



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



MAYOR JOE FATULA • MAYOR PRO TEM MARNIE MENDOZA
COUNCILMEMBERS • KIM DOUGLASS • SEAN LOMEN • TRINITY BURRUS



REGULAR MEETING AGENDA

DRAFT 4 February 13, 2019

Closed Session 6:30 PM

Regular Session 7:00 PM

1. CALL TO ORDER

1A. Call Closed Session to Order

1B. Roll Call

1C. Public Comment on Closed Session Items

1D. Closed Session

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

2. CALL TO ORDER

2A. Call Open Session to Order

2B. Pledge of Allegiance

2C. Roll Call

2D. Approval of Agenda Order

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

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

3. PRESENTATION

3A. Presentation to First Responders

In recognition of Community Outreach Event - December 2018

3B. Presentation to Colfax Football Team

In recognition of 2018 Northern California Championship

4. CONSENT CALENDAR

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

RECOMMENDED ACTION: Approve Consent Calendar

4A. Minutes – Regular meeting January 23, 2019

Recommendation: Approve the Minutes of the Regular Meeting of January 23, 2019.

4B. Quarterly Investment Report – Quarter ending 12/31/2018

Recommendation: Receive and File.



5. PUBLIC COMMENT

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

6. COUNCIL, STAFF AND OTHER REPORTS

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

6A. **Committee Reports and Colfax Informational Items - All Councilmembers**

6B. **City Operations Update – City staff**

6C. **Additional Reports – Agency partners**

7. COUNCIL BUSINESS

7A. **Commercial Cannabis Retailer Permit Applications**

Staff Presentation: Alfred “Mick” Cabral, City Attorney

Recommendation: discuss whether the commercial cannabis permit application process should resume and provide direction to the City Manager.

7B. **Sewer Collection System and Wastewater Treatment Plant Improvements Planning Grant – Environmental Review Agreement with Adrienne L. Graham, AICP**

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 03-2019 authorizing the City Manager to enter into an agreement with Adrienne L. Graham, AICP for the environmental review component of the Planning Grant for Sewer Collection System and Wastewater Treatment Plant Improvements in an amount not to exceed \$63,822 contingent upon approval of the Regional Water Quality Control Board grant funding.

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

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

9. ADJOURNMENT

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


Lorraine Cassidy, City Clerk

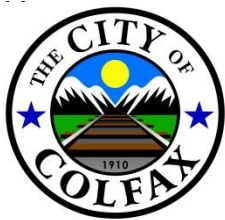
Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered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



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

February 13, 2019

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City of Colfax
 City Council Minutes
 Regular Meeting of Wednesday, January 23, 2019
 City Hall Council Chambers
 33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. **Call to Order**

Mayor Fatula called the meeting to order at 6:07PM.

1B. **Roll Call**

Council members present: Burruss, Douglass, Fatula, Lomen, Mendoza.

1C. **Public Comment on Closed Session Item**

There was no public comment on the closed session item.

1D. **Closed Session**

Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code Section 5496.9(d)(2): One potential case

Close session ended at 7:05PM.

2 OPEN SESSION

2A. **Call to Order**

Mayor Fatula called the open session to order at 7:09PM.

2B. **Report from Closed Session**

City Attorney Cabral stated there was no reportable action taken during closed session.

2C. **Pledge of Allegiance**

Battalion Chief Brian Eagan led the Pledge of Allegiance.

2D. **Roll Call**

Council members present: Burruss, Douglass, Fatula, Lomen, Mendoza

2E. **Approval of Agenda Order**

On a motion by Councilmember Burruss, seconded by Councilmember Lomen, the City Council approved the agenda order.

AYES: Burruss, Douglass, Fatula, Lomen, Mendoza

3 CONSENT CALENDAR

3A. **Minutes – Regular Meeting January 9, 2019**

Recommendation: Approve the Minutes of the Regular Meeting of January 9, 2019.

3B. **Building Department Report 2018**

Recommendation: For information only.

3C. **Sierra Oaks Estates Subdivision – Final Map Approval**

Recommendation: Adopt Resolution 02-2019 approving the Final Map and accepting associated grant deeds for the Sierra Oaks Estates subdivision.

3D. **Cash Summary Report – December 2018**

Recommendation: Accept and file.

3E. **Sales Tax Report – Quarter ending 12/31/2018**

Recommendation: For information only.

City Manager Heathcock asked to pull Item 3C, Sierra Oaks Estates Subdivision – Final Map Approval, from the Consent calendar.

On a motion by Councilmember Burruss, and a second by Councilmember Lomen, the City Council approved Items 3A, 3B, 3D, and 3E.

AYES: Burruss, Douglass, Fatula, Lomen, Mendoza

3A. **Sierra Oaks Estates Subdivision – Final Map Approval**

Recommendation: Adopt Resolution 02-2019 approving the Final Map and accepting associated grant deeds for the Sierra Oaks Estates subdivision.

City Manager Heathcock stated the Sierra Oaks Subdivision and Tentative Vesting Map were approved by Council over a year ago. Final maps must be approved by Council so the development can move forward. The maps provided in the agenda packet have subsequently been modified slightly to clean up some of the descriptions. He handed Council copies of the map denoting the minor changes.

Mayor Pro Tem Mendoza asked for the expected price point for the homes to be built and if plans have been made for the commercial lot on the edge of the development.

Eric Stauss, representing the developer, stated construction is slated for April this year but prices cannot be determined before the construction costs have been finalized. Decisions regarding development of the commercial lot will be made after the majority of the residences are built.

Mayor Fatula asked for a description of the subdivision which is 34 lots with semi-custom homes built with the empty nester in mind. The smallest home plan design is 2070 square feet.

On a motion by Mayor Pro Tem Mendoza, and a second by Councilmember Lomen, the City Council adopted Resolution 02-2019.

AYES: Burruss, Douglass, Fatula, Lomen, Mendoza

4 **PUBLIC COMMENT**

Bill Roach, Humane Officer for the Humane Society of the Sierra Foothills

- Mr. Roach explained the services provided by his organization to prosecute cases of animal cruelty.

Council thanked Mr. Roach for his work with the Humane Society.

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

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

Councilmember Lomen

- Councilmember Lomen attended a conference for new council members.
- He represented the City at the Weimar, Applegate, Colfax Municipal Advisory Committee (WACMAC) meeting.

Councilmember Douglass

- Councilmember Douglass participated in the ethics/harassment prevention training held for elected officials and supervisors.
- He reported the Sierra Vista Community Center Board would like to partner with the City to install a digital announcement sign in the City and asked the topic be placed on a future agenda.

- He represented the City on the Sacramento Area Council Of Governments (SACOG) Board. Colfax may be a good candidate for funding in a pilot study to reduce greenhouse gases through changes in traffic patterns.
- He also attended the Placer County Economic Development Board and recommends Council invite County staff to give a presentation of the resources available from the County.
- He participated in several community events: Lions Club Crab Feed, VFW Breakfast and the Sierra Vista Community Center Flea Market.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza attended the WACMAC meeting.
- She is helping to organize a Chili Cook-off fundraiser for the Volunteer Firefighters Association which will be held on March 9 at the Sierra Vista Community Center.

Councilmember Burruss

- Councilmember Burruss attended the ethics training class and the new council member conference.
- She had a meeting with Mike Luken, executive director of the Placer County Transportation Planning Agency (PCTPA).
- Councilmember Burruss represented the City at the PCTPA Board meeting.
- She announced the upcoming Crab Feed supporting the Safe and Sober Grad Night to be held on January 26, 2019.

Mayor Fatula

- Mayor Fatula also attended the conference and training classes.
- He met with Sergeant Connors and Councilmember Lomen for a tour of the Sheriff's facilities. The number of services available to the City through the contract is quite impressive.
- He reported several businesses like having the strings of lights up on Main Street and have offered to pay the expenses to keep them up past the holiday season.
- He mentioned he is open to new ideas from the public and invited citizens to share them.

