



CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA



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

REGULAR MEETING AGENDA

December 12, 2018

Regular Session 7:00 PM

1. CALL TO ORDER

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

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

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

2. PRESENTATION

- 2A. Website Update and Photo Contest
Shaun McFayden, VisionQuest Website designer

3. 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

- 3A. Minutes - Regular meeting November 14, 2018
Recommendation: Approve the Minutes of the Regular Meeting of October 10, 2018.
- 3B. Cash Summary Report - October 2018
Recommendation: Accept and file.
- 3C. RGS Contract Extension for Planning Services
Recommendation: Adopt Resolution 74-2018 authorizing the City Manager to extend the contract with Regional Government Services (RGS) for planning services on an as needed basis as approved in the 2018-2109 Fiscal Year Budget.
- 3D. National Oceanic and Atmospheric Administration (NOAA) Lease Agreement
Recommendation: Adopt Resolution 75-2018 authorizing the City Manager to enter into an Agreement with NOAA for lease of City property at the Wastewater Treatment Plant
- 3E. Cash Summary Report - November 2018
Recommendation: Accept and file.

4. 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.



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.

December 12, 2018

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5. 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.

5A. Committee Reports and Colfax Informational Items - All Councilmembers

5B. City Operations Update – City staff

5C. Additional Reports – Agency partners

6. COUNCIL BUSINESS

6A. Vesting Tentative Parcel Map, Master Site Plan Review, Planned Development Permit, Development Agreement and Design Review for an ARCO Service Station for the Maidu Village Development Project

Staff Presentation: Amy Feagans Planning Director

Recommendation: Discuss and consider:

1. Adopting Resolution 76-2018 approving the Mitigated Negative Declaration and the Vesting Tentative Parcel Map, Master Site Plan Review, Planned Development, Design Review; and,
2. Waiving the second reading, read by title only, and adopt Ordinance No. 538 - an ordinance of the City of Colfax adopting findings of fact approving a Development Agreement with Colfax Auburn LLC regarding development of the Maidu Village property generally located on South Auburn Street near the intersection of the Interstate Highway 80 on-ramp, and
3. Adopting Resolution 77-2018 approving the design review for the Arco Service Station at the Maidu Village Development Project.

6B. Sewer Collection System and Wastewater Treatment Plant Improvements Planning Grant – Engineering Studies Agreement with Wood Rodgers

Staff Presentation: Wes Heathcock, City Manager

Recommendation: Discuss and consider adopting Resolution 78-2018 authorizing the City Manager to enter into an agreement with Wood Rodgers for the Engineering Studies component of the Planning Grant for Sewer Collection System and Wastewater Treatment Plant Improvements in an amount not to exceed \$242,650 contingent upon approval of the Regional Water Quality Control Board grant funding.

6C. Sewer Collection System and Wastewater Treatment Plant Improvements Planning Grant - Inflow and Infiltration Flow Meters

Staff Presentation: Chris J. Clardy, Community Services Director

Recommendation: Discuss and consider adopting Resolution 79-2018 authorizing the City Manager to enter into an agreement with SmartCover Systems for lease and purchase of SmartFLOE meters in an amount not to exceed \$38,162 contingent upon approval of the Regional Water Quality Control Board grant funding.

6D. Results of November 6, 2018 Election

Staff Presentation: Lorraine Cassidy, City Clerk

Recommendation: Discuss and consider adopting Resolution 80-2018 declaring the results of the General Municipal Election held on November 6, 2018.



6E. **Oath of Office and Seating of New Council Members**

Staff Presentation: Lorraine Cassidy, City Clerk

Recommendation: Recognition of retiring Mayor and Councilmember and Oath of Office of newly elected Councilmember for the term beginning December 12, 2018 through the first City Council meeting after the Certification of the November 2020 election and the Oath of Office for the newly elected Councilmembers for the term beginning December 12, 2018 through the first City Council meeting after the Certification of the November 2022 election.

6F. **Rotation of City Council Officers: Mayor and Mayor Pro Tem**

Staff Presentation: Alfred A Cabral; City Attorney

Recommendation: By Separate Motions, Select Mayor and Mayor Pro Tem

7. **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.

8. **ADJOURNMENT**

Cake and refreshments immediately following the meeting

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


Lorraine Cassidy, City Clerk

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





City of Colfax
City Council Minutes
Regular Meeting of Wednesday, November 14, 2018
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CLOSED SESSION

1A. Call Closed Session to Order

Mayor Stockwin called the meeting to order at 6:00PM.

1B. Roll Call

Council members present: Douglass, Harvey, Stockwin

Council member absent: Mendoza

1C. Public Comment on Closed Session Items

There was no public comment.

1D. Closed Session

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

2) Public Employment and Public Employee Performance Evaluation pursuant to Government Code Section 54957. Position Title: City Manager

Mayor Pro Tem Mendoza arrived at 6:13PM.

Closed session ended at 6:52PM.

2 OPEN SESSION

2A. Call to Order

Mayor Stockwin called the meeting to order at 7:01PM.

2B. Report from Closed Session

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

2C. Pledge of Allegiance

Mayor Pro Tem Mendoza led the Pledge of Allegiance and a moment of silence for victims of the Camp Fire.

2D. Roll Call

Council members present: Douglass, Harvey, Mendoza, Stockwin

2E. Approval of Agenda Order

The speaker for PG&E on Wildfire Management was unable to attend the meeting, therefore, staff has pulled Item 3A from the agenda order.

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

AYES: Douglass, Harvey, Mendoza, Stockwin

3 PRESENTATIONS

3A. PG&E – Community Wildfire Safety Program

Postponed until January 2019

3B. Concert Venue at Closed Landfill – Canyon Theatre Project

Greg Flessing and Lorin Miller, Fresh Air Media

Mr. Flessing and Mr. Miller gave a professional multimedia presentation of their concept to create an outdoor theatre venue at the closed landfill. They provided a suggested schedule of family friendly choir and theater performances and concerts for the summer of 2019 to test the viability of the proposal. With the expectation of a successful and well received first season which would have temporary staging structures, they also illustrated how the Canyon Theatre could gradually become a permanent venue.

Council asked several questions regarding amplification, safety, marketing, programming, and environmental concerns.

Many of the details are yet to be determined for the proposed venue and these concerns will be addressed as the concept moves forward. Fresh Air Media is looking for partners for resource collaboration. The project could only be successful with the support of the community and partnerships with the City, County, and/or the Chamber of Commerce.

City Manager Heathcock stated the landfill cap was built specifically to handle this type of use. Initial permissions from the County and State Waterboard have been procured for a trial season. The Waterboard would require a more thorough analysis and permit before the project could become a permanent fixture. Council and the community would be involved in every step.

Rita Dolphin, 54 Quinns Lane, spoke in favor of the project.

Reene Abbott, area resident, voiced concerns about noise for neighboring residents.

Rocky Warren, area resident, stated the single access road could be a Public Safety concern in the event of an emergency.

Linda Hartman, unknown residence, inquired about the financial gain for the City.

Trinity Burruss, 301 Oak Ridge, voiced concerns about the structural engineering of the asphalt cap.

Council thanked Mr. Flessing and Mr. Miller for their presentation of the Canyon Theatre concept.

4 CONSENT CALENDAR**4A. Minutes - Regular Meeting October 10, 2018**

Recommendation: Approve the Minutes of the Regular Meeting of October 10, 2018.

4B. Cash Summary Report – September 2018

Recommendation: Accept and file.

4C. Quarterly Investment Report – Ending September 30, 2018

Recommendation: Receive and file.

4D. Agreements for Federal Transportation Funds for the Rising Sun Paving Project

Recommendation: Adopt Resolution 62-2018 authorizing the City Manager to execute a Program Supplement Agreement and Finance letters for the Rising Sun Paving Project under the Master Agreement Administering Agency State Agreements for Federal-Aid Projects.

4E. Local Transportation Funds and State Transit Assistance Funds

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

4F. 2018 ADA Improvements Project – Notice of Completion

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

4G. **Pond I Project – Notice of Completion**

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

4H. **Shade Structure for Lions Ball Park Bleachers**

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

4I. **Fire Equipment Grant Acceptance**

Recommendation: Adopt Resolution 67-2018 approving the Department of Forestry and Fire Protection Agreement required by CalFire as a condition to receiving grant funds in the amount of \$3,970 for the Grant application for the 2018/19 Fiscal Year.

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

Recommendation: Adopt Resolution 68-2018 authorizing the City Manager to accept real property and execute right-of-way certifications associated with the South Auburn Street and Interstate 80 Roundabout Project.

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

AYES: Douglass, Harvey, Mendoza, Stockwin

5 **PUBLIC HEARING**

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

Staff Presentation: Amy Feagans, Planning Director

Recommendation: Conduct a public hearing, discuss and consider:

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

Mayor Stockwin opened the Public Hearing at 8:05PM.

Planning Director Feagans explained the scope of the project including building footprint, traffic flow and landscaping. The project will be a three-phase development to include an ARCO service station with convenience mart and drive-thru car wash (Phase 1), fast food restaurant, coffee kiosk and sit-down restaurant (Phase 2), and commercial building and hotel (Phase 3). After the public hearing, Council will consider approving the master site plan review, the conditions of approval (COA), and the design review for the ARCO station. With approvals, future Phase 2 and Phase 3

development will be eligible for a simple design review permit at the staff level as long as the plans are in substantial compliance with the site master plan.

Councilmember Douglass asked if a trail along Bunch Creek is included in the master plan for the site.

Planning Director Feagans explained the COA include a 10-foot easement for a future trail.

Mayor Pro Tem Mendoza asked if the appropriate cultural requirements have been considered.

Representatives from the RCH group who were contracted to do the environmental and cultural reviews replied the local tribe was involved in the review process and no significant cultural artifacts were found. Mitigation measures are in place to protect any cultural artifacts should they be discovered during the development of the site.

Sean Lomen, Colfax resident, asked if the easement could be expanded provide space to improve the existing gravel roadway.

Jeff Bordelon, representing the applicants, spoke briefly about the project and stated the applicants have worked closely with the City to ensure the project could move forward in conjunction with the roundabout.

Mayor Stockwin closed the public hearing at 8:17PM.

Staff is recommending Council waive the first reading of the ordinance and read by title only, schedule the second reading and possible adoption for the December 12th meeting and wait until the December 12th meeting to approve both resolutions.

On a motion by Councilmember Harvey, seconded by Councilmember Douglass, the City Council waived the first reading of the ordinance, read by title only and scheduled the second reading for the December 12, 2018 meeting.

AYES: Douglass, Harvey, Mendoza, Stockwin

5B. **Mitigation Impact Fees**

Staff Presentation: Laurie Van Groningen, Finance Director

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

Mayor Stockwin opened the Public Hearing at 8:20PM.

Finance Director Van Groningen explained this is an annually required accounting of the Mitigation Fee Accounts.

At the request of Councilmember Harvey, City Attorney Cabral explained for the public that Mitigation Fees are fees collected when properties are developed. The fees are assigned to certain accounts and must be spent only on projects within their assigned accounts. For example, Parks and Recreation Fees can only be used for park and recreation expenditures.

There was no Public Comment on this item.

Mayor Stockwin closed the public hearing at 8:23PM.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved Resolution 70-2018.

AYES: Douglass, Harvey, Mendoza, Stockwin

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

Staff Presentation: Amy Feagans, Planning Director

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

Mayor Stockwin opened the Public Hearing at 8:29PM.

Planning Director Feagans explained the scope of the project including building footprint, traffic flow and landscaping. The project will be a two-phase development of the three acre site at the end of Whitcomb Street to include an outdoor RV/Boat Storage Area and modular shop and office building (Phase 1). Phase 2 will expand the Shop and Office building to 6,000 square feet.

Mayor Pro Tem Mendoza asked if the life-flight helicopter pad will be impacted and learned it will not.

Margie Livingstone, 213 Treasurton, stated the fencing for the project is inadequate to block views from the neighboring residences and enquired about the storm water run-off from the project.

Planner Feagans explained the developer has agreed to plant fast growing landscaping which will screen the views of the property.

City Engineer Schilling explained the developer will be required to install a detention basin and extra landscaping which will collect storm water and result in no extra impacts to the natural drainage from the site.

Kathleen Campbell, 109 Winder, asked what the owners adjacent to the property would see.

Gerry LeBudde, representing the applicants, stated the property owners want to be good neighbors and will endeavor to have minimal impact on nearby properties. The landscaping will significantly reduce the impact of views for the neighbors.

Mayor Stockwin closed the public hearing at 8:43PM.

On a motion by Councilmember Harvey, seconded by Mayor Pro Tem Mendoza, the City Council approved Resolution 71-2018.

AYES: Douglass, Harvey, Mendoza, Stockwin

Mayor Stockwin called a brief recess at 8:44PM and called the meeting back to order at 8:51PM.

6 **PUBLIC COMMENT**

Dawn Jarocki, area resident

- Ms. Jarocki introduced a program she is developing for fire survivors called "Breath of Fresh Air". She will be offering free services and eventually plans to open a sanctuary village for trauma recovery. She handed out a flyer explaining her program.

7 **COUNCIL, STAFF, AND OTHER REPORTS**

7A. **Committee Reports and Colfax Informational Items – All Councilmembers**

Councilmember Douglass

- Councilmember Douglass represented the City on a Government Public Affairs Subcommittee for SACOG and the Pioneer Energy Board.
- He met with staff and a potential vendor regarding the possibility of installing a solar array at the Wastewater Treatment Plant as a cost reduction measure.
- He also attended the Breakfast with Supervisor Montgomery.

Mayor Pro Tem Mendoza

- Mayor Pro Tem Mendoza attended the Veteran's Breakfast.
- She gave several public service announcements including a phone number for disaster distress and information about the community Thanksgiving Dinner.

Councilmember Harvey

- Councilmember Harvey represented the City on the Placer County Transportation Planning Agency and Air Quality Control boards.
- He reminded everyone to stay inside during heavy smoke incidents from wildfires and to encourage the Air Quality Control department to relax restrictions which would inhibit the ability for controlled burns to prevent wildfires.

Mayor Stockwin

- Mayor Stockwin attended the Winterfest Fundraiser which was a success!
- He gave a "No Rainfall" report – no rainfall since October puts the area behind norms for the season. It is important to be very careful outdoors when the forests are so dry.

7B. City Operations – City Staff*City Manager Heathcock*

- City Manager Heathcock stated Caltrans has just completed a restriping of the I-80 on- and off- ramps in anticipation of the City Roundabout Project.
- The Historic Colfax Hotel owners have filed Chapter 11 to reorganize their debt.
- Roundabout construction could begin as early as April 2019.
- Staff has submitted the application for the planning grant to fund design and engineering for several Capital Improvement Projects related to the sewer system.

7C. Additional Reports – Agency Partners*Sean Lomen, Colfax Firefighters Association*

- Mr. Lomen announced the Firefighters will host their 1st Annual Visit from Santa on the antique fire engine on December 15th. Santa will distribute candy canes to children on his tour through town.

Mayor Stockwin reported on behalf of Chief Eagan who is still battling the Camp Fire.

- Please remember the burn season is still closed.
- Check your smoke detector when you change your clocks for the time change.
- This is a good time to service your heaters and fire places.

City Manager Heathcock stated Sergeant Connors is also assigned to the Camp Fire for search and rescue.

Frank Klein, President, Colfax Area Chamber of Commerce

- Mr. Klein stated the Winterfest Fundraiser was successful and he thanked Paul Raj and his family for cooking a fantastic feast. He also thanked others who contributed to the event.
- Winterfest will be December 8, 2018 from 4PM - 8PM with a parade, fireworks and vendors. It will be held rain or shine!
- The Chamber Board is recruiting volunteers to serve as Board members.
- He thanked Council for working closely with the Chamber.
- He also mentioned the Chamber still needs donations for the fireworks display.

- Mr. Klein introduced Jessica from Ambitions Performing Arts. The dance studio will host a dinner performance December 1st and 2nd and proceeds will go towards Winterfest.
- Mr. Klein mentioned a Raffle for a week in Tahoe. Tickets are \$10.

Fred Abbott, Event Liaison

- Mr. Abbott shared he is chairing the Colfax Lions Club Parade. He has developed a new sign up sheet. Pre-registration is requested this year.

Sharon Conners and Foxey McCleary, Sierra Vista Community Center

- Ms. Conners announced the upcoming events to be held at Sierra Vista Community Center.
- Ms. McCleary thanked the Lions Club for a very successful Pancake Breakfast and stated the VFW will donate \$100 towards the Winterfest Fireworks.

8 COUNCIL BUSINESS

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

Staff Presentation: Dane Schilling, City Engineer

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

Before beginning his presentation, City Engineer Schilling thanked Council for the opportunity to be part of the Colfax community. This will be his last project with the City and he has found his time with the City to be very rewarding.

City Engineer Schilling stated the plans for the Roundabout Project are nearly at 100% and ready for review. The next step in the process is to engage a team for Construction Management. The City advertised a formal Request for Proposals in accordance with federal procurement regulations. Psomas was unanimously ranked as the most qualified firm which applied. After negotiations Psomas has agreed to a fee of \$299,085 which is within the current budget for the project.

Councilmember Harvey stated he has had the opportunity to work with Psomas in the past and they were a very good firm to work with.

There was no public comment.

On a motion by Councilmember Harvey, and a second by Councilmember Douglass, Council approved Resolution 72-2018.

Ayes: Douglass, Harvey, Mendoza, Stockwin

8B. City Engineering Consulting Services

Staff Presentation: Wes Heathcock, City Manager

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

Before beginning his presentation, City Manager Heathcock stated that Mr. Schilling's presence here tonight is a testament to his character. Coastland Engineering has determined they do not have the staff to support the City for engineering services. Mr. Schilling has stayed with the City

to help finish projects already underway. City Manager Heathcock thanked him for his service and integrity.

Council agreed that Mr. Schilling has been a credit to his company.

With the close of the contract with Coastland Engineering, staff advertised for a Request for Qualifications for a new engineering firm. Two firms submitted proposals and after a panel interview process in compliance with state and federal procurement regulations, Bureau Veritas (BV) was unanimously selected. BV has assigned Scott Gandler to serve as the City Engineer. Mr. Gandler has 30 years' experience working with the City of Roseville, quite extensively with transportation projects.

Mr. Gandler stated he is very excited about the opportunity to work in Colfax.

There was no public comment.

On a motion by Councilmember Harvey, and a second by Mayor Pro Tem Mendoza, Council approved Resolution 73-2018.

Ayes: Douglass, Harvey, Mendoza, Stockwin

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

Councilmember Douglass announced the Colfax Historic Society meeting on November 17, 2018 at 7PM will feature a former City of Colfax Sheriff.

Mayor Pro Tem Mendoza announced the upcoming performance at the High School on November 15, 2018 at 6:00PM.

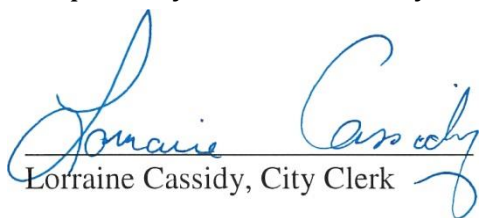
She requested the City supply masks for the public at City Hall.

Councilmember Harvey emphasized the need for the City to mitigate the fire danger in the area. He suggested the new Council should make updating the Municipal Code to include a vigorous vegetation management program a priority. At the same time, the Council needs to ensure that people have time to comply with any new regulations.

10 ADJOURNMENT

As there was no further business, Mayor Stockwin adjourned the meeting at 9:46PM.

Respectfully submitted to City Council this 12th day of December, 2018.


Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: November 8, 2018
SUBJECT: City of Colfax Cash Summary Report: October 2018

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

BACKGROUND AND ANALYSIS:

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

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

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

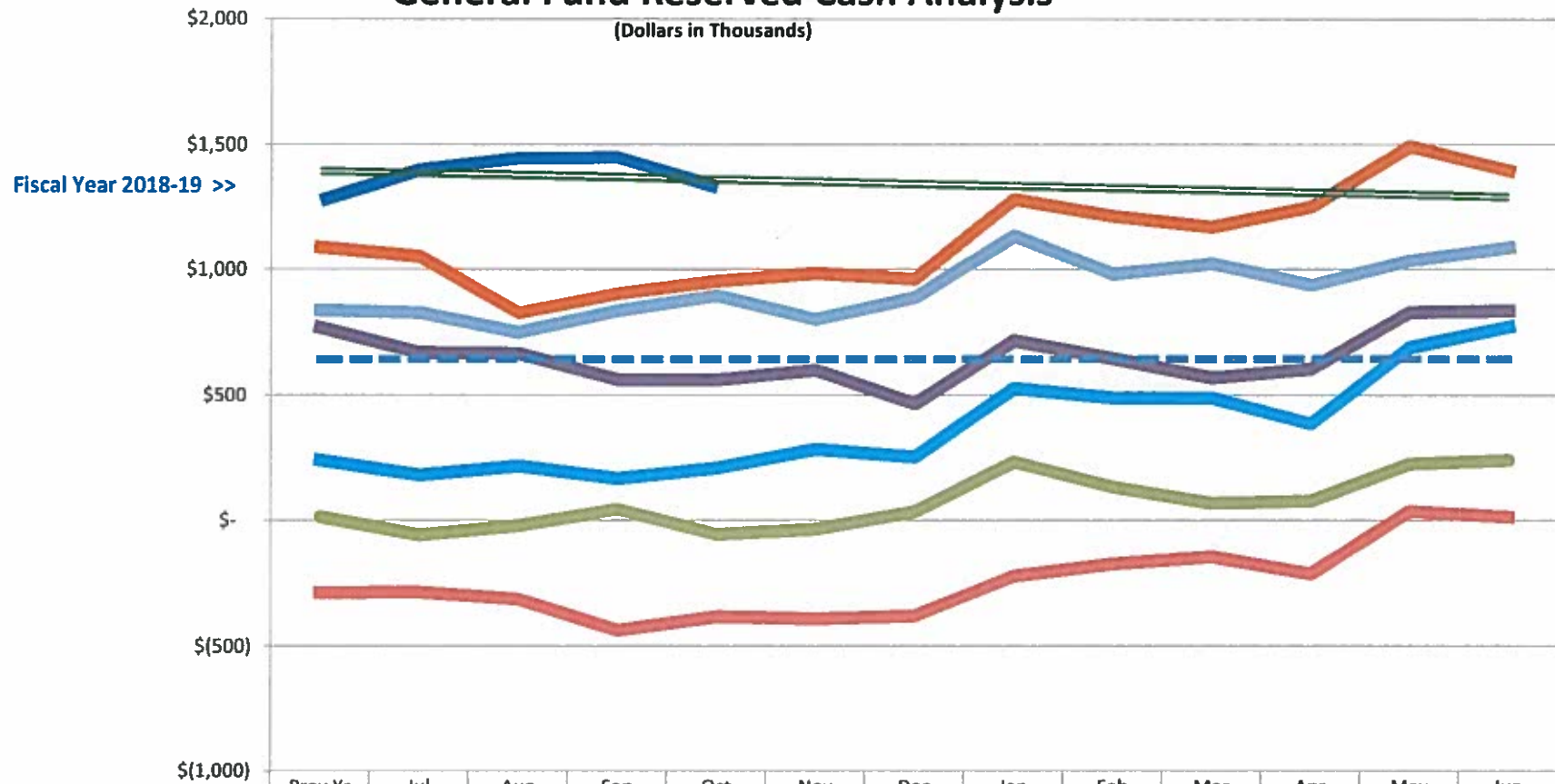
- Negative cash fund balances are due to timing of funding allocations and reimbursements.
 - Fund 250 – To be funded by Streets & Roads monies through Placer County Transportation Agency and budgeted fund transfers (100/253). Funding expected in latter part of fiscal year.
 - Capital Projects – All expenditures are anticipated to be reimbursed by grant funds, developer fees, and Special Revenue funds as budgeted.
- Expenses for October included the following (in addition to normal monthly operations);
 - Quarterly (FY2019 – Q1) payment for Sheriff services (\$169,000),
 - Quarterly payment for Animal Control (\$7,000)
 - Annual loan payment to State Water Resources Control Board (\$438,000)
 - Pond 1 Cross Levee construction costs (\$122,000)

