

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

← Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza
Councilmembers · David Ackerman · Kim Douglass · Sean Lomen →

REGULAR MEETING AGENDA

April 12, 2023

Regular Session: 6:00 PM

You may access the meeting and address the Council by any of the following means:

ZOOM at

<https://us02web.zoom.us/j/82175059721>

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

821 7505 9721

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

1 CLOSED SESSION (No Closed Session)

2 OPEN SESSION

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

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

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

3 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

3A. Cash Summary – February 2023 (Pages 4-10)

Recommendation: Accept and File.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services 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.

April 12, 2023

- 3B. **Minutes** (Pages 11-12)
Recommendation: By Motion, approve the Colfax City Council minutes of 3/8/23.
- 3C. **Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls** (Page 13)
Recommendation: Information Only.
- 3D. **Quarterly Sales Tax Analysis – Quarter Ended December 31, 2022** (Pages 14-16)
Recommendation: Accept and File.
- 3E. **Sewer Rate Study Agreement – Hansford Economic Consulting** (Pages 17-53)
Recommendation: Adopt Resolution __-2023 authorizing the City Manager to execute an agreement with Hansford Economic Consulting to conduct a sewer rate study in an amount not to exceed \$32,978.

*** End of Consent Calendar ***

4 **AGENCY REPORTS**

- 4A. **Placer County Sheriff’s Office**
- 4B. **CHP**
- 4C. **Placer County Fire Department/CAL FIRE**
- 4D. **Non-Profits**

5 **PRESENTATION**

- 5A. **Local Control Accountability Plan for Colfax Elementary School District** (Pages 54-59)
Presentation By: Superintendent Andy Giannini, Ed.D.
Recommendation: Receive the plan and discuss as appropriate.
- 5B. **Annual Bianchini Update** (Pages 60-61)
Presentation By: Otis Wollan
Recommendation: Receive the 2022 Update.
- 5C. **SB 1383 Jurisdiction Procurement** (Pages 62-72)
Presentation By: Kristin Kolpitcke
Recommendation: Receive the presentation.

6 **PUBLIC HEARING** (No Public Hearing)

7 **PUBLIC COMMENT**

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future 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. Private Development Service Fees (Pages 73-74)

Recommendation: Discuss private development service fees and provide direction to staff.

10 **GOOD OF THE ORDER**

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

11 **ADJOURNMENT**

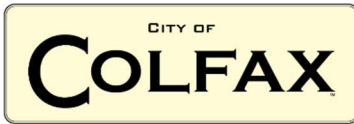
I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>

Marguerite Bailey

Marguerite Bailey, 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.





Staff Report to City Council

FOR THE APRIL 12, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Cash Summary – February 2023

Budget Impact Overview:

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

Summary/Background

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

The attached reports reflect an overview of the financial transactions of the City of Colfax in February 2023. Some monthly highlights are listed below:

- February revenues included:
 - Allocation for Sales Tax revenues reported/paid to the State for the month of December 2022 (two-month lag).
 - Received first fiscal year 2022-2023 allocation (50%) of annual allocation for Local Transportation Funds (LTF) from Placer County Transportation Agency.
- February expenditures included:
 - Approved capital project expenditures – significant expenditures on WWTP Construction Grant.
- Negative cash fund balances at the end of February are due to timing of funding allocations and reimbursements:
 - Fund 250 – Streets – Roads/Transportation. These expenses are funded by annual Transportation funding through Placer County Transportation Agency (PCTPA), City Gas Tax revenues, and a General Fund allocation. All allocations will be funded by the end of the fiscal year.
 - Fund 358 – CDBG Road Rehabilitation. This is a reimbursable grant – final funding of grant is still pending. CDBG has approved start date of expenditures. Any unfunded expenditures would require allocation from General Fund.
 - Fund 367 – SB2 Planning Grant – this is a reimbursable grant. Second round of Reimbursement requests were submitted in February 2022 and are still pending. HCD has been backlogged and recently confirmed requests are approved and pending payment. Next reimbursement request delayed to March based on project activity.

- Fund 376 – Downtown Streetscape – This project is primarily (89%) funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis. The second reimbursement request was received in January. The balance of funding (11%) will be a City General Fund match.
- Fund 378 – Zoning Code Update. This project is 100% funded with grant funds on a reimbursement basis. Reimbursement requests expected to be submitted on a quarterly basis. The first request was submitted in August and received in October. Next reimbursement request is pending project activity.
- Fund 575 – WWTP Construction Grant. This is a reimbursable grant. Reimbursement requests are scheduled to be submitted quarterly. Reimbursement request for quarter ended December 31st was submitted in January and has been approved – payment is pending. Next request is anticipated to be submitted by the end of March.
- Anticipated revenues/expenditures for March include:
 - Revenues
 - Allocation for Sales Tax revenues reported/paid to the State for the month of January 2023 (two-month lag).
 - Expenditures
 - Quarterly payment for Sheriff services.
 - Approved capital project expenditures.

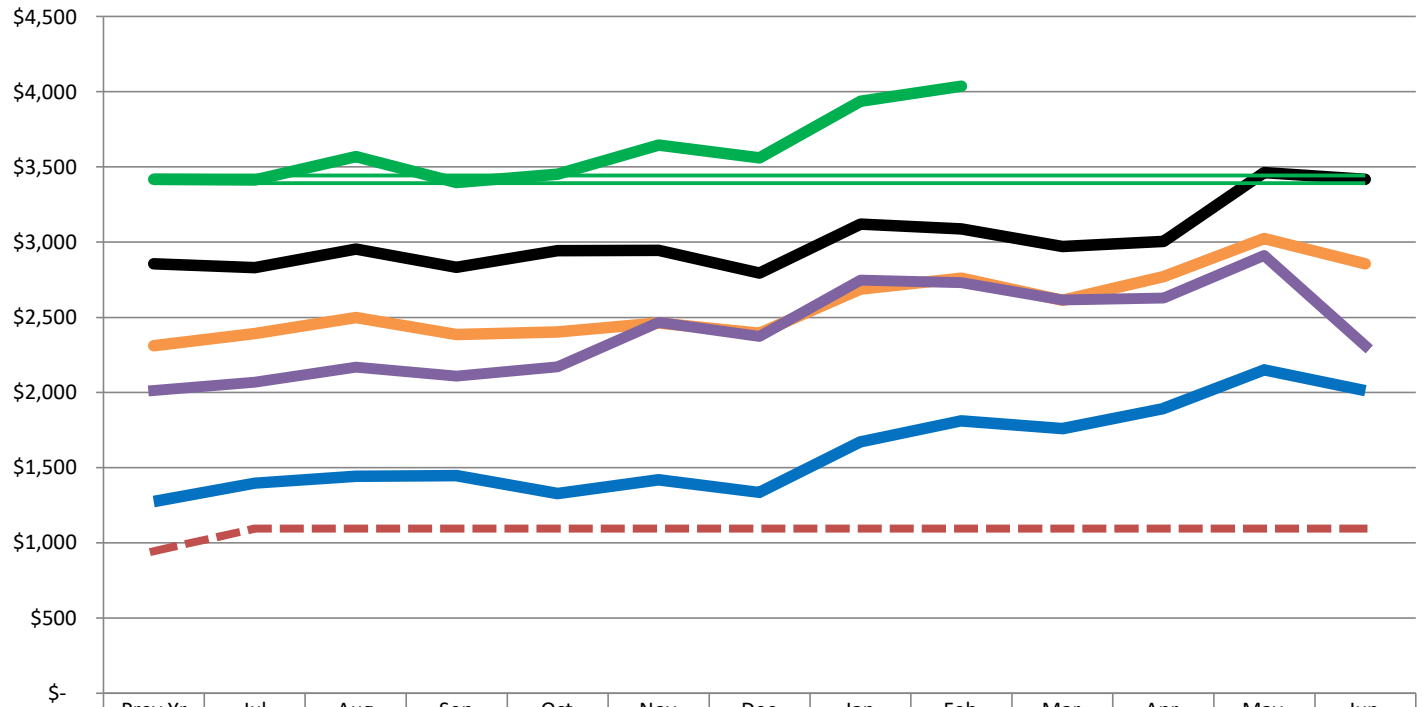
Attachments:

1. General Fund Reserved Cash Analysis Graph
2. Cash Activity Reports
 - a. Cash Summary
 - b. Cash Transactions Report – by individual fund
 - c. Check Register Report - Accounts Payable

City of Colfax - February 2023 General Fund Reserved Cash Analysis

(Dollars in Thousands)

Fiscal Year 2022-23 >>



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
— Cash Balance FY2022-23	\$3,418	\$3,412	\$3,568	\$3,396	\$3,451	\$3,644	\$3,560	\$3,935	\$4,036				
— Cash Balance FY2021-22	\$2,857	\$2,831	\$2,953	\$2,833	\$2,943	\$2,946	\$2,794	\$3,120	\$3,088	\$2,971	\$3,004	\$3,462	\$3,418
— Cash Balance FY2020-21	\$2,311	\$2,392	\$2,497	\$2,386	\$2,402	\$2,463	\$2,393	\$2,688	\$2,760	\$2,612	\$2,771	\$3,023	\$2,857
— Cash Balance FY2019-20	\$2,013	\$2,069	\$2,169	\$2,110	\$2,170	\$2,467	\$2,373	\$2,747	\$2,730	\$2,615	\$2,627	\$2,910	\$2,311
— Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420	\$1,336	\$1,672	\$1,812	\$1,760	\$1,893	\$2,151	\$2,013
- - - *Reserves (Ops, Cap, Pen)	\$945	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095
— Budget FY2022-23	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418	\$3,418

**City of Colfax
Cash Summary
February 28, 2023**

	Balance 01/31/2023	Revenues In*	Expenses Out*	Transfers	Balance 02/28/23
US Bank	\$ 134,116.29	\$ 457,023.01	\$ (461,018.21)	\$ 200,000.00	\$ 330,121.09
LAIF	\$ 8,566,719.90	\$ -	\$ -	\$ (200,000.00)	\$ 8,366,719.90
Total Cash - General Ledger	<u>\$ 8,700,836.19</u>	<u>\$ 457,023.01</u>	<u>\$ (461,018.21)</u>	<u>\$ -</u>	<u>\$ 8,696,840.99</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 8,701,136.19</u>	<u>\$ 457,023.01</u>	<u>\$ (461,018.21)</u>	<u>\$ -</u>	<u>\$ 8,697,140.99</u>

Change in Cash Account Balance - Total \$ (3,995.20)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (370,827.87)	
Cash Receipts	\$ 333,107.43	
Payroll Checks and Tax Deposits	\$ (77,476.50)	
Utility Billings - Receipts	\$ 111,201.74	
LAIF Interest	\$ -	
Voided Checks/Reissues	\$ -	
	<u>\$ (3,995.20)</u>	\$ 0.00

*Does not include transfers between funds

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

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

City of Colfax
Cash Transactions Report - February 2023

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 3,770,235.97	\$ 211,174.48	\$ (104,257.70)	\$ 3,877,152.75
Fund: 120 - Land Development Fees	\$ 157,753.63	\$ 1,605.28	\$ (5,347.02)	\$ 154,011.89
Fund: 200 - Cannabis Application	\$ 7,424.99	\$ -	\$ -	\$ 7,424.99
Fund Type: 1.11 - General Fund - Unassigned	\$ 3,935,414.59	\$ 212,779.76	\$ (109,604.72)	\$ 4,038,589.63
Fund Type: 1.14 - General Fund - Restricted				
Fund: 205 - Escrow Funds	\$ 39,737.00	\$ -	\$ -	\$ 39,737.00
Fund: 571 - AB939 Landfill Diversion	\$ 23,317.26	\$ -	\$ -	\$ 23,317.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 779,197.19	\$ 23,558.51	\$ (4,417.81)	\$ 798,337.89
Fund Type: 1.14 - General Fund - Restricted	\$ 842,251.45	\$ 23,558.51	\$ (4,417.81)	\$ 861,392.15
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 202 - ARPA American Rescue Plan Act	\$ -	\$ -	\$ -	\$ -
Fund: 210 - Mitigation Fees - Roads	\$ 142,711.22	\$ -	\$ -	\$ 142,711.22
Fund: 211 - Mitigation Fees - Drainage	\$ 5,454.54	\$ -	\$ -	\$ 5,454.54
Fund: 212 - Mitigation Fees - Trails	\$ 75,774.56	\$ -	\$ -	\$ 75,774.56
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 194,055.66	\$ -	\$ -	\$ 194,055.66
Fund: 214 - Mitigation Fees - City Bldgs	\$ 102,364.44	\$ -	\$ -	\$ 102,364.44
Fund: 215 - Mitigation Fees - Vehicles	\$ 22,356.21	\$ -	\$ -	\$ 22,356.21
Fund: 217 - Mitigation Fees - DT Parking	\$ 43,765.30	\$ -	\$ -	\$ 43,765.30
Fund: 218 - Support Law Enforcement	\$ (2,053.21)	\$ 18,822.53	\$ -	\$ 16,769.32
Fund: 244 - CDBG Program Inc - ME Lending	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
Fund: 250 - Streets - Roads/Transportation	\$ (128,310.01)	\$ 80,065.00	\$ (13,041.96)	\$ (61,286.97)
Fund: 253 - Gas Taxes	\$ 58,824.54	\$ -	\$ (1,333.65)	\$ 57,490.89
Fund: 258 - Road Maintenance - SB1/RSTBG	\$ 189,855.89	\$ 3,739.25	\$ -	\$ 193,595.14
Fund: 270 - Beverage Container Recycling	\$ 19,315.03	\$ -	\$ -	\$ 19,315.03
Fund: 280 - Oil Recycling	\$ 3,808.49	\$ -	\$ -	\$ 3,808.49
Fund: 290 - SB1383 Implementation Grant	\$ 20,400.65	\$ -	\$ -	\$ 20,400.65
Fund: 292 - Fire Department Capital Funds	\$ 94,312.37	\$ -	\$ -	\$ 94,312.37
Fund: 342 - Fire Construction - Mitigation	\$ 76,923.55	\$ -	\$ -	\$ 76,923.55
Fund: 343 - Recreation Construction	\$ 76,924.03	\$ -	\$ -	\$ 76,924.03
Fund: 367 - SB2 - Planning Grant	\$ (42,514.22)	\$ -	\$ (7,098.14)	\$ (49,612.36)
Fund: 376 - Downtown Streetscape	\$ (28,877.47)	\$ -	\$ -	\$ (28,877.47)
Fund: 378 - Zoning Code Update	\$ (1,766.45)	\$ 2,451.40	\$ (721.00)	\$ (36.05)
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 923,325.12	\$ 107,078.18	\$ (22,194.75)	\$ 1,008,208.55
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 358 - CDBG Pavement	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (92,621.34)	\$ -	\$ -	\$ (92,621.34)
Fund Type: 2.11 - Enterprise Funds				
Fund: 560 - Sewer	\$ 1,752,638.80	\$ 71,735.39	\$ (71,650.36)	\$ 1,752,723.83
Fund: 561 - Sewer Liftstations	\$ 714,725.54	\$ 11,514.46	\$ (17,021.39)	\$ 709,218.61
Fund: 563 - Wastewater Treatment Plant	\$ 856,508.51	\$ 29,995.17	\$ (160.48)	\$ 886,343.20
Fund: 564 - Sewer Connections	\$ 321,774.88	\$ -	\$ -	\$ 321,774.88
Fund: 575 - WWTP Construction Grant	\$ (578,534.23)	\$ -	\$ (235,968.70)	\$ (814,502.93)
Fund: 576 - Phase II - Pond 3 Fissure Repair	\$ -	\$ -	\$ -	\$ -
Fund: 585 - LS #5 Force Main Repairs	\$ 22,675.75	\$ -	\$ -	\$ 22,675.75
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 3,089,789.25	\$ 113,245.02	\$ (324,800.93)	\$ 2,878,233.34
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 2,677.12	\$ 361.54	\$ -	\$ 3,038.66
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 2,677.12	\$ 361.54	\$ -	\$ 3,038.66
Grand Totals:	\$ 8,700,836.19	\$ 457,023.01	\$ (461,018.21)	\$ 8,696,840.99