5B. City Operations – City Staff

City Manager Heathcock

- City Manager Heathcock represented the City at the Solid Waste Local Task Force committee. The County has proposed developing the area near the landfill which will affect residents in Colfax 5-10 years with much higher costs because the current landfill will not have room to expand. Trash will then need to be hauled to a location outside the County.

5C. Additional Reports – Agency Partners

Chris Nave, Public Information Officer, Gold Run Area California Highway Patrol.

- Officer Nave gave a report of CHP activities in the Colfax area.
- He is developing a winter driving video hoping to encourage safety, respect, and cleanliness during storm events and road closures.
- He is available for safe car seat installation appointments with individuals and would like to coordinate an event with the Chamber.

Brian Eagan, Colfax Battalion Chief

- Chief Eagan updated Council on recent activities of the local Cal Fire station and the Colfax Volunteer Firefighters Association.

- The department is working with the schools to develop a safety plan which will include “shelter-in-place” as an alternative to evacuation during some wildfire events.
- He reminded everyone of the three important items to prepare for safety during a fire event: Placer Alert notifications, create a personal wildfire action plan as outlined in the Cal Fire “Ready, Set, Go” brochure and create a defensible space around your home.

Mayor Fatula asked for a show of hands of those in the room receiving Placer Alert notifications – the majority raised their hands.

City Manager Heathcock asked about the Cal Fire Chipping Program. Chief Eagan stated a Chipping crew can be scheduled to manage vegetation and meet defensible space goals.

City Manager Heathcock mentioned Wavecable is planning to install a cable box at the fire station on Highway 174 and in exchange for using City property will pave the parking area and waive communication fees for the City.

Sergeant Ty Conners, Colfax Substation Commander, Placer County Sheriff's Office

- Sergeant Conners is in the process of giving each of the new council members a tour of sheriff facilities and an opportunity to meet with the Sheriff and Deputy Sheriff.
- He updated Council on the recent activities of Colfax deputies, stating over 70% of calls are officer initiated. The Colfax deputies are very proactive.
- He stated the Skatepark committee is working on a possible new location which will significantly lower building costs.

Will Stockwin, Trustee, Placer Mosquito and Vector Control District

- Mr. Stockwin gave a report of recent activities of the Mosquito Control District.
- He reported the district has been part of several leading-edge projects, including using drones for research and abatement, developing a yellow jacket bait, and working with students at Lincoln High School to learn abatement procedures
- He gave a rain report. The combined rainfall for October, November and December rainfall was 12.3” and rainfall thus far in January is 12.7”. The year-to-date rainfall is 25” which is ahead of the average.

Foxey McCleary and Sharon Conners, Sierra Vista Community Center and Veterans of Foreign Wars (VFW)

- Ms. Conners updated Council on events at the Sierra Vista Community Center.
- Ms. McCleary reminded everyone of the 2nd Sunday breakfast for the VFW and announced 15 artists will be featured at the Chocolate, Art and Wine Indulgence on April 27, 2019. Tickets are \$20.

Tim Ryan, Colfax Area Chamber of Commerce Board Member

- Mr. Ryan announced the Annual Chamber Luncheon to recognize the volunteer of the year and install the new board members will be February 13, 2019 at Dine n Dash.
- The Chamber has created a committee to formulate ideas for getting visitors into the downtown area.

Mayor Fatula stated the City sent a wooden puzzle to Governor Newsom to commemorate his visit to Colfax. Governor Newsom’s office responded with a note which was personalized by the governor.

6 COUNCIL BUSINESS**6A. Changing title of Mayor Pro Tem to Vice Mayor****Staff Presentation:** Alfred A. “Mick” Cabral, City Attorney**Recommendation:** Discuss and consider adopting Resolution 03-2019 Changing title of “Mayor Pro Tem” to “Vice Mayor.”

City Attorney Cabral stated this item is at request of the Council. The Mayor Pro Tem’s title can be changed at the Council’s discretion. The State Government Code provides the Council will choose the Mayor and Mayor Pro Tem from among its members. As long as Council has selected members to perform the functions of these roles, Council can change the titles.

Mayor Fatula stated this item came about because of a conversation with high school students who didn’t know the meaning of “Mayor Pro Tem.” He believes “Vice Mayor” is a more accurate title than “Mayor Pro Tem” since “Pro Tem” just means temporary.

Council asked what expenses the City has incurred to bring this proposal to Council. Attorney and other staff time thus far has cost about \$300.

Chad Ingersoll, 12 W Oak Street, stated this is a waste of time and already a waste of money with no purpose.

Steve Harvey, 251 Scholtz, reminded Council the costs involved are more than just the attorney’s fees. He cautioned Council to make decisions related to items in the budget and those which will improve the lives of all the citizens.

Will Stockwin, 525 Pine Street, asked how this change would benefit Colfax citizens. He commented on the irony of changing the names since most definitions of “vice” are negative.

Councilmember Douglass affirmed he prefers the title “Mayor Pro Tem” and wondered at the costs to the City going forward.

No council member offered a motion and the resolution was dropped.

6B. Unfunded Pension Liability**Staff Presentation:** Laurie Van Groningen, Finance Director**Recommendation:** Discuss and direct staff as appropriate.

City Manager Heathcock commended Ms. Van Groningen’s efforts to study this difficult topic and encapsulate the information into an understandable format.

Finance Director Van Groningen explained Council implemented an annual review of the unfunded pension liability from CalPERS a few years ago and created a reserve fund of about \$50,000 to offset the liability. The unfunded liability has occurred because the expenses to run the CalPERS program have exceeded the expectations. The City’s liability is relatively small for several reasons:

- 1) Colfax is new to the program, just since 2008;
- 2) There are no police or fire personnel which receive higher benefits than other employees;

- 3) Only 36% of employees are enrolled in the Classic CalPERS program. Most Colfax employees enrolled in CalPERS after 2013 and receive fewer benefits though the PEPPA plan than those who are "Classic CalPERS" employees.

4)

Council can direct staff to deal with the approximately \$100,000 unfunded liability in several ways.

- 1) The City can continue to pay the obligation through the standard CalPERS payment which is set up something like a mortgage with a 20-year payout.
- 2) Council could prepay the entire amount, but risks overpaying CalPERS because the market could change and the liability decrease.
- 3) Council could direct staff to set aside another \$50,000 to add to the reserve account.
- 4) Another alternative is to pay down the unfunded liability with the reserve fund.

At this point, staff does not recommend changing the current strategy of paying the obligation with the monthly payment and keeping the reserve account. Staff recommends monitoring the funds and will report back to Council annually.

Councilmember Burruss asked what interest rate the City is earning for the reserve account. Finance Direct Van Groningen responded the interest rate is current 2 ½%.

City Manager Heathcock explained that since this is a complex issue and CalPERS is in the process of changing rules, it would be best to address any changes Council might request at the Fiscal Year 2019-20 Budget review. Council concurred with his suggestion.

Steve Harvey, 251 Scholtz Ave, recommended the City pay down the balance by of the liability by \$45,000 and then set aside another \$45,000.

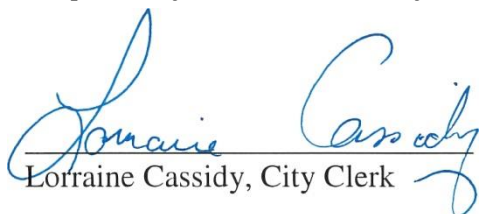
7 GOOD OF THE ORDER – INFORMAL COUNCIL STATEMENTS REGARDING THE BUSINESS OF THE CITY

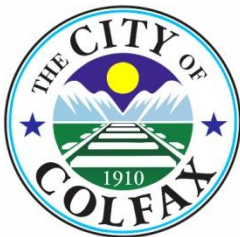
There were no Good of the Order comments.