ATTACHMENTS:

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

City of Colfax - October 2018

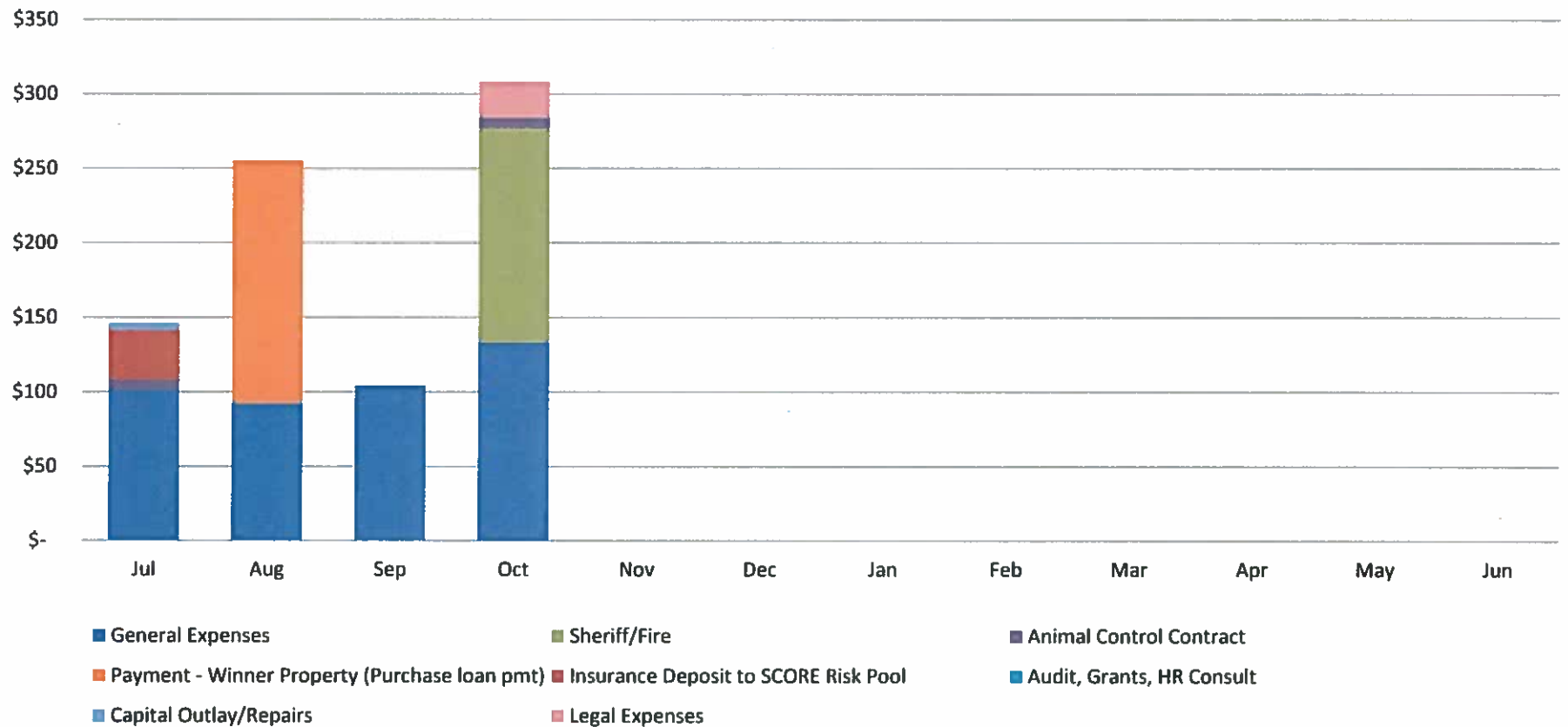
General Fund Reserved Cash Analysis

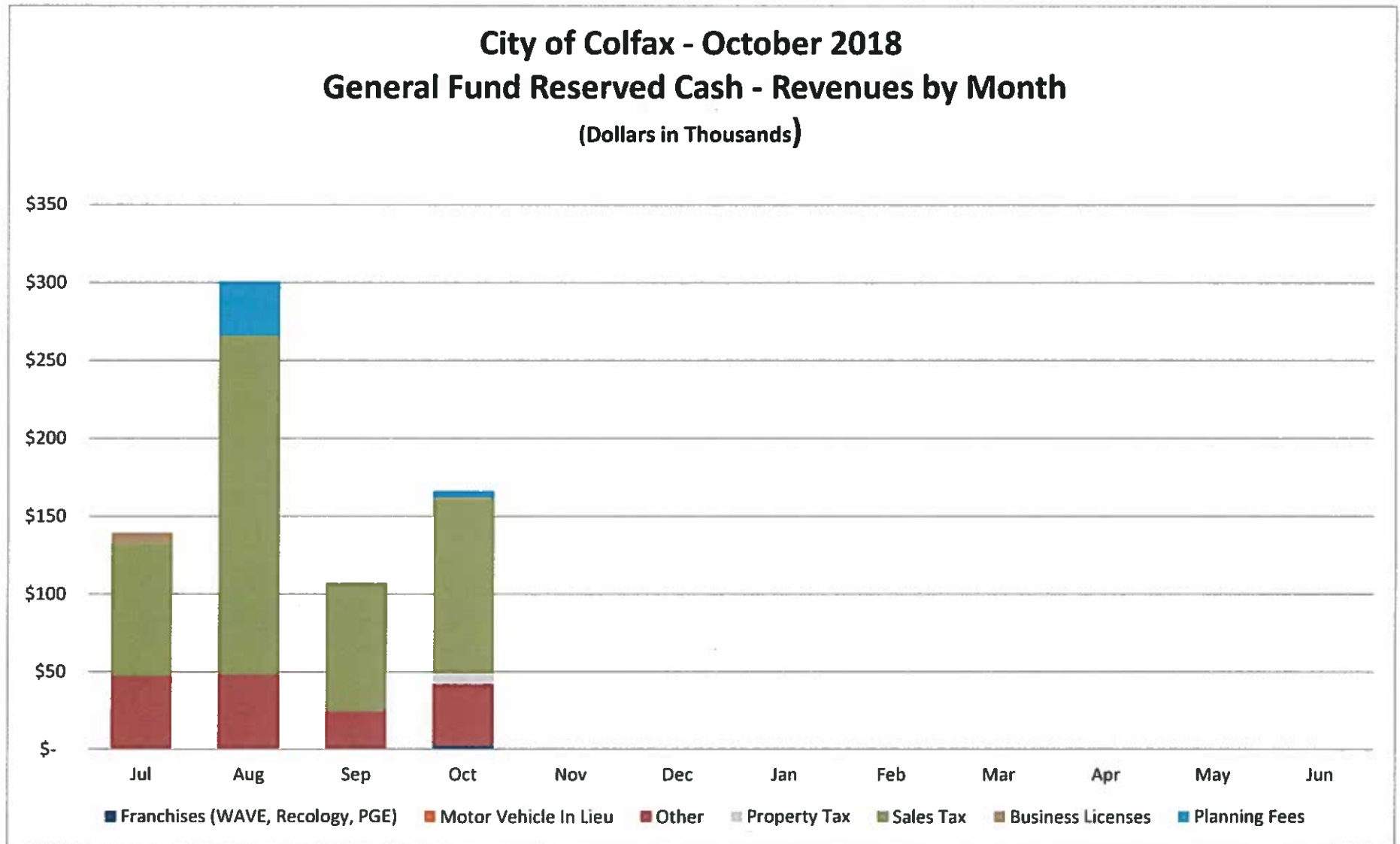


	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329								
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	\$838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	\$773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	\$240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	\$15
*Reserves (Ops, Cap, Pen)	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645
Budget FY2018-19	\$1,393	\$1,385	\$1,376	\$1,368	\$1,359	\$1,351	\$1,342	\$1,334	\$1,325	\$1,317	\$1,308	\$1,300	\$1,291

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

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





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

	9/30/2018	Revenues In	Expenses Out	Transfers	Balance 10/31/2018
US Bank	\$ 333,831.36	\$ 501,345.63	\$ (1,116,303.81)	\$ 775,000.00	\$ 493,873.18
LAIF	\$ 4,834,655.78	\$ 24,988.19		\$ (775,000.00)	\$ 4,084,643.97
Total Cash - General Ledger	<u>\$ 5,168,487.14</u>	<u>\$ 526,333.82</u>	<u>\$ (1,116,303.81)</u>	<u>\$ -</u>	<u>\$ 4,578,517.15</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 5,168,787.14</u>	<u>\$ 526,333.82</u>	<u>\$ (1,116,303.81)</u>	<u>\$ -</u>	<u>\$ 4,578,817.15</u>

Change in Cash Account Balance - Total \$ (589,969.99)

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (916,395.07)
3. Cash Receipts - Daily Cash Summary Report	\$ 256,807.51
Payroll Checks and Tax Deposits	\$ (90,232.35)
Utility Billings - Receipts	\$ 134,936.73
Service Charge/Adj/Voids	\$ (75.00)
LAIF Interest	\$ 24,988.19
	<u>\$ (589,969.99)</u> \$ -

Prepared by: Laurie Van Groningen 11/8/18
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock 11/20/2018
Wes Heathcock, City Manager

City of Colfax

Cash Transactions Report - October 2018

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,554,889.41	\$ 150,922.67	\$ (265,425.47)	\$ 1,440,386.61
Fund: 120 - Land Development Fees	\$ 14,303.75	\$ 1,100.00	\$ (18,519.33)	\$ (3,115.58)
Fund: 570 - Garbage Fund	\$ (122,225.03)	\$ 14,336.44	\$ -	\$ (107,888.59)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,446,968.13	\$ 166,359.11	\$ (283,944.80)	\$ 1,329,382.44
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ (11,400.00)	\$ -	\$ -	\$ (11,400.00)
Fund: 205 - Escrow Funds	\$ 221,626.76	\$ 4.69	\$ -	\$ 221,631.45
Fund: 571 - AB939 Landfill Diversion	\$ 28,117.26	\$ -	\$ -	\$ 28,117.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 779,005.38	\$ 21,443.28	\$ (6,974.65)	\$ 793,474.01
Fund Type: 1.14 - General Fund - Restricted	\$ 1,017,349.40	\$ 21,447.97	\$ (6,974.65)	\$ 1,031,822.72
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ -	\$ -	\$ -	\$ -
Fund: 211 - Mitigation Fees - Drainage	\$ 3,111.75	\$ 15.66	\$ -	\$ 3,127.41
Fund: 212 - Mitigation Fees - Trails	\$ 43,594.17	\$ 219.34	\$ -	\$ 43,813.51
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 68,424.86	\$ 344.27	\$ -	\$ 68,769.13
Fund: 214 - Mitigation Fees - City Bldgs	\$ -	\$ -	\$ -	\$ -
Fund: 215 - Mitigation Fees - Vehicles	\$ -	\$ -	\$ -	\$ -
Fund: 217 - Mitigation Fees - DT Parking	\$ 22,040.89	\$ 110.90	\$ -	\$ 22,151.79
Fund: 218 - Support Law Enforcement	\$ -	\$ -	\$ (25,000.00)	\$ (25,000.00)
Fund: 244 - CDBG Program Inc - ME Lending	\$ 205,716.98	\$ 1,031.68	\$ -	\$ 206,748.66
Fund: 250 - Streets - Roads/Transportation	\$ (56,701.22)	\$ 2,520.13	\$ (16,231.24)	\$ (70,412.33)
Fund: 253 - Gas Taxes	\$ 13,368.21	\$ 11,958.02	\$ (1,798.26)	\$ 23,527.97
Fund: 270 - Beverage Container Recycling	\$ 18,199.49	\$ 91.57	\$ -	\$ 18,291.06
Fund: 280 - Oil Recycling	\$ 3,588.46	\$ 12,528.79	\$ (12,510.73)	\$ 3,606.52
Fund: 292 - Fire Department Capital Funds	\$ 31,415.55	\$ 157.23	\$ -	\$ 31,572.78
Fund: 342 - Fire Construction - Mitigation	\$ 2,478.57	\$ 12.48	\$ -	\$ 2,491.05
Fund: 343 - Recreation Construction	\$ 2,479.03	\$ 12.48	\$ -	\$ 2,491.51
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 357,716.74	\$ 29,002.55	\$ (55,540.23)	\$ 331,179.06
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ (2,187.50)	\$ -	\$ (591.15)	\$ (2,778.65)
Fund: 351 - Rising Sun Project	\$ 59,722.37	\$ 313.18	\$ (92.50)	\$ 59,943.05
Fund: 355 - CDBG Pavement - Culver	\$ (13,009.43)	\$ -	\$ (1,015.21)	\$ (14,024.64)
Fund: 385 - Roundabout	\$ (226,031.15)	\$ 67,598.82	\$ (23,153.72)	\$ (181,586.05)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (181,505.71)	\$ 67,912.00	\$ (24,852.58)	\$ (138,446.29)
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 1,001,534.64	\$ 99,769.82	\$ (196,396.32)	\$ 904,908.14
Fund: 561 - Sewer Liftstations	\$ 335,196.07	\$ 14,143.32	\$ (19,170.56)	\$ 330,168.83
Fund: 563 - Wastewater Treatment Plant	\$ 618,782.45	\$ 37,235.94	\$ (439,192.32)	\$ 216,826.07
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ -	\$ -	\$ -	\$ -
Fund: 567 - Inflow & Infiltration	\$ 530,903.90	\$ -	\$ -	\$ 530,903.90
Fund Type: 2.11 - Enterprise Funds - Unassign	\$ 2,527,497.06	\$ 151,149.08	\$ (654,759.20)	\$ 2,023,886.94
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 461.52	\$ 90,463.11	\$ (90,232.35)	\$ 692.28
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 461.52	\$ 90,463.11	\$ (90,232.35)	\$ 692.28
Grand Totals:	\$ 5,168,487.14	\$ 526,333.82	\$ (1,116,303.81)	\$ 4,578,517.15

Check Register Report

October 2018 Checks Processed

Item 3B

Date: 11/08/2018

Time: 7:05 AM

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
53978	10/05/2018	Reconciled		03141	CALPERS	HEALTH PREMIUMS OCT 2018	9,668.46
53979	10/04/2018	Reconciled		03540	COLFAX LIONS CLUB	CRUISE NIGHTS EVENT DEP REFUND	100.00
53980	10/04/2018	Reconciled		03562	COMMERCIAL PUMP SERVICE, INC	VFD RPR/TESTING	360.00
53981	10/04/2018	Reconciled		04234	DE LAGE LANDEN FINANCIAL	SEPT 2018 COPY MACH	468.34
53982	10/04/2018	Reconciled		04250	DEPARTMENT OF CONSERVATION	Q3 2018 STRONG MOTION FEES	38.71
53983	10/04/2018	Reconciled		04532	DIVISION OF STATE ARCHITECT	10% SB1186 FEES COLLECTED	60.00
53984	10/04/2018	Reconciled		07460	GOLD COUNTRY MEDIA	LEGAL NOTICE RFQ FOR ENG	238.93
53985	10/04/2018	Reconciled		07570	GRAINGER	WWTP SUPPLIES	86.40
53986	10/04/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	265.77
53987	10/04/2018	Reconciled		08086	HBE RENTALS	SAW RENTALS	40.00
53988	10/04/2018	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 9/25/18	359.93
53989	10/04/2018	Reconciled		08501	HOME DEPOT CREDIT SERVICES	STMT 9/21/18	455.16
53990	10/04/2018	Reconciled		12209	LIEBERT CASSIDY WHITMORE	CONSORTIUM MEMBERSHIP	2,020.00
53991	10/04/2018	Reconciled		16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS SEPT 2018	5,973.58
53992	10/04/2018	Reconciled		16202	PLACER COUNTY OES FISCAL UNIT	Q4 FIRE PROTECTION	5,944.50
53993	10/04/2018	Reconciled		16200	PLACER COUNTY SHERIFF DEPT.	SHERIFF CONTRACT FY 18/19 Q1	169,038.00
53994	10/04/2018	Reconciled		19696	SWRCB	SRF FINANCING AGMT #118529-18-FINANCIAL SVCS SEPT 2018	438,973.80
53995	10/04/2018	Reconciled		22106	VAN GRONINGEN & ASSOCIATES		6,993.75
53996	10/04/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONE	217.42
53997	10/11/2018	Reconciled		1204	ABBOTT, FRED & MAUREEN	RR DAYS EVENT DEPOSIT REFUND	100.00
53998	10/11/2018	Reconciled		01270	ADAMS ASHBY GROUP, INC.	INCOME SURVEY	360.00
53999	10/11/2018	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	104.06
54000	10/11/2018	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	STMT 9/30/18	605.57
54001	10/11/2018	Reconciled		01500	ANDERSON'S SIERRA	QUINNS LANE RPR	750.86
54002	10/11/2018	Reconciled		2087	BASIC PACIFIC	FSA PLAN FEES SEPT 2018	45.00
54003	10/11/2018	Reconciled		07460	GOLD COUNTRY MEDIA	EMPLOYMENT AD MAINT WORKER	40.30
54004	10/11/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	734.56
54005	10/11/2018	Reconciled		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	1,215.89
54006	10/11/2018	Reconciled		08660	HUNT AND SONS, INC.	PW FUEL	480.76
54007	10/11/2018	Reconciled		13262	MEYERS NAVE	LEGAL MATTER 2019.002	23,763.85
54008	10/11/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	321.34
54009	10/11/2018	Reconciled		14859	GHD INC.	ROUNDAABOUT ENG SEPT 2018	20,295.92
54010	10/11/2018	Reconciled		16035	PG&E	ELECTRICITY	17,796.13
54011	10/11/2018	Reconciled		16138	PLACER COUNTY AUDITOR-	RETURN OF RR DAYS DEPOSIT	25.00
54012	10/11/2018	Reconciled		18400	RIEBES AUTO PARTS	STMT 9/30/18	75.90
54013	10/11/2018	Reconciled		18883	SAC-VAL JANITORIAL SUPPLY	SUPPLIES	161.22
54014	10/11/2018	Reconciled		19037	SAFE SIDE SECURITY	CORP YARD SECURITY	95.00
54015	10/11/2018	Reconciled		19193	SECURE RECORD MANAGEMENT	SHREDDING SVC	40.00
54016	10/11/2018	Reconciled		01790	SIERRA OFFICE PRODUCTS	STMT 10/1/18	246.11
54017	10/11/2018	Printed		21560	US BANK CORPORATE PMT SYSTEM	STMT 9/24/18	1,175.25
54018	10/11/2018	Reconciled		22134	VISION QUEST	TECH SUPPORT NOV 2018	1,494.00
54019	10/11/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
54020	10/11/2018	Reconciled		23301	WESTERN PLACER WASTE	SEPT 2018 SLUDGE REMOVAL	582.75
54021	10/22/2018	Printed		1161	49ER WATER SERVICES	AUG 2018 MONTHLY TESTING	2,334.00
54022	10/22/2018	Printed		01500	ANDERSON'S SIERRA	POUNDS CT RPR	63.68
54023	10/22/2018	Reconciled		01766	AT&T MOBILITY	CITY CELL PHONES	689.46
54024	10/22/2018	Reconciled		03121	CALIFORNIA BUILDING	Q2 & Q3 2018 BUILDING FEES	53.10
54025	10/22/2018	Reconciled		03401	CHOICE BUILDER	NOV 2018 PREMIUMS	718.49
54026	10/22/2018	Reconciled		03493	COASTLAND CIVIL ENGINEERING	SEPT 2018 ENGINEERING SVCS	20,448.28

Check Register Report

October 2018 Checks Processed

Item 3B

Date: 11/08/2018

Time: 8:06 AM

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
54027	10/22/2018	Printed		03562	COMMERCIAL PUMP SERVICE, INC	FLOW METER RPR	437.85
54028	10/22/2018	Reconciled		4401	DIAMOND D GENERAL ENGINEERING	POND 1 CROSS LEVEE CHNG ORDER	122,190.65
54029	10/22/2018	Reconciled		05220	ENVIRONMENTAL LEVERAGE INC	LIFT STATION MICROBLOCKS	288.42
54030	10/22/2018	Reconciled		05221	EOSI - ENVIRONMENT OPERATING	WWTP CHEMICALS	5,329.17
54031	10/22/2018	Reconciled		07460	GOLD COUNTRY MEDIA	PUBLIC NOTICE OF MIT FEES	154.56
54032	10/22/2018	Printed		08070	HANSEN BROS. ENTERPRISES	PLEASANT ST RPR	412.42
54033	10/22/2018	Reconciled		08086	HBE RENTALS	LAWN AERATOR RENTAL	105.00
54034	10/22/2018	Reconciled		08660	HUNT AND SONS, INC.	PW FUEL	306.89
54035	10/22/2018	Reconciled		23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	2,553.50
54036	10/22/2018	Printed		19390	MAR-VAL'S SIERRA MARKET	STMT 9/30/18	7.19
54037	10/22/2018	Void	11/01/2018	13277	MMANC	MEMBERSHIP 2018/2019	0.00
54038	10/22/2018	Reconciled		16142	PLACER COUNTY	ENVELOPES	124.89
54039	10/22/2018	Reconciled		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	748.00
54040	10/22/2018	Reconciled		03580	PLACER COUNTY HHS	ANIMAL & FIELD SVCS Q1 18/19	7,014.83
54041	10/22/2018	Reconciled		18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS SEPT 2018	2,625.00
54042	10/22/2018	Reconciled		19070	SCORE - SMALL CITIES ORGANIZED	WORKERS COMP 2ND QTR 2018	18,767.29
54043	10/22/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	STMT 10/8/18	159.90
54044	10/22/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	DEPOT PHONE	17.26
54045	10/22/2018	Reconciled		23451	WOOD RODGERS	GRANT APPLICATION	2,960.00
54046	10/29/2018	Printed		011200	24 SEVEN FIRE PROTECTION	ANNUAL FIRE EXT MAINT.	546.45
54047	10/29/2018	Printed		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS SEPT 2018	4,080.00
54048	10/29/2018	Printed		03173	LORRAINE CASSIDY	CLASS MILEAGE REIMBURSEMENT	17.66
54049	10/29/2018	Printed		04234	DE LAGE LANDEN FINANCIAL	OCT 2018 COPY MACH MAINT.	491.76
54050	10/29/2018	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE	183.42
54051	10/29/2018	Printed		07570	GRAINGER	WWTP REPLACEMENT PARTS	195.85
54052	10/29/2018	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING SEPT 2018	1,313.75
54053	10/29/2018	Printed		16300	PCWA -PLACER COUNTY	WATER	2,028.40
54054	10/29/2018	Printed		16559	PLAZA TIRE AND AUTO SERVICE	BACKHOE TIRES	1,309.74
54055	10/29/2018	Printed		16230	PMSI	ASPHALT PATCH	842.29
54056	10/29/2018	Printed		18121	RCH GROUP, INC.	MAIDU CEQA	4,460.00
54057	10/29/2018	Printed		19396	SIERRA SAFETY COMPANY	PW & WWTP SUPPLIES	513.47
54058	10/29/2018	Printed		23169	WAVE BUSINESS SOLUTIONS	FIRE DEPT PHONE	35.33
				Total Checks: 81	Checks Total (excluding void checks):		916,395.07
				Total Payments: 81	Bank Total (excluding void checks):		916,395.07
				Total Payments: 81	Grand Total (excluding void checks):		916,395.07