Check Register Report

Item 3A

AP Checks - Feb 2023

Date: 03/02/2023

Time: 3:20 pm

CITY OF COLFAX

BANK: US BANK

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
59057	02/06/23	Reconciled		02/28/23	03141	CALPERS	FEB 2023 HEALTH PREMIUMS	14,160.85
59058	02/08/23	Reconciled		02/28/23	1161	49ER WATER SERVICES	WWTP LAB TESTING NOV 2022	1,659.00
59059	02/08/23	Reconciled		02/28/23	01416	ALL ELECTRIC MOTORS, INC	WWTP EQUIP RPR	4,724.19
59060	02/08/23	Reconciled		02/28/23	1436	AMBROSE AUTO BODY	PW VEHICLE RPR	2,873.09
59061	02/08/23	Reconciled		02/28/23	01448	AMERIGAS - COLFAX	CORP YARD PROPANE	417.15
59062	02/08/23	Reconciled		02/28/23	1423	CALEB SHERMAN	DEPOT LIGHTING RPR	750.00
59063	02/08/23	Printed			03502	COLFAX AREA CHAMBER OF	WINTERFEST DEPOSIT REFUND	100.00
59064	02/08/23	Reconciled		02/28/23	3128	CRAIGHEAD LIVING TRUST	EVENT DEPOSIT REFUND	100.00
59065	02/08/23	Printed			4591	DUSTY WEBS	DEPOT/CITY HALL CLEANING	225.00
59066	02/08/23	Reconciled		02/28/23	06424(2)	FLO-LINE TECHNOLOGY, INC	WWTP MOTOR RPR	2,121.92
59067	02/08/23	Reconciled		02/28/23	06278	FRONTIER COMMUNICATIONS	WWTP PHONE	253.31
59068	02/08/23	Reconciled		02/28/23	30035	GADREAU, CHANDLER	PW BOOT ALLOWANCE	241.30
59069	02/08/23	Reconciled		02/28/23	07460	GOLD MOUNTAIN CALIFORNIA	EV CHARGING STATION ORDINANCE	132.91
59070	02/08/23	Reconciled		02/28/23	07570	GRAINGER	WWTP TUBINGG	46.51
59071	02/08/23	Reconciled		02/28/23	07570	GRAINGER	WWTP SUPPLIES	22.46
59072	02/08/23	Reconciled		02/28/23	07570	GRAINGER	WWTP LOCK	173.13
59073	02/08/23	Reconciled		02/28/23	07570	GRAINGER	WWTP PUMP	275.26
59074	02/08/23	Reconciled		02/28/23	08070	HANSEN BROS. ENTERPRISES	POUNDS CT BASE ROCK	144.79
59075	02/08/23	Reconciled		02/28/23	08086	HBE RENTALS	SCHOOL ST TOOL RENTAL	95.00
59076	02/08/23	Reconciled		02/28/23	08170	HILLS FLAT LUMBER CO	STMT 1/25/23	449.83
59077	02/08/23	Reconciled		02/28/23	8501	HOLT RENEWABLES	WWTP SOLAR CONST	208,298.70
59078	02/08/23	Reconciled		02/28/23	08501	HOME DEPOT CREDIT SERVICES	SUPPLIES	425.25
59079	02/08/23	Reconciled		02/28/23	08660	HUNT AND SONS, INC.	FUEL	483.04
59080	02/08/23	Reconciled		02/28/23	8661	HYDROCOMPLIANCE	MONTHLY QSP/I&I SWPPP	5,300.00
59081	02/08/23	Reconciled		02/28/23	09540	INTERSTATE SALES	DEPOT & BROWNS SIGNAGE	74.81
59082	02/08/23	Reconciled		02/28/23	19056	KELLER, DONOVAN	2023 BOOT ALLOWANCE	275.00
59083	02/08/23	Printed			11130	KRUGER, INC.	WWTP MOTOR	3,632.05
59084	02/08/23	Reconciled		02/28/23	12200	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES 2023	1,567.00
59085	02/08/23	Printed			13263	MID-SIERRA TOWING	PW VEHICLE TOW	196.66
59086	02/08/23	Reconciled		02/28/23	18400	NAPA AUTO PARTS	SUPPLIES	316.19
59087	02/08/23	Reconciled		02/28/23	14356	NORTHERN CALIFORNIA GLOVE	PW GLOVES	136.00
59088	02/08/23	Reconciled		02/28/23	14356	NORTHERN CALIFORNIA GLOVE	PW GLOVES	93.70
59089	02/08/23	Reconciled		02/28/23	20092	PAMELA BIERY-WINKS	PUBLIC OUTREACH CONSULTANT	600.00
59090	02/08/23	Reconciled		02/28/23	16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS FEB 2023	10,966.95
59091	02/08/23	Reconciled		02/28/23	16035	PG&E	ELECTRICITY	19,728.83
59092	02/08/23	Reconciled		02/28/23	16162	PLACER COUNTY CLERK-RECORDER	2022 ELECTION FEES	2,263.81
59093	02/08/23	Reconciled		02/28/23	16821	PSOMAS	WWTP SOLAR/I&I	21,770.00
59094	02/08/23	Reconciled		02/28/23	19037	SAFE SIDE SECURITY	CORP YARD SECURITY	270.00
59095	02/08/23	Reconciled		02/28/23	19037	SAFE SIDE SECURITY	CORP YARD SECURITY RPR	190.00
59096	02/08/23	Reconciled		02/28/23	19037	SAFE SIDE SECURITY	BALLPARK SECURITY RPR	190.00
59097	02/08/23	Reconciled		02/28/23	19037	SAFE SIDE SECURITY	WWTP GATE RPR	450.00
59098	02/08/23	Reconciled		02/28/23	19037	SAFE SIDE SECURITY	CORP YARD SECURITY FEB 2023	155.00
59099	02/08/23	Reconciled		02/28/23	19037	SAFE SIDE SECURITY	WWTP SECURITY FEB 23	95.00
59100	02/08/23	Reconciled		02/28/23	19575	SHANNA STAHL	SCORE MEETING MILEAGE	179.47
59101	02/08/23	Reconciled		02/28/23	19387(2)	SIERRA FOOTHILLS LITTLE LEAGUE	EVENT DEPOSIT REFUND	100.00
59102	02/08/23	Reconciled		02/28/23	01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	798.99
59103	02/08/23	Reconciled		02/28/23	19743	WILLIAM STOCKWIN	COLFAX CONN EDITING FEB 2023	300.00
59104	02/08/23	Reconciled		02/28/23	19797	SWANA	ANNUAL MEMBERSHIP 5/23-4/24	320.00
59105	02/08/23	Reconciled		02/28/23	19696	SWRCB	WWTP SOLAR ANNUAL PERMIT FEE	652.00
59106	02/08/23	Reconciled		02/28/23	21452	EMMANUEL URSU	PLANNING SVCS DEC 2022	8,868.30

Check Register Report

AP Checks - Feb 2023

Date: 03/02/2023

Time: 3:20 pm

CITY OF COLFAX

BANK: US BANK

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks								
59107	02/08/23	Reconciled		02/28/23	21560	US BANK CORPORATE PMT SYSTEM	STMT 1/23/23	3,135.27
59108	02/08/23	Reconciled		02/28/23	21500	USA BLUE BOOK, INC	WWTP CHAIN KIT	231.89
59109	02/08/23	Reconciled		02/28/23	22135	VISTA COMPLETE CARE	NEW HIRE PHYSICAL	340.00
59110	02/08/23	Reconciled		02/28/23	23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	228.09
59111	02/08/23	Reconciled		02/28/23	23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	19.07
59112	02/08/23	Reconciled		02/28/23	23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	38.58
59113	02/15/23	Printed			01414	ALHAMBRA & SIERRA SPRINGS	WATER	182.41
59114	02/15/23	Reconciled		02/28/23	01413	ALLIANT INSURANCE SERVICES,	PCCOA DINNER INSURANCE CERT	266.00
59115	02/15/23	Reconciled		02/28/23	01448	AMERIGAS - COLFAX	DEPOT PROPANE	198.70
59116	02/15/23	Reconciled		02/28/23	01448	AMERIGAS - COLFAX	DEPOT PROPANE	156.67
59117	02/15/23	Reconciled		02/28/23	01766	AT&T MOBILITY	CITY CELL PHONES	783.51
59118	02/15/23	Reconciled		02/28/23	03401	CHOICE BUILDER	PREMIUMS	464.88
59119	02/15/23	Reconciled		02/28/23	03446	CITY OF FOSTER CITY	MWI JOB POSTING	540.00
59120	02/15/23	Printed			3475	CLARK PEST CONTROL	PEST SVC	508.00
59121	02/15/23	Reconciled		02/28/23	3494	COLANTUONO, HIGHSMITH &	LEGAL MATTER	17,767.00
59122	02/15/23	Reconciled		02/28/23	03650	CRANMER ENGINEERING, INC.	GEOTRACKER	231.00
59123	02/15/23	Printed			4591	DUSTY WEBS	DEPOT/CITY HALL CLEANING	225.00
59124	02/15/23	Reconciled		02/28/23	07150	DAVID C. GARD	REFUND OF RENT OVERPAYMENT	50.00
59125	02/15/23	Reconciled		02/28/23	12200	LEAGUE OF CALIFORNIA CITIES	SAC VALLEY DIV ANNUAL MEMBERSH	100.00
59126	02/15/23	Reconciled		02/28/23	16052	PLACEWORKS	GEN PLAN UPDATE/HOUSING ELEM	5,205.51
59127	02/15/23	Reconciled		02/28/23	16040	PURCHASE POWER	POSTAGE REFILL	503.50
59128	02/15/23	Reconciled		02/28/23	18378	RICHARDSON & COMPANY, LLP	AUDIT SVCS FY 21/22	2,820.00
59129	02/15/23	Reconciled		02/28/23	19762	STS AUTOMATION INCORPORATED	ANNUAL INSTRUMENTATION 2022	1,816.33
59130	02/15/23	Reconciled		02/28/23	19802	SWRCB - STORM WATER SECTION	I&I PERMIT REGISTRATION FEE	600.00
59131	02/15/23	Reconciled		02/28/23	21452	EMMANUEL URSU	PLANNING SVCS JAN 2023	9,468.53
59132	02/15/23	Reconciled		02/28/23	22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS JAN 2023	6,697.50
59133	02/15/23	Reconciled		02/28/23	18883	WAXIE SANITARY SUPPLY	PW SUPPLIES	214.74
59134	02/15/23	Reconciled		02/28/23	23301	WESTERN PLACER WASTE	SLUDGE REMOVAL JAN 2023	373.24

Total Checks: 78

Checks Total (excluding void checks):

370,827.87

Total Payments: 78

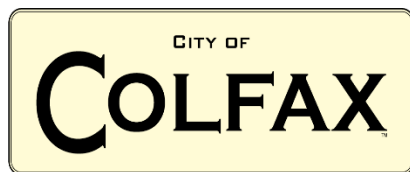
Bank Total (excluding void checks):

370,827.87

Total Payments: 78

Grand Total (excluding void checks):

370,827.87



City Council Minutes

Regular Meeting of Colfax City Council

Wednesday, March 8, 2023

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1 **CLOSED SESSION** (No Closed Session)

2 **OPEN SESSION**

2A. **Call Open Session to Order** - Mayor Burruss called the open session to order at 6:00 pm

2B. **Report from Closed Session** – No Closed Session

2C. **Pledge of Allegiance**

2D. **Roll Call**

Present: Councilmember Lomen, Councilmember Douglass, and Mayor Burruss

Absent: Councilmember Ackerman, Mayor Pro Tem Mendoza

2E. **Approval of the Agenda Order**

By **MOTION**, accept the agenda as presented.