8 ADJOURNMENT

Mayor Fatula adjourned the meeting at 8:57PM.

Respectfully submitted to City Council this 13th day of February, 2019.


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE FEBRUARY 13, 2019 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: January 30, 2019
SUBJECT: Quarterly Investment Report – Ending December 31, 2018

<input checked="" type="checkbox"/> X	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Receive and file.

BACKGROUND AND ANALYSIS:

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

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

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

The City’s investment policy is authorized under the California Government Code, section 53600, et. seq. as it applies to the investment of public funds. The Government Code governs the City’s allowable investments, and the lengths of those investments. Our investment policy dictates that the City should have liquid short term securities to meet six month’s financial obligations. The budget for fiscal year 2018-2019 reflects nearly \$4.2M in annual expenditures, therefore our target for liquid short-term securities would be \$2.1M.

CONCLUSION:

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

- The investments held at December 31, 2018 conform to the City Investment Policy adopted by Resolution 29-2014.
- The composite yield of the City's investment pool (US Bank and LAIF) to be the rate of 2.05% for the quarter ended September 30, 2018.
- There are sufficient funds on deposit to meet all anticipated City expenditures for the period January 1, 2019 through June 30, 2019.

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

ATTACHMENTS:

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



**CALIFORNIA STATE TREASURER
FIONA MA, CPA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/17/18	2.30	2.20	203
12/18/18	2.30	2.20	201
12/19/18	2.30	2.20	199
12/20/18	2.31	2.20	197
12/21/18	2.31	2.20	198
12/22/18	2.31	2.20	198
12/23/18	2.31	2.20	198
12/24/18	2.31	2.20	195
12/25/18	2.31	2.21	195
12/26/18	2.31	2.21	192
12/27/18	2.32	2.21	193
12/28/18	2.32	2.21	192
12/29/18	2.32	2.21	192
12/30/18	2.32	2.21	192
12/31/18	2.32	2.21	192
01/01/19	2.32	2.32	192
01/02/19	2.32	2.32	196
01/03/19	2.33	2.33	195
01/04/19	2.34	2.33	194
01/05/19	2.34	2.33	194
01/06/19	2.34	2.33	194
01/07/19	2.34	2.33	192
01/08/19	2.34	2.33	190
01/09/19	2.34	2.33	191
01/10/19	2.34	2.34	189
01/11/19	2.34	2.34	188
01/12/19	2.34	2.34	188
01/13/19	2.34	2.34	188
01/14/19	2.35	2.34	185
01/15/19	2.36	2.34	187
01/16/19	2.36	2.34	188

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

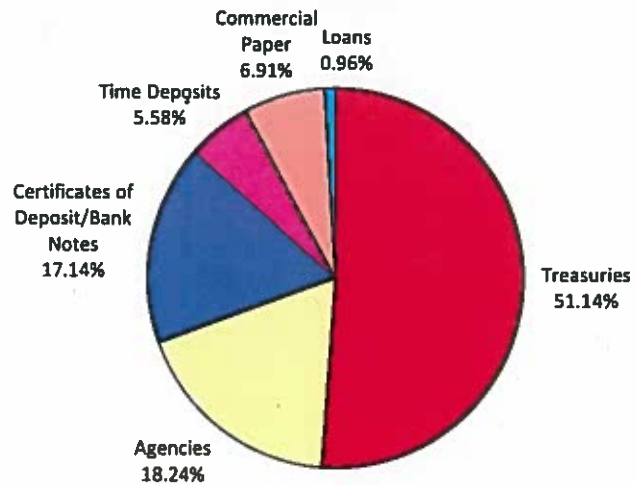
Quarter Ending 12/31/18

Apportionment Rate: 2.40
 Earnings Ratio: 0.00006573663340150
 Fair Value Factor: 0.999051127
 Daily: 2.32%
 Quarter to Date: 2.21%
 Average Life: 192

PMIA Average Monthly Effective Yields

Dec 2018 2.291
 Nov 2018 2.208
 Oct 2018 2.144

**Pooled Money Investment Account
Portfolio Composition
12/31/18
\$83.3 billion**



Percentages may not total 100%, due to rounding.

Based on data available as of 1/16/2019



California State Treasurer
Fiona Ma, CPA



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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	8.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291

City of Colfax

Analysis of Treasury Investment Pool

Quarterly Analysis - FY2018-2019

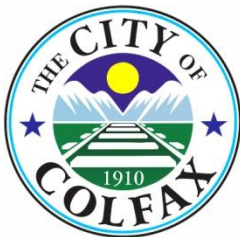
Report Date: 12/31/2018

Quarter Ended 12/31/2018					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,184,644	92%	2.21%
Corporate Checking	US Bank	N/A	\$ 376,346	8%	0.21%
Total Investment Pool			\$ 4,560,990	100%	2.05%

Quarter Ended 12/31/2018					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,184,644	92%	2.21%
Corporate Checking	US Bank	N/A	\$ 376,346	8%	0.21%
Total Investment Pool			\$ 4,560,990	100%	2.05%

Quarter Ended 09/30/2018					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,834,656	96%	2.00%
Corporate Checking	US Bank	N/A	\$ 212,482	4%	0.20%
Total Investment Pool			\$ 5,047,138	100%	1.86%

Quarter Ended 09/30/2018					
Type of Investment	Financial Institution	Date of Maturity	Investment Amount	% of Total Investment	Average Investment Yield
Investment Fund	State Local Agency Investment Fund (LAIF)	N/A	\$ 4,834,656	96%	2.00%
Corporate Checking	US Bank	N/A	\$ 212,482	4%	0.20%
Total Investment Pool			\$ 5,047,138	100%	1.86%



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE FEBRUARY 13, 2019 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Alfred "Mick" Cabral, City Attorney
DATE: January 9, 2019
SUBJECT: Commercial Cannabis Retailer Permit Applications

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Discuss whether the commercial cannabis permit application process should resume and provide direction to the City Manager.

DISCUSSION AND SUMMARY:

Summary.

The purpose of this agenda item is to allow the City Council to discuss and determine whether to resume the commercial cannabis application process for one or more applicants for commercial cannabis permits in Colfax. Council has the following authority:

1. Direct staff to implement the Phase 1 commercial cannabis permit application process or keep it in abeyance until further Council direction.
2. Determine whether it will accept applications for medicinal cannabis permits, adult use cannabis permits, or both, or neither.
3. Determine the number of applications it will authorize staff to accept, if any.
4. Otherwise direct staff.

Discussion.

At the February 28, 2018 regular meeting, Council adopted Ordinance 536 which comprehensively regulates all commercial cannabis activities in Colfax. At the same meeting, Council adopted Resolution 12-2018 approving the application procedures for obtaining a permit to operate a commercial cannabis business in Colfax, Resolution 13-2018 establishing fees to process applications for commercial cannabis permits, and Resolution 14-2018 authorizing background checks for cannabis permit applicants.

City staff established an application acceptance period that opened April 2, 2018 and was scheduled to close on June 4, 2018. Applications were received from Golden State Patient Care, River City Phoenix, Colfax Wellness, and Elevation 2425. The June 4, 2018 application closure date was extended to allow one applicant, Elevation 2425, to propose a substitute location because its initial location did not conform to the City's zoning requirements.

The regulations adopted by Resolution 12-2018 require a four-phase process. Phase 1 involves a preliminary determination of eligibility for issuance of a commercial cannabis permit, and includes a criminal history check, confirming that the application is complete, verifying that the proposed location conforms with City requirements, and executing an agreement whereby the applicant agrees to indemnify the City. Phase 2 requires an initial ranking of applicants. Phase 3 provides for a second ranking of applicants. Phase 4 includes the City Manager's recommendation of which, if any, successful applicants should receive a commercial cannabis permit, and the City Council's approval. All commercial cannabis permits require City Council approval.