DAILY CASH SUMMARY REPORT

October 2018 General Receipts
10/01/2018 - 10/31/2018

Item 3B

10/8/2018
10:04:10
9:26 am

City of Colfax

		Debit	Credit	Net Chng
Fund: 100 - General Fund				
10/01/2018	Daily Totals	3,920.97	0.00	3,920.97
10/02/2018	Daily Totals	262.15	0.00	262.15
10/03/2018	Daily Totals	1.00	0.00	1.00
10/04/2018	Daily Totals	1,337.00	0.00	1,337.00
10/05/2018	Daily Totals	136.90	0.00	136.90
10/09/2018	Daily Totals	808.15	0.00	808.15
10/11/2018	Daily Totals	263.80	0.00	263.80
10/15/2018	Daily Totals	0.00	210.09	-210.09
10/17/2018	Daily Totals	3,501.30	0.00	3,501.30
10/18/2018	Daily Totals	1,852.58	0.00	1,852.58
10/23/2018	Daily Totals	1.00	0.00	1.00
10/24/2018	Daily Totals	112,572.99	0.00	112,572.99
10/25/2018	Daily Totals	750.05	0.00	750.05
10/29/2018	Daily Totals	3,289.62	0.00	3,289.62
10/30/2018	Daily Totals	9,368.79	0.00	9,368.79
10/31/2018	Daily Totals	0.00	2.00	-2.00
Fund: 100 - General Fund		TOTALS:	138,066.30	212.09
Fund: 120 - Land Development Fees				
10/04/2018	Daily Totals	1,100.00	0.00	1,100.00
Fund: 120 - Land Development Fees		TOTALS:	1,100.00	0.00
Fund: 205 - Escrow Account - Developers				
10/31/2018	Daily Totals	4.69	0.00	4.69
Fund: 205 - Escrow Account - Developers		TOTALS:	4.69	0.00
Fund: 250 - Streets - Roads/Transportation				
10/24/2018	Daily Totals	2,520.13	0.00	2,520.13
Fund: 250 - Streets - Roads/Transportation		TOTALS:	2,520.13	0.00
Fund: 253 - Gas Taxes				
10/02/2018	Daily Totals	4,508.46	0.00	4,508.46

Limited to include: JE Types of: CR,RE

DAILY CASH SUMMARY REPORT

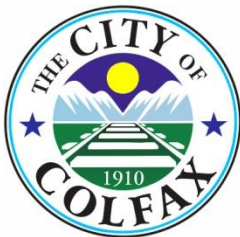
October 2018 General Receipts
10/01/2018 - 10/31/2018

Page 3B
10/31/2018

10:04:10
9:26 am

City of Colfax

		Debit	Credit	Net Chng
10/22/2018	Daily Totals	3,323.29	0.00	3,323.29
10/30/2018	Daily Totals	3,688.94	0.00	3,688.94
Fund: 253 - Gas Taxes	TOTALS:	11,520.69	0.00	11,520.69
Fund: 385 - Roundabout Project				
10/04/2018	Daily Totals	67,598.82	0.00	67,598.82
Fund: 385 - Roundabout Project	TOTALS:	67,598.82	0.00	67,598.82
Fund: 560 - Sewer				
10/05/2018	Daily Totals	440.76	0.00	440.76
10/11/2018	Daily Totals	61.33	0.00	61.33
Fund: 560 - Sewer	TOTALS:	502.09	0.00	502.09
Fund: 563 - Wastewater Treatment Plant				
10/31/2018	Daily Totals	0.00	72.84	-72.84
Fund: 563 - Wastewater Treatment Plant	TOTALS:	0.00	72.84	-72.84
Fund: 570 - Garbage Fund				
10/19/2018	Daily Totals	14,336.44	0.00	14,336.44
Fund: 570 - Garbage Fund	TOTALS:	14,336.44	0.00	14,336.44
Fund: 572 - Landfill Post Closure Mainten				
10/19/2018	Daily Totals	21,443.28	0.00	21,443.28
Fund: 572 - Landfill Post Closure Mainten	TOTALS:	21,443.28	0.00	21,443.28
GRAND TOTALS:		257,092.44	284.93	256,807.51



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED By: Wes Heathcock, City Manager
DATE: November 19, 2018
SUBJECT: RGS Contract Extension for Planning Services

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$368,000 total contract –7/2018 to 6/2020	FROM FUNDS: 100-450
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RECOMMENDED ACTION: Adopt Resolution 74-2018 authorizing the City Manager to extend the contract with RGS for planning services on an as needed basis not to exceed \$190,000 and subject to renewal June 30, 2020.

ISSUE STATEMENT AND DISCUSSION:

The current contract with Regional Government Services (RGS) provides contract services for an onsite Planning Director on an as needed basis. RGS was created by local governments to support local governments. Regional Government Services is a Joint Powers Authority (JPA) providing administrative, staffing and consulting services to other public agencies. RGS does not operate on a for-profit basis and is supported solely by fees for services. Thus, RGS is able to provide professional services to other public agencies at affordable costs.

They have successfully provided Colfax with the services of Amy Feagans, who has 20+ years of experience as a planner in the Sierra foothills region. Ms. Feagans is experienced, knowledgeable and dedicated to public service. She guides developers and potential Colfax business owners through the various planning processes. She has developed a new planning application and begun the process of updating the Colfax zoning maps. The current contract with RGS requires approval from City Council to extend services on an ongoing, as needed basis beyond July 2018. The contract services were approved in conjunction with Council budget discussions. Funding is through the General Fund with revenue available with the City's increasing planning activity.

FINANCIAL IMPACT:

The contract amendment is charged to the planning department fund 100-425 for services provided under the contract terms. The contract extension is for 2-years with a cost not to exceed \$190,000.

ATTACHMENTS:

1. Resolution 74-2018
2. RGS Contract Extension (2nd Amendment to the Contract)
3. RGS Contract

City of Colfax

City Council

Resolution № 74-2018

**AUTHORIZING THE CITY MANAGER TO EXTEND THE CONTRACT WITH
RGS FOR PLANNING SERVICES ON AN AS NEEDED BASIS NOT TO EXCEED
\$190,000 AND SUBJECT TO RENEWAL JUNE 30, 2020**

Whereas, the City of Colfax needs the services of a Planner on an on-call basis; and

Whereas, RGS is a qualified Joint Powers Authority for supplying Planning personnel;
and

Whereas, RGS has successfully provided the services of Amy Feagans who has over twenty years of experience as a planner; and,

Whereas, the RGS initial contract has been fulfilled, and the City is need of extending the contract through June 30, 2020,

Now, Therefore, Be It Resolved and Declared by the City Council of the City of Colfax, that the City Manager is authorized to extend the contract with RGS for planning services on an as needed basis, not-to-exceed \$190, 000.

The Foregoing Resolution was Duly and Regularly Adopted at a regular meeting of the City Council of the City of Colfax held on the 12th day of December 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



**AMENDMENT NO. 2 TO MANAGEMENT AND ADMINISTRATIVE
SERVICES AGREEMENT**

This document constitutes Amendment No. 2 entered into as of the 27th day of July, 2018 to the Management and Administrative Services Agreement entered into as of the 15th day of June 24, 2015 by and between the CITY OF COLFAX, ("Agency"), and Regional Government Services Authority, hereinafter called "RGS".

RECITALS

This Amendment is entered into with reference to the following facts and circumstances:

- A. Agency desires to amend the provisions of the Agreement to extend the services of the Coordinating Advisor.
- B. Agency desires that services be extended effective as of July 1, 2018 and anticipates these to remain active through June 30, 2020, unless extended by mutual consent of both parties.
- C. Agency desires to increase the not-to-exceed (NTE) amount by \$190,000 for a total of \$360,000.
- D. Compensation for services will be based on the terms and conditions of the Management and Administrative Services Agreement dated 6/24/15, which includes annual adjustments as specified.
- E. RGS is desirous of these changes as well.
- F. All other terms and conditions of the Agreement shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

Agency

Dated: _____

RGS

Wes Heathcock, Colfax City Manager

Richard H. Averett, Executive Director



Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

RGS provides quality, innovative, cost-effective services exclusively to public agencies.

Main 650.587.7300 Fax 650.587.7311 P.O. Box 1350 Carmel Valley, CA 93924

www.rgs.ca.gov

Agreement for Management and Administrative Services

This Agreement for Management Services ("Agreement") is made and entered into as of the 24th day of June 2015, by and between the City of Colfax, a municipal agency ("Agency"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS's profession.

1.2 Assignment of Personnel. In the event that Agency, at any time during the term of this Agreement, desires the reassignment of personnel, Agency shall make a request to RGS and RGS shall meet and confer in good faith to consider reassigning such person or persons. RGS shall assign only competent personnel to perform services pursuant to this Agreement.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy RGS's obligations hereunder in the Exhibits.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in the Exhibits and shall continue until the date anticipated in the Exhibits to terminate, at which time services may continue on a month-to-month basis until one party terminates the Agreement. This Agreement may be terminated by either

Party, with or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in the Exhibits.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

- 5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. Key RGS staff who will coordinate services to the Agency are indicated in the Exhibits. The Executive Director will not reassign any of the staff indicated in the Exhibits without first consulting with the Agency. The Executive Director or assigned staff will consult with Agency on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of Agency.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the Exhibits.
- 5.4** Agency shall not have any right to discharge any employee of RGS from employment.
- 5.5** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation. RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than ONE MILLION DOLLARS (\$1,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

6.2.2 Minimum scope of coverage. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by

the Agency shall be called upon to contribute to a loss under the coverage.

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Claims Made Policies. The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The Agency shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the Agency prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

6.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

6.4.2 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.4.3 Subcontractors. RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 Variation. The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency's interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. RGS shall disclose to Agency self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

6.4.6 Insurance Policies. The insurance policies shall be maintained throughout the term of this Agreement and proof of insurance shall be available for inspection by Agency upon request.

6.4.7 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies Agency may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for RGS's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b. Order RGS to stop work under this Agreement or withhold any payment that becomes due thereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Reporting Requirements. If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

7.4 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

7.5 Licenses and Permits. RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide

the services contemplated by this Agreement. RGS represents and warrants to the Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 8.3 RGS's Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys' Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14. Employment Offers to Our Staff. Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to the AGENCY or has provided RGS services to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15. Entire Agreement. This Agreement, including the Exhibits, comprises the entire Agreement.

Section 16. Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations

will arise when any claim or demand is made against Agency which premises Agency's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to Agency, an RGS employee or a person performing work pursuant to this Agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

- 16.2 Agency's indemnity obligations.** Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with Agency, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

Section 17. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, addressed as follows:

Agency: City of Colfax
33 South Main Street
Colfax, CA 95713

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: 6/30, 2015

Agency

By: 

Mark Miller, City Manager

APPROVED AS TO FORM:

DATED: 6/30/2015, 2015

By: Alfred Cabral

Alfred Cabral, City Attorney

DATED: 6/29/2015, 2015

Regional Government Services Authority

By: Richard H. Averett

Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: 6/29/2015, 2015

By: Lindsey Zwicker, Esq. for Sky Woodruff

Sky Woodruff, Authority Counsel

Exhibit A**Compensation.**

1. **Fees.** The Agency agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the RGS employee(s) providing the services herein described. Compensation is shown on an hourly basis.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Employment Cost Index (total compensation - not seasonally adjusted) for state and local government workers ("ECI") from March of the prior year to March of the current year. Irrespective of the movement of the ECI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the ECI from March of the prior year to March of the current year.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days advance written notice.

Payment Address. All payments due RGS shall be paid to:
Regional Government Services Authority
PO Box 1350
Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Mark Miller	mark.miller@colfax-ca.gov
Amy Ugalde	admin@colfax-ca.gov

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Mark Miller	Mark.miller@colfax-ca.gov
Lorraine Cassidy	city.clerk@colfax-ca.gov

RGS STAFF

	RGS STAFF POSITION	HOURLY RATE*
Amy Feagans	Coordinating Advisor	\$95.00

*The Hourly Rate does not include direct external costs which will be invoiced to the Agency with no markup.

The start date for the services to be performed is on or about July 7, 2015, and this Agreement is anticipated to remain in force through June 30, 2016.

Such employee may perform services at the Agency offices available in Colfax or at other locations.

The cost of services shall not exceed eighty-five thousand dollars (\$85,000) per year without prior written approval.

Exhibit B

Scope of Services. RGS shall assign an RGS employee or employees to perform the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As are consistent with the services described herein.
- Perform related work as required.

Certificate Of Completion

Envelope Number: A32ADC4C587448B1A7548989A22AED55
Subject: Please DocuSign this document: Colfax-RGS Agreement 2015-06-22.pdf
Source Envelope:
Document Pages: 13
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Enabled

Status: Delivered

Envelope Originator:
Linda T. Babonis
P.O. Box 1350
Carmel Valley, CA 93924
lbabonis@rgs.ca.gov
IP Address: 99.41.163.217

Record Tracking

Status: Original
6/29/2015 4:53:49 PM PT

Holder: Linda T. Babonis
lbabonis@rgs.ca.gov

Location: DocuSign

Signer Events

Richard H. Averett
raverett@rgs.ca.gov
Executive Director
Regional Government Services Authority
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Signature

Richard H. Averett

Using IP Address: 98.210.35.84

Timestamp

Sent: 6/29/2015 5:03:55 PM PT
Viewed: 6/29/2015 5:14:28 PM PT
Signed: 6/29/2015 5:15:05 PM PT

Lindsey Zwicker, Esq. for Sky Woodruff
lzwicker@meyersnave.com
Security Level: Email, Account Authentication
(None)

Lindsey Zwicker, Esq. for Sky Woodruff

Using IP Address: 206.169.145.158

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Signed: 6/29/2015 5:17:55 PM PT

Electronic Record and Signature Disclosure:
Not Offered
ID:

Alfred Cabral
aacabral1954@gmail.com
Security Level: Email, Account Authentication
(None)

Alfred Cabral

Using IP Address: 73.220.189.15

Sent: 6/29/2015 5:17:57 PM PT
Viewed: 6/30/2015 10:16:36 AM PT
Signed: 6/30/2015 10:21:19 AM PT

Electronic Record and Signature Disclosure:
Not Offered
ID:

Mark Miller
mark.miller@colfax-ca.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered
ID:

Sent: 6/30/2015 10:21:21 AM PT
Viewed: 6/30/2015 10:50:36 AM PT

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

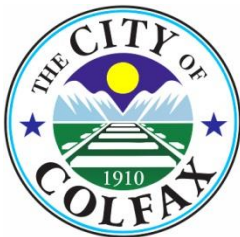
Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/30/2015 10:50:36 AM PT



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Chris J. Clardy, Community Services Director
DATE: December 4, 2018
SUBJECT: National Oceanic and Atmospheric Administration (NOAA) Lease Agreement

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Adopt Resolution 75-2018 Authorizing City Manager to enter into an Agreement Renewal with NOAA for lease of City property at the Wastewater Treatment Plant.

BACKGROUND AND ANALYSIS:

The National Oceanic and Atmospheric Administration (NOAA) has leased 0.11 acres of Ground Space at the Wastewater Treatment Plant since May 2006 for the operation of an all-weather monitoring site which allows for meteorological monitoring of winter storms, rain events and winds in the Sierra Nevada Mountains. The City received \$200 per month (\$2,400.00 year) from the Federal Government with the last agreement.

The NOAA lease with the City expired on September 30, 2018. The proposed renewal agreement has an increased monthly rate to \$250 per month (\$3,000.00 year). The market value for the .11 acres is calculated at \$.03 times the square footage of the property plus incidental costs (utilities, etc.). The lease revenue is credited to the 560 Enterprise Fund since the equipment is located on the Wastewater Treatment Plant property.

RECOMMENDATION

Staff is recommending City Council authorize the City Manager to enter into a lease agreement with NOAA in the amount of \$250 per month (\$3,000/year) paid to the City of Colfax.

ATTACHMENTS:

1. Resolution 75-2018
2. Lease Agreement

City of Colfax
City Council

Resolution № 75-2018

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION FOR LEASE OF CITY PROPERTY AT THE
WASTEWATER TREATMENT PLANT**

WHEREAS, the City was approached by the National Oceanic and Atmospheric Administration (NOAA) who expressed a desire to renew the real property lease agreement at the Wastewater Treatment Plant; and

WHEREAS, NOAA will lease .11 acres of ground space for the operation of a meteorological monitoring system; and

WHEREAS, the term of the agreement is for ten (10) years; and

WHEREAS, the City will collect a rental fee of \$250.00 per month for the duration of the agreement; and

WHEREAS, City staff is recommending approval of the lease agreement with NOAA.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with National Oceanic and Atmospheric Administration for the lease of .11 acres of ground space at the Wastewater Treatment Plant.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 12th day of December, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



U.S. GOVERNMENT LEASE FOR REAL PROPERTY



DATE OF LEASE:

LEASE NO: 19WSR0200C

THIS LEASE under the authority of 40 U.S.C. §585, as delegated under 41 CFR §102-73.155, is made and entered into this date by and between

City of Colfax

whose address is:

P.O. Box 702
33 S. Main Street
Colfax, CA 95713

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for considerations hereinafter mentioned, covenant and agree as follows;

1. **Lease of Premises.** Lessor operates a wastewater treatment plant on Property located as described in Exhibit "A", (Latitude 39.079478, Longitude -120.93785 ("Property") more commonly known to Lessor as City of Colfax Wastewater Treatment Plant, 23550 Grand View Ave, Colfax, CA 95713. Lessor leases to the Government and the Government leases from the Lessor a certain portion of the Property consisting of approximately 0.11 acre (5,000 square feet) of improved ground space for a meteorological monitoring "Snow Level Radar" site as depicted in Exhibit "B" (Premises) and is attached hereto and incorporated herein by reference. Throughout the Term, the Government shall have the right to ingress and egress 24 hours per day and 7 days per week.
2. **Term.** TO HAVE AND TO HOLD the said Premises for a ten (10) year term that begins on September 1, 2018 and ends on August 31, 2028, subject to the termination and other rights as may be hereinafter set forth.
3. **Rent.** The Government shall pay the Lessor an annual rent of \$3,000.00 payable at the rate of \$250.00 per month in arrears. If the term of this Lease includes any partial month, rent for the partial month shall be prorated. Rent shall be made via Electronic Funds Transfer and based on the information provided in the System for Award Management (SAM) database (available at <https://www.sam.gov>). For the portion of the Term beginning on September 1, 2018 and ending on December 31, 2018, the Government agrees to pay the Lessor a one-time catch-up payment in a Lump Sum amount of \$200.00 (\$50.00 per month x "4" months) which compensates the Lessor for that portion of the term.
4. **Termination.** The Government may terminate this lease at any time by giving at least (60) calendar days' notice in writing to the Lessor, and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. **Permitted Use.** (a) The Government may use the Premises for the collection and transmission of meteorological data along with the associated installation, construction, maintenance, operation and subsequent repair(s), replacement and upgrade of its meteorological monitoring instrumentation and related equipment, cables, accessories and/or improvements (collectively, the "Equipment"). Further, the Government may install, operate, maintain and replace transmission cables among the Equipment and antenna(s), and electric lines from the main feed to the Equipment. The Government's equipment is provided on Exhibit "C". Lessor's execution of this Agreement will signify Lessor's acknowledgement of the Government's Equipment and use of the Premises. (b) The Government may take appropriate means to secure the Premises and the Government's Equipment. The Government has the right to modify, supplement, replace, or upgrade its Equipment on the Premises at any time during the term of this agreement. (c) At any time during the term of this agreement, the Government shall have the right to perform maintenance, repairs, replacement, and upgrades to its Equipment on the Premises without the consent of the Lessor.
6. **Interference.** (a) The Government represents and warrants that its use of the Premises will not interfere with existing user(s) on the Property as long as the existing user(s) operate and continue to operate in accordance with all applicable laws and regulations. (b) After the date of this agreement, the Lessor will not grant a lease, license or any other right or encumbrance to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Equipment, the operations, or the rights of the Government under this agreement. (c) Lessor will not use, nor

will Lessor permit its employees, lessees, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Equipment, the operations or the rights of the Government under this Agreement. In the event of such interference, Lessor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from the Government. In the event any such interference does not cease within the aforementioned cure period then the Government will have the right to terminate this lease agreement. The Lessor will not be responsible for interference which is beyond the reasonable control of the Lessor, as determined by the Government.

7. **Access.** For the duration of this Lease, and at no additional cost to the Government, the Lessor is responsible for ensuring the Government, its employees, contractors, subcontractors and licensees will have access to the Premises at all times. The Lessor shall be responsible for securing any easement, right of entry, or other access agreement necessary to ensure the Government's access to the Premises from a nearby public roadway. When applicable, the Lessor will provide the Government with at least two keys or the combination or code for any security fencing.
8. **Equipment.** Lessor covenants and agrees that no part of the Equipment placed or affixed to the Property by the Government will become, or be considered part of, the Premises; the Government's Equipment will remain the Property of the Government.
9. **Operations, Maintenance & Utilities.** (a) The Government will keep and maintain the Government's Equipment in good condition, reasonable wear and tear excepted; (b) the Lessor will maintain, repair, and keep in good and tenantable condition, the Premises and the access onto the Property; (c) the Lessor shall provide the Government electricity to operate the Government's equipment as part of the rental consideration.
10. **Taxes and Assessments.** The Government shall not be responsible for the payment of any taxes, assessments, or fees levied on the Premises or on the Government's Equipment.
11. **Hazardous Materials.** The leased premises shall be free of hazardous materials according to applicable federal, state, and local environmental laws and regulations.
12. **Authority to Lease.** Lessor covenants that Lessor's interest in the Property is sufficient to enter into this Lease, and that the Government may reasonably request evidence of said interest.
13. **Successors Bound.** This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.
14. **Claims.** For the purposes of this Lease, the Government is considered to be self-insured. The Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Lessor's Property/Premises by the Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. §2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. §8101 et seq., or such other legal authority as may be pertinent.
15. **Correspondence.**

Correspondence to Lessor is to be sent to:

City of Colfax
P.O. Box 702
Colfax, CA 95713
Attn: City Manager

Correspondence to Government is to be sent to:

United States Department of Commerce
NOAA Real Property Management Division
Western Regional Center, Building 1
7600 Sand Point Way NE
Seattle, WA 98115
Attn: Contracting Officer

16. **Exhibits and Attachments.** The following are attached and made a part hereof:
 - A. Exhibit "A", Property Description (1 Page)
 - B. Exhibit "B", Depiction of the Premises (1 Page)
 - C. Exhibit "C", Government's Equipment (1 Page)
 - D. General Clauses, DOC NOAA OCT 2018 (1 Page)
 - E. Representations and Certifications, GSA Form 3518-SAM (REV 01/16) (2 pages)

17. Lessor's DUNS Number. 4949152

18. The following changes were made in this lease prior to its execution: None.

19. This Lease number 19WSR0200C replaces and succeeds License Agreement No. 10WSR0213C.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: City of Colfax, California

BY _____ City Manager
Signature Name (Print), Title, & Date

IN THE PRESENCE OF:

BY _____
Signature Name (Print), Title, & Date

UNITED STATES OF AMERICA


Signature _____ Lori L. Torres
Department of Commerce Name of Contracting Officer (Print) & Date
Real Property Contracting Officer

EXHIBIT "A" LEASE NO. 19WSR0200C

CITY OF COLFAX, CALIFORNIA - WASTEWATER TREATMENT PLANT

Legend

Item 3D

 39.079478, -120.93785

 39.079478, -120.93785

Location of Government's Equipment
23550 Grand View Ave, Colfax, CA 95713

Google Earth

© 2018 Google

2000 ft



EXHIBIT "B" PREMISES

LEASE NO. 19WSR0200C, COLFAX, CALIFORNIA

23550 Grand View Ave, Colfax, CA 95713

Latitude 39.079478, Longitude -120.93785



Snow Level Radar Site
30' Meteorological Tower
FM-CW Radar mounted on a 7' X 12' Flatbed
Trailer



GENERAL CLAUSES**(Acquisition of Leasehold Interests in Real Property for Leases Up to \$150,000 Net Annual Rent)**

1. The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease.
2. **GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2011)**
If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) calendar days after such determination. If so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.
3. The Lessor shall maintain the demised premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational.
4. In the event the Lessor fails to perform any service, to provide any items, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from rental payments.
5. **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (VARIATION)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be accessed electronically at: <https://www.acquisition.gov>
6. The following FAR (48 C.F.R. part 52) and GSAR (48 C.F.R. part 552) clauses are incorporated by reference:

FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) (Applicable to leases over \$25,000; not applicable to individuals)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to leases over \$35,000)
FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (Applicable to leases over \$3,500 and 5 years)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015) (Applicable to leases over \$10,000)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016) (Applicable to leases over \$10,000)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to leases over \$10,000)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to leases over \$10,000)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to leases over \$10,000; not applicable to a State or local government agency)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over \$3,500)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
GSAR 552.270-8	COMPLIANCE WITH APPLICABLE LAW (SEP 1999)
GSAR 552.270-23	SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)
GSAR 552.270-24	STATEMENT OF LEASE (SEP 1999)
GSAR 552.270-28	MUTUALITY OF OBLIGATION (SEP 1999)
GSAR 552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
GSAR 552.270-31	PROMPT PAYMENT (JUN 2011)
GSAR 552.270-32	COVENANT AGAINST CONTINGENT FEES (JUN 2011)

Initials: _____ & _____

Lessor Government (Lessee)

General Clauses DOC NOAA OCT 2018

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number 19WSR0200C	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- ☐ Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

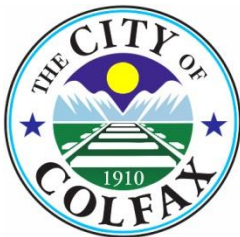
- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
 - (1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

(2) It is [] is not [] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

(a) Enter number: 4949152

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) City of Colfax P.O. Box 702 33 S. Main Street Colfax, CA 95713	TELEPHONE NUMBER (530) 346 - 2313
	<hr/> Signature	<hr/> Date



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: December 5, 2018
SUBJECT: Cash Summary Report: November 2018

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

BACKGROUND AND ANALYSIS:

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

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

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

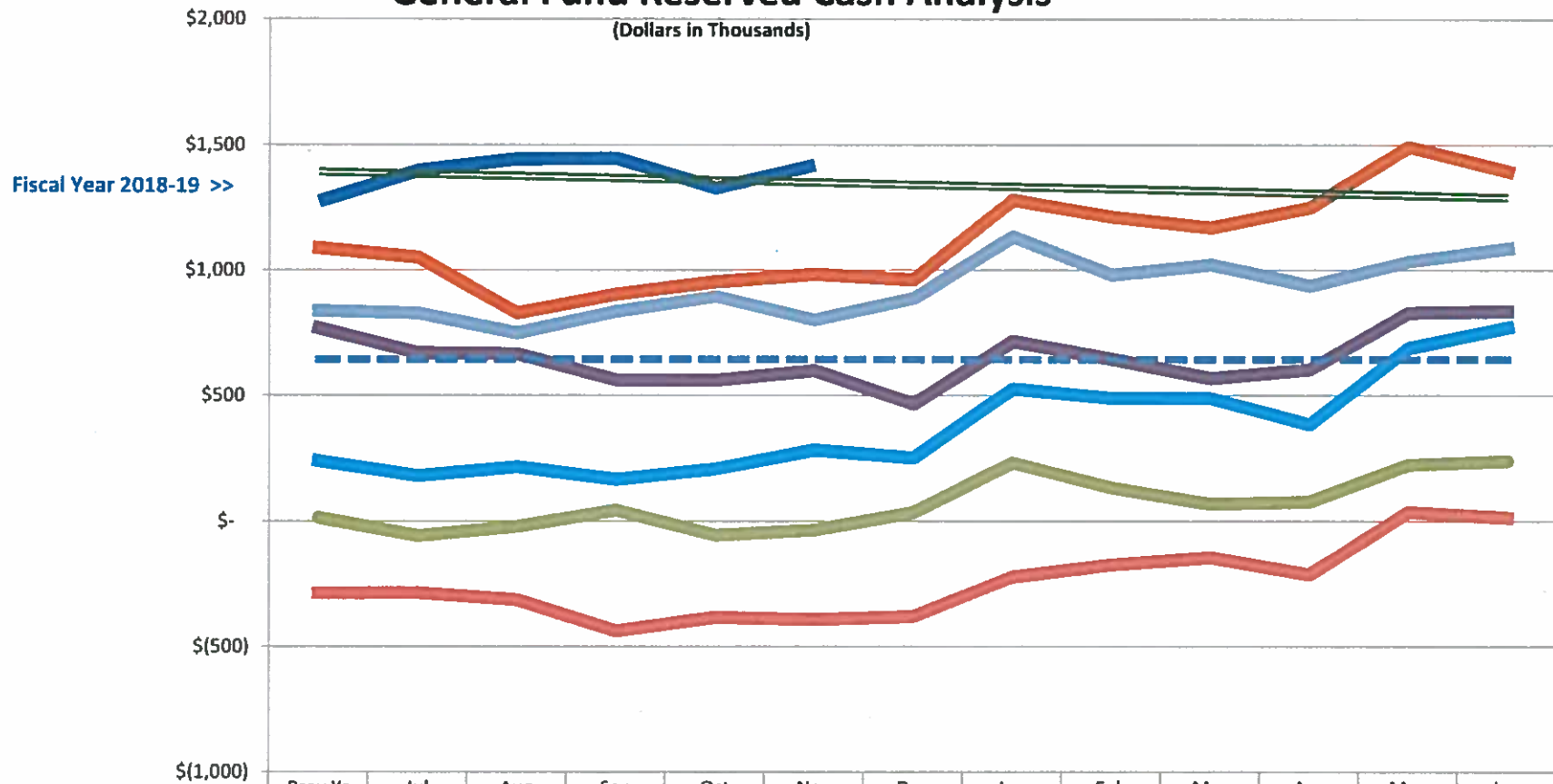
- Negative cash fund balances are due to timing of funding allocations and reimbursements.
 - Fund 250 – To be funded by Streets & Roads monies through Placer County Transportation Agency (request submitted during month of November) and budgeted fund transfers (100/253). Full funding expected in latter part of fiscal year.
 - Capital Projects – All expenditures are anticipated to be reimbursed by grant funds, developer fees, and Special Revenue funds as budgeted.
- Expenses for November included the following (in addition to normal monthly operations and ongoing project costs):
 - Progress payment on FY2017-2018 Audit (\$13,500)

ATTACHMENTS:

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

City of Colfax - November 2018

General Fund Reserved Cash Analysis



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2018-19	\$1,275	\$1,398	\$1,444	\$1,447	\$1,329	\$1,420							
Cash Balance FY2017-18	\$1,086	\$1,050	\$828	\$905	\$954	\$983	\$962	\$1,280	\$1,212	\$1,168	\$1,250	\$1,493	\$1,396
Cash Balance FY2016-17	\$838	\$829	\$750	\$835	\$897	\$802	\$889	\$1,133	\$981	\$1,022	\$938	\$1,034	\$1,086
Cash Balance FY2015-16	\$768	\$670	\$666	\$562	\$561	\$601	\$466	\$717	\$647	\$569	\$605	\$831	\$838
Cash Balance FY2014-15	\$240	\$181	\$217	\$167	\$209	\$284	\$253	\$528	\$491	\$489	\$385	\$691	\$773
Cash Balance FY2013-14	\$15	\$(57)	\$(20)	\$45	\$(55)	\$(34)	\$36	\$233	\$134	\$69	\$79	\$225	\$240
Cash Balance FY2012-13	\$(287)	\$(286)	\$(314)	\$(438)	\$(383)	\$(391)	\$(380)	\$(221)	\$(173)	\$(144)	\$(212)	\$37	\$15
*Reserves (Ops, Cap, Pen)	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645	\$645
Budget FY2018-19	\$1,393	\$1,385	\$1,376	\$1,368	\$1,359	\$1,351	\$1,342	\$1,334	\$1,325	\$1,317	\$1,308	\$1,300	\$1,291

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

City of Colfax
Cash Summary
November 30, 2018

	Balance 10/31/2018	Revenues In	Expenses Out	Transfers	Balance 11/30/2018
US Bank	\$ 493,873.18	\$ 478,070.02	\$ (321,375.00)	\$ -	\$ 650,568.20
LAIF	\$ 4,084,643.97	\$ -	\$ -	\$ -	\$ 4,084,643.97
Total Cash - General Ledger	<u>\$ 4,578,517.15</u>	<u>\$ 478,070.02</u>	<u>\$ (321,375.00)</u>	<u>\$ -</u>	<u>\$ 4,735,212.17</u>
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	<u>\$ 4,578,817.15</u>	<u>\$ 478,070.02</u>	<u>\$ (321,375.00)</u>	<u>\$ -</u>	<u>\$ 4,735,512.17</u>

Change in Cash Account Balance - Total

\$ 156,695.02

Attached Reports:

1. Cash Transactions Report (By Individual Fund)	
2. Check Register Report (Accounts Payable)	\$ (181,542.42)
3. Cash Receipts - Daily Cash Summary Report	\$ 251,489.22
Payroll Checks and Tax Deposits	\$ (63,100.02)
Utility Billings - Receipts	\$ 149,773.24
Service Charge/Adj/Voids	\$ 75.00
LAIF Interest	\$ -
	<u>\$ 156,695.02</u>

Prepared by: Laurie Van Groningen 12/3/18
Laurie Van Groningen, Finance Director

Reviewed by: Wes Heathcock 12/6/2018
Wes Heathcock, City Manager

City of Colfax

Cash Transactions Report - November 2018

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	\$ 1,449,577.16	\$ 192,744.44	\$ (94,217.38)	\$ 1,548,104.22
Fund: 120 - Land Development Fees	\$ (3,115.58)	\$ -	\$ (17,313.01)	\$ (20,428.59)
Fund: 570 - Garbage Fund	\$ (107,888.59)	\$ -	\$ -	\$ (107,888.59)
Fund Type: 1.11 - General Fund - Unassigned	\$ 1,338,572.99	\$ 192,744.44	\$ (111,530.39)	\$ 1,419,787.04
Fund Type: 1.14 - General Fund - Restricted				
Fund: 200 - Cannabis Application	\$ (11,400.00)	\$ -	\$ -	\$ (11,400.00)
Fund: 205 - Escrow Funds	\$ 221,621.45	\$ 4.54	\$ (5.00)	\$ 221,620.99
Fund: 571 - AB939 Landfill Diversion	\$ 28,117.26	\$ -	\$ -	\$ 28,117.26
Fund: 572 - Landfill Post Closure Maintenance	\$ 792,946.03	\$ -	\$ (3,593.91)	\$ 789,352.12
Fund Type: 1.14 - General Fund - Restricted	\$ 1,031,284.74	\$ 4.54	\$ (3,598.91)	\$ 1,027,690.37
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	\$ -	\$ -	\$ -	\$ -
Fund: 211 - Mitigation Fees - Drainage	\$ 3,127.41	\$ -	\$ -	\$ 3,127.41
Fund: 212 - Mitigation Fees - Trails	\$ 43,813.51	\$ -	\$ -	\$ 43,813.51
Fund: 213 - Mitigation Fees - Parks/Rec	\$ 68,769.13	\$ -	\$ -	\$ 68,769.13
Fund: 214 - Mitigation Fees - City Bldgs	\$ -	\$ -	\$ -	\$ -
Fund: 215 - Mitigation Fees - Vehicles	\$ -	\$ -	\$ -	\$ -
Fund: 217 - Mitigation Fees - DT Parking	\$ 22,151.79	\$ -	\$ -	\$ 22,151.79
Fund: 218 - Support Law Enforcement	\$ (25,000.00)	\$ 60,144.72	\$ -	\$ 35,144.72
Fund: 244 - CDBG Program Inc - ME Lending	\$ 206,748.66	\$ -	\$ -	\$ 206,748.66
Fund: 250 - Streets - Roads/Transportation	\$ (72,577.59)	\$ 90.00	\$ (12,527.66)	\$ (85,015.25)
Fund: 253 - Gas Taxes	\$ 23,527.97	\$ 7,606.43	\$ (1,413.40)	\$ 29,721.00
Fund: 270 - Beverage Container Recycling	\$ 18,291.06	\$ -	\$ -	\$ 18,291.06
Fund: 280 - Oil Recycling	\$ 3,606.52	\$ -	\$ -	\$ 3,606.52
Fund: 292 - Fire Department Capital Funds	\$ 31,572.78	\$ -	\$ -	\$ 31,572.78
Fund: 342 - Fire Construction - Mitigation	\$ 2,491.05	\$ -	\$ -	\$ 2,491.05
Fund: 343 - Recreation Construction	\$ 2,491.51	\$ -	\$ -	\$ 2,491.51
Fund Type: 1.24 - Special Rev Funds - Restrict	\$ 329,013.80	\$ 67,841.15	\$ (13,941.06)	\$ 382,913.89
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 300 - Capital Projects - General	\$ (2,778.65)	\$ -	\$ (24,687.83)	\$ (27,466.48)
Fund: 351 - Rising Sun Project	\$ 59,943.05	\$ -	\$ -	\$ 59,943.05
Fund: 355 - CDBG Pavement - Culver	\$ (14,024.64)	\$ -	\$ -	\$ (14,024.64)
Fund: 385 - Roundabout	\$ (181,586.05)	\$ -	\$ (23,528.59)	\$ (205,114.64)
Fund Type: 1.34 - Capital Projects - Restricted	\$ (138,446.29)	\$ -	\$ (48,216.42)	\$ (186,662.71)
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	\$ 900,030.80	\$ 94,493.83	\$ (67,077.07)	\$ 927,447.56
Fund: 561 - Sewer Liftstations	\$ 328,558.86	\$ 16,474.77	\$ (13,065.01)	\$ 331,968.62
Fund: 563 - Wastewater Treatment Plant	\$ 216,826.07	\$ 43,257.43	\$ -	\$ 260,083.50
Fund: 564 - Sewer Connections	\$ 41,080.00	\$ -	\$ -	\$ 41,080.00
Fund: 565 - General Obligation Bond 1978	\$ -	\$ -	\$ -	\$ -
Fund: 567 - Inflow & Infiltration	\$ 530,903.90	\$ -	\$ -	\$ 530,903.90
Fund Type: 2.11 - Enterprise Funds - Unassigni	\$ 2,017,399.63	\$ 154,226.03	\$ (80,142.08)	\$ 2,091,483.58
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	\$ 692.28	\$ 63,253.86	\$ (63,946.14)	\$ -
Fund Type: 9.0 - CLEARING ACCOUNT	\$ 692.28	\$ 63,253.86	\$ (63,946.14)	\$ -
Grand Totals:	\$ 4,578,517.15	\$ 478,070.02	\$ (321,375.00)	\$ 4,735,212.17

Check Register Report

A/P Checks - November 2018

Item 3E

Date: 12/03/2018

Time: 7:05 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
54059	11/06/2018	Reconciled		03141	CALPERS	NOV 2018 HEALTH PREMIUMS	9,668.46
54061	11/06/2018	Reconciled		01448	AMERIGAS - COLFAX	PROPANE	45.64
54062	11/06/2018	Reconciled		01448	AMERIGAS - COLFAX	PROPANE	19.13
54063	11/06/2018	Reconciled		01448	AMERIGAS - COLFAX	FIRE DEPT PROPANE	31.12
54064	11/06/2018	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORM SVC OCT 2018	500.42
54065	11/06/2018	Reconciled		2087	BASIC PACIFIC	FSA PLAN FEES OCT 2018	45.00
54066	11/06/2018	Reconciled		03558	COLFAX SMOG & AUTO REPAIR	WWTP SMOG CHECK	51.75
54067	11/06/2018	Reconciled		05184	BRET ELLIS	GRADE II CERT REIMBURSEMENT	150.00
54068	11/06/2018	Reconciled		14859	GHD INC.	ROUNDOABOUT ENG OCT 2018	23,528.59
54069	11/06/2018	Reconciled		07460	GOLD COUNTRY MEDIA	HYDROS LEGAL NOTICE	589.26
54070	11/06/2018	Reconciled		08086	HBE RENTALS	PW TOOL RENTAL	65.00
54071	11/06/2018	Reconciled		08170	HILLS FLAT LUMBER CO	STMT 10/25/18	813.75
54072	11/06/2018	Reconciled		08501	HOME DEPOT CREDIT SERVICES	STMT 10/21/18	66.78
54073	11/06/2018	Reconciled		08660	HUNT AND SONS, INC.	PW/WWTP FUEL	643.48
54074	11/06/2018	Reconciled		13262	MEYERS NAVE	LEGAL MATTER 2019.002	12,426.37
54075	11/06/2018	Reconciled		13560	MUNICIPAL CODE CORPORATION	MUNI CODE UPDATE	1,470.56
54076	11/06/2018	Reconciled		16011(2)	PELLETREAU, ALDERSON & CABRAL	LEGAL SVCS OCT 2018	9,380.31
54077	11/06/2018	Reconciled		19193	SECURE RECORD MANAGEMENT	SHREDDING SVC	40.00
54078	11/06/2018	Reconciled		06740	TYLER TECHNOLOGIES	FUNDBALANCE SOFTWARE CONT	4,645.66
54079	11/06/2018	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	STMT 10/22/18	1,372.12
54080	11/06/2018	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	FINANCIAL SVCS OCT 2018	6,150.00
54081	11/06/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL PHONES	218.73
54082	11/06/2018	Reconciled		23230	JEFF WHEELER	STMT 11/2/18	444.57
54083	11/16/2018	Reconciled		01270	ADAMS ASHBY GROUP, INC.	INCOME SURVEY	180.00
54084	11/16/2018	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	CITY HALL/WWTP WATER	137.06
54085	11/16/2018	Reconciled		01448	AMERIGAS - COLFAX	DEPOT PROPANE	130.49
54086	11/16/2018	Reconciled		01766	AT&T MOBILITY	CITY CELL PHONES	759.59
54087	11/16/2018	Reconciled		2020	B & M BUILDERS	ADA CONSTRUCTION LESS 5%	24,687.83
54088	11/16/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	WWTP TEMP LABOR THRU 11/4/18	685.18
54089	11/16/2018	Reconciled		02901	BUREAU VERITAS NORTH AMERICA	BLDG OFFICIAL SVCS MAR 2018	6,120.00
54090	11/16/2018	Reconciled		03401	CHOICE BUILDER	DEC 2018 PREMIUMS	720.15
54091	11/16/2018	Reconciled		03460	CITY OF ROSEVILLE	PCCOA DINNER	50.00
54092	11/16/2018	Reconciled		04234	DE LAGE LANDEN FINANCIAL	NOV 2018 COPY MACH MAINT	468.34
54093	11/16/2018	Reconciled		04541	DOG WASTE DEPOT	DOG WASTE BAGS	142.63
54094	11/16/2018	Reconciled		07200	GENERAL PLUMBING SUPPLY	ROAD RPR SUPPLIES	73.74
54095	11/16/2018	Reconciled		07465	GOLD MINER PEST CONTROL	DEPOT PEST CONTROL	223.00
54096	11/16/2018	Reconciled		07570	GRAINGER	WWTP PARTS	759.70
54097	11/16/2018	Reconciled		08050	HACH COMPANY	WWTP LAB SUPPLIES	374.86
54098	11/16/2018	Printed		8076	HARVEY, HEIDEE	EVENT DEPOSIT REFUND	100.00
54099	11/16/2018	Reconciled		08086	HBE RENTALS	CONCRETE BREAKER RENTAL	215.00
54100	11/16/2018	Reconciled		08660	HUNT AND SONS, INC.	FIRE DEPT. FUEL	320.69
54101	11/16/2018	Reconciled		10260	JORGENSEN COMPANY	FIRE DEPT EXT ANNUAL MAINT	182.24
54102	11/16/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	513.98
54103	11/16/2018	Reconciled		16035	PG&E	ELECTRICITY	18,085.42
54104	11/16/2018	Reconciled		18089	RAMOS OIL INC.	GENERATOR FUEL	1,274.48
54105	11/16/2018	Reconciled		18121	RCH GROUP, INC.	COLFAX WHITCOMB/HYDROS CEQA	10,472.50
54106	11/16/2018	Reconciled		18119	RDO EQUIPMENT CO.	HYDROVAC SVC	263.79
54107	11/16/2018	Reconciled		18194	RGS - REGIONAL GOV SERVICES	PLANNING SVCS OCT 2018	6,352.50
54108	11/16/2018	Reconciled		18400	RIEBES AUTO PARTS	STMT 10/31/18	274.37
54109	11/16/2018	Reconciled		19037	SAFE SIDE SECURITY	CORP YARD SECURITY NOV 2018	95.00
54110	11/16/2018	Printed		09095	JEFF SCOTT	WWTP HOUR METER REIMB	71.89

Check Register Report

A/P Checks - November 2018

Item 3E

Date: 12/03/2018

Time: 8:45 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
54111	11/16/2018	Reconciled		01790	SIERRA OFFICE PRODUCTS	OFFICE SUPPLIES	239.01
54112	11/16/2018	Reconciled		19591	STANLEY CONVERGENT SECURITY	DEPOT SECURITY RPR	339.00
54113	11/16/2018	Reconciled		20391	TREGGAN MULLENIX	PW SUPPLIES	24.76
54114	11/16/2018	Reconciled		22134	VISION QUEST	TECH SUPPORT SUPPLIES	8,110.00
54115	11/16/2018	Reconciled		22240	VULCAN MATERIALS COMPANY	ASPHALT PATCH	394.31
54116	11/16/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CORP YARD INTERNET	54.90
54117	11/16/2018	Reconciled		23169	WAVE BUSINESS SOLUTIONS	CITY HALL INTERNET	159.90
54118	11/16/2018	Reconciled		18883	WAXIE SANITARY SUPPLY	SUPPLIES	267.12
54119	11/16/2018	Reconciled		23301	WESTERN PLACER WASTE	OCT 2018 SLUDGE REMOVAL	817.60
54120	11/13/2018	Reconciled		2087	BASIC PACIFIC	FSA PLAN FEES NOV 2018	45.00
54121	11/27/2018	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	WWTP TEMP LABOR THRU 11/11/18	512.40
54122	11/27/2018	Printed		2982	BURRUSS, TRINITY	POLITICAL SIGN DEPOSIT REFUND	50.00
54123	11/27/2018	Printed		4543	DOLPHIN, RITA	POLITICAL SIGN DEPOSIT REFUND	50.00
54124	11/27/2018	Printed		6158	FATULA, JOE	POLITICAL SIGN DEPOSIT REFUND	50.00
54125	11/27/2018	Printed		07570	GRAINGER	WWTP PARTS	33.63
54126	11/27/2018	Printed		8074	HARRISON, MITCHEL	POLITICAL SIGN DEPOSIT REFUND	50.00
54127	11/27/2018	Printed		9302	INGERSOLL, CHAD	POLITICAL SIGN DEPOSIT REFUND	50.00
54128	11/27/2018	Printed		11130	KRUGER, INC.	WWTP REPAIR PARTS SHIP CREDIT	6,280.46
54129	11/27/2018	Reconciled		23101	LARRY WALKER ASSOCIATES	NPDES PERMIT ASSISTANCE	1,361.15
54130	11/27/2018	Printed		12555	LOMEN, SEAN	POLITICAL SIGN DEPOSIT REFUND	50.00
54131	11/27/2018	Printed		13203	MENDOZA, MARNIE	POLITICAL SIGN DEPOSIT REFUND	50.00
54132	11/27/2018	Printed		13560	MUNICIPAL CODE CORPORATION	MUNICODE ONLINE SUBSCRIPTION	350.00
54133	11/27/2018	Reconciled		14356	NORTHERN CALIFORNIA GLOVE	PW SUPPLIES	139.43
54134	11/27/2018	Printed		16300	PCWA -PLACER COUNTY	WATER	1,637.62
54135	11/27/2018	Printed		16029	PETERSON, SHERRI	POLITICAL SIGN DEPOSIT REFUND	50.00
54136	11/27/2018	Printed		18378	RICHARDSON & COMPANY, LLP	FY 17/18 AUDIT PROGRESS BILLIN	13,575.00
54137	11/27/2018	Printed		8662	SCHOOLEY, TYLER	POLITICAL SIGN DEPOSIT REFUND	50.00
54138	11/27/2018	Printed		19695	STATE WATER RESOURCES CONTROL	CLARDY CERT RENEWAL FEE	150.00
54139	11/27/2018	Reconciled		03502	COLFAX AREA CHAMBER OF	WINTERFEST DONATION 12/8/18	500.00
				Total Checks: 80	Checks Total (excluding void checks):		181,542.42
				Total Payments: 80	Bank Total (excluding void checks):		181,542.42
				Total Payments: 80	Grand Total (excluding void checks):		181,542.42