MOTION made by Councilmember Lomen and seconded by Councilmember Douglass, and approved unanimously.

3 **CONSENT CALENDAR**

3A. **Minutes**

Recommendation: By Motion, approve the Colfax City Council minutes of 2/22/23.

By **MOTION**, approve the consent calendar.

MOTION made by Councilmember Lomen and seconded by Councilmember Douglass, and unanimously approved.

4 **AGENCY REPORTS**

4A. **Placer County Sheriff's Office** – Sgt Kevin Griffiths, Colfax Station Commander went over recent storm responses.

4B. **CHP** – Public Information Officer Jason Lyman spoke about snow and recent rain accumulation and its effect on traffic conditions.

4C. **Placer County Fire/CALFIRE** – Deputy Chief Bob Counts provided response statistics for February and upcoming storm preparedness.

4D. **Non-Profits** – Nothing to report from Non-Profits.

5 **PRESENTATION** (No Presentation)

7 **PUBLIC COMMENT**

Tim Dion spoke about cannabis products that were displayed at the previous City Council Meeting and spoke about Adult-Use Licensing. Jane stated that the audio was difficult to follow on ZOOM.

8 **COUNCIL AND STAFF**

8A. **Committee Reports and Colfax Informational Items – All Councilmembers** – Councilmember Douglass described a recent Placer City and County Officials Association Dinner that he attended at the Independent System Operator power grid. Mayor Burruss spoke about bringing forward an ordinance to provide mitigation plans for storms. She also announced that the Colfax High School

Girls' Basketball Team won the NorCal championships and would be playing at the State Championships at Golden One Center. Councilmember Douglass also added that all of the student-athletes on the team have 4.0 averages.

- 8B. **City Operations Update – City Manager** City Manager Heathcock provided an update about the CAL OES/FEMA 6-million-dollar grant that could be used to replace siding, windows, and roofing for home hardening and stated that CAL OES had completed their review and now it is in review with FEMA.

9 **COUNCIL BUSINESS**

9A. **Mayor Pro Tem Mendoza Leave of Absence**

Recommendation: Discuss and consider adopting Resolution 11-2023 permitting a medical leave of absence for Mayor Pro Tem Mendoza.

Item was discussed by Council.

By **MOTION**, approve Item 9A as presented.

MOTION made by Councilmember Lomen and seconded by Councilmember Douglass, and approved unanimously.

Councilmember Lomen proposed that Councilmember Douglass serve as interim Mayor Pro Tem.

By **MOTION**, approve Councilmember Douglass to serve as Mayor Pro Tem while Mayor Pro Tem Mendoza remains on medical leave.

MOTION made by Councilmember Lomen and seconded by Mayor Burruss, and approved unanimously.

10 **GOOD OF THE ORDER**

Councilmember Douglass announced that the Colfax High School Girls Soccer Team won the Division 4 final. He also explained an issue with communication from Caltrans regarding road closures. Council supported the Mayor's proposal to have an item on the next agenda to address the private road mitigation plans for the future.

11 **ADJOURNMENT**

As there was no further business on the agenda, Mayor Burruss adjourned the meeting, by motion and without objection at 6:30 pm. Respectfully submitted to City Council this 12th day of April, 2023.



Marguerite Bailey, City Clerk



Staff Report to City Council

FOR THE APRIL 12, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Information Only

Summary/Background

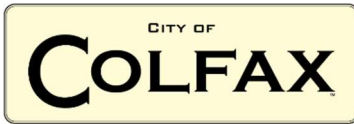
Annually, the City collects delinquent sewer and garbage (on behalf of Franchisee) charges which have accrued, together with the interest thereon, on the Placer County Tax Rolls in the same manner and at the same time as general property tax.

Staff has initiated the process for FY2022-2023 collection and is providing the schedule of activities for Council information.

City of Colfax - 2022-2023 Auditor Direct Charges Schedule of Activities for Placing Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Compile delinquent report - City Sewer	City	5/8/2023	All accounts > 60 days past due
Compile delinquent report - Recology Garbage	Recology	5/8/2023	Recology submits delinquent list to City
Recology submits draft delinquent letter to City for review	Recology	5/8/2023	
City sends Delinquent Letter to affected property owners	City	5/19/2023	Same letter as last year - Describes processing and hearing date
Recology sends Delinquent Letter to affected property owners	Recology	5/19/2023	Same letter as last year - Describes processing and hearing date
Public Hearing Notice - Auburn Journal	City	5/31/2023	Must be noticed for two consecutive weeks - same notice as last year. Needs to be to newspaper by 5/23/2023
Public Hearing Notice - Auburn Journal	City	06/07/2023	Must be noticed for two consecutive weeks - same notice as last year.
Hold Public Hearing - Sewer and Garbage combined hearing	City	6/14/2023	Regularly scheduled Council Meeting
Resolutions to place delinquents on Tax Rolls	City	6/14/2023	Council confirms sewer and garbage reports and placing liens
Submit Unsecured amounts to County	City	6/28/2023	Final date to be submitted to County*
Submit Secured amounts to County	City	7/24/2023	Final date to be submitted to County*

*Estimated date based on previous years - pending final notification from Placer County



Staff Report to City Council

FOR THE APRIL 12, 2023 REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Laurie Van Groningen, Finance Director
Subject: Quarterly Sales Tax Analysis – Quarter Ended December 31, 2022

Budget Impact Overview:

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

Summary/Background

City staff provides a quarterly report on Sales and Use Tax revenues as quarterly information is available. We have received the final Accounting for Sales and Use Tax revenues for the quarter ended December 31, 2022, which is the second quarter of fiscal year 2022-2023.

As reported in the chart below, sales tax revenues for the quarter ended December 31, 2022 increased 19% as compared to the same quarter last year, but was 14% lower as compared to the previous quarter (12/31/2022).

	QE 09/30	QE 12/31	QE 03/31	QE 06/30	Total Fiscal Year Actuals	Fiscal Year Budget	Actuals as % of Fiscal Year Budget	Actuals to Budget Difference
Fiscal Year 2022-2023	\$ 410,913	\$ 353,933	\$ -	\$ -	\$ 764,846	\$ 1,297,800	59%	
Fiscal Year 2021-2022	\$ 300,458	\$ 298,414	\$ 378,914	\$ 414,444	\$ 1,392,230	\$ 1,260,000	110%	\$ 132,230
Fiscal Year 2020-2021	\$ 391,444	\$ 340,379	\$ 326,981	\$ 365,994	\$ 1,424,798	\$ 1,250,000	114%	\$ 174,798
Fiscal Year 2019-2020	\$ 457,737	\$ 320,975	\$ 370,903	\$ 374,688	\$ 1,524,302	\$ 1,450,000	105%	\$ 74,302
% Change - Previous Calendar Qtr	-1%	-14%						
% Change - Same Qtr - Prev Year	37%	19%						

Fiscal and Budget Impacts

The budget for the current fiscal year was forecasted at a conservative 3% growth over the 2021-2022 fiscal year budget and equates to 93% of the actual revenues received in the last fiscal year.

Sales tax revenues are very difficult to predict. It is our best estimate that the fiscal year budget projection is still valid. Even though the tax revenues are at 60% of the budget halfway through the fiscal year – we have been advised of several businesses closing or moving business which will have an adverse impact on the balance of the year. We have also been advised that two businesses incorrectly reported revenues to our jurisdiction – and we expect those adjustments to be made in the current quarter (period ending March 31, 2022). On the positive side, we have new businesses in this fiscal year which have been ramping up revenues.

Staff will continue to monitor and provide updates as additional information is available.

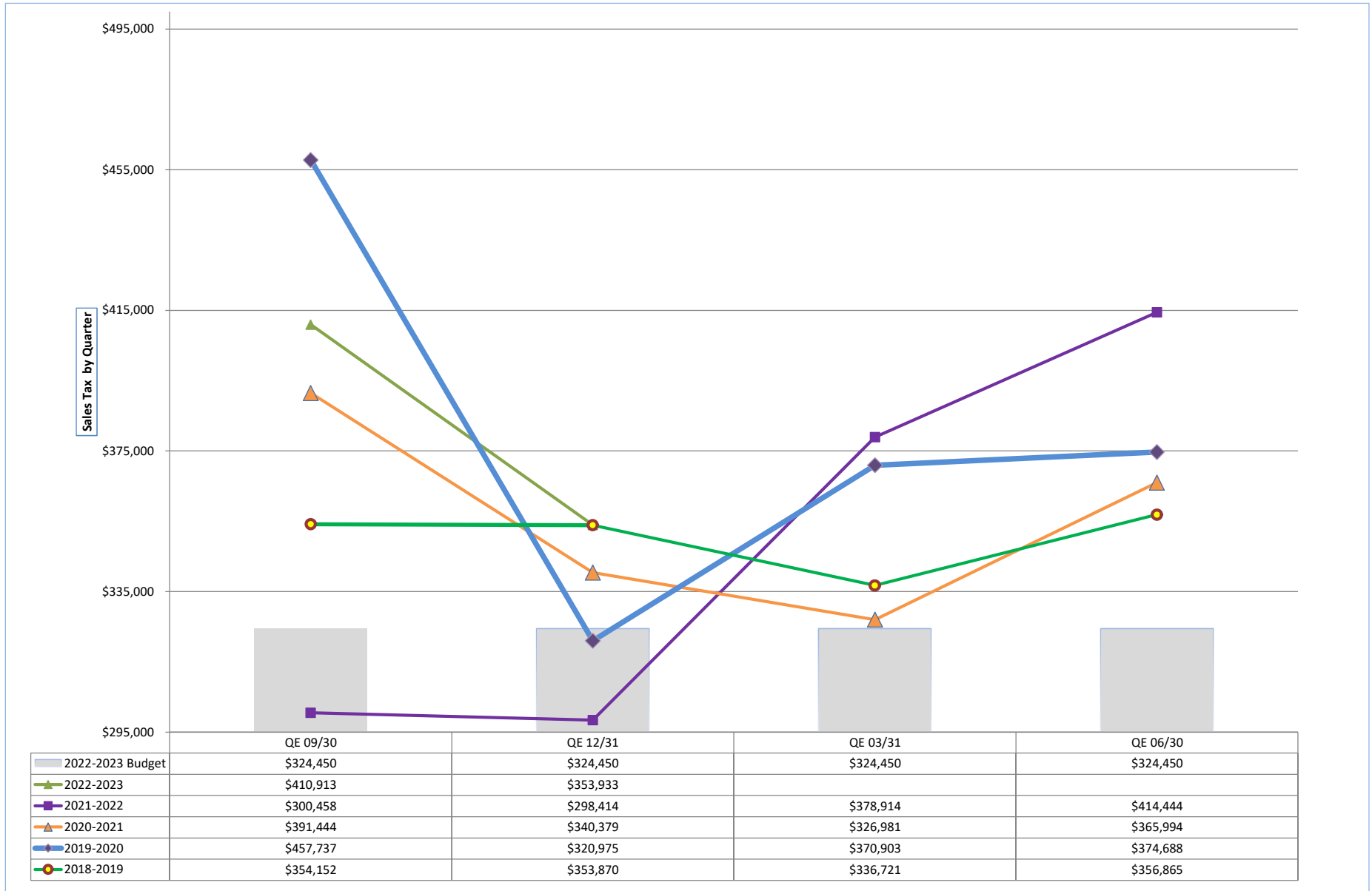
Attachments:

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

City of Colfax

Retail Sales and Use Tax Revenues

(Actuals through Quarter Ended 12/31/2022)



City of Colfax

Sales and Use Tax Revenues

City of Colfax Sales and Use Tax Revenue History

	Actuals	Change	% Change
1999-2000	\$ 478,169		
2000-2001	\$ 484,801	\$ 6,632	1%
2001-2002	\$ 592,392	\$ 107,591	22%
2002-2003	\$ 581,749	\$ (10,643)	-2%
2003-2004	\$ 601,276	\$ 19,527	3%
2004-2005	\$ 707,515	\$ 106,239	18%
2005-2006	\$ 749,583	\$ 42,068	6%
2006-2007	\$ 752,431	\$ 2,848	0%
2007-2008	\$ 648,989	\$ (103,442)	-14%
2008-2009	\$ 540,051	\$ (108,938)	-17%
2009-2010	\$ 538,549	\$ (1,502)	0%
2010-2011	\$ 551,953	\$ 13,404	2%
2011-2012	\$ 571,943	\$ 19,990	4%
2012-2013	\$ 706,828	\$ 134,885	24%
2013-2014	\$ 928,729	\$ 221,901	31%
2014-2015	\$ 956,342	\$ 27,613	3%
2015-2016	* \$ 1,104,357	\$ 148,015	15%
2016-2017	\$ 1,103,560	\$ (797)	0%
2017-2018	\$ 1,370,741	\$ 267,181	24%
2018-2019	\$ 1,401,608	\$ 30,867	2%
2019-2020	\$ 1,524,302	\$ 122,694	9%
2020-2021	\$ 1,424,789	\$ (99,513)	-7%
2021-2022	\$ 1,392,230	\$ (32,559)	-2%

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



Staff Report to City Council

FOR THE APRIL 12, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
Subject: Sewer Rate Study Agreement – Hansford Economic Consulting

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount: \$32,978	Fund(s): 560
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RECOMMENDED ACTION: Adopt Resolution __-2023 authorizing the City Manager to execute an agreement with Hansford Economic Consulting to conduct a sewer rate study in an amount not to exceed \$32,978.

Summary/Background

Government Code 53756 authorizes the adoption of a sewer adjustment schedule of fees or charges of a property related charge for a period not to exceed five years. The City of Colfax sewer rate study adopted in 2018 schedule of fees expires June 30, 2023, therefore, the City will need to conduct a new rates study to determine future schedule of fees for the sewer enterprise fund. Furthermore, it is prudent to evaluate sewer rates to maintain a solvent enterprise service to the community.