HdL was the City's consultant that drafted Ordinance 536 and Resolutions 12-2018, 13-018 and 14-018 and was retained to process commercial cannabis permit applications. Staff forwarded all applications to HdL for the Phase 1 Preliminary Determination of Eligibility.

On August 8, 2018, shortly before the Phase 1 application process was completed, Council directed staff to stop the application process until further direction from Council. Staff stopped the process as directed and refunded all fees to the applicants. Council separately directed staff to allow Golden State Patient Care to continue operating under a temporary business license pending further Council direction. GSPC continues to operate under that temporary license.

Ordinance 536 authorizes the Council to issue a maximum of four commercial cannabis permits. No more than two of those licenses can be for medicinal cannabis retailers, and two for adult use cannabis retailers. These are maximum limits. Nothing in Ordinance 536 or the adopted regulations requires the Council to issue any cannabis licenses at all. The Council has the right to determine the number of applications it will accept, and the type(s) of license(s) it will accept applications for. The Council also has the right to reject any or all applications, even those submitted by applicants that meet all City requirements, if the Council determines that doing so would be in the best interests of the City.

Council is, however, bound by the process adopted in Ordinance 536 and Resolution 12-2018. Ordinance 536, Section 5.32.030 provides "Except as specifically authorized by this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation...of cannabis or cannabis product is expressly prohibited in the City of Colfax." The process under which any commercial cannabis permit is issued is authorized by Ordinance 536, and no other applicable City ordinance.

Staff is available to answer any questions or provide information.



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE FEBRUARY 13, 2019 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock, City Manager
DATE: February 5, 2019
SUBJECT: Sewer Collection System and Wastewater Treatment Plant Improvements Planning Grant – Environmental Review Agreement with Adrienne L. Graham, AICP

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$63,822	FROM FUND: 561 (Reimbursed by Grant)
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 03-2019 authorizing the City Manager to enter into an agreement with Adrienne L. Graham, AICP for the environmental review component of the Planning Grant for Sewer Collection System and Wastewater Treatment Plant Improvements in an amount not to exceed \$63,822 contingent upon approval of the Regional Water Quality Control Board grant funding.

BACKGROUND AND ANALYSIS:

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

Section 79723 of Proposition 1 allocates \$260 million to the CWSRF Small Community Grant (SCG) Fund. The State Water Board has an annual SCG appropriation of \$8 million dollars, which is administered consistent with the CWSRF Intended Use Plan (IUP), and the CWSRF Policy. The Proposition 1 funds will supplement existing SCG authority. CWSRF applications are accepted on a continuous basis, and eligible projects are funded as applications are completed and approved.

The SCG Fund allows the State Water Board to assist communities in California with the most need, helping those that cannot otherwise afford a loan or similar financing to move forward with water quality improvements. According to the 2016 Median Household Income (MHI) Data, the City of Colfax could qualify for a 100% Grant as long as all the components of the project are eligible under the CWSRF Policy. Grant funds may be awarded up to \$500,000 for Planning and \$6,000,000 for Construction.

At the September 26, 2018 regular meeting, Council authorized the City Manager to apply for grant funding to conduct a comprehensive sewer Collection System and Wastewater Treatment Plant improvement project to improve operations, make needed system repairs and upgrades, and reduce ongoing operational costs. The City is hopeful that the grant dollars will offset future rate increases by reducing infrastructure upgrade obligations. Other benefits would include: Energy efficiency, reduction of Inflow and Infiltration (I&I), prevention of Sanitary Sewer Overflows (SSO's), and replacement of City Infrastructure that has exceeded its useful life.

City Staff has identified the following activities to be considered for this potential funding:

1. Pump Station 3 Force Main Repair

The City lift station #3 Force Main Pipe is constructed of asbestos concrete that is severely aged. The 900 linear feet of 4-inch pipe has required maintenance to address a section that recently failed. During the repair, City staff noticed the pipe has become brittle, which indicates further issues are inevitable. The construction project is planned to use either open trench or bursting to remediate the system deficiency.

2. Installation of Solar at the Wastewater Treatment Plant (WWTP)

The cost of Utilities (primarily electricity) is the second highest cost of Sewer Operations and accounts for approximately 15% of total operating costs. The City would like to pursue having solar panels installed at the WWTP through a purchase agreement.

3. Algae Control – Installation of Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF)

During the wet season, influent flows which are higher than the WWTP is designed to handle are stored in the plant's pond system. The water is then recovered from the ponds and added to the influent for treatment.

Storing water rich in nutrients, combined with warm temperatures, and sun causes algae to grow. The WWTP is not equipped to deal with algae, as it causes an increased, but false, Chemical Oxygen Demand (measurement of chemicals in the water that can be oxidized) and turbidity issues. The plant operators use the Chemical Oxygen Demand to calculate process changes needed. Turbidity monitoring is a NPDES (National Pollutant Discharge Elimination System) requirement per the State Water Resources Control Board's permit for the WWTP.

The WWTP's permit requires dewatering the storage ponds adequately for the next wet weather season. Currently the WWTP has no treatment process to facilitate the removal of algae to effectively dewater the ponds on a consistent basis. The goal is to purchase a .25mgd (million gallons/day) Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) to allow the operators to coagulate and dispose of the algae prior to adding stored water back into the treatment system.

4. Sewer Collection System Improvements

The City would like to review and update the Wastewater Collection System Condition Assessment created in 2010 and develop a construction plan for remaining repairs to reduce I&I.

The City completed two large I&I remediation projects in 2010/11 and 2012/13. The projects replaced or lined nearly 18,000 feet of sewer main (40% of total), rehabilitated over 47 manholes (29%), and replaced more than 187 laterals (27%) between the main and the property lines. This new project would enable the City to review the Remaining C1 (Condition assessment of Immediate Risk of Failure) Repairs that were identified previously and assess the current condition of the sewer collection system pipelines. The aforementioned repairs reduced the peaking factor during rain events to eight times the flow during dry season. The new I&I project goal is to reduce the flow peaking factor to four times the dry flow, thus diminishing the need to upsize collection pipes leading to the WWTP.

The grant funding is from the US Environmental Protection Agency (EPA); therefore, the improvement projects will be subject to both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The City will serve as lead agency for CEQA. The State Water Resources Control Board (Water Board) will serve as a responsible agency under CEQA and handle the NEPA review. Coordination with the Water Board early in the process will ensure that the environmental studies and CEQA documentation are adequate both for the Water Board and NEPA purposes. The City does not have the specialized expertise in-house to perform the environmental review; therefore, staff is recommending contracting with Adrienne L. Graham, AICP to execute the following tasks:

Task 1: Project Initiation

The consultant will review existing documentation, including the City's General Plan, engineering studies prepared for the project, the grant application, and any other pertinent project documents provided by the City. A meeting with City staff could occur during this task to discuss the proposed project, CEQA process, scope, schedule or other items as warranted. In addition, the Consultant will discuss the scope of the environmental analysis with Water Board staff.

A draft project description will be drafted and circulated to the City for review based on available engineering and other information provided by the City. The Consultant will revise the draft project description based on City comments.

The Consultant will work with the City and Water Board to confirm that the collection system and wastewater improvement portions of the project are eligible for a Categorical Exemption under CEQA. An initial assessment of the potential for these projects to have significant impacts will also be made, based on the biological resource and cultural resource surveys and construction emissions calculations. The biological and cultural resource surveys will be prepared after receipt of mapping that shows the pipeline corridors where improvements could occur and the boundaries of the Solar Power project, including possible staging areas. The construction emissions will be prepared after receipt of the same mapping information, as well as details about the type of equipment to be used, project duration and other factors. If emissions could exceed applicable thresholds and/or significant impacts on biological or cultural resources are identified, the Consultant will contact the City to discuss the incorporation of these projects into the Solar Power project MND, as described below. It is anticipated that this decision will be made prior to preparation of the Initial Study for the Solar Power project.

