs the Services to the satisfaction of the City, the City shall pay the Contractor an all inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change

Attachment 2

order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City's staff.

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

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

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

Attachment 2

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

Attachment 2

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

Section 7. Subcontracts.

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

Section 8. Assignment.

Attachment 2

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Attachment 2**Section 13. Independent Contractor.**

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

Attachment 2

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.
- B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.
- C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall

Attachment 2

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

CONTRACTOR

Signature_____

Signature_____

Printed Name_____

Printed Name_____

Title_____

Title_____

Date_____

Date_____

APPROVED AS TO FORM:

City Attorney

Exhibit A

February 14, 2020

Amy Feagans, Planning Director
City of Colfax
33 South Main Street
Colfax, CA 95713

Re: Proposal to Prepare the City of Colfax General Plan Update

Dear Amy:

Thanks for all your help in setting this scope. We understand that the City will be using SB-2 funds for at least a part of the update of the General Plan. Subsequent Local Early Action Planning (LEAP) Grant funds may round out the effort. Based on our conversations we've provided a complete update scope with a tightly focused PEIR. We will also create a Geographic Information System (GIS) that will hold the land use and zoning layers, as well as other information useful to the General Plan and PEIR.

Once you've had an opportunity to review the scope and assumptions, we should talk about how best to phase the project to match the funding. In short, please consider this a draft and we can talk about how best to form the final proposal and budget.

We're eager to get started.

Sincerely,
PLACEWORKS

A handwritten signature in blue ink, appearing to read "Mark Teague".

Mark Teague, AICP
Associate Principal

Exhibit A

WORK SCOPE

PROJECT UNDERSTANDING

The City’s General Plan needs a technical review and update to reflect changes in state laws that since the Plan was adopted in 1998. The work effort is not a wholesale re-write of the General Plan, but rather a review of the current goals, policies, and programs, and a change in format intended to streamline the document, make it more accessible to the residents, and easier for the City to implement. Key objectives of this work include:

- Update General Plan to meet address in state law
- Provide a robust site inventory to support the Land Use and Housing Elements
- Update Land Use Element and Housing Elements
- Update the Zoning Code to reflect the Land Use changes
- Prepare a CEQA document

We recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project. A summary of the work program is presented in Table 1.

TABLE 1 WORK PROGRAM SUMMARY	
Task 1: Start-Up, Administration, & Collaboration	
1.1 Project Kickoff Meeting	1.4 Community Educational & Informational Meeting
1.2 Review of Existing General Plan	1.5 Administration & Communication
1.3 Geographic Information System (GIS)	
Task 2: General Plan Update	
2.1 Administrative Draft General Plan	
Public Draft General Plan	
Task 3: Public Draft General Plan	
3.1 Public Draft Document	3.3 Community Educational and Informational Meeting
3.2 Review of Zoning and Development Standards	
Task 4: Environmental Analysis & Adoption	
EIR as Part of General Plan	4.3 Technical Studies
4.1 Notice of Preparation	4.4 Public Draft PEIR
4.2 Admin. Draft PEIR Chapter in General Plan	4.5 Response to Comments
Task 5: Adoption Hearings and Final General Plan	
5.1 Final General Plan	5.2 Adoption Hearings

Exhibit A***Task 1. Start Up, Administration, and Collaboration***

In this task, the PlaceWorks team will work with the City of Colfax staff to initiate the project and gain a thorough understanding of the key issues for the update. We will discuss document format, existing resources, staffing and team assignments, and administrative procedures.

1.1 Project Kickoff Meeting

Mark Teague, AICP, Principal-in-Charge, Jennifer Gastelum, and Miles Barker, from PlaceWorks, will meet with City staff to discuss the various project elements and the budgets and timetables for their completion. A key focus will be integrating distinct project needs, which include: the assimilation of previous planning work within Colfax; a focus on adherence to State policies and programs; and a respect for the community's vision for Colfax's future. While the format of the new document will differ from the current General Plan, we will approach the update with a desire to update rather than rewrite the General Plan. During this meeting, we will review the project work program, schedule, products, meetings, and general goals and objectives, and will assign specific project tasks and set key milestones.

This meeting will also be used to discuss a format for the updated General Plan. The intent is for the new plan to be more concise, and easier to implement than the narrative-based plan that was popular in the 1990's. The new plan will likely be a fraction of the size, yet contain the goals, policies, and objectives needed by the City to support development review.

1.2 Review of Existing General Plan

PlaceWorks will meet with staff to discuss the status of policy implementation and review issues that staff believes should be addressed as part of the update. We'll discuss ideas with staff on potential policy changes and discuss methods of addressing State requirements with a City of Colfax focus.

1.3 Geographic Information System

We understand that the City doesn't have an up to date geographic information system (GIS). Our scope includes creation of a basic GIS shapefile that will have General Plan and Zone District layers matching the existing maps. Additional layers will be added when data becomes available and as needed to support the update and EIR.

1.4 Community Education and Information Meeting

PlaceWorks will facilitate a work session with staff, decision-makers, and/or members of the public to introduce the project, explain the scope of the project, and solicit feedback from participants regarding important issues that the City should consider. Key to this meeting will be explaining that the project is not a complete rewrite of the Plan, but rather a very focused update of policies to keep the Plan current. In most instances, the existing policies are likely fine and need no change, others may only need a slight adjustment, and of course there may be new information or polices needed to comply with State law.

We expect that a thorough review of the plan will raise some issues that apply to this update, and other issues that the City may want to table until a later date. PlaceWorks will document all the input and provide a brief summary of issues to staff following the meeting. PlaceWorks will also provide a PowerPoint, staff report, agenda, and draft notice for the meeting.

Exhibit A

1.5 Administration and Communication

PlaceWorks will provide ongoing project management, including regular progress reports to staff, regular check-in calls with staff, and budget and schedule reviews as needed to ensure that the project remains on schedule and within budget.

City Participation: This scope of work includes tasks that the City can facilitate that will both reduce costs and improve efficiency of the process. In addition to the review of materials, for Phase 1, the following assistance is assumed as part of our scope:

- A. City will provide an editable electronic copy of the General Plan and mapping layers.
- B. City will provide the venue for the public meetings.
- C. City will post and/or publish the notice of the informational workshop. (notice drafted by PlaceWorks)

Deliverables:

- A. Preliminary recommendations on policy areas in need of update
- B. Public notice for informational workshop
- C. Agenda, staff report, and PowerPoint for informational workshop

Timing: Phase 1 will be completed within 100 days of authorization to proceed. The informational public meeting will occur during the first 90 days.

Task 2. General Plan Update

Based on the results of our review of the existing General Plan, discussions with staff, and input from the public, the PlaceWorks team will begin drafting text needed to comply with the current State requirements.

2.1. Administrative Draft General Plan

Colfax's General Plan was prepared in 1998, new State laws continue to change how comprehensive plans are designed. As of 2019, SB 1000 requires that environmental justice goals, policies, and programs be woven into general plan updates. This includes topics such as safe and sanitary housing, public facilities and services, active living, access to food, and reduction in pollution exposure. Natural disasters, be it flooding or wildfire, that have affected the state are also changing the way communities incorporate measures to improve their resiliency. SB 379 now requires that climate change and resiliency be included within general plans. To address these and other related topics within the General Plan, we propose undertaking an "in-all-policies" approach to weaving the topics of sustainability, health, climate change and resiliency, and environmental justice into Colfax's General Plan Update. Our intent is to include these topics into one or more of the relevant elements (e.g., land use, circulation, and public safety) rather than create stand-alone policies. A summary table of policies linked to issues will be part of the implementation portion of the draft General Plan.