A sewer rate study request for proposals was issued on February 1, 2023. The intention of the study is to confirm the validity of the Capital Improvement Plan, confirm the rates for operation of the Wastewater Treatment Plant and collection system, reaffirm the methodology developed for billing, and look at creative ways to address servicing the debt. The RFP closed on March 8, 2023. The services requested include:

- Data collection and development
- Creative solutions for cost savings
- Fee calculation and analysis
- Draft report and presentation to staff/City Council
- Proposition 218 process as necessary
- Final City Utility Rate Presentation in a Public Hearing.

The City of Colfax received four proposals and staff interviewed the top two firms – Lechowicz & Tseng and Hansford Economic Consulting (HEC). The proposed services, staffing and costs of HEC proved most effective for the City’s needs. HEC has extensive experience working with utility rate studies in small communities and identifies potential opportunities to for alternate funding.

Fiscal Impacts

The Sewer Rate Study was approved in the FY 2022/23 budget in Fund 560. The HEC services plus a 10% contingency are in an amount not to exceed \$32,978.

Attachments:

1. Resolution __ - 2023
2. HEC Proposal
3. HEC Agreement

City of Colfax City Council

Resolution No. __-2023

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HANSFORD ECONOMIC CONSULTING TO CONDUCT A SEWER RATE STUDY IN AN AMOUNT NOT TO EXCEED \$32,978

WHEREAS, Government Code 53756 authorizes the adoption of a sewer adjustment schedule of fees or charges of a property related charge for a period not to exceed five years; and

WHEREAS, The City of Colfax sewer rate study adopted in 2018 schedule of fees expires June 30, 2023; and,

WHEREAS, A sewer rate study was released February 1, 2023, receiving 4-proposals; and,

WHEREAS, Staff interviewed the top two firms and determined Hansford Economic Consulting proved most effective for the City’s needs.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Colfax authorizes the City Manager to execute an agreement with Hansford Economic Consulting to conduct a sewer rate study in an amount not to exceed \$32,978.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Council Meeting of the City Council of the City of Colfax held on the 12th of April 2023 by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey, City Clerk

HANSFORD

ECONOMIC CONSULTING

Proposal to the City of Colfax:

Wastewater Rate Study

Submitted:
March 1, 2023

HEC No. 230401

HANSFORD ECONOMIC CONSULTING

PO Box 10384
Truckee, CA 96162

Phone: 530-412-3676
Email: catherine@hansfordecon.com

March 1, 2023

Ms. Marguerite Bailey, City Clerk
City of Colfax
33 S Main Street
Colfax, CA 95713

Subject: **Wastewater Utility Rate Study**

Dear Ms. Bailey:

Hansford Economic Consulting (HEC) is pleased to submit our proposal to prepare a Wastewater Utility Rate Study for the City of Colfax (City). HEC and its Principal, Catherine Hansford, bring more than 25 years of experience in municipal finance with specialization in the water industry. With a proven track record of completed projects and references listed herein, HEC offers the necessary skill set for successful, straightforward execution of the Study.

HEC appreciates the challenge of balancing equity, feasibility, and customer acceptance goals when approaching utility rate changes. HEC will strive to help the City to operate the wastewater system to meet all regulatory requirements with reasonable rates. We typically work with small cities (population less than 10,000), and we are located less than one-hour travel time from Colfax.

HEC has one amendment to the City's Standard Agreement. Section 14. Ownership of Documents, to insert the underlined below.

It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant; however, that any proprietary formulas are ownership of the Consultant, in which case spreadsheets will be provided in locked-cell format.

We look forward to hearing from you. Please direct all correspondence to catherine@hansfordecon.com, or call me at (530) 412-3676.

Yours Faithfully,



Catherine R. Hansford, Principal
HANSFORD ECONOMIC CONSULTING LLC

Federal Tax ID: 83-3944362

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Section 3. Consultant Qualifications

a. Background and Experience

Hansford Economic Consulting LLC (HEC), self-member LLC, provides planning, economic, and financial services to public and private clients in the Western United States. The company is owned and managed by Catherine Hansford, an applied economist with more than 25 years of experience.

Catherine can be reached at PO Box 10384, Truckee CA 96162.
Email: catherine@hansfordecon.com or phone: (530) 412-3676.

HEC clients include regional agencies, counties and cities, special districts, non-profits, private entities, and homeowner associations. HEC's services include:

- Water Utilities Resource Planning, Rate and Fee Studies
- Infrastructure Networks Analysis
- Agency Governance, Mergers & Organization
- Fee Nexus Studies
- Public Facilities and Services Financing Plans
- Economic Development & Business Impact Analysis
- Fiscal Impact Studies

Our high-quality work products span a breadth of land and water resource related topics that touch our human communities and environments. HEC endorses progressive and adaptive planning, understanding that plans are useful only if they are comprehensive, relevant to the specific local conditions, and lead to implementation.

HEC synthesizes ideas with data to produce deliverables that exceed client expectations. Our approach is especially desirable when working on sensitive community issues with a divergent customer base and/or the interests of multiple stakeholders. HEC appreciates the challenge of balancing equity, feasibility, and public acceptance goals when approaching fee studies. Water fees/charges/assessments/taxes are sensitive topics and our approach has been proven successful. HEC works with clients to find the best solutions for their own unique circumstances by listening to and collaborating with them; this is what sets HEC apart from our competition.

HEC is committed to a positive experience with an outcome that provides concrete steps forward; we strive to offer solutions that are legally grounded and follow best practices. Our financial models have withstood the scrutiny of California's municipal finance laws.

HEC's Principal, Catherine Hansford, is the Project Leader. Catherine's leadership is most advantageous for this project because of her experience working on wastewater rate studies and working with the State Water Resources Control Board (SWRCB) Revolving Fund (SRF) program. Some of Catherine's key attributes and experiences of relevance include:

- **Catherine has worked for a water agency.** Catherine understands the process to adopt new fees and charges. Being an employee at a water agency; having to implement actions, not just recommend them, has provided Catherine with valuable insight to the public process. In addition, Catherine has spearheaded strategic planning efforts to help agencies and communities define their goals and set achievable action items. These skills help with fee-setting, which is often a very difficult topic for decision makers.
- **Catherine is an economist, not an engineer.** An economist brings a different perspective to what is often viewed as an engineering issue, but that in fact is far broader. Catherine appreciates that issues need to be understood, and people need to be heard, before embarking on practical solutions and reasonable recommendations. Catherine takes the effort to understand the customer base and relationships of stakeholders, performing demographic and economic research, visiting the area being studied, conducting meetings (as much as possible) in-person, and framing the bigger picture (what is the importance of the project regionally, locally, fiscally).
- **Catherine is skilled at presenting in a way that everyone can understand.** In 2013, 2017 and 2019, Catherine Hansford gave a 3-hour class on water rate and fee setting for the Nevada Rural Water Association. The class was held at the Truckee Meadows Community College and video-broadcast to colleges throughout the state of Nevada. Catherine has presented at AWWA conferences, California Rural Water Association conferences, Nevada Water Resources Association conferences, at leadership summits at the University of Nevada, Reno, and at science conferences.
- **Catherine puts together the right team for the project.** Catherine has a network of colleagues to enlist for projects: engineers, municipal finance advisors, bond counsel, communications strategists, hydrologists, designers, special tax consultants, assessment district experts, legal counsel, and proof-readers. Catherine puts together the right team for the project, but if it turns out an expertise is missing, Catherine can bring in the right person.
- **Catherine is tenacious in securing the best terms for her clients.** HEC assisted the Donner Summit Public Utility District (DSPUD) secure the first California Clean Water State Revolving Fund (CWSRF) planning loan to finance the significant planning costs associated with their wastewater treatment plant upgrade project in July 2010. Also, for the for the same project, HEC helped DSPUD obtain refinancing of debt in the State through the California CWSRF (saving customers \$3.5 million in repayment). The wastewater treatment plant upgrade led to the first snow making from a recycled water permit in California. Soda Springs Ski Resort is the main recipient.
- **Catherine has crafted infrastructure financing plans for public entities, analyzed the feasibility of new funding mechanisms, and helped create fee programs since 1997.** As demonstrated in this proposal, Catherine has a wealth of knowledge about different funding mechanisms allowed under California's law, and she has helped staff implement the new funding mechanisms.

b. Consultants

Catherine Hansford will serve as Project Leader and Manager. Catherine has all the necessary professional skills and knowledge to complete the project; she will lead and manage the project, coordinate meetings and respond directly to City staff and leaders. Schaelene Rollins will provide public outreach and communication services, and will create the content and design of the Proposition 218 required notices. Our Project Team carries these core strengths:

- More than 30 years of experience in municipal finance, planning, and economic services.
- Specialization in water utilities public finance.
- Small project team; hands-on and readily accessible.
- Large portfolio of completed rate, user fee, assessment, special tax, property tax, sales tax, development impact fee and connection fee studies.
- Located within a 1-hour drive of Colfax; readily available for in-person meetings.
- Full public outreach services from mailers to workshops to public notices (including Proposition 218 notice).

HANSFORD
ECONOMIC CONSULTING

Catherine Hansford
Principal

Utility Rate Studies • Municipal Finance • Water Resources Planning • Economic Analysis

Catherine is a practitioner of financial, economic, and resource sciences. As a professional for more than 20 years, Catherine has built a reputation for creative problem solving, excellent speaking skills and written products. Catherine combines her powerful analytical skills with the invaluable ability to take complex topics, distill them into key components, and deliver relevant information in a clear and concise manner. She is particularly sensitive to the public process required to address most municipal finance issues; her presentations are crafted so that public finance decisions are understood, even if constituents do not favor them.

“Catherine is a rare combination of powerful analytical skills with an extraordinary ability to assess the big picture.”

Lori Williams, Liberty
Utilities Energy
Efficiency Manager

Experience

Catherine has worked in both the public and private sectors over the course of her career. In the public sector, Catherine worked as a senior planner for the Truckee Meadows Water Authority (TMWA), performing management analyst functions such as cost-benefit analysis, managing interlocal agreements, performing rate and fee studies, and working with stakeholders. Catherine served as liaison/chair between TMWA and various customer groups. These included a Rate Making Review Committee and Landscape Subcommittee. Catherine served as the Chair of the Advisory Committee on Conservation for the Washoe County Regional Water Planning Commission from 2003 through 2005.

In the private sector, Catherine worked for Economic and Planning Systems (Sacramento office) helping clients with municipal bond sales, financing plans, special district formation, user fee studies, fiscal studies, and nexus fee studies. At ECO:LOGIC Engineering (now Stantec), Catherine specialized in water utilities public financing. Since 2005, Catherine has been the owner and principal of HEC, engaging in municipal planning and finance issues, primarily in the water industry.

Education

Master of Science, Agricultural Economics, University of Nevada, Reno

Bachelor of Science, Rural and Environmental Economics, University of Newcastle-upon-Tyne, UK

Career

Hansford Economic Consulting	Principal	Truckee, CA
ECO:LOGIC Engineering	Senior Economist	Rocklin, CA
Truckee Meadows Water Authority	Senior Water Planner	Reno, NV
Economic and Planning Systems	Senior Associate	Sacramento, CA

Presentations and Publications

Funding Groundwater Management Programs, How Fees were established for Two New Agencies tasked with Groundwater Sustainability, *2021 Nevada Water Resources Association Conference*

Water Rights for Sale: Know what you're Selling or Buying, *2020 Schroeder Law Offices Webinars*

Utility Financial Planning: Facility Funding Options and Different Types of Fees, *3-Hour Videoconference class for the Nevada Rural Water Association, 2019*

Stormwater Rate Calculation, *2018 Tri-State Seminar, Las Vegas*

Western US Water Issues, *2018 Women In Economics, University of Nevada Reno*

Funding for Flood Facilities, *2017 Nevada Water Resources Association Fall Event*

Financial Management: Understand your Cost Structure, Customer Cost-Share Responsibilities and Funding Options, *3-Hour Videoconference class, Nevada Rural Water Association (multiple times)*

Successful Strategic Planning Starts with Understanding Your Financial Position and Engaging a Wide Range of Stakeholders, *2014 Nevada Rural Water Association Conference*

The Cost of Rectifying Over-Appropriation of Groundwater in Diamond Valley, *2014 Nevada Water Resources Association Conference*

Rate Setting Fundamentals: Math or Art? *2013 Nevada Rural Water Association Conference*

A Misunderstood Relationship: Economic Vitality and Environmental Improvement in the Tahoe

Basin, 2012 Tahoe Science Conference

What is a Reasonable Water Rate? 2011 Nevada Water Resources Association Conference

Projecting Population and Employment: A Platform for Projecting Water Purveyor Demands in an Urban Area, 2003 Nevada Water Resources Association Conference

Water Conservation Recommendations from a Consumer Outreach Group, 2002 AWWA Cal-Nev Section Conference

“Setting and Assessing the Impact of Water-Related Development Fees”, The Water Spot, First Joint issue of the Nevada Water Environment Association and Nevada Water Resources Association, Winter 2017.