Task 2: Collection System and WWTP Improvements Categorical Exemptions

If no significant impacts are identified and mitigation is not required, then a Notice of Exemption (NOE) form will be prepared. The applicable exemptions will be identified, and an explanation of why the projects are exempt will be provided. A draft NOE will be provided to the City for review. After City review, a revised NOE will be provided to the City for signature. The City will submit the NOE to the County Clerk.

Task 3: Solar Power Project Mitigated Negative Declaration***Task 3A: Prepare Administrative Draft Initial Study (ADIS)***

It is assumed the Solar Power project will not fall within one of the exemptions, therefore, a negative declaration or mitigated negative declaration must be prepared for the project. Due to its size and assumed operational characteristics, it is assumed that an Environmental Impact Report would not be required, even if the WWTP and collection system improvements are incorporated. If a significant impact that cannot be mitigated to a less-than-significant level is identified, the consultant will immediately notify the City to discuss options for the CEQA analysis.

The consultant will prepare an Administrative Draft Initial Study (ADIS) in accordance with CEQA and the CEQA Guidelines to address the environmental effects of the Solar Power project. The Initial Study will be based on the Environmental Checklist within the CEQA Guidelines. The ADIS will describe the existing conditions within the project site based on information provided by the City, the biological and cultural resource studies, review of topographic maps, documents prepared for similar projects, review of public data bases that report known hazardous waste and related sites, and the site visit. Greenhouse gas emissions, toxic air contaminants and

operational air emissions will be addressed qualitatively, based in part on documentation prepared for similar projects. The extent to which the project would adversely affect on-site resources will be evaluated. The Consultant will investigate City policies and regulations that would reduce project impacts. If a project impact could be still be significant, additional project-specific mitigation measures will be identified, where feasible measures are available.

Task 3B: *Prepare the Public Review Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration (IS/MND)*

Based on one consolidated set of comments from the City, the consultant will revise and finalize the Draft Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration. The consultant will submit a Screencheck DIS/MND for limited review by City staff to ensure that comments received on the Administrative Draft have been adequately addressed.

It is assumed that the City will undertake all noticing and will distribute copies of the Notice of Availability (NOA) and any copies of the IS/MND to responsible agencies and interested parties, except for the State Clearinghouse. The consultant will prepare the Notice of Completion (NOC) and submit 15 copies of the IS/MND to the State Clearinghouse. The consultant will also provide assistance with the text of notices, if requested.

Task 3C: *Prepare Responses to Comments*

After close of the public comment period, the consultant will prepare written responses to comments received on the Initial Study. These comments and responses will be provided to the City for incorporation into the staff report. If needed, the consultant will prepare an erratum identifying corrections to the Draft Initial Study. The consultant does not anticipate that these comments will raise new issues on the proposed project, or require additional quantitative analysis. Should this not be the case, the Consultant will immediately initiate discussion with City staff on how best to conduct this extra work.

Task 3D: *Prepare the Mitigation Monitoring and Reporting Program*

The consultant will prepare an administrative review copy of the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include in tabular form all mitigation measures identified in the Initial Study, and will identify the timing of measures and the parties responsible for implementing and monitoring each measure. After review by City staff, the MMRP will be revised and finalized.

Task 4: Environmental Packages

For all projects, the Financial Assistance Application Environmental Package form will be prepared, including the appropriate “cross-cutter” documents. The projects may be addressed in single or separate packages, depending on the timing of funding requests and the CEQA review.

The biological resource and cultural resource studies and the air quality analysis will be attached to the form. No other technical studies will be prepared.

A draft package(s) will be provided to the City and Water Board for review. After receipt of comments, the form(s) will be revised and finalized.

Task 5: Project Management, Meetings and Hearings

The Consultant will communicate with City staff throughout the environmental process. They will also oversee the sub-consultants and review the biological resources, cultural resources and air quality studies. The Consultant will attend up to three meetings or hearings with City and/or Water Board staff, and/or others (as directed by staff). Additional meetings, if necessary, will be reimbursed on a time-and-materials basis.

Products

- Electronic copy (word text files and pdf) and 3 hard copies of the Administrative Draft Initial Study provided to the City.
- Electronic copy (word text files in track changes) and 1 hard copy of the Screencheck Initial Study in track changes provided to the City for final review.
- 15 pdfs on disk with 15 hard copy summaries of the public review Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration submitted the State Clearinghouse (accompanied by a NOC) by the consultant.
- 1 unbound hard copy, and 1 electronic copy (pdf) of the Draft IS/MND provided to the City.
- Electronic copy (word text files) of draft responses to comments provided to the City.
- Electronic copy (word text files) and 1 hard copy of the Administrative Draft MMRP provided to the City.
- Electronic copy (word text files and pdf files) and 1 hard copy of the revised MMRP provided to the City.
- Electronic copy of the draft Environmental Package(s) provided to the City and Water Board.
- Electronic copy of the final Environmental Package(s) provided to the City and Water Board.

The environmental review is anticipated to be two-months after the City receives the planning grant award from the RWQCB. Staff is optimistic the RWQCB will approve the planning grant in February 2019. The goal of executing an agreement with Adrienne L. Graham, AICP contingent on RWQCB approval allows the City to move forward quickly.

RECOMMENDATION

Jim Fletter with Wood Rodgers provided the recommendation to procure Adrienne L. Graham, AICP environmental services based on past working experience with the consultant. Staff is recommending approval of an agreement with Adrienne L. Graham, AICP to perform tasks outlined in an amount not to exceed \$63,822, which includes a 10% contingency conditional on Regional Water Quality Control Board grant application approval.

ATTACHMENTS:

1. Resolution 03-2019
2. Adrienne L. Graham, AICP Proposal and Resume
3. Contract

**City of Colfax
City Council**

Resolution № 03-2019

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ADRIENNE L. GRAHAM, AICP FOR THE ENVIRONMENTAL REVIEW COMPONENT OF THE PLANNING GRANT FOR SEWER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$63,822 CONTINGENT UPON APPROVAL OF THE REGIONAL WATER QUALITY CONTROL BOARD GRANT FUNDING

WHEREAS, on September 26, 2018 the City Council authorized the City Manager to apply for grant funding to conduct a comprehensive Sewer Collection System and Wastewater Treatment Plant Improvements Project; and

WHEREAS, City staff submitted the planning grant application and is seeking to procure a consulting firm for the initial step of conducting engineering studies; and

WHEREAS, City staff is recommending contracting with Adrienne L. Graham, AICP based on the recommendation of Wood Rodgers, in the amount not to exceed \$63,822.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Adrienne L. Graham, AICP for the environmental review component of the planning grant for the Sewer Collection System and Wastewater Treatment Plant Improvements Project in an amount not to exceed \$63,822 contingent upon approval of the Regional Water Quality Control Board grant application.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of February, 201 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Fatula, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

**PROPOSAL TO PREPARE THE
ENVIRONMENTAL REVIEW FOR THE**

COLFAX SEWER COLLECTION SYSTEM AND WWTP IMPROVEMENT PROJECT

Background

The City of Colfax provides sewer and wastewater treatment services within the City and to some residents living outside of the city limits. The City facilities include a wastewater treatment plant (WWTP), 11 miles of sewer collection system and four sewer pump stations. The WWTP provides tertiary treatment meeting Title 22 effluent requirements.

The City is pursuing planning and construction grant funding to reduce the ratepayer burden to fund infrastructure improvement. If successful, the funds would be used to construct a solar project, install a new aeration flotation system to reduce algae contamination at the WWTP, and to upgrade up to 4 miles of existing pipelines in order to reduce stormwater and groundwater contamination from the collection system and reduce overflows at the plant during annual wet weather cycles that exceed 100-year events.