DAILY CASH SUMMARY REPORT

Item 3E

11/01/2018 - 11/30/2018

12/3/2018
9:04:11
4:50 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
Fund: 100 - General Fund							
104936	2	11/02/2018	CR	100-000-1000	100.00	0.00	100.00
104937	2	11/02/2018	CR	100-000-1000	79.00	0.00	79.00
104938	2	11/02/2018	CR	100-000-1000	100.00	0.00	100.00
11/02/2018	Daily Totals				279.00	0.00	279.00
104983	2	11/06/2018	CR	100-000-1000	175.00	0.00	175.00
104984	2	11/06/2018	CR	100-000-1000	1,000.00	0.00	1,000.00
104985	2	11/06/2018	CR	100-000-1000	304.25	0.00	304.25
104986	2	11/06/2018	CR	100-000-1000	79.00	0.00	79.00
104988	2	11/06/2018	CR	100-000-1000	416.25	0.00	416.25
11/06/2018	Daily Totals				1,974.50	0.00	1,974.50
104991	2	11/07/2018	CR	100-000-1000	252.00	0.00	252.00
104992	2	11/07/2018	CR	100-000-1000	659.95	0.00	659.95
104993	2	11/07/2018	CR	100-000-1000	1.00	0.00	1.00
11/07/2018	Daily Totals				912.95	0.00	912.95
104994	2	11/08/2018	CR	100-000-1000	547.63	0.00	547.63
104995	2	11/08/2018	CR	100-000-1000	64.00	0.00	64.00
104996	2	11/08/2018	CR	100-000-1000	79.00	0.00	79.00
11/08/2018	Daily Totals				690.63	0.00	690.63
105030	2	11/13/2018	CR	100-000-1000	471.62	0.00	471.62
105031	2	11/13/2018	CR	100-000-1000	1,183.77	0.00	1,183.77
105032	2	11/13/2018	CR	100-000-1000	1,488.90	0.00	1,488.90
105033	2	11/13/2018	CR	100-000-1000	79.00	0.00	79.00
105034	2	11/13/2018	CR	100-000-1000	248.25	0.00	248.25
105035	2	11/13/2018	CR	100-000-1000	1,102.34	0.00	1,102.34
11/13/2018	Daily Totals				4,573.88	0.00	4,573.88
105036	2	11/14/2018	CR	100-000-1000	169.40	0.00	169.40
105037	2	11/14/2018	CR	100-000-1000	0.50	0.00	0.50
11/14/2018	Daily Totals				169.90	0.00	169.90
105040	2	11/15/2018	CR	100-000-1000	0.00	5.00	-5.00
105041	2	11/15/2018	CR	100-000-1000	0.00	184.11	-184.11
11/15/2018	Daily Totals				0.00	189.11	-189.11
105108	2	11/19/2018	CR	100-000-1000	1,770.90	0.00	1,770.90
105110	2	11/19/2018	CR	100-000-1000	6,397.58	0.00	6,397.58
11/19/2018	Daily Totals				8,168.48	0.00	8,168.48
105111	2	11/20/2018	CR	100-000-1000	79.00	0.00	79.00
105112	2	11/20/2018	CR	100-000-1000	488.36	0.00	488.36
11/20/2018	Daily Totals				567.36	0.00	567.36
105114	2	11/26/2018	CR	100-000-1000	300.00	0.00	300.00
105115	2	11/26/2018	CR	100-000-1000	122.25	0.00	122.25

Limited to include: JE Types of: CR

DAILY CASH SUMMARY REPORT

Item 3E

11/01/2018 - 11/30/2018

11/23/2018
10:01:11
4:50 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
11/26/2018		Daily Totals			422.25	0.00	422.25	
105178	2	11/28/2018	CR	100-000-1000	500.00	0.00	500.00	
105179	2	11/28/2018	CR	100-000-1000	2,769.62	0.00	2,769.62	
105180	2	11/28/2018	CR	100-000-1000	2,000.00	0.00	2,000.00	
105189	2	11/28/2018	CR	100-000-1000	158,714.62	0.00	158,714.62	
11/28/2018		Daily Totals			163,984.24	0.00	163,984.24	
Fund: 100 - General Fund					TOTALS:	181,743.19	189.11	181,554.08
Fund: 205 - Escrow Account - Developers								
105182	2	11/30/2018	CR	205-000-1000	2.46	0.00	2.46	
105183	2	11/30/2018	CR	205-000-1000	2.08	0.00	2.08	
11/30/2018		Daily Totals			4.54	0.00	4.54	
Fund: 205 - Escrow Account - Developers					TOTALS:	4.54	0.00	4.54
Fund: 218 - Support Law Enforcement								
105110	4	11/19/2018	CR	218-000-1000	60,144.72	0.00	60,144.72	
11/19/2018		Daily Totals			60,144.72	0.00	60,144.72	
Fund: 218 - Support Law Enforcement					TOTALS:	60,144.72	0.00	60,144.72
Fund: 250 - Streets - Roads/Transportation								
104998	2	11/08/2018	CR	250-000-1000	90.00	0.00	90.00	
11/08/2018		Daily Totals			90.00	0.00	90.00	
Fund: 250 - Streets - Roads/Transportation					TOTALS:	90.00	0.00	90.00
Fund: 253 - Gas Taxes								
105177	2	11/21/2018	CR	253-000-1000	3,289.90	0.00	3,289.90	
11/21/2018		Daily Totals			3,289.90	0.00	3,289.90	
105181	2	11/30/2018	CR	253-000-1000	4,316.53	0.00	4,316.53	
11/30/2018		Daily Totals			4,316.53	0.00	4,316.53	
Fund: 253 - Gas Taxes					TOTALS:	7,606.43	0.00	7,606.43
Fund: 560 - Sewer								
104989	2	11/06/2018	CR	560-000-1000	200.00	0.00	200.00	
104990	2	11/06/2018	CR	560-000-1000	0.12	0.00	0.12	
11/06/2018		Daily Totals			200.12	0.00	200.12	

Limited to include: JE Types of: CR

DAILY CASH SUMMARY REPORT

Item 3E

11/01/2018 - 11/30/2018

12/3/2018
11:04:11
4:50 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
104997	2	11/09/2018	CR	560-000-1000	200.00	0.00	200.00	
11/09/2018		Daily Totals			200.00	0.00	200.00	
105029	2	11/13/2018	CR	560-000-1000	61.33	0.00	61.33	
11/13/2018		Daily Totals			61.33	0.00	61.33	
Fund: 560 - Sewer					TOTALS:	461.45	0.00	461.45
Fund: 561 - Sewer Liftstations								
104939	2	11/02/2018	CR	561-000-1000	407.00	0.00	407.00	
11/02/2018		Daily Totals			407.00	0.00	407.00	
104987	2	11/06/2018	CR	561-000-1000	407.00	0.00	407.00	
11/06/2018		Daily Totals			407.00	0.00	407.00	
105109	2	11/19/2018	CR	561-000-1000	407.00	0.00	407.00	
11/19/2018		Daily Totals			407.00	0.00	407.00	
105113	2	11/23/2018	CR	561-000-1000	407.00	0.00	407.00	
11/23/2018		Daily Totals			407.00	0.00	407.00	
Fund: 561 - Sewer Liftstations					TOTALS:	1,628.00	0.00	1,628.00
GRAND TOTALS:					251,678.33	189.11	251,489.22	



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

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

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT:	FROM FUND:
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RECOMMENDED ACTION: Discuss, and consider:

1. Adopting Resolution 76-2018 approving the Mitigated Negative Declaration and the Vesting Tentative Parcel Map, Master Site Plan Review, and Planned Development,
2. Waiving the second reading, read by title only, and adopt Ordinance No. 538 - an ordinance of the City of Colfax adopting findings of fact approving a Development Agreement with Colfax Auburn LLC regarding development of the Maidu Village property generally located on South Auburn Street near the intersection of the Interstate Highway 80 on-ramp, and
3. Adopting Resolution 77-2018 approving the Design Review for the ARCO Service Station at the Maidu Village Development Project.

PROJECT SUMMARY:

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

BACKGROUND

At the November 14, 2018 City Council meeting, the City Council held the public hearing, accepted public testimony, discussed the project, and then continued the item to the December 12, 2018 meeting for final approval of the project entitlements and for the 2nd Reading of the Ordinance approving the Development Agreement between the City of Colfax and the Colfax Auburn, LLC.

STAFF RECOMMENDATION:

Staff recommends City Council 1) Adopt the attached Resolution 76-2018 to adopt the Mitigated Negative Declaration and approve the Master Site Plan, Vesting Tentative Parcel Map, and Planned Development for the Maidu Village Project; 2) Adopt the attached Resolution 77-2018 to approve the ARCO Service Station Design Review; and 3) Adopt the attached Ordinance No. 538 approving the Development Agreement between the City of Colfax and Colfax Auburn, LLC.

ATTACHMENTS:

1. Resolution No. 76-2018 Maidu Village
2. Conditions of Approval
3. Initial Study and Mitigated Negative Declaration
4. Ordinance No. 538 - Approving Development Agreement
5. Development Agreement – To be delivered under separate cover
6. Project Exhibits
 - a. Master Site Plan
 - b. Vesting Tentative Parcel Map
 - c. Preliminary Grading and Drainage Plan
 - d. Typical Sections and Design Details
 - e. Landscape Plan
 - f. ARCO Design Submittal
7. Resolution No. 77-2018 – ARCO Service Station

City of Colfax City Council

Resolution № 76-2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Will Stockwin, Mayor

Lorraine Cassidy, City Clerk

Attachment 2
Maidu Village Development Project
SP/VTM2018-001
Conditions of Approval

Planning Conditions

1. The tentative parcel map, master site plan review, planned development and design review approvals, shall expire on December 12, 2028, or as specified in the adopted Development Agreement for The Maidu Village Development project Plans submitted for building permits or construction improvements shall be in substantial compliance with the Master Site Plan and other entitlements approved by this action and dated approved on December 12, 2018, except as modified by these conditions of approval. Any modifications to the approved Tentative Map, development plan, project description, design standards, or landscape plans, except as modified by these conditions of approval, may be subject to review and approval from the City Council as provided in the Development Agreement.
2. The existing Propane Tank easement at the south property line of Lot 5 shall be reevaluated for conflicts with the path of drainage for the riparian wetland area and the existing trail easement. Relocation of the propane tank easement may be required.
3. An easement indicating the existing trail location across Lot 5 shall be indicated on the Final Map. Such easement shall be a minimum of 10 feet wide to allow for the future construction of the Bunch Creek Trail.
4. Final Landscape Plans shall be submitted for review and approval as part of the submittal package for each phase of development.
5. Retaining walls and decorative walls shall be constructed of the materials shown on the Typical Sections and Design Details (Attachment 6d), dated August 2018. Rockery walls shall be constructed at locations shown on the plan. Other walls shall be constructed of decorative split faced cement masonry units (CMU) or equivalent decorative materials as approved by the City. Any walls included on the final improvement plans but not shown on the preliminary site plan shall be constructed of materials as directed by the City.
6. All non-rockery walls shall be split-faced CMU or other high-quality material subject to review and approval by Planning and Engineering staff.
7. The Applicant shall show additional information on the proposed propane service in the improvement plans, including truck access, tank layout (locations, sizes, concrete pad etc.) and underground service piping to buildings.
8. The Development Agreement that applies to this project is attached as an exhibit to these permit terms and conditions. The Development Agreement and these permit terms and conditions shall be construed together, however, in the event of a conflict between the two, the Development Agreement shall prevail.

Engineering Conditions:

9. All grading and improvements shall be designed in conformance with the City of Colfax Design and Improvement Standards and all subsequent revisions, the City of Colfax Hillside Development Guidelines (Resolution No. 29-93), the Placer County Land Development Manual, latest edition, the Placer County Stormwater Management Manual, latest edition, the Placer County Water Agency Standard Specifications, latest edition, and the conditions of approval for this project. Where conflicts exist, the more stringent requirements shall prevail, unless otherwise approved by the City Engineer. No private utilities or structures are allowed within public right-of-way or existing public utility easements. All construction within public rights-of-way shall meet City Standards and be reviewed and approved by the City Engineer. An encroachment permit is required for all construction within public rights-of-way.
10. The applicant shall obtain any off-site easements that may be required, or if unsuccessful, shall reimburse City for costs of condemnation acquisition.
11. The developer shall prepare and submit improvement plans for the construction of all public improvements including water, sanitary sewer, storm drain facilities, roadway improvements, curbs, gutters, detached sidewalks, parkway strips, signing, striping and streetlights. All design and construction shall conform to the latest edition of the standards referenced herein.
12. Improvement plans must be approved and signed by the City Engineer prior to the issuing of an Encroachment Permit, Grading Permit or Building Permit.
13. Plan check and inspection fees shall be paid prior to the signature of the improvement plans.
14. All broken or sunken curb, gutter and sidewalk along the project frontage shall be repaired or replaced as part of the improvements for this project. As well, all nonconforming pedestrian ramps and driveway approaches shall be brought up to current accessibility standards.
15. Deviations from City Standards and applicable Code requirements shall be approved by the City Engineer. The applicant's engineer shall request all design exceptions in writing.
16. Project benchmark shall be based on a City approved USGS benchmark.
17. Improvement plans shall be approved by California Department of Forestry and Fire Protection ("CAL FIRE") Fire Chief assigned to the City of Colfax.
18. In the event that the City is forced to condemn or acquire off-site property interest in connection with required off-site improvements, the developer shall fund the cost of condemnation or acquisition, including but not to be limited to the amounts necessary to purchase the easement or fee simple interest, document preparation, and severance or other damages payable to the owners of the land upon which the improvements are to be located, the actual cost and acquisition and all fees, including attorney's fee and/or other expenses necessary to prosecute the condemnation action, including expert witness and appraisal fees.

19. In the event that the City elects to proceed with acquisition or condemnation pursuant to Government Code Section 66462.5, the developer shall, within 60 days of written notice by the City, deposit with the City, as an advance, the full estimated cost of such acquisition or condemnation. The developer shall prepare any easements or deeds necessary for off-site improvements.
20. Parcel maps, improvement plans and other items submitted to the City shall be delivered in hardcopy formats as well as electronically including drawings in AutoCAD and in PDF formats.
21. Required Improvement Plan Notes:
 - a. "Any excess materials shall be considered the property of the contractor and shall be disposed of away from the job site in accordance with applicable local, state and federal regulations."
 - b. "During construction, the Contractor shall be responsible for controlling noise, odors, dust and debris to minimize impacts on surrounding properties and roadways. Contractor shall be responsible that all construction equipment is equipped with manufacturers approved muffler's baffles. Failure to do so may result in the issuance of an order to stop work."
 - c. "In the event that archeological site indicators (chipped chert, obsidian tools, waste flakes, grinding implements, darkened soil containing bone fragments and shellfish remains, or ceramics, glass or metal fragments) are uncovered, the City shall be contacted for an evaluation of the site. All ground disturbing work shall cease in the vicinity of any discovery until an archeologist completes an evaluation of significance."
 - d. "Construction work shall be limited to the hours between 7:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. to 7:00 p.m. on Saturdays. No work is permitted on Sundays."
 - e. "If hazardous materials are encountered during construction, the contractor will halt construction immediately, notify the City, and implement remediation (as directed by the City or its agent) in accordance with any requirements of the Central Regional Water Quality Control Board."
 - f. "The contractor(s) shall be required to maintain traffic flow on affected roadways during non-working hours, and to minimize traffic restriction during construction. The contractor shall be required to follow traffic safety measures in accordance with the California Department of Transportation ("Caltrans") California Manual on Uniform Traffic Control Devices ("CA-MUTCD"). The City's emergency service providers shall be notified of proposed construction scheduled by the contractor(s). The project specifications will require that the contractor(s) notify emergency service providers in writing at least 24 hours in advance of its proposed schedule of work."

Water Quality:

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

Grading:

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

Storm Drainage:

30. A detailed hydrology study will be prepared in accordance with the current edition of the Placer County Stormwater Management Manual. The proposed project shall not increase the rate of storm water runoff leaving the site beyond pre-development rates.

31. Plans and certifications shall demonstrate compliance of all improvements, including building pads and finished floor elevations, with the City's Flood Plain Ordinance, to the satisfaction of the Building Official and City Engineer. Pad elevations shall be constructed at a minimum of 1 foot above the 100-year Floodplain as determined by the City and certified by the project engineer.
32. All runoff that leaves the site must meet current Regional Water Quality Control Board clean water standards. These may be accomplished with permanent Best Management Practices (BMPs), such as bio-retention, infiltration systems, bio-swales, or other methods as approved by the City Engineer. Bio-retention and other natural elements incorporated into the landscape design for the project will be submitted with the improvement plans for approval, with supporting calculations as required. The property owner will be responsible for the ongoing maintenance of the systems.
33. Minimum size for storm drain piping will be 12" unless otherwise approved by the City Engineer.
34. Improvement plans shall include full design and sizing of all stormwater improvements shown on Preliminary Grading and Utility plan. Scope shall include a design for the road crossing for perennial stream (e.g. culvert or bridge), sizing of re-routed open channel ditches etc.

Water Supply:

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

Wastewater:

39. Design of the sanitary sewer connection to the City's wastewater system is subject to the approval of the City Engineer. Each building shall have a separate connection to the public system unless otherwise approved by the City Engineer.
40. A sanitary sewer study to include a capacity analysis of the downstream system will be required at each project phase. The Applicant will be required to perform any needed sewer capacity improvements on existing City owned sewer mains and manholes as required to accommodate the proposed project sewer demand.

41. Provide any required easements for public sewer improvements and for the abandonment of any old easements as determined by the City Engineer.
42. Sewer grades must be designed such that ultimate finished floors are a minimum of 12" above upstream manhole or clean-out rim elevations unless otherwise approved by the City Engineer. Inadequate elevation differentials or grade on private SS mains and laterals, as determined by the City, must be mitigated by either raising finished floor elevation(s) or installing privately owned and operated sanitary sewer lift station(s) with grinder/ejector pump(s) on site.

Street Improvements:

43. The issuance of an occupancy permit for any commercial use in the project shall be conditioned on the completion of the Roundabout project described in the Development Agreement.
44. Frontage improvements on the northern portion of South Auburn Street are not planned to be completed with the Roundabout project (refer to separate Development Agreement). These improvements shall be completed concurrent with the Parcel 3 building permit.
45. The structural section of all on- and off-site road improvements shall be designed based upon a geotechnical investigation which provides the basement soils R-value and expansion index (if expansive soils are encountered). A copy of soils report and pavement structural section calculations shall also be submitted with the first improvement plan check.
46. Onsite driveways and parking areas shall be concrete or asphalt concrete pavement. The structural design of the pavement shall be determined based on R-value testing and shall be designed in accordance with 16.56.050 - Structural design of pavement of the Colfax Municipal Code, but will not be less than 2"AC on 6"AB.
47. Ramps for disabled persons shall be provided at all intersections and crosswalks where sidewalks are proposed.
48. ADA accessible paths of travel shall be indicated on the improvement plans showing a path of travel from public sidewalks to each proposed building.
49. Sidewalk warps shall be provided to allow a clear five-foot walkway at all locations, including areas where mailboxes, streetlights, street signs and fire hydrants are present.
50. All driveways shall have an approach grade of no greater than four percent within twenty feet of the public right-of-way.
51. Accessible parking spaces, access to buildings, and driveways at sidewalks shall be designed to meet Title 24 ADA requirements (State and Federal).
52. All paved surfaces designated for fire access by the Colfax Fire Chief and/or the City Engineer shall be designed to accommodate a Type 1 vehicle with a turning radius of 54 ft.

53. Submittal Requirements:

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

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

- a. All improvements shown on the Improvement Plans shall be completed and accepted by the City.
- b. Prior to acceptance of improvements or occupancy of building, existing curb, gutter and sidewalk to remain shall be inspected by the City. Any curb, gutter and sidewalk which is not in accord with City standards or is damaged before or during construction, shall be replaced.
- c. The developer shall provide a written statement signed by his or her engineer verifying that the grading and/or drainage improvements are completed in accordance with the plans approved by the City Engineer, and the Building Official.
- d. A complete set of As-Built or Record, improvement plans showing all construction changes from the original plans, shall be provided to the Public Works Department prior to final acceptance of the public improvements.

Cal Fire Conditions

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

Mitigation Monitoring Conditions

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

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

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

American monitors have the authority to identify sites or objects of significance to Native Americans and to request that work be stopped, diverted or slowed if such sites or objects are identified within the direct impact area. Only a Native American representative can recommend appropriate treatment of such sites or objects.

74. Mitigation Measure CUL-2: If archaeological or cultural resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 100 feet of the find until a qualified archaeologist and Native American representatives/monitors can assess the significance of the find and make recommendations for further evaluation and treatment as necessary. Recommendations made by Native American Tribes shall be documented in the project record. For any recommendations made by interested Native American Tribes which are not implemented, a justification for why the recommendation was not followed will be provided in the project record. Construction activities could continue in other areas, but not resume in the vicinity of the find until the Applicant, the City of Colfax, or other relevant regulatory agency provides written permission. If the discovery proves to be significant, additional work, such as data recovery excavation, may be warranted and shall be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.
75. Mitigation Measure CUL-3: If tribal cultural resources (TCRs) are discovered, recommendations for avoidance and preservation of cultural resources shall be reviewed by the City of Colfax, interested Native American Tribes and the appropriate agencies, in light of factors such as costs, logistics, feasibility, design, technology and social, cultural and environmental considerations, and the extent to which avoidance is consistent with project objectives. Avoidance and design alternatives may include realignment within the project area to avoid cultural resources, modification of the design to eliminate or reduce impacts to cultural resources or modification or realignment to avoid highly significant features within a cultural resource. Native American representatives from interested Native American Tribes shall be allowed to review and comment on avoidance and preservation strategies and shall have the opportunity to meet with the City of Colfax and its representatives who have technical expertise to identify and recommend feasible avoidance and design alternatives, so that appropriate and feasible avoidance and design alternatives can be identified.

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

76. Mitigation Measure CUL-4: A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Applicant shall notify the City of Colfax of the proposed earthwork start-date, in order to provide the City of Colfax with time to contact

the UAIC. A UAIC tribal representative shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity. During this inspection, a site meeting of construction personnel shall also be held in order to afford the tribal representative the opportunity to provide TCR awareness information. If any TCRs, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during this initial inspection or during any subsequent construction activities measures outlined in Mitigation Measure CUL-2 and CUL-3 shall be followed.

77. Mitigation Measure CUL-5: A consultant and construction worker tribal cultural resources awareness brochure and training program for all personnel involved in project implementation shall be developed in coordination with interested Native American Tribes. The brochure shall be distributed and the training shall be conducted in coordination with qualified cultural resource specialists and Native American representatives and monitors from culturally affiliated Native American Tribes before construction activities begin on the project site. The program will include relevant information regarding sensitive TCRs, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program will also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and will outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program will also underscore the requirement for confidentiality and culturally appropriate treatment of any find of significance to Native Americans and behaviors, consistent with Native American Tribal values.
78. Mitigation Measure CUL-6: Prior to construction of the project, the City of Colfax, the Applicant and the culturally affiliated tribes (CTVCT and/or UAIC) shall agree upon a Burial Treatment Agreement. The agreement shall apply and be enforceable if the Tribe is designated by the NAHC (Native American Heritage Commission) as the Most Likely Descendant (MLD) or coMLD for Native American human remains discovered within the project site. The purpose of this Agreement is to establish appropriate procedures and guidelines to be implemented upon discovery, removal, temporary storage, transportation, or reburial of Native American Burials encountered by project construction activities within the project site.
79. Mitigation Measure CUL-7: Prior to ground disturbance, presence/absence testing shall be conducted for the known area that has the potential to hold surface and subsurface cultural resources. If testing proves to be significant, the procedures in Mitigation Measure CUL-2 and CUL-3 shall apply.
80. Mitigation Measure CUL-8: If paleontological resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 50 feet of the find and a qualified paleontologist shall be notified immediately to evaluate the find. Construction activities shall continue in other areas. If the discovery proves to be significant under Society of Vertebrate Paleontology criteria, additional work, such as fossil recovery excavation, may be warranted and shall be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.
81. Mitigation Measure CUL-9: If human remains are discovered during ground disturbing activities for the project, work shall be halted and the County Coroner shall be notified of

the find immediately. No further work shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. If the human remains are determined to be of Native American origin, the County Coroner shall notify the NAHC, which will determine and notify the MLD. The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

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

Conditions specific to ARCO Service Station Design Review

86. The conditions of approval from the Maidu Village Development Project (file no, SP/CTPM2018-001) shall apply to this project.
87. Plans submitted for building permits or construction improvements shall be in substantial compliance the plans approved by this action and dated approved on December 12, 2018. Any deviations from or modifications to the approved plans shall be reviewed by the City for substantial compliance and may require amendment by the appropriate hearing body.
88. This action does not relieve the Applicant of the obligation to comply with all codes, statutes, regulations, and procedures of the City of Colfax.
89. The trash enclosure locations shall be reviewed and approved by staff and Recology prior to issuance of any development permits.