■ **Water Utilities Resource Planning, Rate and Fee Studies**

- ❖ *Linden County Water District – Water and Wastewater Rate Study*
- ❖ *Lockeford Community Services District – Water Rate Study*
- ❖ *Calaveras Public Utility District – Connection and Capacity Fees Study*
- ❖ *Sierraville Public Utility District – Water Rate Study*
- ❖ *Sierra County Waterworks District #1 – Water Rate Study*
- ❖ *Salinas Valley Basin Groundwater Sustainability Agency – Sustainability Fee Study and Implementation*
- ❖ *Merced Irrigation Urban Groundwater Sustainability Agency – Sustainability Fee Study and Implementation*
- ❖ *Bishop Paiute Tribe – Water and Wastewater Rates Study*
- ❖ *Midway Heights County Water District – Potable and Raw Water Rates Study*
- ❖ *Heather Glen Community Services District – Water Rate and Consolidation Feasibility Studies*
- ❖ *American Valley Community Services District – Water and Wastewater Rates, Connection Fees, and Administrative Fees Study*
- ❖ *Gold Mountain Community Services District – Water and Wastewater Rates, Connection Fees, and Administrative Fees Study*
- ❖ *Woodbridge Sanitary District – Wastewater Rate Studies*
- ❖ *South Placer Municipal Utility District - Wastewater Rates and Capacity Fees Study*
- ❖ *Donner Summit Public Utility District - Wastewater System Upgrades Financing Plan and Cost of Service Study, Water Rate Study, and Wastewater Capacity Fees Study*
- ❖ *Alpine County – Effluent Management and Pricing Study*
- ❖ *Georgetown Divide Public Utilities District – Wastewater Rates, Connection Fees, and Administrative Fees Study*
- ❖ *Amador Water Agency – Wastewater Capacity Fees Study*
- ❖ *City of Live Oak – Water and Sewer Rate Studies*
- ❖ *City of Waterford – Water Rate Study*
- ❖ *City of Livingston - Water, Wastewater and Solid Waste Rate Studies*
- ❖ *City of Escalon – Water and Wastewater Rate and Capacity Fee Studies*
- ❖ *City of Turlock - Water Rate and Recycled Water Pricing Studies*

- ❖ *City of Riverbank* - Wastewater Rates and Recycled Water Pricing Studies
- ❖ *City of Colusa* - Wastewater Revenue Program
- ❖ *City of Newman* - Water and Sewer Rate Studies
- ❖ *City of Fernley* – Water and Sewer Rate Studies
- ❖ *Minden-Gardnerville Sanitation District* – Wastewater Rates, Capacity Charges and Administrative Fees Study
- ❖ *Washoe County* – Spanish Springs Wastewater Connection Fee Analysis
- ❖ *Wingfield Springs HOA* – Recycled Water Feasibility Study
- ❖ *Eureka County* – Water and Sewer Rates and Consolidation Feasibility Study
- ❖ *City of Ashland* – Water, Sewer, Transportation, and Storm Water Rate Studies
- ❖ *City of Coos Bay* – Wastewater Treatment Plant #2 Cost Share with Charleston SD
- ❖ *Spring Creek Homeowners Association* –Water and Wastewater Rates Expert Analysis

■ Other Relevant Studies

- ❖ *Truckee Meadows Regional Planning Agency* - Status of Sanitary Sewer, Solid Waste, Flood Control, Potable Water, and Groundwater Aquifer Recharge Chapter of the Regional Plan
- ❖ *City of Reno* – Peavine Mountain Watershed - West Wash Dam Rehabilitation Economic Appendix (Benefit-Cost Analysis) prepared for the USDA Natural Resources Conservation Service
- ❖ *California State Parks, Tahoe Regional Planning Agency and the US Army Corps of Engineers* - Economic Analysis for Restoration of the Upper Truckee River
- ❖ *Truckee Tahoe Airport District* – Fiscal Impact Study and Budget Development
- ❖ *Midway Heights County Water District* – Strategic Plan
- ❖ *City of Williams* – Development Impact and User Fee Update
- ❖ *City of Winters* – Citywide Development Impact Fees and Drainage Impact Fees Update Studies
- ❖ *City of Sacramento* – Development Impact Fees Review, Best Practices
- ❖ *Mountain Housing Council* – Comparison of Regional Development Fees
- ❖ *City of West Sacramento* – Flood In-lieu Fee Study Update
- ❖ *Placer County* – East and West County Affordable Housing Fee Nexus Studies
- ❖ *Squaw Valley PSD* – Water and Wastewater Public Services Financial Analysis
- ❖ *Eureka County* – Economic and Financial Analysis of a Potential Diamond Valley GID for retirement of water rights in an over-appropriated basin
- ❖ *Gold Country Water System* – System consolidation financial feasibility
- ❖ *Western Regional Water Commission* – Financing Chapter of the Regional Water Management Plan Update
- ❖ *Carson City* – Clear Creek Development Sewer and Roads Financing Study and Local Roads Financing Plan
- ❖ *Washoe County* - Financial and Functional Analysis of Water Service to the South Truckee Meadows General Improvement District
- ❖ *City of Carson City* – Marlette Water System Merger Financial Analysis
- ❖ *Truckee Meadows Authority* - Financial Due Diligence for consolidation of water service with Washoe County



Schaelene Rollins

c: 916.397.1915 ● RollinsPRconsulting@gmail.com

Summary

Twenty-seven-year veteran of public relations and outreach with 24 years specifically working with municipalities in outreach campaigns that effectively communicate and engage the public. Experienced in gauging public sentiment through interviews, polling, surveying and general research. Broad experience in managing public outreach programs for informational and educational purposes or for more formal outreach efforts such as those required under CEQA or for rate increase hearings and fee adoptions. Skilled at consensus building and working with governing boards and councils.

Professional Experience

Freelance Strategic Consultant, 2011-current

- Work in tandem with clients to develop and implement public outreach plans and elements to obtain identified outreach goals and objectives.
- Conduct strategic planning sessions to identify mission, vision and short- long-term strategic plans for special districts and small communities.
- Conduct public outreach and notification as required by the California Constitution, ballot initiatives, public noticing for CEQA, and fee-setting projects.
- Provide research strategy and execution.
- Facilitate stakeholder meetings, workshops and public hearings.
- Write copy for program materials: newsletters, brochures, flyers, bill inserts, advertisements; coordinate design and printing of materials; write and post social media content.
- Develop website content.

*Crocker & Crocker Communications, Client Services Manager (part-time contract) 2004-2017;
Account Supervisor - 1997-2000*

Rogers & Associates, Onsite Media Specialist, CA Dept. of Health Services – 2000-2002

Dairy Council of California, Communications Manager – 2002-2004

Latimer Burch Public Relations, Account Executive - 1996-97

Prima Publishing – Publicity Coordinator - 1994-95

Education

California State University, Chico-Bachelor of Arts, English 1994

California State University, Chico-Technical Writing Certificate Program 1994

Regular participation in industry related webinars, seminars and conventions

c. Scheduling

The rate study will take about three months to complete. With the additional waiting period for the public noticing, it is anticipated that the public hearing would be held October 11, 2023. The City sends bi-monthly bills; therefore, the new rates could be implemented either November 1, 2023, or January 1, 2024, depending on whether the City adopts rates by resolution or ordinance.

**Figure 1
Preliminary Schedule**

Task	2023									
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1. Orientation & Project Management		■	■ Project management							
2. Data Collection & Input		■								
3. Wastewater Rates Analysis			■	■	■					
4. Public Outreach					■	■	■			
5. Cost of Service Report					■	■	■			
6. Implementation Support (Optional Task)						■	■ 45-Day Notice Period	■		■ New Rates

d. Cost Control

HEC has a reputation for delivering projects on schedule in a professional manner and within budget. HEC has earned a reputation for being open-minded, patient, thorough, and excellent at communicating with decision makers.

“Catherine and Schaelene, we so much appreciate your expertise and guidance over this past year. Seems like it was just last week when we met with you in Truckee to learn how you could help us. Boy were we clueless back then and actually, somewhat frightened about the prospect of tackling a rate increase. Beside the mounds of data compilation you completed to bring a set of rates to meet our objectives, you brought clarity to what we needed to accomplish and how to go about doing it. Thank you! It has been a pleasure working with you both and we look forward to continuing our relationship.” *Cary Curtis*, Board President, **Gold Mountain Community Services District**

“Hansford Economic Consulting has helped take our Regional Water Plan to a higher level. Her firm’s work is thorough, accurate, and well presented; it’s executed with the highest level of professionalism. I would not hesitate to highly recommend Hansford Economic Consulting to any of my colleagues.” *Jim Smitherman*, Retired Program Manager, **Western Regional Water Commission**

Section 4. Description of Analysis

Project Understanding and Objectives

The City of Colfax (City) needs to update its wastewater rates to ensure revenue sufficiency for continued operations and capital expenses that are necessary to replace aging infrastructure. A cost-of-service analysis needs to be conducted to demonstrate whether customer categories are paying for their cost share of the utility systems.

Utility rates must be studied on a routine basis to ensure that the utility enterprise funds are achieving revenue sufficiency in the most equitable fashion. Any recommended increases must be robust in determination and clearly understood by the public. HEC anticipates that fairness or equity of rates will be closely scrutinized; standard industry practices will be followed in the rate-setting process. HEC is knowledgeable in the requirements of Proposition 218 and will ensure that California legal requirements are met.

HEC's goal is to enable the City to make informed decisions and to increase customer understanding and knowledge of the wastewater services so that financial decisions are understood, even if they are not favored. HEC's methodology focuses on all parties paying their fair share of system costs so that one customer group is not subsidizing another. HEC will examine financial equity among current users through the cost-of-service analysis. The rate study will:

- 1) Ensure rates recover the revenue required to operate the wastewater utility in a safe manner and in compliance with existing and anticipated regulations including ongoing operations and maintenance, completion of major rehabilitation and new capital improvement projects, and debt service payments.
- 2) Document the cost allocation methodologies such that calculated rates adhere to legal requirements of the California constitution, and government accounting best practices.
- 3) Provide a financing plan for timely completion of planned capital improvements.
- 4) Calculate five years of rates that will ensure the financial stability of the wastewater enterprise fund.

The recommended rate schedule will be designed to achieve reasonableness, equity among customer groups, and compatibility with the City's billing software, and will be both understandable and easy to implement.

This proposal includes public outreach in an optional implementation task. Whenever ratepayers are going to be financially impacted, it's better to communicate and educate them early in the process. It's also beneficial to give them a voice and opportunity to comment during the process

before new rates are adopted. Early outreach helps build trust and ultimately, assists with gaining acceptance for the new rates with little opposition.

Part of the education effort is bringing these “hidden” utilities out in the open. Most people do not think about how water is safely treated and delivered or what happens when a toilet is flushed or sink emptied. Customers are typically not aware of the projects or operations and maintenance efforts required to keep utilities running properly and in compliance with local, state and federal regulations. These are some of the critical messages to be conveyed prior to a rate adjustment.

Work Plan Approach

Best practices are followed to ensure the quality and legal standing of our work. Our utility fee and rate models have withstood the scrutiny of California’s rate-setting laws, which are rigorous for tests of reasonableness and cost-of-service demonstration.

HEC proposes dividing the work program into two steps:

1. **Perform rate study** - HEC will provide the utility rate study.
2. **Implementation** - HEC will work closely with the City to communicate effectively with the customer base the reasons for fee adjustments, including any proposed change in rate structure. Schaelene Rollins will assist with making proceedings as transparent as possible.

HEC customizes rate and fee models for each client’s needs. HEC will craft multi-year financial models in Microsoft Excel, giving the ability to test various key assumptions, such as operating reserve levels, different capital financing scenarios, and rate structures. All assumptions used in the models will be clearly defined, and tables will be presented in an easily understandable format. The models may include several scenarios; all scenarios will be defined and a baseline scenario will be developed, which will serve to evaluate the impact of changes to any key model assumptions.

Section 5. Workplan and Schedule

Proposed Scope of Services

The proposed scope of services to complete the Study is described in the following tasks. Tasks one through four provide the analysis, calculations and report, and task five is an optional implementation task to adopt revised rates and fees. A summary of the scope of each task is detailed below.

1: Orientation, Data Collection and Project Management	<p>In-person or virtual kick-off meeting.</p> <p>HEC will provide a list of data and information needs to be provided by the City. City policies and study objectives will be discussed.</p>
2: Determine the Revenue Requirement and Craft a Financial Plan	<p>HEC will review the utility fund to establish the historical and current financial health of the utility system. The amount of revenue that needs to be raised over the next five years will be projected based on model assumptions that will be developed by HEC with City staff input.</p> <p>A financial plan will be developed for the capital improvement projects costs and a cash flow projection will demonstrate sufficiency of funding for the next five years to pay for operations and capital costs.</p>
3: Conduct Cost of Service Analysis and Rate Calculations	<p>Once the revenue requirement is established, it is allocated to customer groups based on cost classifications and usage characteristics to determine cost-of-service by customer type.</p> <p>The current rate structure will be assessed in light of case law, as well as alignment with City goals and objectives, and fit with customer usage patterns. Up to two alternative rate structures will be modeled. New and/or alternative customer classifications will be recommended if appropriate to fit with City objectives and current legal interpretations.</p>
4: Prepare Report and Present Findings	<p>The report will demonstrate cost of service and proportionality requirements in compliance with Proposition 218. Draft, Final Draft, and Final iterations of the report will be provided.</p> <p>HEC will present the findings of the study to the City Council and will attend the public hearing to present and/or answer questions.</p>
5: (Optional) Implementation Assistance	<p>HEC/Schaelene Rollins will work with City staff to draft the public hearing notice and newspaper notification for updated rates. The public hearing notice will specify the basis of the fees, the reason for the fees, the customer's right to protest the fees, and the date/time/location of the public hearing.</p>

TASK 1: ORIENTATION, DATA COLLECTION, AND PROJECT MANAGEMENT

Task 1.a: Orientation and Policy Review

Orientation includes an initial meeting with staff to review the scope and schedule. The meeting can be in-person or virtual. Topics to be reviewed at orientation include, but are not limited to:

- Debt service and debt covenants
- Capital improvement plan costs and schedule
- Target operating reserve levels
- Pay as you go funding versus debt financing for capital facilities
- Asset replacement and funding
- Rate design

Additionally, policy review with staff includes the key factors driving the need for rate adjustments, including regulatory requirements, City policies, legislative mandates, and so forth. Review of financial goals and policy objectives is important as they will shape the development of the financial models and recommendations of the Study.

Task 1.b: Data Gathering and Review. HEC will provide a list of data and information needs to be provided by the City. HEC will also research and acquire applicable secondary sources of data. This task includes time to review data provided and gathered, and determine what additional information is needed.