For example, the cultural resource study will be done to Section 106 standards.

An environmental review of the projects identified in the Engineering Studies will be conducted. For the Solar Power project, it is anticipated that a Mitigated Negative Declaration (MND) will be the appropriate CEQA document, because the project would not be eligible for a Categorical Exemption, and is not expected to have significant, unmitigable impacts. Under this Scope of Work, biological and cultural resources surveys will be conducted of the solar project site, and construction air emissions will be quantified. No other technical or protocol studies will be prepared.

It is anticipated that the improvements to the collection system and the air flotation system will be eligible for Categorical Exemptions under Class 1 of CEQA, which consists of operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing facilities, involving negligible or little expansion of use. Class 1 includes public utility systems, such as sewer and wastewater facilities. In order to qualify for a Categorical Exemption, a project may not have a significant impact on the environment. In order to confirm that this would be the case for these projects, biological and cultural resource surveys will be performed, and construction air emissions will be quantified. No other technical or protocol studies will be prepared. If one or more significant impacts are identified, the project(s) will be folded into the Mitigated Negative Declaration with the Solar Power project.

For all projects, the Financial Assistance Application Environmental Package form will be prepared, for submittal to the Water Board.

This scope of work and cost estimate assumes that the capacity of the WWTP and collection system will not be increased as the result of the proposed improvements. Therefore, growth in inducement and associated impacts (e.g., increases in traffic) will not be addressed in detail.

Specific tasks are discussed below, followed by the estimated costs of the environmental review.

Scope of Work

TASK 1: PROJECT INITIATION

The consultant will review existing documentation, including the City's General Plan, engineering studies prepared for the project, the grant application, and any other pertinent project documents provided by the City. A meeting with City staff could occur during this task to discuss the proposed project, CEQA process, scope, schedule or other items as warranted. In addition, Ms. Graham will discuss the scope of the environmental analysis with Water Board staff. . If necessary, a revised scope of work and cost will be prepared.

It is assumed that the City staff will undertake AB 52 consultation with any tribes that have requested it.

A draft project description will be drafted and circulated to the City for review based on available engineering and other information provided by the City. The Consultant will revise the draft project description based on City comments.

The Consultant will work with the City and Water Board to confirm that the collection system and wastewater improvement portions of the project are eligible for a Categorical Exemption under CEQA. An initial assessment of the potential for these projects to have significant impacts will also be made, based on the biological resource and cultural resource surveys and construction emissions calculations. The biological and cultural resource surveys will be prepared after receipt of mapping that shows the pipeline corridors where improvements could occur and the boundaries of the Solar Power project, including possible staging areas. The construction emissions will be prepared after receipt of the same mapping information, as well as details about the type of equipment to be used, project duration and other factors. If emissions could exceed applicable thresholds and/or significant impacts on biological or cultural resources are identified, the Consultant will contact the City to discuss the incorporation of these projects into the Solar Power project MND, as described below. It is anticipated that this decision will be made prior to preparation of the Initial Study for the Solar Power project.

TASK 2: COLLECTION SYSTEM AND WWTP IMPROVEMENTS CATEGORICAL EXEMPTIONS

If no significant impacts are identified and mitigation is not required, then a Notice of Exemption form will be prepared. The applicable exemptions will be identified, and an explanation of why the projects are exempt will be provided. A draft NOE will be provided to the City for review. After City review, a revised NOE will be provided to the City for signature. It is assumed that the City will submit the NOE to the County Clerk.

TASK 3: SOLAR POWER PROJECT MITIGATED NEGATIVE DECLARATION

Task 3A: Prepare Administrative Draft Initial Study (ADIS)

As stated above, because it would fall not within one of the exemptions, a negative declaration or mitigated negative declaration must be prepared for the Solar Power project. Due to its size and assumed operational characteristics, it is assumed that an Environmental Impact Report would not be required, even if the WWTP and collection system improvements are incorporated. If a significant impact that cannot be mitigated to a less-than-significant level is identified, the consultant will immediately notify the City to discuss options for the CEQA analysis.

The consultant will prepare an Administrative Draft Initial Study (ADIS) in accordance with CEQA and the CEQA Guidelines to address the environmental effects of the Solar Power project. The Initial Study will be based on the Environmental Checklist (Appendix G of the CEQA Guidelines). The ADIS will describe the existing conditions within the project site based on information provided by the City, the biological and cultural resource studies, review of topographic maps, documents prepared for similar projects, review of public data bases that report known hazardous waste and related sites, and the site visit. Greenhouse gas emissions, toxic air contaminants and operational air emissions will be addressed qualitatively by ESA, based in part on documentation prepared for similar projects. The extent to which the project would adversely affect on-site resources will be evaluated. Where appropriate, City policies and regulations that would reduce project impacts will be identified. If a project impact could be still be significant, additional project-specific mitigation measures will be identified, where feasible measures are available.

Task 3B: Prepare the Public Review Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration (IS/MND)

Based on one consolidated set of comments from the City, the consultant will revise and finalize the Draft Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration. The consultant will submit a Screencheck DIS/MND for limited review by City staff to ensure that comments received on the Administrative Draft have been adequately addressed.

It is assumed that the City will undertake all noticing and will distribute copies of the Notice of Availability (NOA) and any copies of the IS/MND to responsible agencies and interested parties, except for the State Clearinghouse. The consultant will prepare the Notice of Completion (NOC) and submit 15 copies of the IS/MND to the State Clearinghouse. The consultant will also provide assistance with the text of notices, if requested.

Task 3C: Prepare Responses to Comments

After close of the public comment period, the consultant will prepare written responses to comments received on the Initial Study. These comments and responses will be provided to the City for incorporation into the staff report. If needed, the consultant will prepare an errata identifying corrections to the Draft Initial Study. It is assumed that no more than 5 comment letters or a total of 20 comments will require responses. The consultant does not anticipate that these comments will raise new issues on the proposed project, or require additional quantitative analysis. Should this not be the case, the consultant will immediately initiate discussion with City staff on how best to conduct this extra work.

Task 3D: Prepare the Mitigation Monitoring and Reporting Program

The consultant will prepare an administrative review copy of the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include in tabular form all mitigation measures identified in the Initial Study, and will identify the timing of measures and the parties responsible for implementing and monitoring each measure. After review by City staff, the MMRP will be revised and finalized.

TASK 4: ENVIRONMENTAL PACKAGES

For all projects, the Financial Assistance Application Environmental Package form will be prepared, including the appropriate "cross-cutter" documents. The projects may be addressed

in a single or separate packages, depending on the timing of funding requests and the CEQA review.

The biological resource and cultural resource studies and the air quality analysis will be attached to the form. No other technical studies will be prepared.

A draft package(s) will be provided to the City and Water Board for review. After receipt of comments, the form(s) will be revised and finalized.

Task 5: PROJECT MANAGEMENT, MEETINGS AND HEARINGS

Ms. Graham will communicate with City staff throughout the environmental process. She will also oversee the subconsultants and review the biological resources, cultural resources and air quality studies. Ms. Graham will attend up to three meetings or hearings with City and/or Water Board staff, and/or others (as directed by staff). Additional meetings, if necessary, will be reimbursed on a time-and-materials basis.

Products

- Electronic copy (word text files and pdf) and 3 hard copies of the Administrative Draft Initial Study provided to the City.
- Electronic copy (word text files in track changes) and 1 hard copy of the Screencheck Initial Study in track changes provided to the City for final review.
- 15 pdfs on disk with 15 hard copy summaries of the public review Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration submitted the State Clearinghouse (accompanied by a NOC) by the consultant.
- 1 unbound hard copy, and 1 electronic copy (pdf) of the Draft IS/MND provided to the City.
- Electronic copy (word text files) of draft responses to comments provided to the City.
- Electronic copy (word text files) and 1 hard copy of the Administrative Draft MMRP provided to the City.
- Electronic copy (word text files and pdf files) and 1 hard copy of the revised MMRP provided to the City.
- Electronic copy of the draft Environmental Package(s) provided to the City and Water Board.
- Electronic copy of the final Environmental Package(s) provided to the City and Water Board.