This task will result in the preparation of the administrative draft text following each of the existing elements of the General Plan. While the State law changes affect some of the elements, PlaceWorks will review all General Plan policies to ensure consistency, and to provide a complete document for review of changes in context. The focus of our review will be compliance with State requirements and changes requested through the update process and approved by staff for inclusion. PlaceWorks will also review the City's implementation tools to highlight any changes that might be needed as a result of the recommended Plan changes. The following provides an overview of our focus areas:

Exhibit A

GENERAL PLAN SECTION	FOCUS AREAS
1.0 Introduction	<ul style="list-style-type: none"> ▪ Update of planning horizon
2.0 Land Use	<ul style="list-style-type: none"> ▪ Discussion of infill practices ▪ Update of land use map to show previous amendments ▪ Integration of previously approved General Plan Amendments ▪ SB 244 disadvantaged unincorporated communities analysis and policy changes ▪ SB 1000 environmental justice analysis and policy changes
3.0 Circulation	<ul style="list-style-type: none"> ▪ New complete streets policies (see additional discussion of Circulation Element audit below) ▪ Recommended adjustments (if any) to roadway designs
4.0 Noise	<ul style="list-style-type: none"> ▪ Revision to differentiate between developed and rural levels
5.0 Community Design	<ul style="list-style-type: none"> ▪ Review and discussion to ensure policies are still relevant
6.0 Housing	<ul style="list-style-type: none"> ▪ 6th Cycle Housing Element
7.0 Natural Environment	<ul style="list-style-type: none"> ▪ Review within context of safety element, fuel breaks, wildfire, forestry
8.0 Safety	<ul style="list-style-type: none"> ▪ Environmental justice analysis and policy changes ▪ SB 379 climate change adaptation analysis and policy changes (see additional discussion of SB 379 below) ▪ SB 1241 fire hazards review and policy changes
9.0 Economic Development	<ul style="list-style-type: none"> ▪ Review of policies
10.0 Program EIR	<ul style="list-style-type: none"> ▪ Program EIR Section of General Plan Consistent with CEQA Guidelines §15166
11.0 References & Sources	<ul style="list-style-type: none"> ▪ Updated to reflect revisions
12.0 Appendices	<ul style="list-style-type: none"> ▪ Updated to reflect revisions ▪ Include PEIR technical and procedural information

The PlaceWorks team will provide the administrative draft of our recommended changes in track change mode within the text of the current General Plan. We will be precise in our recommendations and efficient in changes. Any explanatory text will be in the form of comments, or an accompanying memorandum. All submittals will be in Word format, with any figures provided in PDF. We will also provide any associated background data in its raw format (e.g., GIS layers, spreadsheets). Each section of the General Plan will be provided as a separate file.

1.0 Introduction

This section of the General Plan will provide an overview of the vision for the City of Colfax and explain how to use the General Plan.

2.0 Land Use Element

This Element will follow the requirements of state law (GOVT § 65302(a)) by establishing density and intensity of development, provide a diagram of where land uses (residential, commercial, industrial, public, private, timber, open space, etc.) will be allowed within the General Plan, and areas subject to flooding.

3.0 Circulation Element

PlaceWorks will review previously prepared traffic studies in the City and will provide for updating the Circulation Element to conform to State legislation adopted in recent years (GOVT § 65302(b)) concerning complete streets and vehicle miles traveled (VMT). The Circulation Element audit will focus on including the following:

Exhibit A

- **Complete Streets:** The Complete Streets Act requires that jurisdictions update the circulation element of their general plans in order to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways.
- **Vehicle Miles Traveled (VMT)/CEQA Thresholds:** PlaceWorks is very familiar with the emerging and evolving requirements of SB 743. We will work with the Placer County RTP information on VMT, and the OPR guidance to develop a threshold. Projects below the threshold will be considered local-serving and exempt from the need to prepare a separate traffic impact analysis, projects above the threshold will be required to complete a TIA. The shift from LOS to VMT as a performance metric is intrinsically intertwined with regional policies, including the establishment of significance thresholds and baselines. We have included the traffic firm Iteris as an advisor who will review and augment the VMT memorandum.
- **Circulation Map & Typical Road Section Recommendations:** PlaceWorks will include the City’s street classifications, bikeway, and pedestrian connectivity. In addition, the inclusion of complete streets components may include potential changes to typical road sections. This scope does not include changes to the roadway network.

4.0 Noise Element

The Noise Element will reflect the existing noise standards in the City and rely upon existing noise information, trips projected for the I-80 corridor and rail. The element will characterize the existing noise environment within the City through a short-term noise monitoring program. Short-term (15-minute) noise monitoring will be conducted at up to 4 locations throughout the City to characterize major sources of noise and noise levels in noise-sensitive areas. The location of noise monitoring sites will be closely coordinated with the City. As a mountain community, stationary sources in the City are minimal and are primarily associated with residential uses (e.g., landscaping, HVAC systems, etc.), commercial uses, and schools. The element will have contours and information meeting the needs of GOVT § 65302(f).

5.0 Community Design

We will update this element with a summary of design concepts consistent with the current General Plan and include photographs to further illustrate the expectations of the City. Design objectives for both mixed use and multiple family dwellings will be integrated to allow a later consideration of objective design standards.

6.0 Housing Element

We will work closely with the City staff to determine the status, effectiveness, and appropriateness of the 2014–2019 Housing Element programs. We will gather and document all available information regarding specific accomplishments. In addition to reviewing the Housing Plan chapter of the 2014–2019 Housing Element for results achieved, we will evaluate the programs for compliance with state housing laws and will identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

We will update the needs analysis pursuant to Government Code Section 65583 with data from HCD’s pre-approved 6th cycle data package, (which is not subject to further review by HCD), 2010 U.S. Census, American Community Survey, and other relevant sources. PlaceWorks will coordinate with staff to develop a current housing inventory and to evaluate housing conditions using state approved criteria. The updated needs analysis will include the following:

- **Population and Demographics:** Population trends and projections, race and ethnicity, and population age.
- **Household Characteristics:** Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- **Employment and Income:** Employment by industry, occupation of employed residents, and income trends.
- **Housing Stock Characteristics:** Housing types and conditions, overcrowded households, and vacancy rates.

Exhibit A

- Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- Opportunities for Energy Conservation: Pursuant to Senate Bill (SB) 375 and Assembly Bill (AB) 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Using the current sites inventory as a starting point, we will work with the City to determine viable sites based on new State Law requirements, requiring additional analysis for sites smaller than one-half acre, larger than 10 acres, and for underutilized sites. We will also identify sites included in the past two housing element cycles that per AB 1397 are now required to allow affordable housing by-right in order to continue to count these sites in the inventory including sites that are below the default density of 20 units an acre to identify enough sites to meet the 97 unit Regional Housing Needs Allocation (RHNA).

The Housing Element will update financial, physical, and programmatic resources available for affordable housing programs, including local, state funding programs, and private sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

The Housing Element will also include an analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to Government Code Section 65583(a)(4, 5)). Potential constraints to be reviewed include land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

We will work closely with the community to develop a Housing Implementation Program. This will involve updating goals, policies, programs, and quantified objectives (pursuant to Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing Housing Element
- Development controls and regulatory incentives
- Working to provide housing opportunities for all city residents, including the elderly, veterans, those with disabilities, the homeless, and other special needs groups.
- Fair housing programs
- Sources of affordable housing funding
- Preserving and improving existing affordable housing
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair share allocation
- Mitigating any governmental constraints to providing and improving housing

Exhibit A

Focused and meaningful community engagement is an important part of the Housing Element Update process and we will integrate the housing policies and land inventory discussion into the outreach that is included in the overall project.

Prepare and Finalize Housing Element

Unique to the process, the Housing Element must be reviewed and accepted by the City and certified by the California Housing and Community Development Department (HCD). We will provide an administrative draft for City review, then submit the document to HCD for a 60-day review. Following both internal and HCD comments (we will respond to one set of HCD comments) we will prepare a public draft for consideration by the Commission and City Council.

7.0 Natural Environment

This element will meet the requirements of both Conservation (GOVT § 65302(d)) and Open Space (GOVT § 65302(e)). Topics will include identification and protection of mineral resources, agricultural and timber lands, parks, recreation, habitats, groundwater recharge, and floodways. The element will rely upon the existing element and will be updated only as needed to meet the regulatory environments. No new parks or resource areas will be included.

8.0 Safety

The Safety Element (GOVT § 65302(g)) will reflect the climate vulnerability analysis and resulting adaptation strategies that PlaceWorks prepared for Placer County. Many of the policies and programs will be applicable to Colfax and can be adopted to meet the General Plan requirements. The element will include the potential for regional and local flooding as well as wildfire hazards.

9.0 Economic Development

The economic development element is an optional element of the General Plan and usually contains a summary of policies designed to encourage investment in the City. As part of the review it may be prudent to incorporate another method of identifying these policies and have them included in the Land Use Element rather than as a stand alone document. If the element is to remain stand alone, it will be based on the other policies of the General Plan.