MAIDU VILLAGE DEVELOPMENT PROJECT

Initial Study/Mitigated Negative Declaration

Prepared for:

October 2018

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

Prepared by:

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CITY OF COLFAX

PROPOSED MITIGATED NEGATIVE DECLARATION MAIDU VILLAGE DEVELOPMENT PROJECT

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

PROJECT TITLE: Maidu Village Development Project

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

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

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

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

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

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

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

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

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ENVIRONMENTAL CHECKLIST

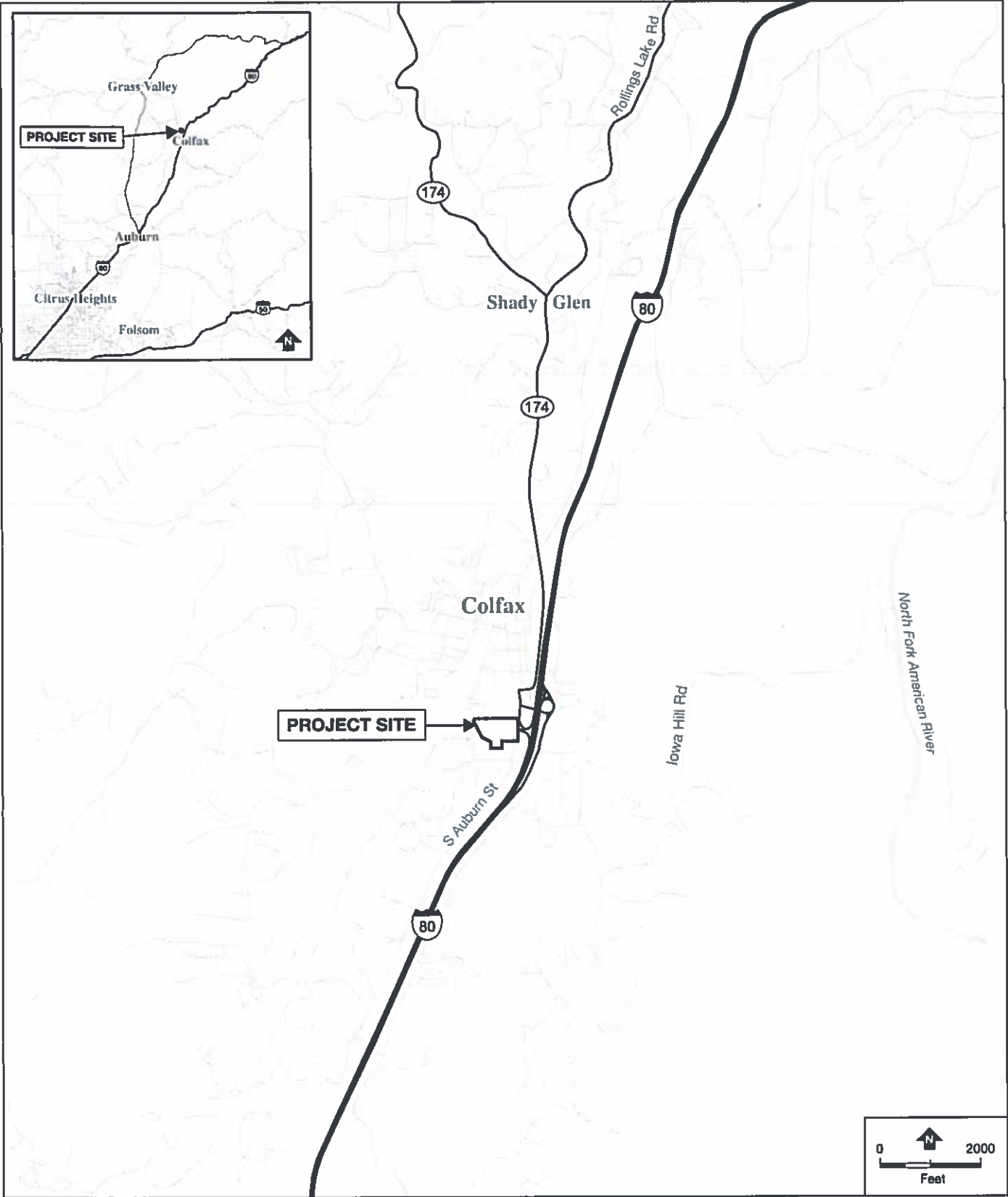
Initial Study/Mitigated Negative Declaration

1. **Project Title:** Maidu Village Development Project
2. **Lead Agency Name and Address:** City of Colfax
Planning Department
33 S Main Street
Colfax, CA 95713
3. **Contact Person and Phone Number:** Amy Feagans
Planning Director
(530) 346-2313
4. **Project Location:** APN 100-240-016
South Auburn Street
Colfax, CA 95713
5. **Project Sponsor** Colfax Auburn LLC
1328 Souza Drive
El Dorado Hills, CA 95762
6. **General Plan Designation:** Commercial & Industrial
7. **Zoning:** Commercial Highway (C-H)

8. **Description of Project:**

Introduction

Colfax Auburn LLC (the Applicant) proposes to develop on a ±8.4-acre parcel (Placer County APN 100-240-016) in Colfax, CA. The project site is west of South Auburn Street, between Whitcomb Avenue and Central Street/State Highway 174, and is adjacent to the Interstate 80 (I-80) westbound on-ramp/off-ramp at South Auburn Street (the proposed roundabout). The project includes the phased development of an ARCO gas station/mini-mart/car wash, a fast-food restaurant and coffee kiosk, a sit-down restaurant, a commercial/retail building and a motel. **Figure 1** shows the Project Location and **Figure 2** shows the Site Map. **Figure 3** shows the Parcel Map and **Figure 4** shows the Preliminary Grading, Drainage and Utility Plan. The project requires compliance with the California Environmental Quality Act (CEQA) because the project requires discretionary approvals for the required Conditional Use Permit, Design Review, Tentative Map, and Planned Development.



Source: RCH Group

Figure 1
Regional Location



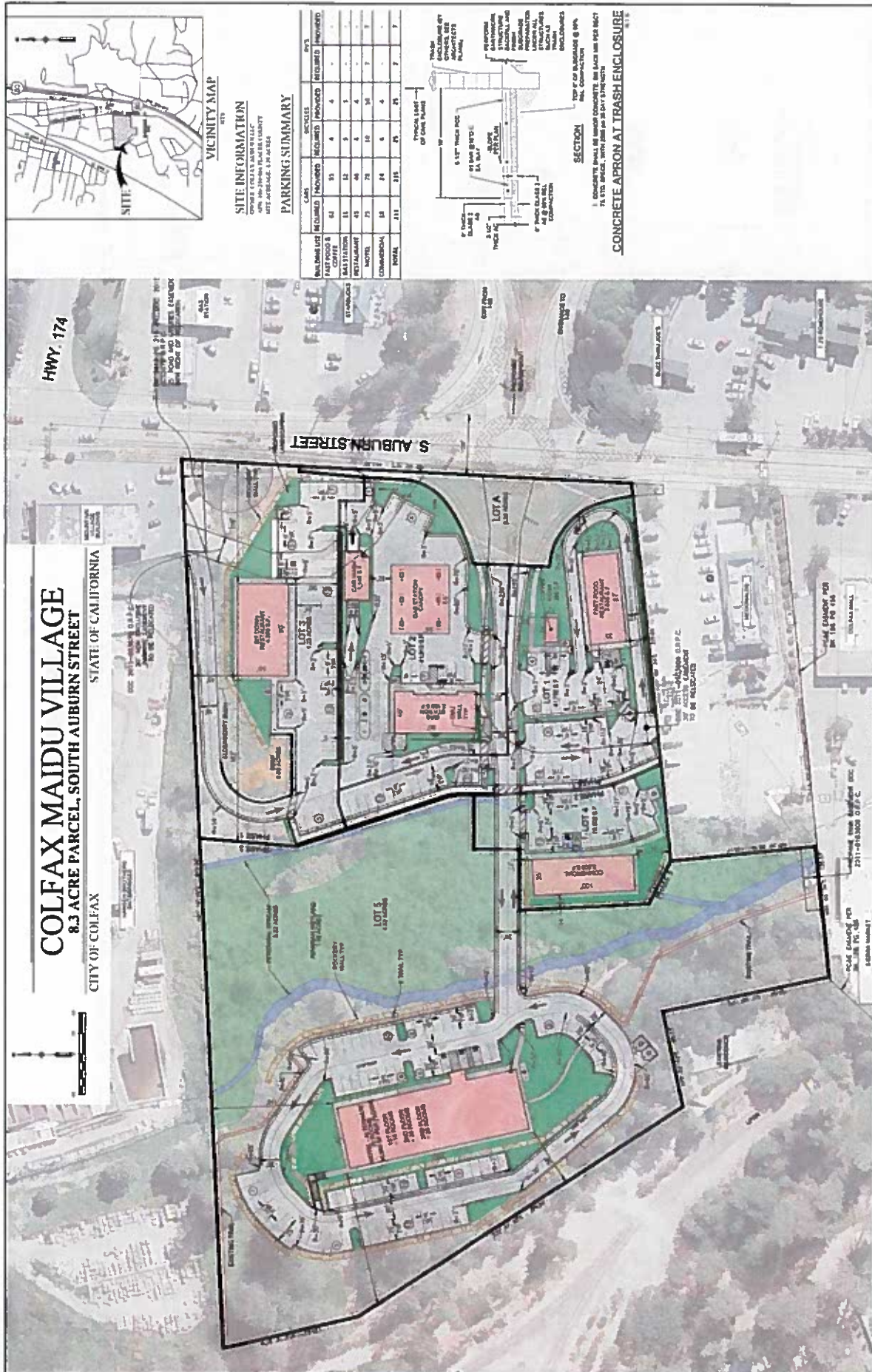


Figure 2
Site Map

Source: King Engineering, Inc.



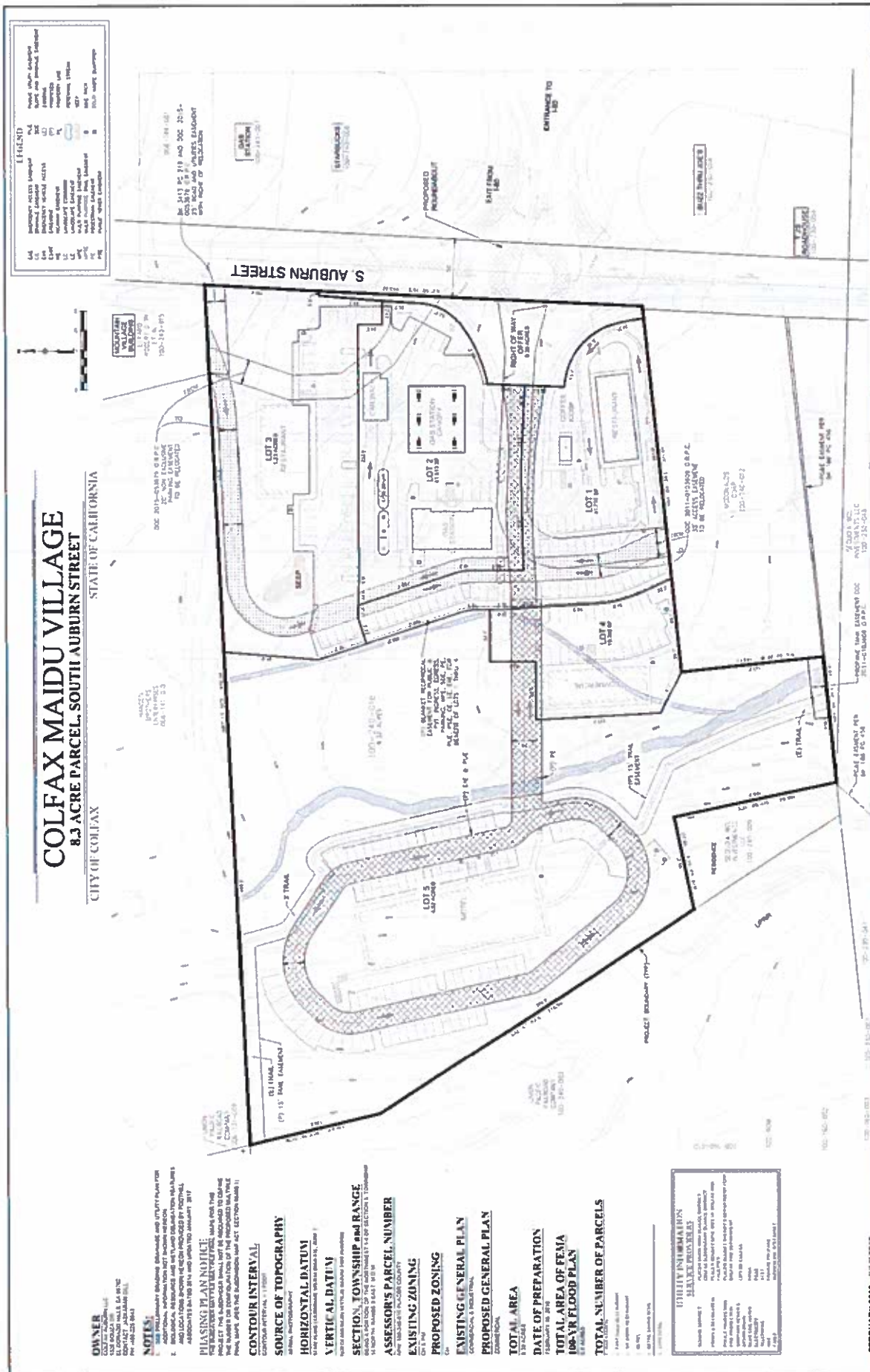


Figure 3 Parcel Map

FEBRUARY 2018 JULY 2018
Source: King Engineering, Inc.



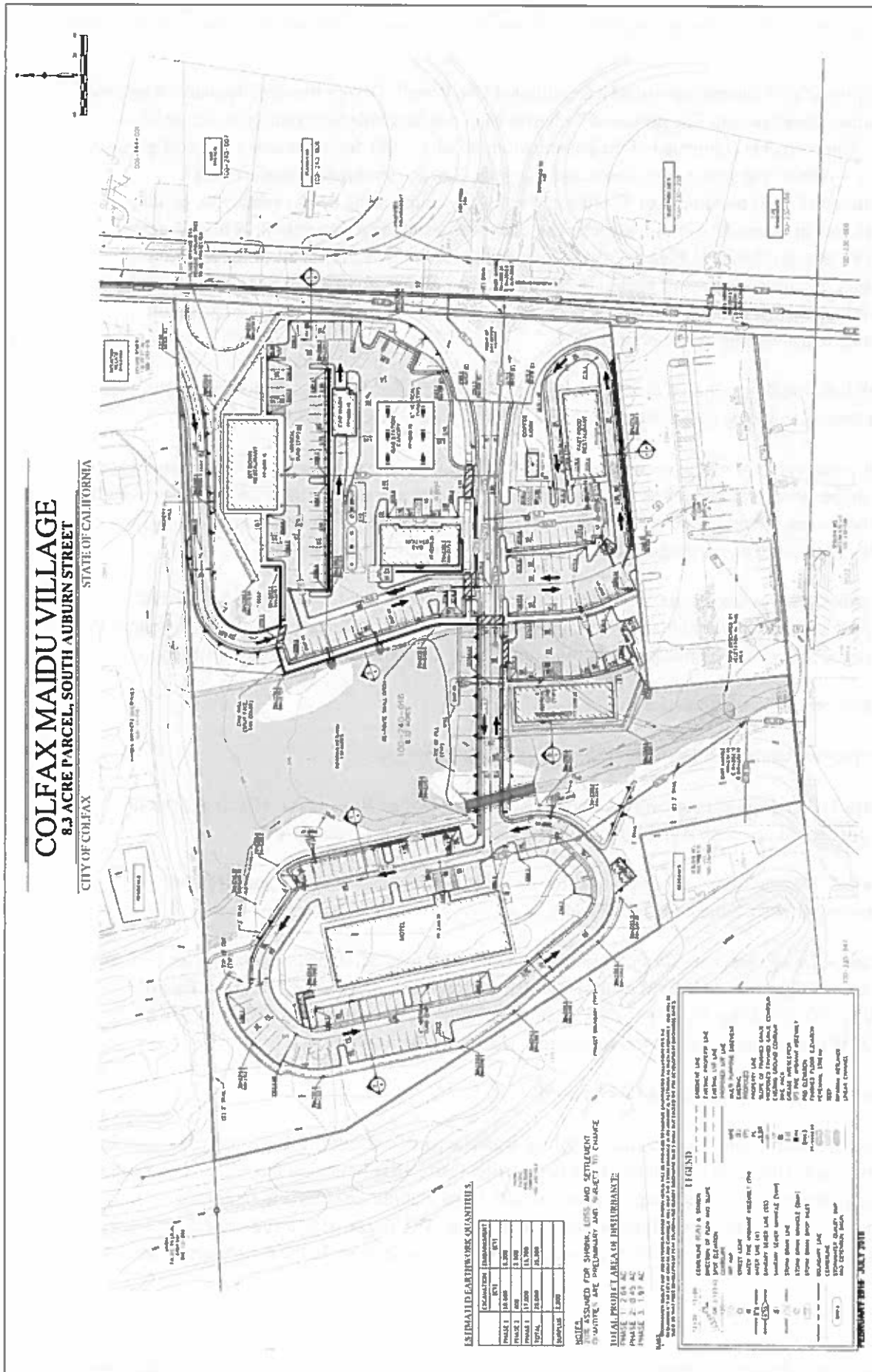


Figure 4
Preliminary Grading and Utilities Plan

Source: King Engineering, Inc.



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

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

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

No offsite improvements are anticipated with the project since the City of Colfax's planned roundabout project would include frontage roadway, sidewalk, drainage, and utility extensions to serve the project so that this project would not disrupt the planned roundabout construction.

Entitlements and Schedule

The project would seek approval of the following entitlements:

Phase 1: Development Agreement, Parcel Map, Major Design Review for ARCO gas station, mini-mart and car wash (Lot 2), Planned Development. Schedule: 2018-2019.

Phase 2: Design Reviews for fast-food restaurant and coffee kiosk (Lot 1) and sit-down restaurant (Lot 3). Schedule: 2019-2024.

Phase 3: Design Reviews for the commercial/retail building (Lot 4) and motel use (Lot 5). Army Corps of Engineers (ACOE) Wetlands 404 Permit, Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification, and California Department of Fish & Wildlife (CDFW) 1602 Stream Alteration Agreement. Schedule: 2019-2028.

Construction Phasing and Schedule

Phase 1 construction would include the three frontage parcels (Lots 1, 2 & 3) and would consist of two parts (Phase 1a and Phase 1b). Construction Phase 1a is limited to the ARCO gas station improvements (Lot 2) and rough grading of Lots 1 and 3 at the same time to minimize construction impacts. The estimated completion of the ARCO gas station and project infrastructure would be in 2019 after completion of the roundabout. In the next several years, the

two remaining frontage pads (Lots 1 and 3) would seek entitlements and would be developed as the demand for the uses occurs (Construction Phase 1b). It is anticipated that the two remaining frontage pads (Lots 1 and 3) would be developed within a five-year period. The commercial/retail building use on Lot 4 (Construction Phase 2) and the motel use on Lot 5 (Construction Phase 3) involves an ACOE Wetlands Section 404 permit, a RWQCB Section 401 Water Quality Certification, and a CDFW Section 1602 Stream Alteration Agreement approval. It is anticipated this would occur between years five and ten. This schedule could accelerate based on demand. The basic infrastructure located on the frontage parcels (Lots 1, 2, and 3) consisting of internal circulation, parking, frontage improvements, underground utilities (including water, sewer, and dry utilities), grading, and storm drainage for the project would occur within Phase 1 (See Figure 4). Access and utility stubs to Lots 4 and 5 would be constructed during Phase 1 for future construction of their infrastructure during Construction Phases 2 and 3, respectively.

Grading

In order to preserve much of the north-south running riparian wetland and perennial streams through the project site, a minimized grading approach would be taken for access roads and building siting. Proposed locations of buildings, roadways and other site improvements were designed in response to minimize site disturbance through the central wetland area.

Grading, when necessary, would be managed to create minimal slope grading impacts through the use of natural material rockery walls where slopes would otherwise be excessive. Grading would be limited to the extent necessary to accommodate the development of the project. Cut and fill slopes would be held to a minimum utilizing the existing contours whenever possible and rockery walls and retaining walls to minimize impacts to adjacent vegetation and biological resources. Slope gradients for cut and fill slopes would be based upon site-specific soil conditions and would be 2:1 or flatter.

Grading for the project is largely controlled by the roadway connections to South Auburn Street and McDonald's access easement and is designed to maintain ADA accessibility throughout the project site connectivity and its connection to the public right of way. Efforts have been made to balance the initial estimates for earthwork onsite as much as practicable and the preliminary earthwork analysis indicates approximately 28,000 cubic yards (CY) of excavation and 25,100 CY of embankment fill, generating a surplus of 2,900 CY. Efforts would be made during final Improvement Plan design to balance the project site even further to help reduce soil export from the project site.

Circulation

The main access entrance point into the project is from South Auburn Street via the City's planned new roundabout intersection. There is also a proposed connection to McDonald's via an existing access easement on the property that would serve the project and McDonald's with secondary access circulation. Finally, an existing one-way driveway serves the adjoining Mountain Village commercial development to the north that would be relocated north of the

proposed sit-down restaurant on Lot 3. All of these accesses would provide public access and through-project circulation to public roadways. As shown on Figure 3 and 4, the proposed circulation plan would consist of a network of access roads and parking areas that generally connect all of the proposed uses with adjoining properties and public streets as much as possible. Access and parking would be accommodated through reciprocal easements to be granted for public and private ingress, egress, parking, drainage, and utilities for the shared benefit of Lots 1 through 5 (See Figure 3 and 4).

Non-Roadway Infrastructure

Infrastructure including storm drain facilities, water lines, sewer lines, and underground joint trench utilities (electric, gas, CATV, & communication) would be designed to meet required standards based on the level of development proposed.

Stormwater and Drainage

The project would require drainage improvements. The Applicant would be required to provide a Drainage Report with Drainage Plans prepared by a licensed civil engineer prior to grading and construction (See Mitigation Measure HYD-1). The Drainage Report and Improvement Plans would identify stormwater quality best management practices (BMPs) and detention basins to be located adjacent to and/or under the parking areas (See Figure 4). The BMPs would be implemented and detention basins would be provided to minimize stormwater pollutants from entering the natural drainage course per the requirements of the City of Colfax and the Central Valley RWQCB. Reasonable efforts would be made to keep the storm drainage in its historical patterns as much as possible and BMP detention facilities would be sized so that post development peak stormwater runoff rates are equal to or less than, pre-development runoff rates that leave the project site. All required storm drain facility improvements would be designed and constructed in accordance with City of Colfax requirements and standards and other applicable regulatory agencies. See the Hydrology and Water Quality Section of this Initial Study for more information related to stormwater and drainage.