Meetings/Hearings

- Attendance at up to 3 meetings and/or hearings.

Cost Estimate

The total cost for the IS/MND is estimated to be \$58,020, as shown in Table 1. Billing will be on a time and material basis, and only time spent and costs incurred will be billed. A 10 percent administrative fee will be added to direct costs and consultants, and mileage will be billed at \$0.50/mile.

The estimated cost of preparing the Notices of Exemption, IS/MND and Environmental Package(s) is based on knowledge of the project at this time. If the comments on the public review IS/MND exceed 5 pages, a total of 20 comments requiring responses, and/or raise new

issues requiring additional analysis, the consultant may wish to renegotiate the cost based on the level of comment received.

Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional meetings or hearings; printing of additional copies of documents; analysis of additional issues above those discussed in this proposal or at a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of portions of the DIS, responses to comments and/or MMRP; collection of data beyond that described in this proposal; and/or excessive comments on the draft Notices of Exemption, IS/MND, responses to comments, the MMRP and/or Environmental Package(s). The consultant would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

Table 1		
Colfax Sewer Collection System and WWTP Improvement Project		
Cost Estimate		
	Hours	Cost Per Task
<i>Labor</i>		
Task 1 Project Initiation	36	
Task 2 WWTP/Collection System Categorical Exemptions	16	
Task 3 Solar Power Project IS/MND	66	
Task 4 Environmental Packages	36	
Task 5 Project Management and Meetings/Hearings	24	
Total Hours	178	
Hourly Rate	\$165	
Total Consultant Labor	\$29,370	\$29,370
<i>Subconsultants</i>		\$23,895
Salix Consulting (Biological Resources)	\$5,000	
Peak& Associates (Cultural Resources)	\$3,395	
ESA (Air Quality, Greenhouse Gasses, TACs)	\$14,000	
Word processing and graphics	\$1,500	
<i>Expenses</i>		\$2,150
Mileage (\$0.50/mile)	\$250	
Delivery, Postage, Printing	\$1,500	
Miscellaneous	\$400	
<i>Administration Fee (10%)</i>		\$2,605
Total Budget		\$58,020

Adrienne L. Graham, AICP CEQA, NEPA and Planning Services RESUME

Adrienne L. Graham is a certified planner with over 25 years of experience preparing CEQA and NEPA documents. Ms. Graham prepared and managed CEQA and NEPA documents at EIP Associates (now PBS&J) for almost 13 years, eventually becoming a principal with the firm. She has been an independent consultant for over 12 years, working with an extensive network of subconsultants who are recognized experts in their areas of expertise and who understand the demands of CEQA and NEPA analyses. Ms. Graham also serves as a contract planner for development projects.

Ms. Graham's specific expertise includes:

- CEQA Project Manager for a variety of projects involving the analysis of public policy and land use issues, including residential and mixed-use developments and public improvements.
- Consulting planner for CEQA and planning processes.
- Extensive CEQA experience having served on the management teams for a variety of complex and high-profile projects.
- Adept at tailoring CEQA analyses to the project under consideration, resulting in streamlined documents that thoroughly evaluate project impacts.
- Also experienced with preparation of supplemental, subsequent and tiered environmental documents, as well as joint CEQA/NEPA environmental documents.
- Manages projects that are often prepared within tight budget and schedule constraints.
- Analyses of cultural and visual resources, public services, land use, and other technical sections of EIRs for projects involving buildings, annexations, residential developments, redevelopment plans, institutional expansions, water and wastewater treatment plants, and other projects.

PROJECT EXPERIENCE

The following projects are examples of environmental documents prepared, managed and/or directed by Ms. Graham.

Infrastructure Projects

Pump Station Upsize, Rehabilitation and Reliability Project, City of Colusa

Lincoln Stormwater Management Plan Initial Study and Mitigated Negative Declaration, City of Lincoln

North Natomas Changes to Planned Roadway Improvements Supplement EIR, City of Sacramento

State Route 65 Widening CEQA/NEPA Clearance, City of Lincoln

7th Street Extension Project EIR and NEPA Compliance, City of Sacramento

Southeast Area Transportation Study Phase I EIR and NEPA Compliance, City of Sacramento

Spring Lake Specific Plan Detention Basin, City of Woodland

Capital Facilities District Supplemental EIR, City of Woodland

Capital Improvement Program Update EIR and Subsequent EIR, City of Roseville

SR 160/Richards Boulevard Categorical Exemption

Addenda for Ingram Slough and Auburn Ravine Flood Control Improvements, City of Lincoln

Urban/Mixed Use Development Projects

Village 1 Specific Plan EIR, City of Lincoln
 Quarry Row Subdivision Project Focused EIR, City of Rocklin
 Entertainment and Sports Complex (King's Arena) EIR, City of Sacramento
 Martis Valley West Parcel Specific Plan, CREW LLC
 Village at Squaw Valley Specific Plan, Squaw Valley Development Company, LLC
 Baltimore Ravine Specific Plan and EIR, City of Auburn
 Placer Vineyards Specific Plan, Environmental Planning Services, Placer County
 Railyards Specific Plan 2017, City of Sacramento
 Planada Community Plan EIR, Merced County
 Le Grand Community Plan EIR, Merced County
 Winton Community Plan EIR, Merced County
 Twelve Bridges Specific Plan Subsequent and Supplemental EIRs and Addenda, City of Lincoln
 East Park, East Ridge, Eastlake, Lincoln Crossing, Three D and Twelve Bridges Specific Plan EIRs and subsequent CEQA documents, City of Lincoln
 Poppy Ridge 2 Mitigated Negative Declaration, Town of Loomis
 Homewood Lumber Relocation Project Mitigated Negative Declaration, Town of Loomis
 Creekside Village Project MND and NEPA Environmental Assessment, City of Lincoln
 Yosemite Estates EIR, Tuolumne County
 Clover Meadows Subdivision Project MND, City of Lincoln
 Delhi Community Plan EIR, Merced County
 Hilmar Community Plan EIR, Merced County
 Railyards Specific Plan 2007, City of Sacramento
 Railyards Specific Plan/Richards Boulevard Area Plan EIR, City of Sacramento
 East End Gateway Site 1 EIR, Capitol Area Development Authority, Sacramento
 East End Office Complex Tiered EIR, State of California
 Capital Area Plan Update EIR, State of California
 CADA Site 13 EIR, Capitol Area Development Authority, Sacramento
 CADA Sites 2, 3, and 4 EIR and Addenda, Capitol Area Development Authority, Sacramento
 University Community Plan EIR, Merced County
 Spring Lake Specific Plan EIR, City of Woodland
 North Roseville Specific Plan EIR, City of Roseville
 Lincoln City Hall and West Placer Unified School District Building EIR, City of Lincoln
 10th & H Mixed-Use Project EIR, City of Modesto
 Castle Air Force Base Reuse Plan and LAMBRA EIR, Castle Joint Powers Authority
 Presidio Trust Master Plan EIS, Presidio Trust
 CalPERS Headquarters Expansion Project EIR, CalPERS

Other Projects

Emergency Preparedness and Evacuation Plans for Village at Squaw Valley, Alpine Sierra, Placer Vineyards Specific Plan and Martis Valley West Parcel Specific Plan, Placer County
 Flying Change Farms Initial Study/MND, Town of Loomis
 Chairlift Replacement and Expansion Projects, Squaw Valley and Alpine Meadows
 Dog Park at Core Area Pond Initial Study/MND, City of Davis
 Santa Maria Cemetery Initial Study/MND, Placer County Cemetery District

EDUCATION AND AFFILIATIONS

B.A. in Philosophy, University of California, Santa Cruz
 American Institute of Certified Planners (#120029)
 Member, Association of Environmental Professionals
 Member, American Planning Association

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 14th day of February, 2019 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Adrienne L. Graham, AICP ("Consultant").