10. Program Environmental Impact Report

This chapter will include the summary information from the environmental analysis and a cross reference of topical issues addressed in the General Plan as required by the California Environmental Quality Act Guidelines (CEQA) Section 15166. The technical studies completed as part of the General Plan Update, and environmental analysis will be included as technical appendices to the General Plan. See Task 4. Environmental Analysis of this scope.

Task 3 Public Draft General Plan

3.1. Public Draft Document

Based on City staff comments, PlaceWorks will prepare a Public Review Draft of the document for review and to use for the informational meeting (described in Task 2.4). The administrative draft document will be accompanied by a summary memorandum showing a link to the existing General Plan components that were either brought through to the new Plan or reworded for ease of implementation. This will not be a track change effort but will provide summary rationale for the purpose of the change(s) by General Plan Element.

Exhibit A

PlaceWorks will provide a screen check version in PDF for review prior to City suitable for posting on the website well before the informational meeting in Task 2.4. If directed by the City, our recommendations on changes to the Municipal Code and development standards can also be provided for posting.

3.2. Review of Zoning and Development Standards

PlaceWorks will evaluate the wording of the Municipal Code, development standards, and any standard mitigation measures/conditions of approval that would be affected by changes to the General Plan. PlaceWorks will provide a brief memorandum that outlines the process of review and makes recommendations on possible changes.

3.3. Community Educational and Informational Meeting

PlaceWorks will facilitate a second work session with staff, decision-makers, and/or members of the public to present the draft General Plan changes. We will solicit feedback on the Draft Targeted General Plan Update for consideration by staff and the City Council.

City Participation: In addition to the review of materials, the following assistance is assumed as part of our scope:

- A. City will provide the venue for the public meeting.
- B. City will provide copies of handouts for meeting participants. (handout design provided by PlaceWorks)
- C. City will post and/or publish the notice of the informational workshop. (notice provided by PlaceWorks)

Deliverables:

- A. Administrative Draft Targeted General Plan Update
- B. Public Review Draft Targeted General Plan Update
- C. Memorandum on Municipal Code or standards changes
- D. Public notice for second informational workshop
- E. Agenda, staff report, and PowerPoint for informational workshop

Timing: Phase 2 tasks will be completed within 90 days of the completion of Phase 1. The informational public meeting can occur during the first 60 days from the completion of Phase 1.

Task 4 Environmental Analysis and Adoption

EIR as Part of the General Plan

While the focus of the project will be to update the General Plan and ensure compliance with new regulations, there will be changes and the City would benefit from completing an environmental impact report (EIR). Rather than a stand-alone EIR, the CEQA Guidelines Section 15166 allow the EIR to be a chapter in the General Plan. This approach streamlines the final product saving both time and money for the City. Instead of including the General Plan as an appendix to the draft EIR, this process would circulate the General Plan for 45-days as we would an EIR. The bulky chapters of a conventional EIR (i.e. physical and regulatory setting) would be appendices to the General Plan so the final product would be a short environmental chapter showing where the relevant CEQA issues are addressed.

The PlaceWorks team will provide the substantial evidence and reasoned analysis needed to support the EIR. Our scope does not include a traffic study as only minimal land use changes are anticipated, and roadway/intersection LOS is no longer a method of addressing environmental impacts. Task 2.1 includes preparation of a VMT threshold memorandum that will be used in the EIR. It is likely that the City will be unable to meet the state target for reduction of VMT therefore an override may be necessary.

Exhibit A

To the maximum extent possible we will use existing published data to complete the analysis in the EIR. Policies that also serve as mitigation measures will be identified with a graphic icon. The adoption documentation, findings and resolution, will summarize the policies for later use by the City in evaluating projects. All impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft will be provided for review. The final draft of the EIR will be used to support the CEQA determination during the hearing(s) for the proposed project.

4.1. Notice of Preparation

PlaceWorks will prepare a notice of preparation (NOP) and distribute the document to the State Clearinghouse and to a city-provided list of local and state agencies. The NOP comments will be listed in a table and provided as a technical appendix to the General Plan. During the requisite 30-day comment period for the NOP, PlaceWorks will conduct a scoping meeting at the City to explain the project, the intent of the environmental document, and to see if there are specific issues that should be addressed in the environmental analysis.

4.2. Administrative Draft PEIR Chapter of General Plan

Chapter 10 of the General Plan Update will include the summary information required by CEQA, references to technical studies, and a table showing where the environmental issues required by CEQA are addressed in the General Plan. The often lengthy EIR chapters, environmental and regulatory setting, will be included as technical appendices to the General Plan and referenced in the analysis. The executive summary chapter will serve as a transmittal memorandum for the environmental analysis helping to inform the reader of the design of the General Plan and aid in review. Once the public comment period is concluded, the executive summary chapter will serve as a mitigation summary for implementation of the General Plan. PlaceWorks will submit the document to the City for review and will meet with the City to discuss changes and edits. We assume one round of review.

4.3. Technical Studies

To the maximum extent possible this work effort will use existing local and regional studies to evaluate the environmental impact of the general plan. As a primary goal of the General Plan Update is to refresh rather than re-invent the policy document, we do not anticipate new significant environmental impacts. In support of the update PlaceWorks will prepare the following technical analysis:

a. Vehicle Miles Travelled Memorandum

By July 2020, the City needs to transition from a Level of Service (LOS) to a Vehicle Miles Travelled (VMT) threshold of significance. Typically, this takes a major transportation analysis to adopt. For a small rural city there is little that can be done to reduce VMT to meet the state goals of 15% reduction as transit is not available at the level needed to make meaningful reductions in personal vehicle use. Fortunately, the State Office of Planning and Research (OPR) has provided guidance on projects most likely to be exempt from needing VMT analysis and this technical memorandum will rely on the OPR guidance as well as other regional studies to establish a threshold. Projects below the threshold will not be required to prepare a VMT analysis, while those above may need to conduct additional studies. While this will take the place of a traffic study for buildout of the General Plan, it does not necessarily preclude requiring project-level traffic analysis as a matter of policy. This discussion will be referenced in Chapter 3 Circulation Element, of the General Plan update.

Exhibit A**b. Air Quality/Greenhouse Gas**

ECORP will conduct an emissions-related analysis of the potential future growth allowed under the proposed General Plan Update beyond current conditions. Emissions associated with the proposed General Plan Update will be predominately quantified using the California Emissions Estimator Model (CalEEMod). The predominate source of emissions is expected to be automobile traffic and the quantification of mobile-source emissions will be derived from the type of information identified in the transportation analysis (vehicles miles traveled, average daily trips, average trip length, etc.). The analysis of the estimated emissions will be based on the Placer County Air Pollution Control District (PCAPCD)-recommended methodologies and thresholds of significance, including those documented in the 2017 CEQA Handbook.

The proposed General Plan Land Use Map could potentially cite sensitive receptors adjacent to a source of Toxic Air Contaminants (TACs) resulting in significant impacts to air quality and human health. Applicable rules and regulations that would reduce public exposure to TACs, such as proposed General Plan policy provisions, PCAPCD rules and regulations and/or the development of appropriate overlays to avoid exposure of sensitive receptors to adverse levels of TACs will be discussed.

ECORP's emissions-related analysis will document existing conditions, current regulations affecting City actions, and potential growth allowed beyond existing conditions with regard to air quality resources and GHG emissions. A draft version of the technical report will be provided for review and comment. After receiving one round of complete and compiled comments, ECORP will prepare a final version of the report.

c. Noise

Government Code Section 65302(f) does require noise elements to show the noise contours for all of the identified sources. The Noise Element must examine noise sources in the City in order to identify and assess the potential for noise conflicts and problems, and to identify ways to reduce existing and potential noise impacts. ECORP's state-of-the-art technology and noise modeling software will ensure all major noise sources affecting the City are accurately characterized.

Baseline noise measurements throughout key areas of the City will be calculated with a Larson Davis SoundExpert LxT precision sound level meter, which satisfies the American National Standards Institute (ANSI) guidelines for general environmental noise measurement instrumentation. This baseline noise survey will consist of a combination of both long-term (24-Hour) measurements and short-term (30 minute) measurements conducted throughout the City. Vehicle noise associated with the City's busiest roadways will be modeled using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108), while key stationary and industrial sources of noise will be modeled with the SoundPLAN 3D noise model, which predicts noise levels based on the location, noise level, and frequency spectra of the noise sources as well as the geometry and reflective properties of the local terrain, buildings and barriers.