Water Supply

Placer County Water Agency (PCWA) has indicated the project is within the PCWA's service area and the project site can be served subject to the regulations of the PCWA and the laws of the State. The project would extend the water pipeline that presently exists along the project's frontage roadway, South Auburn Street.

Wastewater System

Wastewater would be gathered from the project in a new gravity sewer collection system that connects to the City of Colfax's existing gravity sewer mains located in South Auburn Street and at the southern end of the project site. The sewer collection system would be designed to the satisfaction of City of Colfax and Placer County Environmental Health Department.

Fire Protection

The Colfax Fire Department (CFD) and the California Department of Forestry and Fire Protection (Cal-Fire) have entered into a mutual aid agreement to provide fire protection to Colfax, including the project site. The nearest fire station is the Colfax Fire Station located roughly 0.6 miles northeast from the project site. The City of Colfax Fire Marshal, along with the Cal-Fire, would provide Conditions of Approval for the project.

Fire protection for the project would include fire hydrants connected to the PCWA public water system and shaded fuel breaks where required to reduce potential fire fuel near proposed improvements.

Police Protection

The project site is within the jurisdiction of the Placer County Sheriff's Department. Placer County also maintains a mutual assistance agreement with the California Highway Patrol (CHP).

Solid Waste

Solid waste generated by the project would be collected and disposed of by Recology Auburn Placer Disposal Service, a private company that provides services to the City of Colfax and Placer County.

Energy Service

Pacific Gas and Electric (PG&E) would supply electricity and natural gas to the project area; however, the Applicant would need to submit an application for expanded services. The project would require the expansion of electrical service lines. All new utilities required for the project would be undergrounded, where appropriate.

Communications

Telecommunication services would be provided by AT&T, while television and data services could be provided by Xfinity, Direct TV, Dish Network, and/or other local providers.

9. Surrounding Land Uses and Setting:

The project site is vacant with some occasional homeless/urban campers trespassing on the project site. To the north lies Hansen Bros. industrial site for concrete, building, and landscape materials and Mountain Village retail/office building; to the west lies the Union Pacific Railroad (UPRR) tracks and a single-family residence; to the south lies McDonald's, Colfax Mall and Sierra Market commercial shopping centers; and to the east lies drive-thru restaurants and a gas station.

The project site consists of sloping topography. Site elevations range from 2,255 to 2,332 feet above mean sea level. Ground slopes typically range from 2% to 39%. Two unnamed creeks flow from north to south through the center of the project site. Both the eastern slope and western slope of the project site drain into the creeks. The eastern portion of the project site is disturbed with walking trails and a paved access road to Mountain Village to the north.

The project site is mostly covered with vegetation. See the Biological Resources Section of this Initial Study for more details. Wetlands features, such as perennial stream, riparian wetland, and a seasonal seep are present in the mid-section of the project site. The project site contains California annual grassland, black oak woodland, ponderosa pine forest, mixed willow scrub, urban scrubland, and disturbed/developed land (cleared land, concrete slabs and old foundations).

10. Required Agency Approvals:

The following permits/approvals are applicable to the project and involve City of Colfax approval:

- Approval of the Tentative Map, Conditional Use Permit, Design Review(s), Planned Development, Parcel Map, Erosion Control Plans, Improvement Plans, Grading and Building Permits, Encroachment Permit and Other Applicable Permits

The following permits and regulations are applicable to the project and involve other public agencies whose approval may be required:

- Dust Control Plan Approval, Placer County Air Pollution Control District (PCAPCD)
- Section 402 National Pollutant Discharge Elimination System (NPDES) General Construction Stormwater Permit, Central Valley RWQCB
- Section 401 Water Quality Certification, Central Valley RWQCB (Phases 2 and 3)
- Wetlands Section 404 Permit, ACOE (Phases 2 and 3)
- Section 1602 Stream Alteration Agreement, CDFW (Phases 2 and 3)

11. Tribal Consultation:

The United Auburn Indian Community (UAIC) requested consultation for the project on August 30, 2018. The Colfax-Todds Valley Consolidated Tribe (CTVCT) is the culturally affiliated tribe with the project area. Both the UAIC and CTVCT met with cultural resource specialists at the project site and both tribes consider the project site to be culturally sensitive. The UAIC sent the City of Colfax their recommended mitigation measures, which have been incorporated into mitigation measures for the project. See the Cultural Resources and Tribal Cultural Resources sections of the Initial Study for more information.

Environmental Factors Potentially Affected

The project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input checked="" type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input checked="" type="checkbox"/> Geology, Soils and Seismicity |
| <input checked="" type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards and Hazardous Materials | <input checked="" type="checkbox"/> Hydrology and Water Quality |
| <input checked="" type="checkbox"/> Land Use and Land Use Planning | <input type="checkbox"/> Mineral Resources | <input checked="" type="checkbox"/> Noise |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Transportation and Traffic | <input checked="" type="checkbox"/> Tribal Cultural Resources | <input checked="" type="checkbox"/> Utilities and Service Systems |
| <input checked="" type="checkbox"/> Mandatory Findings of Significance | | |

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial study:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Amy Feagans
Signature
Amy Feagans
Printed Name

10/29/18
Date
City of Colfax
For

Aesthetics

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
1. AESTHETICS — Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect daytime or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

The project site is vacant with some occasional homeless/urban campers trespassing on the project site. To the north lies Hansen Bros. industrial site for concrete, building, and landscape materials and Mountain Village retail/office building; to the west lies the UPRR tracks and a single-family residence; to the south lies McDonald's, Colfax Mall and Sierra Market commercial shopping centers; and to the east lies South Auburn Street, drive-thru restaurants, a gas station and I-80.

Discussion

- a, b) **No Impact.** No scenic vistas would be affected by the project. The project site is not within or near a designated state scenic highway. No scenic resources within a state scenic highway would be affected by the project. Therefore, the project would have no impact.
- c) **Less-than-Significant Impact.** Photos 1-6 show views of the project site. Commercial and industrial uses surround the project site. There is an existing single-family residence approximately 60 feet east of the UPRR tracks, 100 feet north of the Colfax Mall and Sierra Market, and 200 feet west of the McDonald's parking lot. The residence would be approximately 50 feet south of the proposed motel site, with buffer and vegetation in between. Existing vegetation would likely block the views of all other project components.

The project would be consistent with the existing commercial and industrial visual character and quality of its surroundings. The project would comply with all applicable building, design, landscaping, and lighting requirements found in the City of Colfax Municipal Code and the Community Design Element of the City of Colfax 2020 General Plan. The project would not substantially degrade the existing visual character or quality of the project site and its surroundings. Therefore, the project would have a less-than-significant impact.

-
- d) **Less-than-Significant Impact.** The project would change the landscape of the project site from an undeveloped environment to one that is urbanized, which would result in the introduction of new sources of light and potential glare. These new sources of lighting would primarily consist of site lighting in the parking lot and cars entering and exiting the project site at night. The project would comply with the lighting requirements in the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.
-



Photo #1) View of the project site and the commercial uses to the south (photo taken approximately 100 feet west of South Auburn Street on June 13, 2018).



Photo #2) View of the project site and the commercial uses to the east/northeast (photo taken at southeast corner of project site near McDonald's property line west of South Auburn Street on June 13, 2018).



Photo #3) View of the project site and the existing access road to the Mountain Village commercial center (photo taken on June 13, 2018).



Photo #4) View of the commercial uses to the east/southeast (photo taken at southeast corner of project site at McDonald's property line on June 13, 2018).



Photo #5) View of the project site facing northwest (photo taken on June 13, 2018).



Photo #6) View of the project site facing west (photo taken on June 13, 2018).

Agricultural and Forest Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
2. AGRICULTURAL AND FOREST RESOURCES —				
In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a, e) **No Impact.** There is no farmland located on or near the project site. Therefore, the project would have no impact.
- b) **No Impact.** The project site is not zoned for agricultural use and is not subject to a Williamson Act contract. Therefore, the project would have no impact.
- c, d) **No Impact.** The project site is not zoned for forest land or timberland. The project site is not zoned for agricultural and does not fit the definition of forest land. Therefore, the project would have no impact.

Air Quality

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
3. AIR QUALITY — Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

This air quality analysis is consistent with the methodology for project review and analysis as described in the PCAPCD's *CEQA Air Quality Handbook* (PCAPCD, 2017). Additional information related to air quality such as existing setting and regulations, as well as detailed construction and operational emissions inventories for the project is in **Appendix A**.

Discussion

- a) **Less-than-Significant Impact.** The PCAPCD along with other local air districts in the Sacramento planning region are required to comply and implement the State Implementation Plan (SIP) to demonstrate how and when the region can attain the federal ozone standards. In 2013, air districts from the Sacramento planning region developed the *Sacramento Regional 8-Hour Ozone Attainment and Reasonable Further Progress Plan (2013 SIP Revisions Plan)* to address how the region would attain the 1997 federal 8-hour ozone standard. U.S. EPA approved the *2013 SIP Revisions Plan* effective March 2, 2015. The *2013 SIP Revisions Plan* is the applicable air quality plan for the project.

A conflict with, or obstruction of, implementation of the *2013 SIP Revisions Plan* could occur if a project generates greater emissions than what has been projected for the project site in the emissions inventory of the *2013 SIP Revisions Plan*. Emissions inventories are developed based on projected increases in population, employment, regional vehicle miles traveled, and associated area sources within the region, which are based on regional projections that are, in turn, based on the general plan and zoning designations for the

region. Because the project site would remain a commercial use, the project should have emissions consistent with the emissions inventory of the *2013 SIP Revisions Plan*.

The project would support the primary goals of the *2013 SIP Revisions Plan*, it would be consistent with all applicable *2013 SIP Revisions Plan* control measures, and would not disrupt or hinder implementation of any *2013 SIP Revisions Plan* control measures. Therefore, the project would have a less-than-significant impact.

- b) **Less-than-Significant Impact.** The project would generate temporary criteria pollutant emissions during construction and long-term criteria pollutant emissions during operations.

Construction

The project would be constructed over several phases (See project description). Construction activities would consist of site preparation, grading, building construction, paving and architectural coating. Construction equipment would consist air compressors, cement and mortar mixers, cranes, forklifts, generator sets, graders, pavers, paving equipment, rollers, rubber tired dozers, tractors/loaders/backhoes and welders. Efforts would be made during final Improvement Plan design to balance the site, but grading could require up to 2,900 CY of soil export. The project would require worker vehicle trips for the duration of construction and truck trips for importing construction materials or exporting soil material (if required). The emissions generated from these construction activities include:

- Dust (including particulate matter less than 10 micrometers (coarse or PM10) and particulate matter less than 2.5 micrometers (fine or PM2.5)) primarily from “fugitive” sources (i.e., emissions released through means other than through a stack or tailpipe) such as material handling and travel on unpaved surfaces;
- Combustion emissions of criteria air pollutants (carbon monoxide (CO), nitrogen oxides (NO_x), sulfur dioxide (SO₂), volatile organic compounds (VOC) as reactive organic gases (ROG), PM10, and PM2.5) primarily from operation of heavy off-road construction equipment, haul trucks, (primarily diesel-operated), and construction worker automobile trips (primarily gasoline-operated); and
- VOC emissions from painting/coating.

Construction-related fugitive dust emissions would vary from day to day, depending on the level and type of activity, silt content of the soil, and the weather. Poor construction practices could result in substantial emissions of fugitive dust that could become a nuisance. The PCAPCD requires construction projects to comply with District Rules & Regulations for Construction. Compliance with the PCAPCD District Rules & Regulations for construction, specifically Rule 228 – Fugitive Dust, which requires implementation of minimum dust control requirements, would prevent and control fugitive dust emissions. The minimum dust control requirements required by Rule 228 are in **Appendix A** for reference.

Estimated maximum daily emissions of criteria pollutant emissions that would be generated by construction of the project are shown in Table 1. Construction emissions were estimated using the California Emission Estimator Model (CalEEMod) Version 2016.3.2. There are no significance thresholds for CO or PM_{2.5}. As shown in Table 1, criteria pollutant emissions from all construction phases would be substantially less than the PCAPCD's maximum daily significance thresholds for ROG, NO_x, and PM₁₀. Therefore, the project would have a less-than-significant impact.

Table 1: Estimated Maximum Daily Construction Emissions (pounds)

Year	ROG	NO _x	PM ₁₀
Maximum Daily 2019 Emissions (Phase 1a)	17.2	19.5	2.5
Maximum Daily 2021 Emissions (Phase 1b)	9.0	14.9	1.1
Maximum Daily 2024 Emissions (Phase 2)	7.2	6.2	1.2
Maximum Daily 2025 Emissions (Phase 3)	13.84	25.3	19.8
Maximum Daily Emissions	17.2	25.3	19.8
Significance Threshold	82	82	82
Potentially Significant (Yes or No)?	No	No	No

Source: CalEEMod Version 2016.3.2.

Operations

The project would generate operational criteria pollutant emissions from transportation, area sources, electricity consumption, natural gas combustion, electricity usage associated with water usage and wastewater discharge, and solid waste landfilling and transport. Operational emissions were estimated using the CalEEMod Version 2016.3.2. The operational emissions estimates assume an operational year of 2020 for Phase 1a and conservative estimates for subsequent phases.

Estimated maximum daily operational emissions that would be associated with the project are presented in Table 2 and are compared to PCAPCD's thresholds of significance. As indicated in Table 2, the estimated operational emissions would be substantially less than the PCAPCD's significance thresholds. Therefore, the project would have a less-than-significant impact.

Table 2: Estimated Maximum Daily Operational Emissions (pounds)

Condition	ROG	NO _x	PM ₁₀
Phase 1a Maximum Daily Emissions (Year 2020)	2.2	9.0	1.1
Phase 1b Maximum Daily Emissions (Year 2022)	1.8	8.3	1.8
Phase 2 Maximum Daily Emissions (Year 2025)	0.3	1.0	0.4
Phase 3 Maximum Daily Emissions (Year 2026)	1.2	3.2	1.5
Maximum Daily Emissions at Full Buildout	5.2	21.4	5.2
Significance Threshold	55	55	82
Potentially Significant (Yes or No)?	No	No	No

Source: CalEEMod Version 2016.3.2.

Note: Maximum daily emissions at full buildout would likely be lower than the emissions shown in Table 2 since Phase 1a, 1b and 2 emissions would decrease by year 2026 (the estimated year the project would be fully built out and fully operational).

- c) **Less-than-Significant Impact.** The PCAPCD cumulative significance thresholds are the same as the project-level significance thresholds. Therefore, a project would have a significant cumulative impact if the project exceeds the project-level significance thresholds. As disclosed in this air quality analysis, the project would not exceed project-level significance thresholds. Therefore, the project would have a less-than-significant impact.
- d) **Less-than-Significant Impact.** Land uses such as schools, children's daycare centers, hospitals, and convalescent homes are considered more sensitive to poor air quality than other land uses because the population groups associated with these uses have increased susceptibility to respiratory distress. Persons engaged in strenuous work or exercise also have increased sensitivity to poor air quality. The California Air Resources Board (CARB) has identified the following people as most likely to be affected by air pollution: children less than 14 years of age, the elderly over 65 years of age, athletes, and those with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive population groups.

Residential areas are considered more sensitive to air quality conditions than commercial and industrial areas, because people generally spend longer periods of time outside their residences, resulting in greater exposure to ambient air quality conditions. Recreational uses are also considered sensitive, due to the greater exposure to ambient air quality conditions and because the presence of pollution detracts from the recreational experience. The project site (the proposed hotel use portion) is adjacent to a single-family residence, but the proposed gas station use is approximately 500 feet northeast of this single-family residence.

A toxic air contaminant (TAC) is defined as an air pollutant that may cause or contribute to an increase in mortality or in serious illness, or that may pose a hazard to human health. TACs are usually present in minute quantities in the ambient air. However, TACs high toxicity or health risk may pose a threat to public health even at very low

concentrations. In general, for those TACs that may cause cancer, there is no concentration that does not present some risk. This contrasts with the criteria pollutants for which acceptable levels of exposure can be determined and for which the state and federal governments have set ambient air quality standards.

The project would constitute a new emission source of diesel particulate matter (DPM¹) due to construction activities. Studies have demonstrated that DPM from diesel-fueled engines is a human carcinogen and that chronic (long-term) inhalation exposure to DPM poses a chronic health risk. The project has short-term construction activities that would use diesel construction equipment intermittently and would not generate substantial TAC emissions. Therefore, the project would have a less-than-significant impact.

Naturally Occurring Asbestos (NOA) can be of concern in Placer County due to the known presence of chrysotile and amphibole asbestos. However, the project site is in the area least likely to contain NOA according to Placer County's NOA Hazard Map (November 2008). Although unlikely, if NOA is discovered during project construction the project would be required to adhere to CARB's Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations. Therefore, the project would have a less-than-significant impact.

TACs related to operation would be limited to the proposed gas station use of the project. CARB recommends a 300-foot separation from large gasoline dispensing facilities and residential uses and a 50-foot separation from typical gas dispensing facilities and residential uses (CARB, 2005). The proposed gas station is greater than 500 feet away from the nearest sensitive receptor. Therefore, the project would have a less-than-significant impact.

- e) **Less-than-Significant Impact.** Any project with the potential to frequently expose members of the public to objectionable odors would be deemed to have a potentially significant impact. As a general matter, the types of development that pose potential odor problems include agriculture, food processing, dairies, rendering, refineries, chemical plants, wastewater treatment plants, landfills, composting facilities, and transfer stations. No such odiferous uses would be a part of the project. Commercial development projects

¹ In August of 1998, CARB identified particulate emissions from diesel-fueled engines as a toxic air contaminant. CARB developed the *Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles*. The document represents a proposal to reduce diesel particulate emissions, with the goal to reduce emissions and the associated health risk by 75 percent in 2010 and by 85 percent in 2020. The program aims to require the use of state-of-the-art catalyzed diesel particulate filters and ultra-low sulfur diesel fuel on diesel-fueled engines. DPM is the most complex of diesel emissions. Diesel particulates, as defined by most emission standards, are sampled from diluted and cooled exhaust gases. This definition includes both solid and liquid material that condenses during the dilution process. The basic fractions of DPM are elemental carbon; heavy hydrocarbons derived from the fuel and lubricating oil and hydrated sulfuric acid derived from the fuel sulfur. DPM contains a large portion of the polycyclic aromatic hydrocarbons found in diesel exhaust. Diesel particulates include small nuclei particles of diameters below 0.04 micrometers (µm) and their agglomerates of diameters up to 1 µm.

generally do not cause odor problems or complaints. Therefore, the project would have a less-than-significant impact.

References

California Air Pollution Control Officers Association, *CalEEMod User's Guide Version 2016.3.2*, November 2017. http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4

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US EPA. *Near Roadway Air Pollution and Health: Frequently Asked Questions*. August 2014.
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Biological Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
4. BIOLOGICAL RESOURCES — Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This section is based on a Biological Resources Assessment (January 10, 2014) and a Biological Constraints Update (January 20, 2017) conducted by Foothill Associates. The Biological Resources Assessment (2014) is **Appendix C** to this Initial Study and the Biological Constraints Update (2017) is **Appendix D** to this Initial Study. Foothill Associates also performed an Arborist Survey (August 17, 2018), which is **Appendix E** to this Initial Study.

The Biological Resources Assessment and Biological Constraints Update recommended the following:

- Submit wetland delineation and request for preliminary jurisdictional determination.
- Obtain appropriate regulatory permits for impacts to jurisdictional wetlands and perennial streams (404 permit, 401 permit, and Streambed Alteration Agreement) and implement mitigation measures required by regulatory agencies to ensure “no net loss” of wetlands.
- Prepare tree inventory of all trees with a DBH greater than 6 inches. Coordinate with City of Colfax and implement tree mitigation as required by planning commission.
- Perform surveys for special status plants during identification period/ bloom season (April – September).

- Perform surveys for special-status reptiles and amphibians.
- Coordinate with appropriate State or federal agency to determine mitigation requirements if special-status plants or animals are identified on the project site.
- Perform pre-construction avian nesting survey, if site clearing begins during the nesting season (February – August).

Discussion

- a) **Less-than-Significant Impact with Mitigation.** Foothill Associates' biologists conducted field surveys of the entire project site on November 7, 2013; December 5, 2013; and January 16, 2017. The project site contains California annual grassland, black oak woodland, ponderosa pine forest, mixed willow scrub, urban scrubland, and disturbed/developed land (cleared land, concrete slabs and old foundations). Three wetland types are located on the site: perennial stream, riparian woodland, and seep. There is widespread evidence of camping, in the form of trash, clothes, cardboard, and cleared paths through the center of the project site east of the creek channel. A number of people were observed walking dogs on the more open southeast portion of the site and on the west side of the creek. One elderberry shrub (*Sambucus mexicanus*) was mapped within the northern portion of the project site during the January 16, 2017; however, the shrub would not be disturbed by the project.

Listed and Special-Status Plants

Foothill Associates searched California Natural Diversity Database and the U.S. Fish and Wildlife Service list for special-status plant species that have the potential to occur on the project site. Species that have a low potential to occur include the following: brownish beaked-rush (*Rhynchospora capitellata*), dubious pea (*Lathyrus sulphureus* var. *argillaceus*), finger rush (*Juncus digitatus*), Parry's horkelia (*Horkelia parryi*), Scadden Flat checkerbloom (*Sidalcea stipularis*), Sierra blue grass (*Poa sierrae*), and Stebbins' morning-glory (*Calystegia stebbinsi*). The only special-status plant species considered to have a high potential to occur on the project site is Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*).

The Biological Resources Assessment (2014) performed site surveys outside of the typical blooming period for the eight plant species listed with a potential for occurrence on the project site. **Mitigation Measures BIO-1 and BIO-2** would determine whether the listed and special-status plants occur on the project site and would reduce any potentially significant impacts to less than significant.

Mitigation Measure BIO-1: Prior to Phase 1 ground disturbance, the Applicant shall have a focused botanical survey conducted within the Phase 1 construction boundary for the following species: brownish beaked-rush (*Rhynchospora capitellata*), finger rush (*Juncus digitatus*), Parry's horkelia (*Horkelia parryi*), Scadden Flat checkerbloom (*Sidalcea stipularis*), Sierra blue grass (*Poa sierrae*), Stebbins' morning-glory (*Calystegia stebbinsi*) and Brandegee's clarkia (*Clarkia biloba* ssp. *brandegeae*).

brandegeae). If any of the above species are found within the Phase 1 construction boundary, the CDFW shall be contacted to determine appropriate avoidance measures. If none are found, Phase 1 ground disturbance could then proceed.

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

Listed and Special-Status Animals

Foothill Associates searched California Natural Diversity Database and the U.S. Fish and Wildlife Service list for special-status animals that have the potential to occur on the project site. Species that have a low potential to occur include the California red-legged frog (*Rana draytonii*) and the western pond turtle (*Emys marmorata*). Species that are considered to have a high potential to occur include the coast horned lizard (*Phrynosoma blainvillii*), foothill yellow-legged frog (*Rana boylei*), and various avian species (raptors and other migratory birds).

Foothill Associates performed Pre-Construction Surveys of the Phase 1 construction boundary for special-status reptiles and amphibians on July 19 and August 7, 2018 (Foothill Associates, 2018a). No special-status amphibians or reptiles were found during the surveys of the Phase 1 construction boundary.

Mitigation Measures BIO-3 would determine if listed and special-status amphibians and reptiles occur in the Phase 2 and 3 construction boundaries and would reduce any potentially significant impacts to less than significant. **Mitigation Measure BIO-4** would reduce any potentially significant impacts to avian species (raptors and other migratory birds) to less than significant.

Mitigation Measure BIO-3: Prior to Phase 2 and 3 ground disturbance, the Applicant shall have a focused pre-construction survey conducted by a qualified biologist for potentially occurring special-status reptiles and amphibians. If any species are found, the CDFW shall be contacted to determine appropriate avoidance measures. If no species are found, Phase 2 and/or 3 ground disturbance could then proceed.