Task 1.c: Project Management

This task includes time for Catherine Hansford to manage, track, and report on project progress every month. It entails review of work status/progress, invoicing/determination of remaining budget, and coordination with City staff.

***Deliverables:** Data information request; monthly progress reporting and invoices; orientation agenda and meeting notes.*

TASK 2: REVENUE REQUIREMENT AND FINANCIAL PLAN

Task 2a: Financial Review

HEC will thoroughly review the wastewater utility fund, including revenue and cost information, for all operations, maintenance, administration, general expenses, short- and long-term liabilities, as well as capital and reserve expenditures. The financial review will establish the historical and current financial health of the City's wastewater utility fund under the current rate structure, generally describe components of annual revenues, and characterize expenses.

Task 2b: Capital Improvement Financing Plan and Revenue Requirement Projection

The projected revenue requirement is the revenue necessary to fully cover all expenditures net of other operating and non-operating revenues. The revenue requirement comprises of operating expenses, capital improvement costs (system rehabilitation and new infrastructure), debt service,

and additional reserves if needed.

HEC will summarize the wastewater capital improvement plan (CIP) as provided by the City and will present a financing strategy to ensure the facilities are completed in a timely fashion, while minimizing the impact to rate payers. HEC's Excel model will be able to evaluate the impact of funding the CIP by priority and cash/debt funding combinations. HEC will allocate costs of the wastewater CIP between existing and future customers unless this is provided by the City's engineers.

Operation and maintenance expenses may be projected using historical annual percentage increases, or some other index, such as a consumer price index; projection methodology will be discussed with staff. Expense item categories, such as utility costs and labor costs, pass-through charges, and third-party service provider charges, will be projected independently.

The projected revenue requirement may also include other non-operating cost considerations, such as an operating reserve, rate stabilization fund, or additional revenues to meet debt service coverage requirements. Non-operating revenues, such as interest revenue, late charges and other miscellaneous revenue sources, will be included as credits in the analysis so that the revenue requirement is not over-estimated.

Task 2c: Cash Flow Projections

Cash flow for the wastewater utility fund will be presented to ensure sufficiency of funding for the next five years, demonstrating adequate debt service coverage and reserve levels are met.

***Deliverables:** Draft financing strategy, projected revenue requirement and cash flow table.*

TASK 3: COST OF SERVICE AND RATE CALCULATIONS

Task 3a: Cost of Service and Rate Design

Once the projected revenue requirement is established, it is allocated to user groups based on the number of equivalent dwelling units in each customer category (flow) and potentially by additional customer characteristics (load parameters including Biological Oxygen Demand and Total Suspended Solids parameters).

The current rate structure will be assessed for alignment with current City goals and objectives and fit with customer usage patterns. Up to two alternative rate structures will be modeled. New and/or alternative customer classifications will be recommended if appropriate to fit with City objectives and current legal interpretations. The recommended rate structure will be determined with input from staff, while considering billing system capabilities, public understanding of utility bills, and customer concerns.

In this task, time will be spent evaluating the effect of the potential rate structures on developed policy, including operations, the bill impacts to different customer groups, and the economic effect / hardship on low-income households.

Task 3b: Rate Calculations and Bill Impact Analysis

The cost-of-service analysis leads to the calculation of monthly user rates for wastewater so that the system is adequately funded for existing and projected future costs and that the rates are based on the demand for service by each customer category. HEC will provide guidance and advice to City staff to ensure the proposed rate structure complies with Proposition 218 and all related laws, and that rates are implemented within the City's desired timeframe.

Bill impact analysis provides an important reality check to assess customer acceptability of changes in fees. Customer bills will be compared with an affordability indicator to assess the impacts of changes to the rate structures. If the City would like, HEC can also prepare a single-family bill comparison of wastewater charges in neighboring and/or similar communities.

***Deliverables:** Draft tables demonstrating alternative rate structures and bill impacts.*

TASK 4: REPORT PREPARATION AND PRESENTATION

Task 4.a: Draft Report and Presentation

HEC will prepare a report that details the methodologies used, detailed calculations of rates, fees and charges, findings, and recommendations. The report will also demonstrate cost-of-service and proportionality requirements so that the City is in compliance with Proposition 218. Following edits and changes to the draft document discussed with staff and presented to the City Council, HEC will prepare the Final Draft Study for review with the City Council.

Task 4.b: Presentation of Final Draft Rate Study

The Final Draft Rate Study report will be prepared based on feedback from the City Council and staff. HEC will present the major assumptions, key findings and recommendations of the report at a regular City Council meeting. The goal of this meeting is to authorize staff and/or consultants to begin the Proposition 218 process.

Task 4.c: Final Rate Study and Public Hearing

HEC will finalize the study prior to the public hearing to incorporate any relevant input from the public. A summary presentation will be made at the public hearing for rate adoption.

***Deliverables:** Draft and final reports, and presentations for the City Council and public.*

TASK 5: IMPLEMENTATION (OPTIONAL TASK)

Task 5.a: Proposition 2118 Public Hearing Notice

Under this task, HEC will work with City staff to draft the public hearing notice for updated rates. The notice will specify the basis of the fees, the reason for the fees, the customer's right to protest the fees, and the date/time/location of the public hearing. Since wastewater fees are property-related fees, not assessments, they do not require a ballot.

Only property owners of record must receive notification of property-related fee increases;

however, tenants or property owners may protest the fee. Only one protest per property can be counted. This task does not include mailing public hearing notices or counting protests, which would be conducted by City staff, unless the scope of services is modified to include consultant assistance with these items.

Task 5.b: Public Outreach and Technical Assistance

Public outreach includes conducting one public workshop and may include one, or a number, of the following:

- 1) Develop key messages to address the reasons for the changes in the wastewater rates, including available information about compliance, CIPs, operations and maintenance costs, and responsible fiscal planning.
- 2) Produce a direct mail piece explaining the need for the study and the process going forward while establishing a relationship with the community. This piece will highlight services and pertinent information about wastewater.
- 3) Provide content for the City's website about the Study – reasons for the Study, timeline and opportunities for public input.
- 4) Develop a stakeholders' database. This list will include key contacts and interested community members. The database will be expanded with public meeting attendees.
- 5) Produce and post an advertisement in the local newspaper announcing the proposed rate adjustments, public hearing information, and how to provide comments.
- 6) Distribute media calendar alert to online and print media including community sites with details about the public hearing to adopt rates and how to provide comments.

Technical assistance includes helping District staff, particularly with staff reports, drafting resolutions, and providing help to staff responsible for implementing rate changes with technical questions.

Deliverables: Assistance with implementation as needed. Content and design development of the Proposition 218 notice. Presentations/discussion materials for public outreach, including one public workshop.

Section 6. Price Estimate

Fee Schedule

Billing Rates as of January 1, 2023:

<u>Staff</u>	<u>Position</u>	<u>Rate per Hour</u>
Catherine Hansford	Principal	\$200
	Associate	\$145
	Clerical	\$90
Schaelene Rollins	Outreach Specialist	\$140
	Designer	\$90

Direct costs are billed at cost (no markup) and mileage reimbursement is at the Federal rate.

Estimated Budget

Our price estimate is preliminary and negotiable. It reflects the level of effort to complete the scope of services described in our proposal. HEC is open to changing the scope of services and reducing or increasing costs if there are tasks or portions of tasks that the City would like to revise.

The estimated budget with services including the Proposition 218 implementation process is \$29,980. The budget by task is shown in Table 1.

Table 1
HEC Budget Estimate

Task/Item Description <i>Hourly Billing Rates</i>	Staff				Total Estimated Cost
	Principal <i>\$200</i>	Associate <i>\$145</i>	Clerical <i>\$90</i>	Outreach <i>\$140</i>	
<i>Cost estimate includes up to 4 meetings in Colfax</i>					
1 Orientation, Data Collection & Project Mng't	6		9	3	\$2,430
2 Revenue Requirement & Financial Plan	6	13			\$3,090
3 Cost of Service & Rates Analysis	38	10		4	\$9,610
4 Report Preparation & Presentations	24	11	4	14	\$8,720
5 Proposition 218 Implementation (optional)	6		10	26	\$5,740
Subtotal Staff Costs	80	34	23	47	\$29,590
Direct Costs					\$390
Total Staff & Direct Costs [1]					\$29,980

[1] HEC reserves the right to move budget between tasks as necessary to complete the scope of work up to the authorized budget amount.

Cost Estimate Assumptions

- The cost estimate assumes up to four in-person meetings in Colfax. The estimated cost for each additional meeting, if necessary, is \$700 per meeting.
- The budget estimate excludes direct outreach costs. Direct outreach costs include printing, handling, postage, translation services, and the cost of placing notices in local newspapers.
- The only direct costs included in the cost proposal are travel-related costs. HEC bills mileage reimbursement at the current Federal mileage reimbursement rate, and parking, printing, and meals only when travelling for meetings.
- Subconsultants and direct costs are at cost (not marked up).
- Deliverables will only be provided in electronic format.

Terms of Payment

- HEC prepares monthly invoices with a brief description of services performed in the period, as well as percent of budget utilized, that are due on receipt unless another payment term has been negotiated and is included in the contract. HEC bills on a time and materials basis and only for work completed up to the authorized budget amount; however, HEC reserves the right to move budget between tasks, should one task be completed under the estimated amount, and another task be completed over the estimated amount.
- If additional work is requested that is beyond the authorized scope of services, HEC will request authorization for increased budget. No work beyond that expressly included in the authorized scope of services and budget will be conducted without prior authorization.

Section 7. Experience Summary

HEC has included the description of four similar wastewater rate studies. All of these wastewater service providers charge customers using an equivalent dwelling unit (EDU) rate structure.

Sample Projects Contact Information

Client	Contact	Location
Minden Gardnerville Sanitation District	Peter Baratti, General Manager (775) 782-3546 <i>peter@mgsdistrict.org</i>	Minden, NV
Woodbridge Sanitary District	Neal Colwell, District Engineer (209) 256-3401 <i>ncolwell@ksninc.com</i>	Woodbridge, CA
Gold Mountain Community Services District	Rich McLaughlin, Treasurer (619) 248-1048 <i>rich.mclaughlingmcsd@gmail.com</i>	Gold Mountain, CA
Donner Summit Public Utility District	Steve Palmer, General Manager (530) 426-3456 <i>spalmer@dspud.com</i>	Soda Springs, CA

Minden-Gardnerville Sanitation District, NV Wastewater Cost of Service and Rate Study

Relevance to Colfax: Fees calculated for existing wastewater customers with EDU structure.

HEC was selected through a competitive RFP process to conduct a wastewater utility rates and fees study for the Minden Gardnerville Sanitation District. The study began in October 2020; due to staffing shortages and COVID-19 impacts at the District, the study was paused between January and April 2021. Work resumed and HEC presented findings of the study to the Board of Trustees June 1, 2021. As a result of the presentation of findings, HEC was asked to revise the scope and budget of the contract with the District, extending the time period of the study substantially while an updated Wastewater Master Plan was completed, and adding several services including assisting the District with public outreach and completion of a Business Impact Statement.

HEC presented the updated Draft study, with inclusion of the new Wastewater Master Plan information, to the Board of Trustees in February 2023. It is anticipated that the implementation phase will begin in March, with new rates in place by July 1, 2023.

American Valley Community Services District Utility Rates, Capacity Fees and Administrative Fees Study

Relevance to Colfax: *Cost of service study for rural community.*

The American Valley Community Services District was formed with the consolidation of the Quincy Community Services District and the East Quincy Services District. In 2021, the District contracted with HEC to complete the final piece of consolidation – a common rate and fee structure and schedule for all customers. The study updated three types of fees: (1) Property-related fees (rates), (2) Capacity fees (only applicable to new development), and (3) Regulatory fees for administrative actions provided to customers upon their request.

HEC completed the rate and fee study, discussed the findings with the Board at two public meetings, and with the public at a separately-noticed workshop at the Quincy library. The rate study included changing the rate structures, which were different in the two old service areas, to the same water rate structure and the same wastewater rate structure throughout the District's service area.

After completing the public hearing and receiving very few protests, the Board of Directors adopted the recommended rate schedules at its May 2022 meeting. The Board adopted the recommended capacity and regulatory fees as its June 2022 meeting. Schaelene Rollins assisted with the Proposition 218 notice.

Gold Mountain Community Services District Utility Rates Study

Relevance to Colfax: *Cost of service study for a rural community, coordination with Schaelene Rollins on public outreach and education.*

The Gold Mountain community is located in a rural portion of Plumas County. The community is only about 25% developed, but all properties pay toward the operations and maintenance costs of the water and sewer systems. The CSD operates wells to provide potable water, and disposes of wastewater currently at a community leach field.

The District last conducted a utilities rate study in 2006. A new rate study was needed to ensure revenue sufficiency of the utility systems for the next five years, to demonstrate cost of service, and to demonstrate ability to repay potential future debt for capital projects. HEC worked with the District to determine the best rate structure moving forward. Several changes were proposed, including:

- Separating the water and sewer rates into their own schedules,
- Abandoning standby fees, which are assessments,
- Defining different customer groups,

- Removing water usage tiers, and billing for water use every quarter rather than annually,
- Determining the number of non-residential sewer equivalent dwelling units based on recorded wintertime water use.

The Board of Directors considered the findings and recommendations of the draft Study, and with their input, rates were proposed and noticed to customers in spring 2022. The public hearing was held June 15, 2022, and the new rates were adopted.

Water and Wastewater Cost of Service and Rate Studies, and Public Outreach Services for Donner Summit Public Utility District

Relevance to Colfax: Cost of service studies, public outreach and education.