The noise analysis will then address noise that affects the larger community, rather than noise associated with site-specific conditions. Existing and future noise from mobile and stationary sources will be considered, as well as the compatibility of land uses and sensitive receptors. The analysis will identify projected noise levels affecting the City and identify the proposed goals and policies under the General Plan that assist to maintain noise levels that are compatible with various types of land uses, as well as prevent high noise levels in sensitive areas.

Assumptions/Deliverables: The calculation of traffic noise will be based on the best available traffic count data. Stationary noise will be derived from published data and ECORP's noise research library.

Exhibit A

4.4. Public Draft PEIR

PlaceWorks will make the changes from Task 4.3 and prepare a public draft General Plan for public circulation. Using the NOP mailing list from Task 4.2, PlaceWorks will distribute the Summary Chapter of the environmental analysis and the entire General Plan with Technical Appendices in electronic format.

4.5. Response to Comments

PlaceWorks will respond to comments made on the PEIR and provide both the comments and there responses as part of the materials for consideration of the City as part of the adoption. The responses will differentiate between the General Plan policies and the Environmental Analysis. All comments will be provided with a reasoned response. We do not anticipate significant comments as part of this update effort and have budgeted 40 hours to address the comments.

Task 5 Adoption Hearings and Final General Plan

5.1. Final General Plan

Once the General Plan Update is adopted, PlaceWorks will create a Final General Plan for distribution and archiving. As part of this task, PlaceWorks will incorporate any changes to the Public Review Draft directed by the City Council during the adoption hearings and remove all tracked changes.

5.2. Adoption Hearings

PlaceWorks will present the Public Review Draft General Plan and EIR to the City Council for consideration. PlaceWorks will attend up to two adoption hearings before the Council.

City Participation: In addition to the review of materials, for Phase 3, the following assistance is assumed as part of our scope:

- A. City will provide the venue for the public meetings.
- B. City will provide copies of handouts for meeting participants. (handout design provided by PlaceWorks)
- C. City will post and/or publish the notice of the adoption hearings. (notice provided by PlaceWorks)
- D. City will post information on the City's website as appropriate. (provided by PlaceWorks)

Deliverables:

- A. Administrative Draft EIR as chapter in General Plan with supporting materials
- B. Public Review Draft EIR as chapter in General Plan with supporting materials
- C. Staff report assistance, including resolution wording for CEQA consideration
- D. Public notice for adoption hearings
- E. Staff report and PowerPoint for adoption hearings

Timing: Phase 3 tasks will be completed within 30 days of the completion of Phase 2.

Exhibit A**ASSUMPTIONS**

This scope of work and cost estimate assumes that:

- The update to the General Plan is focused on State-mandated changes and does not include significant changes to the land use map. PlaceWorks will include changes to the map that have been approved by the City prior to the proposed project, as well as those considered necessary to meet RHNA.
- Changes to the Circulation Element are limited to complete street provisions.
- No traffic modeling will be completed.
- Our cost estimate includes the meetings described in the Scope. Additional meetings would be billed on a time-and-materials basis. Each project meeting will last up to two hours.
- All administrative draft materials will be provided electronically, and all edits to the General Plan will be shown in track changes/comment.
- City Planning staff will act as a clearinghouse for comments on all administrative draft documents, and will provide PlaceWorks with a single, internally reconciled set of comments on each administrative draft in electronic format.
- There will be a single round of intensive review and revision to each administrative draft product prior to the screen check draft. If City staff feels that a second administrative draft is needed, a contract amendment allowing additional work will be necessary.
- Revisions to screen check drafts will focus on typographical errors, formatting and other minor edits. Such revisions will not include content changes.
- PlaceWorks will provide the following documents in hard copy; all other documents will be provided in electronic format. If the City desires additional printed hard copies, printing costs will be billed at PlaceWorks' actual cost.

Project schedule: 3 copies

Public Review Draft General Plan Update: 3 copies (including one reproducible copy)

Final General Plan: 3 copies (including one reproducible copy)

Exhibit A

Task	Description	PLACEWORKS										PlaceWorks Hours	PlaceWorks Labor Total	2%	ESRI	Ecorp	Iteris	10%	TOTAL TASK BUDGET
		Mark Teague	Jennifer Gastelum	Cynthia Walsh	Miles Barker	Robert Kain	Amanda Lukondi	Lucy Rollins	Graphics	Senior Editor	WP/ Clerical			2% Office Expense	GIS	AQ/GHG/ NOISE	Traffic Advisor	Subcons. Labor Total (incl. 10% mark-up)	
		Principal in Charge	Project Manager	Senior Planner	Planner	GIS	Project Coordinator	Project Planner											
Hourly Rate:		\$215	\$200	\$150	\$115	\$195	\$90	\$100	\$90	\$135	\$90								
TASK 1. Start-Up, Administration & Collaboration																			
1.1	Project Kickoff Meeting	4	4	2	4		4					18	\$2,780	\$55.60				\$0	\$2,836
1.2	Review of Existing General Plan	8			16		24					48	\$5,720	\$114.40				\$0	\$5,834
1.3	Geographic Information System				8	26						34	\$5,990	\$119.80	\$500			\$550	\$6,660
1.4	Community Education and Information Meeting	8	8	8	8		4	8	12			56	\$7,680	\$153.60				\$0	\$7,834
1.5	Administration and Communication	12	12	8								32	\$6,180	\$123.60				\$0	\$6,304
Task 1. Subtotal		32	24	18	36	26	32	8	12	0	0	188	\$28,350	\$567.00	\$550	\$0	\$0	\$550	\$29,467
TASK 2. Administrative Draft General Plan																			
2.1	Introduction	2			8		40		24			74	\$7,110	\$142.20				\$0	\$7,252
2.2	Land Use	4			16	8						28	\$4,260	\$85.20				\$0	\$4,345
2.3	Circulation	8			12	8						28	\$4,660	\$93.20			\$6,000	\$6,600	\$11,353
2.4	Noise	2			4							6	\$890	\$17.80				\$0	\$908
2.5	Community Design	4			12							16	\$2,240	\$44.80				\$0	\$2,285
2.6	Housing		45	65	25	16	20	65	8	15		259	\$35,790	\$715.80				\$0	\$36,506
2.7	Natural Environment	16			24	12						52	\$8,540	\$170.80				\$0	\$8,711
2.8	Safety	24			40	16			24			104	\$15,040	\$300.80				\$0	\$15,341
2.9	Economic Development	4			8							12	\$1,780	\$35.60				\$0	\$1,816
2.10	Program Environmental Impact Report	4			16							20	\$2,700	\$54.00				\$0	\$2,754
2.11	References & Sources				4							4	\$460	\$9.20				\$0	\$469
2.12	Appendices				12							12	\$1,380	\$27.60				\$0	\$1,408
Task 2. Subtotal		68	45	65	181	60	60	65	56	15	0	615	\$84,850	\$1,697.00	\$0	\$0	\$6,600	\$6,600	\$93,147
TASK 3. Public Draft General Plan																			
3.1	Public Draft Document	16	4	8	40		24					92	\$12,200	\$244.00				\$0	\$12,444
3.2	Review of Zoning and Development Standards	16			16							32	\$5,280	\$105.60				\$0	\$5,386
3.3	Community Education and Information Meeting	8	8	4	8		4	8	12			52	\$7,080	\$141.60				\$0	\$7,222
Task 3. Subtotal		40	12	12	64	0	28	8	12	0	0	176	\$24,560	\$491.20	\$0	\$0	\$0	\$0	\$25,051
TASK 4. Environmental Analysis																			
4.1	Notice of Preparation	4										4	\$860	\$17.20				\$0	\$877
4.2	Administrative Draft PEIR Chapter for General Plan	40										40	\$8,600	\$172.00				\$0	\$8,772
4.3	Technical Studies	16			40							56	\$8,040	\$160.80		\$15,000		\$16,500	\$24,701
4.4	Public Draft PEIR Chapter for General Plan	16										16	\$3,440	\$68.80				\$0	\$3,509
4.5	Response to Comments and Final EIR	12			32		24					68	\$8,420	\$168.40				\$0	\$8,588
Task 4. Subtotal		88	0	0	72	0	24	0	0	0	0	184	\$29,360	\$587.20	\$0	\$16,500	\$0	\$16,500	\$46,447
TASK 5. Adoption Hearings and Final General Plan																			
5.1	Final General Plan	12		8	24		24					68	\$8,700	\$174.00				\$0	\$8,874
5.2	Adoption Hearings	6	6	2	6		4		2			26	\$4,020	\$80.40				\$0	\$4,100
Task 5. Subtotal		12	0	8	24	0	24	0	0	0	0	68	\$12,720	\$174.00	\$0	\$0	\$0	\$0	\$12,974
Labor Hours Total		240	81	103	377	86	168	81	80	15	0	1231		\$3,516.40	\$550	\$16,500	\$6,600	\$23,650	\$207,087
Labor Dollars Total		\$51,600	\$16,200	\$15,450	\$43,355	\$16,770	\$15,120	\$8,100	\$7,200	\$2,025	\$0		\$179,840						
PlaceWorks Percent of Total Labor		19.5%	6.6%	8.4%	30.6%	7.0%	13.6%	6.6%	6.5%	1.2%	0.0%	100.0%							
Subconsultants Reimbursable Expenses																		0	
PlaceWorks Reimbursable Expenses																		\$750	
REIMBURSABLE EXPENSES TOTAL																		\$750	
2% of Labor for Office Expenses																		\$3,516	
GRAND TOTAL																		\$207,837	