RECITALS

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

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

Section 1. Services

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

Section 2. Time of Completion.

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

Section 3. Compensation.

- A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City business but shall include at least:
- i. the date of performance of each of the Services,
 - ii. identification of the person who performed the Services,
 - iii. a detailed description of the Services performed on each date,
 - iv. the hourly rate at which the Services on each date are charged,
 - v. an itemization of all costs incurred and
 - vi. the total charges for the Services for the month invoiced.
- As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.
- B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.
- C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.
- D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than \$1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

- C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than \$1 million combined single limit for each occurrence.
- D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:
1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.
 2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.
 3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.
 4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.
 5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

- A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall

meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

If to City: City of Colfax
 PO Box 702
 33 S. Main Street
 Colfax, CA 95713

If to Consultant: Adrienne L. Graham, AICP
 4533 Oxbow Drive
 Sacramento, CA 95864

Section 23. Execution.

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

Section 24. Successors.

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

Section 25. Attorney's Fees.

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

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

CITY

CONSULTANT

Signature: _____

Signature: _____

Printed Name: Wes Heathcock

Printed Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF WORK

Task 1: Project Initiation

The consultant will review existing documentation, including the City's General Plan, engineering studies prepared for the project, the grant application, and any other pertinent project documents provided by the City. A meeting with City staff could occur during this task to discuss the proposed project, CEQA process, scope, schedule or other items as warranted. In addition, the Consultant will discuss the scope of the environmental analysis with Water Board staff.

A draft project description will be drafted and circulated to the City for review based on available engineering and other information provided by the City. The Consultant will revise the draft project description based on City comments.

The Consultant will work with the City and Water Board to confirm that the collection system and wastewater improvement portions of the project are eligible for a Categorical Exemption under CEQA. An initial assessment of the potential for these projects to have significant impacts will also be made, based on the biological resource and cultural resource surveys and construction emissions calculations. The biological and cultural resource surveys will be prepared after receipt of mapping that shows the pipeline corridors where improvements could occur and the boundaries of the Solar Power project, including possible staging areas. The construction emissions will be prepared after receipt of the same mapping information, as well as details about the type of equipment to be used, project duration and other factors. If emissions could exceed applicable thresholds and/or significant impacts on biological or cultural resources are identified, the Consultant will contact the City to discuss the incorporation of these projects into the Solar Power project MND, as described below. It is anticipated that this decision will be made prior to preparation of the Initial Study for the Solar Power project.

Task 2: Collection System and WWTP Improvements Categorical Exemptions

If no significant impacts are identified and mitigation is not required, then a Notice of Exemption (NOE) form will be prepared. The applicable exemptions will be identified, and an explanation of why the projects are exempt will be provided. A draft NOE will be provided to the City for review. After City review, a revised NOE will be provided to the City for signature. The City will submit the NOE to the County Clerk.

Task 3: Solar Power Project Mitigated Negative Declaration

Task 3A: Prepare Administrative Draft Initial Study (ADIS)

It is assumed the Solar Power project will not fall within one of the exemptions, therefore, a negative declaration or mitigated negative declaration must be prepared for the project. Due to its size and assumed operational characteristics, it is assumed that an Environmental Impact Report would not be required, even if the WWTP and collection system improvements are incorporated. If

a significant impact that cannot be mitigated to a less-than-significant level is identified, the consultant will immediately notify the City to discuss options for the CEQA analysis.

The consultant will prepare an Administrative Draft Initial Study (ADIS) in accordance with CEQA and the CEQA Guidelines to address the environmental effects of the Solar Power project. The Initial Study will be based on the Environmental Checklist within the CEQA Guidelines. The ADIS will describe the existing conditions within the project site based on information provided by the City, the biological and cultural resource studies, review of topographic maps, documents prepared for similar projects, review of public data bases that report known hazardous waste and related sites, and the site visit. Greenhouse gas emissions, toxic air contaminants and operational air emissions will be addressed qualitatively, based in part on documentation prepared for similar projects. The extent to which the project would adversely affect on-site resources will be evaluated. The Consultant will investigate City policies and regulations that would reduce project impacts. If a project impact could be still be significant, additional project-specific mitigation measures will be identified, where feasible measures are available.

Task 3B: *Prepare the Public Review Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration (IS/MND)*

Based on one consolidated set of comments from the City, the consultant will revise and finalize the Draft Initial Study and a Notice of Intent to Adopt a Mitigated Negative Declaration. The consultant will submit a Screencheck DIS/MND for limited review by City staff to ensure that comments received on the Administrative Draft have been adequately addressed.

It is assumed that the City will undertake all noticing and will distribute copies of the Notice of Availability (NOA) and any copies of the IS/MND to responsible agencies and interested parties, except for the State Clearinghouse. The consultant will prepare the Notice of Completion (NOC) and submit 15 copies of the IS/MND to the State Clearinghouse. The consultant will also provide assistance with the text of notices, if requested.

Task 3C: *Prepare Responses to Comments*

After close of the public comment period, the consultant will prepare written responses to comments received on the Initial Study. These comments and responses will be provided to the City for incorporation into the staff report. If needed, the consultant will prepare an errata identifying corrections to the Draft Initial Study. The consultant does not anticipate that these comments will raise new issues on the proposed project, or require additional quantitative analysis. Should this not be the case, the Consultant will immediately initiate discussion with City staff on how best to conduct this extra work.

Task 3D: *Prepare the Mitigation Monitoring and Reporting Program*

The consultant will prepare an administrative review copy of the Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include in tabular form all mitigation measures identified in the Initial Study, and will identify the timing of measures and the parties responsible for implementing and monitoring each measure. After review by City staff, the MMRP will be revised and finalized.

Task 4: Environmental Packages

For all projects, the Financial Assistance Application Environmental Package form will be prepared, including the appropriate “cross-cutter” documents. The projects may be addressed in single or separate packages, depending on the timing of funding requests and the CEQA review.

The biological resource and cultural resource studies and the air quality analysis will be attached to the form. No other technical studies will be prepared.

A draft package(s) will be provided to the City and Water Board for review. After receipt of comments, the form(s) will be revised and finalized.

Task 5: Project Management, Meetings and Hearings

The Consultant will communicate with City staff throughout the environmental process. They will also oversee the sub-consultants and review the biological resources, cultural resources and air quality studies. The Consultant will attend up to three meetings or hearings with City and/or Water Board staff, and/or others (as directed by staff). Additional meetings, if necessary, will be reimbursed on a time-and-materials basis.

Products

- Electronic copy (word text files and pdf) and 3 hard copies of the Administrative Draft Initial Study provided to the City.
- Electronic copy (word text files in track changes) and 1 hard copy of the Screencheck Initial Study in track changes provided to the City for final review.
- 15 pdfs on disk with 15 hard copy summaries of the public review Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration submitted the State Clearinghouse (accompanied by a NOC) by the consultant.
- 1 unbound hard copy, and 1 electronic copy (pdf) of the Draft IS/MND provided to the City.
- Electronic copy (word text files) of draft responses to comments provided to the City.
- Electronic copy (word text files) and 1 hard copy of the Administrative Draft MMRP provided to the City.
- Electronic copy (word text files and pdf files) and 1 hard copy of the revised MMRP provided to the City.
- Electronic copy of the draft Environmental Package(s) provided to the City and Water Board.
- Electronic copy of the final Environmental Package(s) provided to the City and Water Board.

Time of Completion

The tasks outlined in Exhibit A will be completed by June 30, 2019.