The Donner Summit Public Utility District (District) was operating under a Cease-and-Desist Order from the State Water Resources Control Board (SWRCB). The District needed to make significant improvements to the wastewater treatment plant. The District engaged HEC, who conducted the cost-of-service rate study, and Schaelene Rollins, at the beginning of the contentious upgrade project. HEC liaised with the SWRCB and the USDA rural utilities programs staff, as well as local CDBG representatives, to craft a financing strategy for construction of the approximately \$24 million in improvements. HEC assisted the District with formation of a Community Facilities District (CFD) to fund the costs of the project and completed a cost-of-service study, including user fees and capacity fees. The Project broke ground in August 2012 and a ribbon cutting ceremony took place July 2015. HEC continues to provide financial services to the District with fee and rate studies for both wastewater and water services.

In 2017, HEC helped the District with renegotiating their Clean Water State Revolving Fund loan for the wastewater treatment plant. The effort was successful; the District's interest rate was decreased to 0%, saving District customers \$3.5 million. HEC completed an updated cost-of-service study in 2018 and updated rates were adopted June 2018. The District and HEC worked with Schaelene Rollins on messaging and the design and content of the Proposition 218 notice.

Section 8. Additional Data

We wish to present no additional data.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **13th day of April 2023** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **Hansford Economic Consulting** ("Consultant").

RECITALS

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

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

Section 1. Services

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

Section 2. Time of Completion.

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

Section 3. Compensation.

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

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

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

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, officials, employees, and volunteers from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, any sub-consultant, anyone directly or indirectly employed by them, or anyone they control in the performance of the Services. This indemnity does not apply to liability for damages or loss, arising from the sole negligence, active negligence, or willful misconduct or material defects in design by

the City or its agents, servants, employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the passive negligence of the City, its officers, agents, employees or volunteers, unless caused in part by Consultant. City agrees that in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault unless otherwise allowed by California Civil Code Section 2782.8, as amended.

Section 6. Insurance.

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

- A. Workers' Compensation Coverage. Workers' Compensation insurance as required by the State of California, with statutory limits, and Employer's Liability Insurance with limits of no less than \$1,000,000.00 per accident for bodily injury or disease. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.
- B. Commercial General Liability Coverage (CGL). Commercial general liability insurance covering CGL on an "occurrence" basis, including products and completed operations, bodily injury, personal injury and advertising injury, and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on the most recent Insurance Services Office (ISO) form and include a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence. 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 written on the most

recent Insurance Services Office (ISO) form covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1,000,000.00 combined single limit for each occurrence.

- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
- E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than \$1,000,000.00. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.
- F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the

Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

If to City: City of Colfax
 33 S. Main Street

Colfax, CA 95713

If to Consultant: Hansford Economic Development
Attention: Catherine Hansford
P.O. Box 10384
Truckee, CA 96162

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. In accordance with applicable law, the Parties may execute this Agreement by electronic signature and, if they do so, an electronic signature and this Agreement will have same legal validity and enforceability as a manually executed signature and agreement.

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

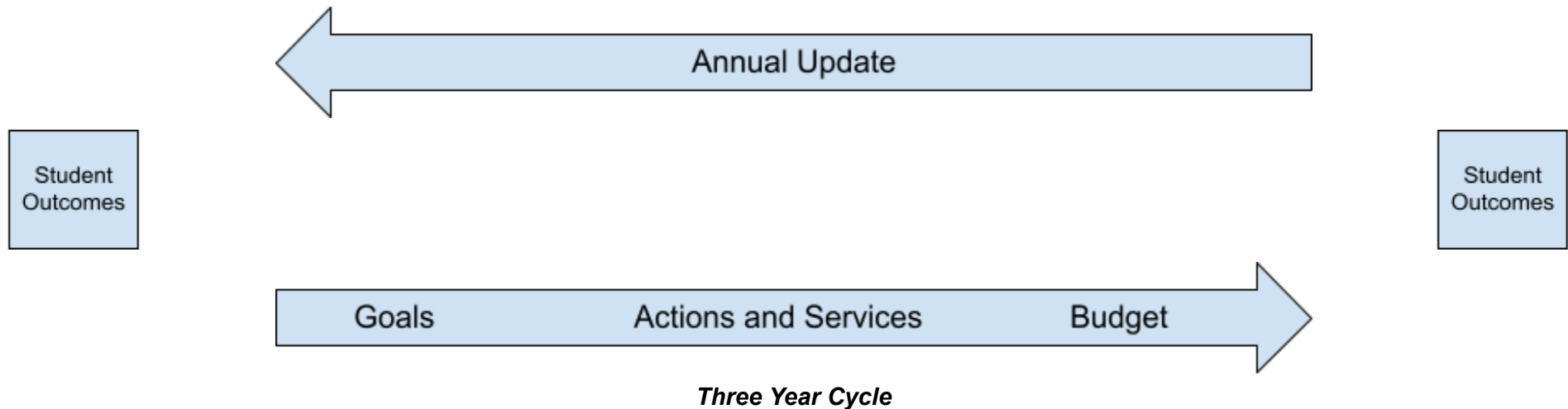
City Attorney



Local Control Accountability Plan Review February 2023

Context: What is the LCAPP?

The LCAP is a tool for school districts to set goals, plan related actions/services, and allocate resources to meet these goals and positively impact student outcomes.



Where are we in the cycle?

CESD is currently in year two of the three year cycle.

What is our focus for this three-year cycle?

CESD plans to focus on improving student outcomes by increasing student achievement through the implementation of high-quality first instruction supported by Multi-Tiered Systems of Support (MTSS), increased opportunities for a broader course of study in the middle school, and creating a more safe and connected learning environment.

What proposed actions are we taking to meet these goals and how do we measure progress?

Goal	Action/Service	Metric	Current Results
<p>Annually increase student achievement in ELA and Math for all students by 10% on local assessments through high quality classroom instruction and intervention while narrowing the performance gaps between all student groups</p>	<p>1.1 Continue iReady diagnostic assessments 1.2 Increase staffing and support systems to increase student learning 1.3 Provide support for quality first instruction for all students 1.4 Provide professional development on differentiated instruction and targeted instruction 1.5 Continue to develop a comprehensive writing program 1.6 Student intervention support</p>	<p>iReady Assessments CAASPP</p>	<p>2021 iReady: 50% in ELA and 44% in Math 2022 iReady: 46% in ELA and 44% in Math Current iReady as of 2/5/23: 39% in ELA and 32% in Math</p> <p>18-19 CAASPP: 45.97% ELA; 43.15% Math 19-20 CAASPP: No data 20-21 CAASPP: 33.06% ELA; 24.58% Math 21-22 CAASPP: 36.25% ELA; 35.06% Math</p> <p><u>Actions to Date:</u> -Continued Title 1 staffing -Increasing Tier 2 and Tier 3 intervention -Rejuvenated Sight Word Busters -Reduced class sizes to 19 to 1 currently -Providing tools for differentiated instruction -Separated administrative position -Increased Title 1 staffing by .5 FTE -Coordinated special education and intervention block support -Implemented credit recovery program for 8th graders</p>
<p>Create opportunities for a broader course of study in the arts and science</p>	<p>2.1 Science TOSA to increase understanding, provide professional development in Science and STEAM. 2.2 Work with high school for further opportunities to prepare for International Baccalaureate, College and Career 2.3 Pilot and adopt state-approved Science curriculum 2021-2022.</p>	<p>Parent Survey question regarding broader course of study and student instructional time in Art and Science</p>	<p>2021 Baseline: 75% of parents agreed 2022 Spring: 89% of parents agreed 2023 Spring: TBD (March 2023)</p> <p><u>Actions to Date:</u> -Created enrichment wheel -After-school clubs (Fall) -Adopted science with future professional development -Posted VAPA teacher 60/40 with Foresthill -High School math class in the spring -After-school clubs (Winter) -Contract with WonderGround Science</p>

			<p>-Science curriculum training for middle school teachers -Middle school enrichment block revisions -Hiring VAPA teacher 60/40 with Foresthill</p>
<p>Create a more safe, welcoming and connected learning environment for all students including all student groups</p>	<p>3.1 Behavior supports for unduplicated students 3.2 Continue to refine the School Safety Plan and the Safety Lead Team 3.3 Implement Attendance Improvement Plan 3.4 Improve student and staff social, emotional health and wellness 3.5 Improve safety of classrooms and overall facilities</p>	<p>Student Behavior Referrals Master Schedule for Second Step Student Attendance Suspensions on California Dashboard Chronic Absenteeism</p>	<p>Current Referrals: 51 referrals (11/22) 239 referrals (2/23) Current Attendance: 92.53% ADA (11/22) 92.00% ADA (2/23) Current Suspensions: 4 students (11/22) 5 students (2/23) Chronic Absenteeism: 25% (11/22) 16% (2/23)</p> <hr/> <p><u>Actions to Date:</u> -SWIS monitoring system implemented -Updated office referral -PBIS team regular meetings -Weekly SEL Team meetings with Wellness -Big Brothers/Sisters rejuvenated -Created a staff handbook -Regular Caught-Ya drawings -Monthly attendance incentives -Increased Wellness attendance intervention -Improved facilities: planter boxes, siding replacement; HVAC; kindergarten playground, elevator repair, etc. -Phone calls to families of students with chronic absenteeism -PBIS Tier 1 Training at PCOE -PBIS School Handbook creation -Builders Club started in connection with Kiwanis -WiFi access points and network cabling improvement</p>

2022-23 LCAP Educational Partners Consultation Checklist

District: Colfax Elementary School District

Date: 2022-2023

Educational Partner Engagement			
Required Groups	Meeting Date(s)	Meeting Type	Meeting Summary
Parents	11/2/2022	SSC Meeting	
Parents	3/2/2023	SSC Meeting	<ol style="list-style-type: none"> 1. Include trauma-informed training and practices. 2. Implement master schedule for SEL 3. Continue Credit Recovery Program
Parents		Survey	
Pupils	2/22/23	Survey	
Pupils		Student Council	
Bargaining Units Certificated	3/17/23	Negotiations	
Bargaining Units Classified		Negotiations	
Teachers	3/6/23	All Staff Meeting	<ol style="list-style-type: none"> 1. Ongoing PBIS trainings 2. New VAPA position and need for music program 3. Professional development (math and writing) 4. More parent involvement/training/classes
Other School Personnel	3/6/23	All Staff Meeting	Same as above
Administration (directors, cabinet, etc. -management)	3/2/23	Executive Meeting	
Principals	3/2/23	Executive Meeting	
Community (PTA, NAACP, Rotary, Social Services, Foster Youth Services, Local Homeless Services, etc.)	3/8/23	City Council	
Community (PTA, NAACP, Rotary, Social Services, Foster Youth Services, Local Homeless Services, etc.)	3/13/23	PTA	
SELPA*			
PAC	N/A	N/A	N/A

DELAC	N/A	N/A	N/A
Notes:			
Educational Partner Feedback Analysis			
Action Step(s)	Person(s) Responsible	Target Due Date	Desired Outcome
Analysis of Feedback from All Educational Partners to inform the following sections: <input type="checkbox"/> Educational Partner Engagement <input type="checkbox"/> Reflections: Successes <input type="checkbox"/> Reflections: Identified Needs <input type="checkbox"/> Goals <input type="checkbox"/> Increased or Improved Actions	Andrew Giannini	3/31/23	<input type="checkbox"/> Identify trends in the feedback in order to update the LCAP so that it reflects the needs of all Educational Partners for the current year and ensure feedback related to increased/improved actions is clear.
Notes:			
<i>A description of the aspects of the LCAP that were influenced by specific input from educational partners:</i>			
Final Educational Partner and District Review and Approval			
Action Step(s)	Person(s) Responsible	Meeting Date & Format	Desired Outcome
Final Parent Review* <input type="checkbox"/> Submit draft LCAP for comment	Andrew Giannini	5/17/23	<input type="checkbox"/> Updated draft LCAP with Parent comments <input type="checkbox"/> Meeting date where draft LCAP from input & Superintendent responds in writing to questions, if no questions, then it should be stated so
Final SSC Review* <input type="checkbox"/> Submit draft LCAP for comment			<input type="checkbox"/> Updated draft LCAP with PAC comments/ input gathered sent to FCSS for feedback <input type="checkbox"/> Meeting date where draft LCAP from input & Superintendent responds in writing to questions, if no questions, then it should be stated so
<input type="checkbox"/> Complete draft LCAP and post to website and make hard copy available as sites and district office			<input type="checkbox"/> Ensure there is a way for community members to provide written comments
Public Comment Period* (insert checkbox with line for date span the draft LCAP was posted for public comment?)			<input type="checkbox"/> Opportunity for public comment on draft <input type="checkbox"/> Beginning date & ending date & location draft LCAP was available & how feedback may be provided to LEA - LEAs are required to provide members of the public with the opportunity to submit written comments/questions

			regarding the actions & expenditures of the proposed LCAP
Review feedback from public comment and public hearing of Draft for final LCAP revisions and approval			<input type="checkbox"/> Feedback finalized in preparation of final draft
Notes:			
Public Hearing			<input type="checkbox"/> Opportunity for public/board comment on draft
Board Adoption			<input type="checkbox"/> LCAP, Budget, & Local Indicators Adopted
Submit to FCSS within 5 days of board adoption			<input type="checkbox"/> Submit to FCSS within 5 days of board adoption
Notes:			

Education Code 52060 (g) and Education Code 52062 (a) and Education Code 52063



RECEIVED

MAR 23 2023

Account Summary

Item 5B

CITY OF COLFAX

TAX YEAR 2022

Page 1

Date Prepared: February 10, 2023

For additional information, please contact:

Recipient's Name and Address

CHARLES SCHWAB & CO., INC.
3000 SCHWAB WAY
WESTLAKE TX 76262

0085270 0247324

SIERRA VISTA COMMUNITY CENTER
INC BIANCHINI INVESTMENT FUND
P O BOX 57
COLFAX CA 95713

Federal ID Number: [REDACTED]

Account Number: [REDACTED]

Taxpayer ID Number: [REDACTED]

The Account Summary is a comprehensive report covering the following information for 2022 :

Dividends and Distributions

Interest Information

Investment Activity

The information in this report is not being reported to the IRS by Charles Schwab. Please refer to the back of this document for additional information.