Staff Report to City Council

FOR THE MARCH 11, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Construction Management and Inspection Services Budget Amendment for S. Auburn Street and I-80 Roundabout Project (Federal Aid Project CML-5187(010))

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$55,788.78	Fund(s): 385
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RECOMMENDED ACTION: Discuss and consider adopting Resolution __-2020 approving the Psomas Construction Management and Inspection Services budget amendment in the amount of \$55,788.78 for a total contract amount of \$354,873.78.

Summary/Background

In June of 2018, staff issued a Request for Proposals (RFP) to construction management consultants to provide construction management and inspection services for the Roundabout 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. Council awarded the Psomas contract November 14, 2018 with Resolution 72-2018.

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 original Psomas proposal amount was \$344,309 for the aforementioned services above. Staff was successful in negotiating the cost down to \$299,085 anticipating some reduced hours for the Roundabout Project. In reality, the project timeline was expedited incurring additional construction management costs due to

additional overtime. Additionally, the project required increased construction management oversight due to the project issues including field design changes and Caltrans Environmentally Sensitive Area (ESA) Modified Phase II requirements.

Psomas has done an excellent job in managing this project for the City. Final construction costs (Granite Construction) are below contract by 3.5% for a project savings of \$95,401. In addition, Contingency/other costs are estimated to be 70.3% lower than budgeted for a savings of \$105,209.

Staff recommends a contract amendment to the Psomas contract of \$55,788.78 for a total contract amount of \$354,873.78. This amendment will compensate Psomas for their additional costs incurred due to the expedited project timeline and additional oversight required due to project issues.

The total estimated project costs are still significantly below the budgeted amount with the Psomas amendment as reflected in the chart below.

City of Colfax - Roundabout Project			
Project Estimate: 03/02/20			
	Estimate 05/22/19 *Revised 09.30.19	Total Projected Costs	Projected Savings
Project Expenses			
Plans, Specifications, & Estimates	\$ 527,234.00	\$ 522,482.75	\$ 4,751.25
Construction - Granite	\$ 2,735,073.45	\$ 2,639,672.41	\$ 95,401.04
Contingency/Other	\$ 149,647.55	\$ 44,439.00	\$ 105,208.55
Construction Management - Psomas	\$ 299,085.00	\$ 354,873.58	\$ (55,788.58)
Total Project Expenses	\$ 3,711,040.00	\$ 3,561,467.74	\$ 149,572.26

Fiscal Impacts

The Psomas contract amendment will increase the construction management budget to \$354,873.78. The amended cost increase is within the overall project budget set by Resolution 16-2019.

Attachments:

1. Resolution __-2020
2. Resolution 16-2019
3. Resolution 72-2018
4. Psomas Budget Amendment Worksheet

City of Colfax

City Council

Resolution № __-2020

APPROVING THE PSOMAS CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES BUDGET AMENDMENT IN THE AMOUNT OF \$55,788.78 FOR A TOTAL CONTRACT AMOUNT OF \$354,873.78

WHEREAS, Council awarded Psomas the construction management and inspection contract for the Roundabout Project November 14, 2018 with Resolution 72-2018; and

WHEREAS, the original Psomas proposal amount was \$344,309 for construction management and inspection services. Staff was successful in negotiating the cost down to \$299,085 anticipating some reduced hours for the Roundabout Project; and

WHEREAS, Psomas has done an excellent job in managing the project for the City resulting in significant cost savings; and

WHEREAS, staff recommends a contract amendment amount of \$55,788.78 for a total contract amount of \$354,873.78.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax approves the Psomas Construction Management and Inspection Services budget in the amount of \$55,788.78 for a total contract amount of \$354,873.78.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 11th of March 2020 by the following vote of the Council:

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

Marnie Mendoza, Mayor

ATTEST:

Jaclyn Collier, City Clerk

City of Colfax

City Council

Resolution № 16-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE CITY MANAGER TO:

1. AWARD A CONSTRUCTION CONTRACT TO GRANITE CONSTRUCTION COMPANY IN THE AMOUNT OF \$2,735,074 AND AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDERS UP TO THE BUDGETED AMOUNT.
 2. AMEND THE PROJECT BUDGET IN THE AMOUNT OF \$401,980 FROM FUND 385 FOR A TOTAL PROJECT BUDGET \$3,711,040 INCLUDING A 5.5% CONTINGENCY.
-

WHEREAS, the City Council adopted Resolution 01-2019 authorizing Staff to advertise the Project for bids; and

WHEREAS, the City released bidding on April 1, 2019 was advertised through the Auburn Journal, the City's website, the CIPList.com website, and through local contractor's/builder's exchanges; and

WHEREAS, on April 30, 2019 the City received three bid where Granite Construction Company was determined to be the lowest responsible and responsive bidder in the amount of \$2,735,073.45; and

WHEREAS, the Construction bid costs are \$470,183 (21%) higher than the previous Engineer estimate of which \$26,355 is related to relocation of utilities and will be funded by PCWA; and,

WHEREAS, additional project funding has been committed to support the project including a new estimate for SBI Funding and a commitment from PCTPA to support the project with Highway Improvement Program funding up to \$350,000; and,

WHEREAS, the total estimated project cost including the environmental, engineering design, funding administration, low bid for construction, a construction contingency of \$149,648, and construction management and inspection costs, totaling \$3,711,040.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to:

1. Award a construction contract to Granite Construction Company in the amount of \$2,735,074 and authorize the City Manager to execute change orders up to the budgeted amount.
2. Amend the project budget in the amount of \$401,980 from Fund 385 for a total project budget \$3,711,040 including a 5.5% contingency.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 22nd day of May 2019, by the following vote of the Council:

AYES: Burruss, Douglass, Fatula, Lomen

NOES: Mendoza

ABSTAIN:

ABSENT:



Joe Fatula, Mayor

ATTEST:



Wes Heathcock, City Manager

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.

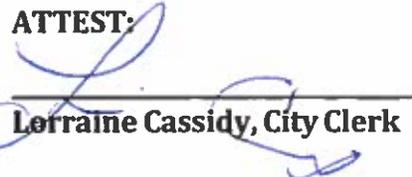
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Colfax authorizes the City Manager to enter into a consultant services agreement with Psomas for construction management and inspection of the South Auburn Street and Interstate 80 Roundabout Project in an amount not to exceed \$299,085, 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:** Douglass, Harvey, Mendoza, Stockwin
- NOES:** None
- ABSTAIN:** None
- ABSENT:** None



Will Stockwin, Mayor

ATTEST:


Lorraine Cassidy, City Clerk

CITY OF COLFAX

South Auburn Street and Interstate 80 Roundabout Project

Projected Budget Analysis for Period Ending February 27, 2020
Psomas Job Number: 6COL030200

PERIOD ENDING	Martin		Pieplow		Ezeji		Wallace		Wallace		Wallace		Yuson		Clark		NV5		Argonaut		Other Direct Costs	PERIOD ENDING TOTALS		CUMULATIVE TOTALS	
	Project Manager and Construction Manager		Project Manager and Construction Manager		Construction Inspector		Construction Inspector		Construction Inspector OT		Construction Inspector DBL		Administrative Assistant		Administrative Assistant		BUDGET	ACTUAL	BUDGET	ACTUAL		BUDGET	ACTUAL	BUDGET	ACTUAL
	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL	BUDGET	ACTUAL		BUDGET	ACTUAL	BUDGET	ACTUAL
4/25/2019	0	16					0							0				0.00		2,692.49					
5/30/2019	0	14					0	12.0					0	1.5				0.00		2,692.49					
6/27/2019	64	33					40	36					16	2.5				3,928.57		2,692.49	1,573.00				
7/25/2019	64	27		10			176	122		40	25		16	5.5				3,928.57		2,692.49	1,144.00		562		
8/22/2019	24	30					160	128		40	37		16	5				3,928.57	2,138	2,692.49			71.76		
9/26/2019	24	46					160	196			71		16	4				3,928.57	6,469.93	2,692.49			242.36		
10/24/2019	24	39		7		58	160	160			56		16	5				3,928.57	9,567.8	2,692.49	3,575.00		431.57		
11/21/2019	40	5					168	152			23		16	2.5		8.0		3,928.57	29,951.54	2,692.49					
12/26/2019	80						80	142					40			5.0		3,928.57		2,692.49	1,056				
1/30/2020								152																	
2/27/2020		16						80							20.0							2,000			
Hours	320	226	0	17	0	58	944	1180	80	212	0	33	136	26	0	33	27,500	48128	24,232	9,348.00					
Rate	\$215.00	\$215.00	\$215.00	\$215.00	\$162.00	\$162.00	\$162.00	\$162.00	\$202.00	\$202.00	\$267.30	\$267.30	\$100.00	\$100.00	\$100.00	\$100.00	1	\$1.00	1	1					
Total	\$68,800.00	\$48,590.00	\$0.00	\$3,655.00	\$0.00	\$9,396.00	\$152,928.00	\$191,160.00	\$16,160.00	\$42,824.00	\$0.00	\$8,820.90	\$13,600.00	\$2,550.00	\$0.00	\$3,300.00	\$27,499.99	\$48,127.67	\$24,232.41	\$9,348.00		\$0.00			
																						Total Budget		\$299,085.00	
																						Spent		\$354,873.78	
																						Budget Remaining		-\$55,788.78	



Staff Report to City Council

FOR THE MARCH 11, 2020 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager and Alfred A. “Mick” Cabral, City Attorney
Subject: Second Reading of Ordinance 541 Requiring Hazardous Vegetation Abatement and Establishment of Defensible Space

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: By motion, waive the second reading and adopt Ordinance 541 requiring hazardous vegetation abatement and establishment of defensible space.

Summary/Background

During the February 26, 2020 Colfax City Council Regular Meeting, Ordinance No. 541 was introduced, the Public Hearing was conducted and closed. Council received no public comment during the Public Hearing. Notice was published in the Auburn Journal February 19, 2020 informing the public of the ordinance adoption consideration by Council. The ordinance requires hazardous vegetation abatement and establishment of defensible space.

The City Council directed staff to research and prepare an ordinance focused on abatement of hazardous vegetation and creation of defensible space in order to reduce the risk and effect of local wildfires. The proposed ordinance is intended to implement Council’s direction.

In June 2019, a draft defensible space ordinance was submitted for staff’s consideration by CalFIRE Battalion Chief Brian Eagan. The City Manager and City Attorney met with Chief Eagan at City Hall on August 9, 2019 to discuss the draft ordinance and formulate a plan for revising the draft to suit Colfax’s needs and presenting it to Council for consideration.

CalFIRE has jurisdiction over the “State Responsibility Area” (SRA), which generally includes the area of the State for which the State of California has financial responsibility for the prevention and suppression of wildfires. The City of Colfax is considered “Local Responsibility Area” (LRA). The State is not financially responsible for prevention and suppression of wildfires in Colfax, so CalFIRE’s authority to implement State regulations within City boundaries is limited. The proposed ordinance, if adopted, will impose hazardous vegetation and defensible space standards within City limits that are similar to the standards CalFIRE imposes in the SRA.

Chief Egan and City staff collaborated on a proposed ordinance that was discussed at a properly noticed public workshop on January 15, 2020. That workshop was attended by the entire City Council, City Staff, Chief Egan and interested members of the public. Staff was directed to incorporate several changes into the draft ordinance before presenting it for Council consideration. Staff and Chief Egan again collaborated on the proposed changes. The result of these efforts is reflected in the proposed ordinance.

The draft ordinance, if passed, will require all parcels of real property within City limits to establish defensible space of one-hundred feet around the main structure on each parcel by removing all hazardous vegetation and combustible materials. Parcel owners may be required to establish sufficient defensible around a structure on an

adjacent parcel if the adjacent parcel is not sufficiently large to create one-hundred feet of defensible space. A “structure” for purposes of this ordinance must occupy a space greater than 120 square feet and a height taller than seven feet from finished grade.

Unimproved and vacant parcels will be required to meet defined hazardous vegetation abatement standards depending upon their size. Vacant parcels that are one-half acre or smaller and not adjacent to an improved parcel will be required to cut and remove all weeds and grasses down to a height of six inches or less, prune and remove ladder fuels to a height of at least ten feet (10’) from their base, and remove all other hazardous vegetation. Larger unimproved parcels that are not adjacent to improved parcels will be required to cut and remove all weeds and grasses down to a height of six inches or less, prune and remove ladder fuels within twenty-five feet of the property line to a height of at least ten feet (10’) from their base, and remove all other hazardous vegetation.

The proposed ordinance will also establish fuel modification areas and create other height and distance requirements and provide for hazardous vegetation abatement within the railroad right-of-way. Property owned by the railroad that is not within the railroad right of way will have to comply with all requirements of the ordinance. This is provided for in draft Section 8.32.040 C 12.

The proposed ordinance provides for enforcement through the City’s established nuisance abatement process, including recovery of abatement costs through a lien procedure and imposition of administrative fines and penalties. Council expressed concern that strict enforcement of the ordinance may create unreasonable hardship on some property owners. At Council’s direction, Section 8.32.080 was added to allow abatement to be deferred if the responsible party can establish an undue hardship. A hardship deferral does not excuse compliance with the ordinance. It only allows compliance to be deferred in appropriate circumstances.

Enforcement of the ordinance will be complaint based. This means that enforcement will likely not occur unless CalFIRE or the City receives a specific complaint or becomes aware of a violation. CalFIRE and City Staff do not anticipate initiating investigations or enforcement without first receiving a complaint or other information that warrants action.

Council also directed staff to include flexibility in ordinance enforcement when circumstances warrant. This has been added as Section 8.32.040 C 13. Council is also permitted to adopt reasonable implementing rules and regulations.

Council wants to make sure that the property owners are adequately informed of their responsibilities before formal enforcement begins. Therefore, the proposed ordinance will become effective 30 days after its adoption, but formal enforcement proceedings will be deferred until January 1, 2021 in order to allow property owners sufficient time to voluntarily comply.

Staff will be available to answer questions and provide additional information.

Fiscal Impacts

Adopting the proposed ordinance is anticipated to generate enforcement costs, most of which should be collected from property owners who do not voluntarily comply.

Attachments:

1. Ordinance 541 Requiring Hazardous Vegetation Abatement and Establishment of Defensible Space

CITY OF COLFAX
ORDINANCE NO. 541

**AN ORDINANCE OF THE CITY OF COLFAX ADDING MUNICIPAL CODE
CHAPTER 8.32 REQUIRING HAZARDOUS VEGETATION ABATEMENT AND
ESTABLISHMENT OF DEFENSIBLE SPACE**

Colfax Municipal Code Title 8 is hereby amended by adding Chapter 8.32 as follows:

8.32.010 Purpose and Intent

The purposes of this Chapter are (1) to give direction, define expectations and ensure that Structures within City limits establish appropriate Defensible Space and minimize the risk posed by Hazardous Vegetation and Combustible Materials, (2) promote public safety by mitigating the risk from wildfires, and (3) establish an enforcement process and procedure to reasonably maximize compliance with the requirements established by this Chapter.

8.32.020 Application

The provisions of this Chapter shall apply generally to all Parcels throughout the City of Colfax, including but not limited to:

A. All Parcels adjacent to Improved Parcels where: (a) the Owner, Responsible Party or occupant of the Improved Parcel is unable to obtain the required Defensible Space; and (b) the City Official determines that the condition of fuels on the ~~subject~~ Parcel adjacent to the Improved Parcel creates a hazardous fire condition. The Owner, of or Responsible Party for or of the ~~subject~~ Parcel adjacent to the Improved Parcel shall provide the fuel modifications needed to meet the Defensible Space requirements of the adjacent Improved Parcel subject to applicable law including the finding by the City Official that the clearing is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite the Structure on the Improved Parcel, and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to the Structure.