If you should have any questions regarding the Account Summary please call us at 1-800-435-4000 (Select "tax" from the menu of choices on the automated system).

TAX YEAR 2022

Date Prepared: February 10, 2023

Account Number: [REDACTED]

Taxpayer ID Number: [REDACTED]

DETAIL INFORMATION

Dividends and Distributions

<i>Cusip Number</i>	<i>Description</i>	<i>Paid in 2022</i>	<i>Paid/Adjusted in 2023 for 2022</i>	<i>Amount</i>
Ordinary Dividends				
Non-Qualified Dividends				
464288687	ISHARES PREFERRED INCOME	\$ 3,769.06	\$ (2,415.85)	\$ 1,353.21
921908844	VANGUARD DIVIDEND	3,403.52	(3,403.52)	0.00
921946406	VANGUARD HIGH DIVIDEND	4,445.21	(4,445.21)	0.00
Total Non-Qualified Dividends		\$ 11,617.79	\$ (10,264.58)	\$ 1,353.21

<i>Cusip Number</i>	<i>Description</i>	<i>Paid in 2022</i>	<i>Paid/Adjusted in 2023 for 2022</i>	<i>Amount</i>
Qualified Dividends				
464288687	ISHARES PREFERRED INCOME	\$ 0.00	\$ 2,415.85	\$ 2,415.85
921908844	VANGUARD DIVIDEND	0.00	3,403.52	3,403.52
921946406	VANGUARD HIGH DIVIDEND	0.00	4,445.21	4,445.21
Total Qualified Dividends		\$ 0.00	\$ 10,264.58	\$ 10,264.58
Total Ordinary Dividends (Non-Qualified Dividends and Qualified Dividends)		\$ 11,617.79	\$ 0.00	\$ 11,617.79

Interest Income

<i>Cusip Number</i>	<i>Description</i>	<i>Paid in 2022</i>	<i>Paid/Adjusted in 2023 for 2022</i>	<i>Amount</i>
Interest Earned (Includes Interest on Corporate Bonds, U.S. Savings Bonds & Treasury Obligations)				
	DEPOSIT INTEREST	\$ 93.05	\$ 0.00	\$ 93.05
Total Interest Earned		\$ 93.05	\$ 0.00	\$ 93.05



Organic Waste Procurement Compliance for SB 1383

April 12, 2023

Item 5C



Agenda

- SB 1383 Organic Waste Products Procurement Requirement
- Procurement of Biomass Attributes (Greenleaf) Model
- Proposal for Pioneer's Assistance
- Estimated Targets and Costs Per Year
- Cost Comparison
- Estimated Legal Fees
- Considerations

SB 1383 Organic Waste Products Procurement Requirement

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of organic waste products to meet their annual procurement target

- Jurisdictions are required to procure 30% of their organic waste targets in 2023
- 65% of their organic waste targets in 2024
- 100% of their organic waste targets in 2025 and thereafter

There are 4 types of organic waste products that comply with SB 1383:

- Compost
- Mulch
- Renewable energy from anaerobic digestion
- **Electricity produced from biomass compliant feedstock**



Procurement of Biomass Attributes (Greenleaf) Model

- Greenleaf is collecting SB 1383 biomass eligible material from local transfer stations and offering to sell the eligible “attributes” to local jurisdictions to comply with their procurement requirements
- Greenleaf believes it can sell approximately 200,000 tons of SB 1383 compliant biomass material annually
- Greenleaf is selling 1 ton of SB 1383 compliant biomass that will be burned for the purposes of producing biomass energy for approximately \$32.50 (the equivalent of 650 kwh of biomass energy)



Proposal for Pioneer's Assistance

Representative Role

- Pioneer can facilitate and negotiate the price and draft agreement with Greenleaf on behalf of its participating members and also answer questions for each member agency throughout their approval process. Benefits include:
 - Pioneer will have greater bargaining strength representing multiple jurisdictions and quite possibly better terms than jurisdictions on their own
 - Pioneer can also save member agencies significant staff time by negotiating the draft agreement on behalf of multiple parties
 - The terms and conditions of the final agreement are up to the individual jurisdiction's counsel to negotiate and approve
 - This approach allows Pioneer to assist its members without any liability for compliance
 - Compliance would be largely handled by Greenleaf with the exception of reporting that requires direct input from the jurisdictions, wherein Greenleaf would provide that data to submit

2023 Estimated Targets and Costs

	2022 Energy		Max. Tons	2023 Target		Cost
	Usage kwh	kwh Per Ton	Procurable*	in Tons	Price Per Ton	2023
Placerville	2,612,315	650	4,019	261	\$ 32.50	\$8,492
E.D. County	4,281,309	650	6,587	3,866	\$ 32.50	\$125,639
Auburn (w/o OMI)	1,214,993	650	1,869	347	\$ 32.50	\$11,261
Auburn (with OMI)	2,198,649	650	3,383	347	\$ 32.50	\$11,261
Colfax	876,129	650	1,348	52	\$ 32.50	\$1,697
Lincoln	3,821,239	650	5,879	1,191	\$ 32.50	\$38,708
Loomis	218,204	650	336	164	\$ 32.50	\$5,314
Rocklin	4,818,077	650	7,412	1,691	\$ 32.50	\$54,971
Placer County	7,903,404	650	12,159	2,751	\$ 32.50	\$89,398
Grass Valley	Unknown	650	Unknown	306	\$ 32.50	\$9,945
Nevada City	Unknown	650	Unknown	74	\$ 32.50	\$2,405
						\$347,828

*The maximum tons procurable through biomass attributes is calculated by taking the energy usage in kwh of the municipality divided by 650kwh (the CalRecycle equivalent of 1 ton of biomass attribute)

2024 Estimated Targets and Costs

	2022 Energy		Max. Tons	2024 Target		Cost	Unmet Target
	Usage kwh	kwh Per Ton	Procurable	in Tons	Price Per Ton	2024	in Tons
Placerville	2,612,315	650	4,019	566	\$ 32.50	\$18,400	
E.D. County *	4,281,309	650	6,587	8,376	\$ 32.50	\$214,065	1,789
Auburn (w/o OMI)	1,214,993	650	1,869	751	\$ 32.50	\$24,399	
Auburn (with OMI)	2,198,649	650	3,383	751	\$ 32.50	\$24,399	
Colfax	876,129	650	1,348	113	\$ 32.50	\$3,676	
Lincoln	3,821,239	650	5,879	2,581	\$ 32.50	\$83,883	
Loomis *	218,204	650	336	354	\$ 32.50	\$10,910	18
Rocklin	4,818,077	650	7,412	3,665	\$ 32.50	\$119,103	
Placer County	7,903,404	650	12,159	5,960	\$ 32.50	\$193,695	
Grass Valley	Unknown	650	Unknown	664	\$ 32.50	\$21,580	
Nevada City	Unknown	650	Unknown	159	\$ 32.50	\$5,168	
						\$694,879	

*Any targets that exceed the Max Tons Procurable must be met through purchase of either compost or mulch

2025 Onward Estimated Targets and Costs

	2022 Energy		Max. Tons	2025 Target		Cost	Unmet Target
	Usage kwh	kwh Per Ton	Procurable	in Tons	Price Per Ton	2025	in Tons
Placerville	2,612,315	650	4,019	871	\$ 32.50	\$28,308	
E.D. County *	4,281,309	650	6,587	12,886	\$ 32.50	\$214,065	6,299
Auburn (w/o OMI)	1,214,993	650	1,869	1,155	\$ 32.50	\$37,538	
Auburn (with OMI)	2,198,649	650	3,383	1,155	\$ 32.50	\$37,538	
Colfax	876,129	650	1,348	174	\$ 32.50	\$5,655	
Lincoln	3,821,239	650	5,879	3,970	\$ 32.50	\$129,025	
Loomis *	218,204	650	336	545	\$ 32.50	\$10,910	209
Rocklin	4,818,077	650	7,412	5,638	\$ 32.50	\$183,235	
Placer County	7,903,404	650	12,159	5,960	\$ 32.50	\$193,700	
Grass Valley	Unknown	650	Unknown	1,021	\$ 32.50	\$33,183	
Nevada City	Unknown	650	Unknown	246	\$ 32.50	\$7,995	
						\$843,613	

*Any targets that exceed the Max Tons Procurable must be met through purchase of either compost or mulch

Cost Comparison

Purchase Biomass Attributes

- Greenleaf Power is offering SB 1383 compliant biomass attributes for \$32.50 per ton
- Colfax's estimated 2023 target is 52 tons
- Total estimated cost for Colfax is \$1,697
- Pioneer would charge an administrative fee to recover out of pocket attorney's costs related to negotiating the contract. General Counsel has estimated costs to be between \$10,000 and \$25,000. This cost would be spread based on a jurisdiction's load percentage or divided equally amongst participating jurisdictions.

Purchase Compost

- Western Placer Waste Management Authority in Lincoln quoted \$21/ton for SB 1383 compliant compost
 - Multiplied by Colfax's estimated 2023 target of 52 tons equals a cost of \$1,092
- JT Trucking quoted \$300/trip with a 24-ton truck for 12 miles between Lincoln and Pioneer's office in Rocklin
 - It would take 3 trips to haul 52 tons at \$300 a trip for a total of \$900
- Total estimated cost for Colfax is \$1,992 assuming there is a price match for delivery.
- Colfax would also need to figure out what to do with 52 tons of compost



Estimated Legal Fees

	2023 Procurement Target	Percentage of Total	Estimated Fee \$10,000	Estimated Fee \$25,000
Placerville	261	2.44%	\$1,000	\$2,500
El Dorado County	3,866	36.12%	\$1,000	\$2,500
Auburn	347	3.24%	\$1,000	\$2,500
Colfax	52	0.49%	\$1,000	\$2,500
Lincoln	1,191	11.13%	\$1,000	\$2,500
Loomis	164	1.53%	\$1,000	\$2,500
Rocklin	1,691	15.80%	\$1,000	\$2,500
Placer County	2,751	25.70%	\$1,000	\$2,500
Grass Valley	306	2.86%	\$1,000	\$2,500
Nevada City	74	0.69%	\$1,000	\$2,500
Totals	10,703	100.00%	\$10,000	\$25,000

Considerations

- The price of compost and mulch vary wildly, and Greenleaf acknowledges that their product is not for everyone
- Prices range from 25% cheaper to 4 times more expensive for mulch and compost depending upon proximity to product, the hauler, and operational costs
- Greenleaf is proposing contract terms of up to 5-years
- Beginning January 1, 2027, jurisdictions' procurement targets will be recalculated to reflect population changes
- If jurisdictions have SB 1383 local assistance grant money, they should contact their grant manager regarding using the funds to pay for the organic waste procurement
- Greenleaf has indicated that no contracts have been signed as of February 28, but they have been in discussions with several jurisdictions that are large enough to account for all their attributes



Staff Report to City Council

FOR THE APRIL 12, 2023, REGULAR CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Private Development Service Fees

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss whether the Council is interested in adopting an ordinance that allows it to charge and collect fees for services provided to private developments, and provide direction to staff.

Summary/Background

At the March 8, 2023, Mayor Burruss sought and obtained Council approval to discuss the feasibility and desirability of adopting an ordinance that will allow the City to charge and collect fees for service to private developments. The specific request related to snow removal from private roads during storm events. The agenda item topic is broader to allow Council flexibility in its discussions.

Colfax is a general law city. As such, it has only the powers expressly conferred upon it by the California Constitution or the legislature, and such other powers as are necessarily incident to its express powers. What is generally referred to as “police power” authorizes the City to make and enforce within its limits all local police, sanitary and other ordinances and regulations not in conflict with the general law of the state. This includes the power to adopt ordinances and regulations that promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, public morals or public safety. Providing snow removal services for a fee during storm events falls within these powers, as would other services the Council may consider.

Private property owners are typically obliged to service their own property at their own expense. For example, Civil Code §845 requires owners of private streets and roads to maintain and repair them at their own expense. This obligation includes, for example, providing for snow removal during storms. One policy question for Council to consider is whether it wants to involve the City in what are otherwise typically private affairs.

There are several other issues for Council to consider that are listed here in no particular order of importance and are presented to assist the discussion:

1. What service, if any, does Council want to provide, and under what circumstances?
2. On what private developments or streets will the City provide the services?
3. Will every private development that request services receive them? When service requests exceed the capacity of the City to deliver, how will they be prioritized?
4. Who on behalf of the private developments will be authorized to request the service?
 - a. For example, if the request is made by a homeowner’s association, how is staff to know that the person making the request is authorized to do so and bind the HOA to payment of the City’s fee?

- b. If the request is to provide services to a private street with multiple homeowners and no HOA, who will be authorized to make the request, and how is staff to know that person is authorized?
5. How will the service fee to be charged be determined?
- a. The California Constitution and related provisions of California law limit the amount of a service fee to the reasonable cost of providing the service. The City typically establishes fees and rates by third-party consultant studies.
- b. What process will be used to establish the fee? Purely service fees are not subject to a Proposition 218 rate setting process, but Prop 218 may be invoked if they become a property related fee or charge. For example, if the City plows a private road that has multiple owners and no HOA, will each property owner be assessed a prorated fee? If so, that gets close to being a property related fee or charge subject to Prop 218.
6. How will the fees be collected if they are not voluntarily paid? This can be important because if some form of property lien process is used to secure payment, that is one factor, but not the only factor, in determining whether a fee is property-related and subject to Prop 218, or service-related.
7. Are there private businesses available to provide the same services?
8. Will the City be incurring unnecessary liability exposure by becoming involved in what is typically a private obligation? Should this be done, if at all, by contract that includes payment, insurance, and indemnity provisions instead of by ordinance?

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

Fiscal Impacts

None of significance at this time.

Attachments:

N/A