B. All Parcels where:

1. The Parcel is adjacent to a roadway or fire access easement which is determined by the City Official to be necessary for the safe ingress to and egress from the area served by the roadway or fire access easement; and

2. The current condition of fuels on the adjacent Parcel is determined by the City Official to constitute a hazardous fire condition.

C. If any part of this Chapter conflicts with any other part of this Code the more restrictive provision(s) shall control.

8.32.030 Definitions.

The following definitions shall apply to the provisions of this Chapter:

A. "Abate" or "Abatement" shall mean and refer to an act used to remove, destroy, eliminate, size, impound, or any action taken to mitigate or terminate a public nuisance.

B. "Abatement Costs" shall mean and refer to any and all costs incurred by the City, CalFire or any person or entity acting on their behalf to enforce the provisions of this Chapter and to Abate the Hazardous Vegetation or Combustible Material or create Defensible Space on any Parcel pursuant to this Chapter, including physical Abatement Costs, administration fees and any additional actual costs incurred for the Abatement proceeding(s), including attorney's fees and consultant expenses, if applicable.

C. "Citation" or "Administrative Citation" shall mean and refer to a civil citation issued pursuant to Colfax Municipal Code Chapter 1.25 stating there has been a violation of one or more provisions of this Chapter and setting the amount of the civil penalty to be paid by the Responsible Party.

D. "City" or "Colfax" shall mean and refer to the City of Colfax, a California Municipal Corporation and general law city.

E. "City Official" shall include the Colfax City Manager or his/her designee, the Colfax Community Services Director, the Colfax Chief Building Official, the Colfax Code Enforcement Officer, and the Colfax Fire Chief or person acting in his/her capacity, and any person designated by the Colfax Fire Chief to act in his/her stead.

F. "Combustible Material" shall mean and refer to all rubbish, litter or material of any kind other than Hazardous Vegetation that is combustible or flammable and endangers the public safety by creating a Fire Hazard.

G. "County" shall mean the County of Placer, a political subdivision of the State of California.

H. "Days" shall mean calendar days unless the context otherwise requires.

I. "Defensible Space" means and refers to that area described in Public Resources Code Sections 4290 and 4291 and as otherwise described in this Chapter, which is adjacent to each side of a building or Structure and must be cleared of all Combustible Material, Hazardous Vegetation, brush, flammable vegetation, or combustible growth such that it would be unlikely to ignite any Structure under normal conditions, subject however to the exceptions set forth in this Chapter.

J. "Fire Hazard" shall mean any condition, arrangement, act or omission which:

1. Increases, or may cause an increase of hazard or menace of fire to a greater degree than that customarily recognized as normal by persons in the public service regularly engaged in preventing, suppressing or extinguishing fire; or

2. May obstruct, delay, hinder or interfere with the operations of a fire department or the egress of occupants in the event of fire.

K. "Fuel Modification Area" shall mean and refer to a strip of land in which the following fuel reduction activities are required to occur:

1. Cut and remove all weeds and grasses down to a height of six (6) inches or less;
2. Prune and remove "Ladder Fuels" up to fifteen (15) feet or higher from their base;
3. "Mosaic" all stands of brush;
4. Remove all dead or decaying trees and tree limbs; and
5. Perform any other fire protection or maintenance activities within the Fuel Modification Area(s) consistent with the standards and requirements contained in Public Resources Code Section 4290 and any regulations adopted pursuant thereto, or as required by a City Official.

L. "Hazardous Vegetation" shall mean and refer to any vegetation that is combustible and endangers the public safety by creating a Fire Hazard. Hazardous Vegetation includes material that in its natural state will readily ignite, burn and transmit fire from native or landscape plants to any Structure or other vegetation. Hazardous Vegetation includes, but is not limited to, dry grass and leaves, brush, weeds, green waste, dead or dying trees, low-hanging branches, litter or other flammable vegetation that creates a Fire Hazard. Hazardous Vegetation shall not include a commercial agricultural crop that is being actively grown and managed by the Parcel Owner, his or her legal tenant, or other Responsible Party.

M. "Improved Parcel" shall mean and refer to a portion of real property on which a Structure is located, the area of which Improved Parcel is determined by the Placer County Assessor's maps and records and which may be identified by an Assessor's Parcel Number.

N. "Ladder Fuels" shall mean and refer to fuels that can carry a fire vertically between or within Combustible Material or Hazardous Vegetation.

O. "Notice to Abate" shall mean and refer to a notice served upon a Responsible Party pursuant to Colfax Municipal Code Section 8.16.050.

P. "Owner" shall mean and refer to the owner as shown on the most recent equalized assessment role as owning the Parcel that is subject to proceedings or enforcement under this Chapter.

Q. "Parcel" shall mean and refer to a portion of real property of any size, whether vacant, occupied or improved, the area of which is determined by the Placer County Assessor's maps and records and which may be identified by an Assessor's Parcel Number.

R. "Responsible Party" shall mean and refer to an individual, association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, firm, organization, partnership, joint venture or any other person or entity whatsoever whose act or omission causes or contributes to a violation of this Chapter.

S. "Structure" shall mean and refer to any dwelling, house, building, or other type of combustible construction that occupies a space greater than 120 square feet and a height taller than seven feet (7') from finished grade, whether or not occupied, including but not limited to a wood or otherwise combustible fence attached to or near any other Structure.

T. "Unimproved Parcel" shall mean and refer to a portion of land of any size upon which no Structure is located, the area of which is determined by the Placer County Assessor's maps and records and may be identified by an Assessor's Parcel Number (APN) .

8.32.040 Nuisance Declared; Duty to Abate Hazardous Vegetation and Combustible Material.

A. Hazardous Vegetation and Combustible Materials within one hundred feet (100') of a Structure, or such greater distance as the City Official may determine, or along roadways that serve as primary ingress and egress routes, are hereby declared to be a public nuisance that may be Abated in accordance with this Chapter, in accordance with the applicable provisions of Colfax Municipal Code Chapter 8.16 or by any other means allowed by law.

B. It shall be the duty of every Owner, Responsible Party, occupant, and person in control of any Parcel or any interest therein which is located in the City to Abate therefrom, and from all sidewalks and roadways on or immediately adjacent thereto, except for those roads accepted as public roads by the City, all Combustible Material and Hazardous Vegetation which constitutes a Fire Hazard and public nuisance which may endanger or damage neighboring property or forestland, or which may otherwise endanger public health, safety and welfare within the City.

C. The requirements of this section shall be satisfied if the Parcel is cleared in accordance with the requirements of a Notice to Abate by cutting brush, trimming trees, thinning trees, disking, mowing, plowing or any other method described in a Notice to Abate, or, if no Notice to Abate is issued, by removing all Hazardous Vegetation and Combustible Materials as follows. A Notice to Abate may include all of the following requirements and such other requirements as the City Official may impose in order to create Defensible Space or cause the removal of Combustible Materials or Hazardous Vegetation.

1. Create and maintain a Defensible Space of one hundred feet (100 ') from each side and from the front and rear of the main Structure, but not beyond the property line except as provided by law.

2. The amount of fuel modification necessary may take into account the flammability of any Structure on a Parcel as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the Structure.

3. Create and maintain a minimum of a ten-foot (10') wide Fuel Modification Area adjacent to the shoulder of any roadway serving as primary ingress to and egress from the Parcel. All trees, Hazardous Vegetation and Ladder Fuels within that

area shall be pruned and removed to a minimum height of fifteen feet (15') above the road.

4. The intensity of fuels management may vary within the one-hundred-foot (100') perimeter of the Structure, the most intense being with the first thirty feet (30') around a habitable Structure. Consistent with fuels management objectives, steps should be taken to minimize erosion.

5. Remove the portion of any tree that extends to within ten feet (10') of the outline of a chimney or stovepipe.

6. Climbing vines must be removed from trees and Structures.

7. Maintain trees, shrubs, or other plants adjacent to or overhanging a Structure free of dead or dying wood to a distance of ten feet (10') from the Structure.

8. Maintain the roof and rain gutters of a Structure and a five-foot (5') perimeter immediately around a structure free of leaves, needles, or other Hazardous Vegetation.

9. Maintain the property free of Ladder Fuels.

10. For Unimproved Parcels and vacant Parcels of one-half (1/2) acre or smaller that are not adjacent to an Improved Parcel: (a) cut and remove all weeds and grasses down to a height of six inches (6") or less; (b) prune and remove Ladder Fuels to a height of at least ten feet (10') from their base; and (c) remove all other Hazardous Vegetation.

11. For Unimproved Parcels and vacant Parcels larger than one-half acre that are not adjacent to an Improved Parcel: (a) cut and remove all weeds and grasses down to a height of six inches (6") or less; (b) prune and remove Ladder Fuels within twenty-five feet of the Parcel's property line to a height of at least ten feet (10') from their base; and (c) remove all other Hazardous Vegetation.

12. (a) Any Owner or Responsible Party operating a railroad on any Parcel shall, if ordered by the Colfax Fire Chief, the Fire Chief's designee or any other City Official, destroy, remove, modify or otherwise Abate so as not to be flammable any Hazardous Vegetation or other Combustible Material on the railroad right-of-way. The order to destroy, remove, modify or otherwise Abate Hazardous Vegetation or other Combustible Materials shall specify the location of the hazard to be destroyed, removed, modified or Abated within the right-of-way, the width of the hazard which shall not exceed the width of the right-of-way, and the time within which compliance with the order is required. The City Official having primary responsibility for fire protection of the area shall allow a reasonable period of time for compliance with an order to destroy, remove, modify or Abate Hazardous Vegetation or other Combustible Materials within the right-of-way. (b) Nothing in this section shall excuse any Owner or Responsible

Party operating a railroad within the City from complying with the requirements of this Chapter on any Parcel outside of the railroad right-of-way.

13. Whenever practical difficulties, unique circumstances or unnecessary hardship inconsistent with the general purposes of this Chapter may result from the strict and literal interpretation of the provisions of this Chapter, the City Official shall have authority to grant, upon such safeguards and conditions as the City Manager may determine, such variances from the provisions of this Chapter as may be in harmony with its general purpose and intent.

D. The City Official may mandate additional fuels management of an area more or less than the above-referenced widths or heights for the protection of public health, safety, or welfare, or the environment, if the City Official finds that the additional fuels management is necessary to significantly reduce the risk of transmission of flame or heat sufficient to ignite any Structure(s), and there is no other feasible mitigation measure possible to reduce the risk of ignition or spread of wildfire to a Structure on an Improved Parcel. The City Official shall determine appropriate Defensible Space distances based upon a visual inspection of the Parcel and shall consider all factors that place the Structure(s) on the adjacent Improved Parcel at risk from an approaching fire. These factors shall include, but are not limited to, local weather conditions, fuel type(s), topography, current use of a Parcel, and the environment where the adjacent Parcel or the Structure(s) is located.

E. When a Structure is less than one hundred feet (100') from a property line and Combustible Material or Hazardous Vegetation on an adjacent Parcel presents a Fire Hazard for the Structure, the Owner of the Parcel where the Fire Hazard exists shall be responsible for creating Defensible Space and clearing the area on that Owner's land which is within one hundred feet (100') of the Structure and is needed to provide the necessary fire protection in the manner and to the extent required by the City Official.

F. Where the terrain, condition or environment on the adjacent Parcel is such that it cannot or should not be disked or mowed, the Public Official may require or authorize other means of Hazardous Vegetation or Combustible Material removal.

G. No Parcel Owner or Responsible Party may allow any portion of vegetation on his or her property to interfere with street and emergency vehicle access, regardless of whether the access is along a public street or along a private residential access road. The City Official may provide written notice to the property Owner or Responsible Party requiring vegetation to be trimmed for a specified additional distance when the City Official determines the vegetation would otherwise interfere with street or emergency vehicle access.

H. If the Parcel Owner or Responsible Party fails to maintain these clearance requirements, the City Official may Abate the nuisance without further notice and at the Parcel Owner's or Responsible Party's expense. This subsection shall not apply to cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers, provided they do not constitute a Fire Hazard.

I. Pursuant to California Health and Safety Code §14930 and Government Code §25845, as amended, a City Official may summarily Abate weeds, Combustible Materials or Hazardous Vegetation on private property that in any way hinders emergency access and may charge the Parcel Owner for the Abatement Costs.

8.32.050 Enforcement.

A. The provisions of this Chapter may be enforced following the Abatement Procedure provided for in Colfax Municipal Code Chapter 8.16 Article II, or any other enforcement process allowed by law.

B. In order to carry out the Abatement activities authorized by this Chapter and Colfax Municipal Code Chapter 8.16, the City Official may apply to the Placer County Superior Court for issuance of an inspection warrant pursuant to California Code Of Civil Procedure Part 3, Title 13, as amended, replaced or renumbered from time-to-time, or any other applicable provision of California law, and may Abate any nuisance as authorized in any such warrant.

8.32.060 Abatement Lien

A. The City Manager or his/her designee shall keep a true and accurate account of all Abatement Costs incurred in enforcing any provision of this Chapter. The amount of any unpaid Administrative Costs, plus interest, plus any other costs as provided in this Chapter or this Code may be declared a lien on such real property in accordance with the provisions of Colfax Municipal Code Chapter 8.16 Article III.

B. The City may cause any such lien to be collected at the same time and in the same manner as City taxes are collected, in addition to any other collection process authorized by Colfax Municipal Code Chapter 8.16, Article III, or other applicable provision of law.

8.32.070 Citations, Fines and Penalty Provisions.

A. Every Owner and Responsible Party who violates any provisions of this Chapter shall be subject to and pay administrative fines under Colfax Municipal Code Chapter 1.25. All provisions of Colfax Municipal Code Chapter 1.25 are applicable to and may be utilized by the City in the imposition, calculation and enforcement of any such administrative fines.

B. The provisions of Colfax Municipal Code Chapter 1.24 shall be applicable to any Owner or Responsible Party who violates this Chapter.

8.32.080 Hardship. If the Owner or Responsible Party of any Parcel establishes to the satisfaction of the City Manager that compliance with this Chapter will result in undue hardship inconsistent with the purpose or intent of this Chapter, a written request for hardship status may be submitted to the City Manager. The City Manager, after consulting with the City Fire Chief or the Fire Chief's designee, may make a hardship finding only if the Owner or Responsible Party presents facts that clearly demonstrate, in the City Manager's sole discretion, that compliance with this Chapter at the required time would result in an undue hardship.

A. For purposes of this section, “undue hardship” shall include, but not be limited to: (1) the severe illness or incapacitation of the Owner or Responsible Party; (2) the immediate transfer or removal of the Owner or Responsible Party from the state, thereby making the hiring of a contractor or performance of any work needed to achieve compliance with this Chapter impractical or overly burdensome; (3) any physical or financial situation that would render compliance with the time limits or other requirements of this Chapter extraordinarily difficult or impractical; or (4) the lack of availability of a contractor or other person to perform the work necessary to achieve compliance with this Chapter. The Owner or Responsible Party shall bear the burden of submitting documentation and proving the existence of a bona fide undue hardship to the satisfaction of the City Manager.

B. If the City Manager determines that hardship status should be granted to any applicant, the City Manager may either (1) extend the time for compliance for a reasonable time or (2) after consulting with the City Fire Chief or the Fire Chief’s designee, modify the scope of the Abatement needed to achieve compliance with the requirements of this Chapter. In no case shall the City Manager or other City Official excuse performance with the requirements of this Chapter.

C. Any Owner or Responsible Party to whom a hardship finding is granted shall be given written notice of the finding. That notice shall inform the Owner or Responsible Party that hardship status has been granted and any conditions imposed on that status.

D. Any Owner or Responsible Party who objects to the City Manager’s decision to grant or deny hardship status may appeal by following the process for appeals in Colfax Municipal Code Section 8.16.100. The provisions of Colfax Municipal Code Sections 8.16.110 through 8.16.150, inclusive, shall apply in the event of any appeal.

8.32.090 Authority To Promulgate Reasonable Rules And Regulations.

The City Council reserves its right to adopt reasonable rules, regulations, and resolutions consistent with this Chapter to enforce, interpret, and carry out the provisions of this Chapter. Any such rules may be adopted by Resolution or Ordinance of the City Council.