Mitigation Measure BIO-4: If any tree removal or adjacent construction activity takes place during the associated breeding/nesting season for raptors (typically February through August), a pre-construction survey shall be conducted by a qualified biologist within 14 days of the start of construction activities. If active nests are found on or immediately adjacent to the site, the CDFW shall be contacted to determine appropriate avoidance measures. If no nesting is found to occur, necessary tree removal could then proceed. This survey shall not be necessary if tree removal and vegetation clearing occur outside of the nesting period.

- b, c) **Less-than-Significant Impact with Mitigation.** The project site contains approximately 1.93 acres of potentially jurisdictional wetlands, consisting of 1.68 acres of riparian wetland, 0.03 acre of seep and 0.22 acre of perennial stream. While only the U.S. ACOE can verify the jurisdiction and extents of wetlands, the wetlands mapped on the project site in 2014 and 2017 are expected to be considered jurisdictional and therefore regulated by the U.S. ACOE. Phase 1 would have no impact on the aforementioned wetland areas as they are only within the Phase 2 and 3 construction boundaries.

Mitigation Measure BIO-5 and BIO-6 would determine whether wetlands or waters of the U.S. occur on the project site and would reduce any potentially significant impacts to less than significant.

Mitigation Measure BIO-5: Prior to construction of Phase 2 and 3, the Applicant shall prepare a wetland delineation, in accordance with the U.S. ACOE "Minimum Standards for Acceptance of Preliminary Wetlands Delineations" and "Final Map and Drawing Standards for the South Pacific Division Regulatory Program," and submit it to the U.S. ACOE Sacramento District Office for review. The Applicant shall follow through with permitting required by the regulatory agencies with jurisdiction over the verified wetlands/waters (i.e. Section 404 permit from the U.S. ACOE and Section 401 water quality certification from the RWQCB).

Mitigation Measure BIO-6: Prior to construction of Phase 2 and 3, the Applicant shall obtain a Section 1602 Stream Alteration Agreement from CDFW for each stream crossing or any other activities affecting the bed, bank or associated riparian vegetation of the perennial streams.

- d) **Less-than-Significant Impact.** The project would be consistent with the surrounding area and would not substantially affect wildlife movement. **Mitigation Measure BIO-4** would reduce any potentially significant impacts to nesting raptors and migratory birds. Therefore, the project would have a less-than-significant impact.
- e) **Less-than-Significant Impact.** The City of Colfax understands as development of vacant land occurs, loss of some tree cover may be unavoidable. The City of Colfax Municipal Code, Chapter 17.110 – Tree Preservation Guidelines regulates all trees over 6 inches dbh. Mitigation is typically based on a 1:1 ratio for each tree removed. The project site

contains approximately 470 trees (approximately 110 ponderosa pine trees, 35 black oak trees, 240 arroyo willow trees, 45 tree of heaven, and 40 orchard/ornamental/exotic trees) (Foothill Associates, 2018b).

Approximately 291 trees would be removed with the project. Due to the invasive status for the tree of heaven and the small diameter and shrub-like growth of the willow trees, replacement of those trees would not be expected to be required. Thus, 166 replacement trees (approximately 291 total less 125 tree of heaven and willow trees) would be expected to be required using the 1:1 replacement ratio (Foothill Associates, 2018b).

The final number of impacted trees regulated by the Tree Preservation Guidelines would be determined during preparation of the grading permit application for each construction phase. The project would comply with the City of Colfax Tree Preservation Guidelines. Therefore, the project would have a less-than-significant impact.

- f) **No Impact.** The City of Colfax does not have an adopted Habitat Conservation Plan. Therefore, the project would have no impact.

References

Foothill Associates. *Biological Resources Assessment, Maidu Village 8.32-Acre Site, Colfax, California*, January 10, 2014.

Foothill Associates. *Biological Constraints Update for Maidu Village ±8.32-Acre Project Site Colfax, California*, January 20, 2017.

Foothill Associates. *Results of a Pre-Construction Survey for Special-Status Reptiles and Amphibians*. August 13, 2018a.

Foothill Associates. *Arborist Survey for the Maidu Village Project, City of Colfax, California*, August 17, 2018b.

City of Colfax, *Municipal Code, Chapter 17.110 – Tree Preservation Guidelines*.

Cultural Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
5. CULTURAL RESOURCES — Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Introduction

This section is based on a *Cultural and Paleontological Resources Inventory and Effects Assessment* (Cultural Assessment) for the project conducted by Natural Investigations Company (NIC, 2018).

Natural Investigations searched cultural literature, performed Sacred Lands File and paleontological records searches, conducted Native American outreach and performed an intensive-level pedestrian survey of the project site on May 7, 2018. The Cultural Assessment concluded the following:

- Project construction would have no effect on known historic properties. There are no known historic properties or historical resources present within the project site.
- Project construction has a low probability for uncovering or damaging fossils and does not have a high potential to cause a significant impact on any resource that currently qualifies as a significant paleontological resource. No additional paleontological resources work is recommended at this time. Construction monitoring of ground-disturbing activity for the presence of paleontological resources is not recommended.
- Project construction has a high potential for the discovery of buried cultural resources. This high potential is based on the 4-6 feet of Josephine and Sites series soils that overlay the Mariposa Formation (there is no potential for buried sites in the underlying Mariposa Formation) and the presence of riparian wetland area and perennial streams.
- Project construction should include archaeological monitoring of ground-disturbing activities, a cultural resources awareness-training program for construction workers and mitigation measures for unanticipated discoveries of cultural resources, human remains or paleontological resources. These recommendations have been included as mitigation measures in this Initial Study.

Natural Investigations contacted the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File for traditional cultural resources within or near the project site. The reply from the NAHC, dated April 27, 2018, stated that Native American sacred sites were identified in the project area and to directly contact the Colfax-Todds Valley Consolidated Tribe (CTVCT) for more information regarding potential sacred sites and tribal cultural resources (TCRs) within the project site. The NAHC also listed the Shingle Springs Band of Miwok Indians, Tsi-Akim Maidu, United Auburn Indian Community (UAIC) and Washoe Tribe of Nevada and California as tribes that may have information regarding sacred lands or other heritage sites on the project site.

Natural Investigations contacted each of the five tribes provided by the NAHC and if no response was received, follow-up telephone calls were made and voice mails were left for the tribal representatives. The Shingle Springs Band of Miwok Indians, Tsi-Akim Maidu and Washoe Tribe of Nevada and California were unable to be reached after multiple attempts to make contact. Natural Investigations reached both the CTVCT and UAIC and both tribes consider the project site to be culturally sensitive. Natural Investigations met with both tribes for a project site visit in May 2018 and both tribes' recommendations are incorporated into this Initial Study as mitigation measures.

A known area of the project site has the potential to hold surface and/or subsurface cultural resources. The location of this area is not disclosed in this Initial Study in order to protect the potential sensitivity of the area.² **Mitigation Measure CUL-7** is included in this Initial Study to reduce potentially significant impacts to cultural resources to a less-than-significant level.

Discussion

- a) **Less-than-Significant Impact.** No historical resources were identified during the intensive-level pedestrian survey on May 7, 2018 and the project would have no effect on known historic properties. There are no known historic properties or historical resources present within the project site. Thus, the project does not have the potential to cause a significant impact on any resource that currently qualifies as a historical resource, or that has been recommended eligible for listing in the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR). Therefore, the project would have a less-than-significant impact.
- b) **Less-than-Significant Impact with Mitigation.** Project construction has a high potential for the discovery of buried cultural resources. This high potential is based on the 4-6 feet of Josephine and Sites series soils that overlay the Mariposa Formation (there is no potential for buried sites in the underlying Mariposa Formation) and the presence of

² Archaeological and traditional property locations are considered confidential and should not be disclosed to the general public or unauthorized persons. This document contains sensitive information regarding the nature and location of archaeological sites. Public access to information regarding the location, character, or ownership of a cultural or heritage resource is restricted by law per Section 304 of the National Historic Preservation Act; Section 9(a) of the Archaeological Resources Protection Act; Executive Order 13007; and is exempt from the California Public Records Act under Government Code Section 6254.10.

riparian wetland area and perennial streams. This high potential for discovery of buried cultural resources is also based on outreach and communication with Native American Tribes, specifically the CTVCT and UAIC. The recommendations of the CTVCT and UAIC have been incorporated as mitigation measures below. Should any archeological or cultural resources be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-1** through **CUL-6** would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-1: Prior to construction of the project, the City of Colfax, the Applicant and the culturally affiliated tribes (CTVCT and/or UAIC) shall agree upon a Tribal Monitoring Agreement. The Tribal Monitoring Agreement will provide a process for determining the project locations that will be subject to Tribal monitoring and the procedures/parameters for monitoring, including communication and coordination protocols, procedures for assessing potential or actual unanticipated discovers in the field, and dispute resolution procedures.

Native American monitors from culturally affiliated Native American Tribes shall be invited to monitor the vegetation grubbing, stripping, grading or other ground-disturbing activities at the project site to determine the presence or absence of any cultural resources. Native American representatives from culturally affiliated Native American Tribes act as a representative of their Tribal government and shall be consulted before ground-disturbing activities begin. Native American representatives and Native American monitors have the authority to identify sites or objects of significance to Native Americans and to request that work be stopped, diverted or slowed if such sites or objects are identified within the direct impact area. Only a Native American representative can recommend appropriate treatment of such sites or objects.

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

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

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

Mitigation Measure CUL-4: A minimum of seven days prior to beginning earthwork or other soil disturbance activities, the Applicant shall notify the City of Colfax of the proposed earthwork start-date, in order to provide the City of Colfax with time to contact the UAIC. A UAIC tribal representative shall be invited to inspect the project site, including any soil piles, trenches, or other disturbed areas, within the first five days of groundbreaking activity. During this inspection, a site meeting of construction personnel shall also be held in order to afford the tribal representative the opportunity to provide TCR awareness information. If any TCRs, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains are encountered during this initial inspection or during any subsequent construction activities measures outlined in **Mitigation Measure CUL-2** and **CUL-3** shall be followed.

Mitigation Measure CUL-5: A consultant and construction worker tribal cultural resources awareness brochure and training program for all personnel involved in

project implementation shall be developed in coordination with interested Native American Tribes. The brochure shall be distributed and the training shall be conducted in coordination with qualified cultural resources specialists and Native American representatives and monitors from culturally affiliated Native American Tribes before construction activities begin on the project site. The program will include relevant information regarding sensitive TCRs, including applicable regulations, protocols for avoidance, and consequences of violating State laws and regulations. The worker cultural resources awareness program will also describe appropriate avoidance and minimization measures for resources that have the potential to be located on the project site and will outline what to do and whom to contact if any potential archaeological resources or artifacts are encountered. The program will also underscore the requirement for confidentiality and culturally-appropriate treatment of any find of significance to Native Americans and behaviors, consistent with Native American Tribal values.

Mitigation Measure CUL-6: Prior to construction of the project, the City of Colfax, the Applicant and the culturally affiliated tribes (CTVCT and/or UAIC) shall agree upon a Burial Treatment Agreement. The agreement shall apply and be enforceable if the Tribe is designated by the NAHC as the Most Likely Descendant (MLD) or co-MLD for Native American human remains discovered within the project site. The purpose of this Agreement is to establish appropriate procedures and guidelines to be implemented upon discovery, removal, temporary storage, transportation, or reburial of Native American Burials encountered by project construction activities within the project site.

Mitigation Measure CUL-7: Prior to ground disturbance, presence/absence testing shall be conducted for the known area that has the potential to hold surface and subsurface cultural resources. If testing proves to be significant, the procedures in Mitigation Measure CUL-2 and CUL-3 shall apply.

- c) **Less-than-Significant Impact with Mitigation.** Project construction has a low probability for uncovering or damaging fossils and does not have a high potential to cause a significant impact on any resource that currently qualifies as a significant paleontological resource. No additional paleontological resources work is recommended at this time. Construction monitoring of ground-disturbing activity for the presence of paleontological resources is not recommended. Should any paleontological resources be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-8** would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-8: If paleontological resources are discovered during ground disturbing activities for the project, work shall be halted in that area within 50 feet of the find and a qualified paleontologist shall be notified immediately to evaluate the find. Construction activities shall continue in other areas. If the discovery proves to be significant under Society of Vertebrate Paleontology criteria,

additional work, such as fossil recovery excavation, may be warranted and shall be discussed in consultation with the Applicant, the City of Colfax, or any other relevant regulatory agency, as appropriate.

- d) **Less-than-Significant Impact with Mitigation.** Although unlikely, grading and excavation could potentially uncover human remains. Should human remains be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-9** would reduce impacts to a less-than-significant level.

Mitigation Measure CUL-9: If human remains are discovered during ground disturbing activities for the project, work shall be halted and the County Coroner shall be notified of the find immediately. No further work shall occur until the County Coroner has made a determination of origin and disposition pursuant to PRC Section 5097.98. If the human remains are determined to be of Native American origin, the County Coroner shall notify the NAHC, which will determine and notify the MLD. The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.

References

Natural Investigations Company. 2018. *Cultural and Paleontological Resources Inventory and Effects Assessment for the Maidu Village Project, City of Colfax, Placer County, California*. June 4, 2018.

Geology, Soils, and Seismicity

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
6. GEOLOGY, SOILS, AND SEISMICITY — Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- ai) **Less-than-Significant Impact.** The Alquist-Priolo Earthquake Fault Zoning Act requires the delineation of zones by the California Department of Conservation, Geological Survey along sufficiently active and well-defined faults.³ The purpose of the Act is to restrict construction of structures intended for human occupancy along traces of known active faults. Alquist-Priolo Zones are designated areas most likely to experience surface fault rupture, although fault rupture is not necessarily restricted to those specifically zoned areas.

³ An active fault is defined by the State of California is a fault that has had surface displacement within Holocene time (approximately the last 11,000 years). A potentially active fault is defined as a fault that has shown evidence of surface displacement during the Quaternary (last 1.6 million years), unless direct geologic evidence demonstrates inactivity for all of the Holocene or longer. This definition does not, of course, mean that faults lacking evidence of surface displacement are necessarily inactive. Sufficiently active is also used to describe a fault if there is some evidence that Holocene displacement occurred on one or more of its segments or branches (Hart, 1997).

The City of Colfax has not been identified as a city that would be affected by the Alquist-Priolo Act. Rupture of the surface has not resulted from faulting associated with earthquakes in Colfax or Placer County. The most recent listing of Earthquake Fault Zones under the Alquist-Priolo Earthquake Fault Zoning Act does not include either the City of Colfax or Placer County (DOC 2018), and ground rupture is unlikely at the project site. The project site is not located in an Alquist-Priolo Earthquake Fault Zone and is not located on or immediately adjacent to an active fault. Therefore, the project would have a less-than-significant impact.

- aii, aiii) **Less-than-Significant Impact.** Several factors influence the amount of ground shaking at any locality. The principal ones are the distance from the epicenter of the fault movement and the local bedrock-soil conditions. Bedrock areas will have a different shaking impact compared with areas underlain with softer, less consolidated materials. Soils most susceptible to liquefaction are clean, loose, saturated, uniformly graded, and fine-grained sands. The project would be designed using sound engineering judgment and would meet the latest California Building Code (CBC) requirements, which contain seismic design provisions. The project site is not known to be in the proximity of any active faults. Therefore, the project would have a less-than-significant impact.
- aiv) **Less-than-Significant Impact.** Slope failure due to mass movement processes under the influence of gravity can occur without an earthquake. Some of the most common conditions leading to slope failure include the types of materials (unconsolidated, soft sediments or surficial deposits will move downslope more easily than consolidated, hard bedrock), structural properties of materials, steepness of slopes, water, vegetation type, and earthquake-generated ground shaking. The City's Hillside Development guidelines are in place to mitigate for landslides and mudflows due to development. Therefore, the project would have a less-than-significant impact.
- b) **Less-than-Significant Impact with Mitigation.** The project site would be disturbed by site preparation and grading activities. In order to preserve much of the north-south running riparian wetland and perennial streams through the project site, a minimized grading approach would be taken for access roads and building siting. Proposed locations of buildings, roadways and other site improvements were been designed in response to minimize site disturbance through the central wetland area.

Grading, when necessary, would be managed to create minimal slope grading impacts through the use of natural material rockery walls where slopes would otherwise be excessive. Grading would be limited to the extent necessary to accommodate the development of the project. Cut and fill slopes would be held to a minimum utilizing the existing contours whenever possible and rockery walls and retaining walls to minimize impacts to adjacent vegetation and biological resources. Slope gradients for cut and fill slopes would be based upon site-specific soil conditions and would be 2:1 or flatter.

Grading for the project is largely controlled by the roadway connections to South Auburn Street and McDonald's access easement and is designed to maintain ADA accessibility

throughout the project site connectivity and its connection to the public right of way. Efforts have been made to balance the earthwork onsite as much as practicable and the preliminary earthwork analysis indicates approximately 28,000 CY of excavation and 25,100 CY of embankment fill, generating a surplus of 2,900 CY. Efforts would be made during final Improvement Plan design to balance the site even further to help reduce export from the site.

The project would require a grading permit and the project would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. An Erosion Control Plan would also be prepared. Construction of the project could create potentially significant impacts to slope stability if designed without sound engineering. The implementation of **Mitigation Measure GEO-1** would reduce impacts to a less-than-significant level.

Mitigation Measure GEO-1: Prior to issuance of the grading permit, the Applicant shall provide a geotechnical report from a licensed geotechnical engineer to the City of Colfax for approval. The geotechnical report shall be consistent with the content requirements for geotechnical reports as stated in Chapter 15.30.048 – Content of soil/geologic investigation report.

- c) **Less-than-Significant Impact with Mitigation.** The City of Colfax's Hillside Development guidelines are in place to mitigate for landslides and mudflows due to development. The project would be designed using sound engineering judgment and would meet the latest CBC requirements. The project would require a grading permit and the project would be subject to design standards related to excavation, fill placement and fill compaction in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. An Erosion Control Plan would also be prepared. Implementation of **Mitigation Measure GEO-1** would reduce any potentially significant impacts to a less-than-significant level.
- d) **Less-than-Significant Impact with Mitigation.** The Natural Resources Conservation Service in their Soil Survey of Placer County identified three soil types at the project site: Josephine loam (2 to 9 percent slopes), Mariposa-Josephine complex (5 to 30 percent slopes), and Sites Loam (2 to 9 percent slopes). The project site is not expected to contain expansive soils that would create substantial risks to life or property, but the City engineer would make this determination during the grading permit application process after review of the Geotechnical Report required by **Mitigation Measure GEO-1**. The project would be designed using sound engineering judgment and would meet the latest CBC requirements for expansive soils, if present. Implementation of **Mitigation Measure GEO-1** would reduce any potentially significant impacts to a less-than-significant level.
- e) **No Impact.** The project does not require the use of septic tanks or any other alternative wastewater disposal system. Therefore, the project would have no impact.

References

City of Colfax, *2020 General Plan, Appendix A Hillside Development Guidelines*, September 1998.

City of Colfax, *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control*.

Department of Conservation. *The Alquist-Priolo Earthquake Fault Zoning Act*.
<http://www.conservation.ca.gov/cgs/rghm/ap>. Accessed February 16, 2018.

Natural Resources Conservation Service, *Soil Survey Placer County, California, Western Part*, 1980.

Greenhouse Gas Emissions

Issues (and Supporting Information Sources):	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
7. GREENHOUSE GAS EMISSIONS — Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

This greenhouse gas (GHG) emissions analysis is consistent with the methodology for project review and analysis as described in the PCAPCD's *CEQA Air Quality Handbook* (PCAPCD, 2017). Additional information related to GHG emissions such as existing setting and regulations, as well as detailed construction and operational emissions inventories for the project is in **Appendix A**.

Discussion

- a) **Less-than-Significant Impact with Mitigation.** CalEEMod was emissions model used to quantify temporary GHG emissions associated with project construction activities, as well as long-term operational GHG emissions produced by motor vehicles, natural gas combustion for space and water heating, electricity use, area sources and solid waste disposal/landfilling. CalEEMod incorporates GHG emission factors for the electric utility serving the project area (PG&E) and mitigation measures based on the California Air Pollution Control Officer's Association (CAPCOA) *Quantifying Greenhouse Gas Mitigation Measures* and the *California Climate Action Registry General Reporting Protocol*.

CalEEMod is sensitive to the year selected, since vehicle emissions have and continue to be reduced due to fuel efficiency standards and low carbon fuels. Emissions rates

associated with electricity consumption were adjusted to account for PG&E's projected 2020 carbon dioxide-equivalent⁴ (CO₂e) intensity rate. This 2020 CO₂e intensity rate is based, in part, on the requirement of a renewable energy portfolio standard of 33 percent by the year 2020. The 2020 CO₂e intensity rate of 290 pounds of CO₂e per megawatt of electricity produced was used. The operational year of 2020 was analyzed for the proposed gas station use (Phase 1a) since it is the first full year that the gas station could conceivably be operational. The sit-down restaurant and fast-food restaurant/coffee kiosk use (Phase 1b) was assumed to be fully operational by 2022. The commercial retail use (Phase 2) was assumed to be operational by 2025 and the motel use (Phase 3) was assumed to be operational by 2026.

The project's estimated construction GHG emissions are presented in Table 3. All construction phases are less than the PCAPCD Bright-line significance threshold of 10,000 metric tons of CO₂e per year. Construction GHG emissions are a one-time release and are not expected to generate a significant contribution to global climate change in the long-term. Therefore, the construction emissions from the project would have a less-than-significant impact.

Table 3: Estimated Annual Construction GHG Emissions

Source	Annual CO ₂ e Metric Tons
2019 Construction Emissions (Phase 1a)	95
2021 Construction Emissions (Phase 1b)	248
2024 Construction Emissions (Phase 2)	63
2025 Construction Emissions (Phase 3)	321
PCAPCD Annual Bright-line Threshold	10,000
Potentially Significant (Yes or No)?	No

Source: CalEEMod Version 2016.3.2.

The estimated project's Phase 1 and Phase 2 operational emissions are presented in Table 4. As shown in Table 4, the project's estimated total operational GHG emissions of Phase 1 and 2 are approximately 1,028 metric tons of CO₂e, which is below the PCAPCD De Minimis significance threshold of 1,100 metric tons of CO₂e per year. The PCAPCD considers projects with operational emissions less than 1,100 metric tons of CO₂e per year to be less than cumulatively considerable and excludes them from further GHG impact analysis. Thus, the Phase 1 and 2 operational emissions from the project would have a less-than-significant impact.

⁴ Because of the differential heat absorption potential of various GHGs, GHG emissions are frequently measured in "carbon dioxide-equivalents," which present a weighted average based on each gas's heat absorption (or "global warming") potential.

Table 4: Estimated Annual Phase 1 and 2 Operational GHG Emissions

Source	Annual CO ₂ e Metric Tons
Phase 1 Operations	
Phase 1a Operations (2020)	403
Phase 1a Operations (2022)	391
Phase 1b Operations (2022)	603
Phase 1 (1a + 1b) Total Operations (2022)	994
PCAPCD De Minimis Level	1,100
Potentially Significant (Yes or No)?	No
Phase 1 + 2 Operations	
Phase 1a Operations (2025)	364
Phase 1b Operations (2025)	565
Phase 2 Operations (2025)	99
Phase 1 (1a + 1b) + Phase 2 Total Operations (2025)	1,028
PCAPCD De Minimis Level	1,100
Potentially Significant (Yes or No)?	No

Source: CalEEMod Version 2016.3.2.

The project's estimated operational GHG emissions at full buildout (Phase 1 +2 +3) are presented in Table 5. As shown in Table 5, the project's total estimated operational GHG emissions are approximately 1,392 metric tons of CO₂e, which is above the PCAPCD De Minimis significance threshold of 1,100 metric tons of CO₂e per year.

Table 5: Estimated Annual Full Buildout Operational GHG Emissions

Source	Annual CO ₂ e Metric Tons
Phase 1 (1a + 1b) + Phase 2 Total Operations (2025)	1,028
Phase 3 Operations (2026)	364
Total Project (Phase 1+2+3) Operations (2026)	1,392
PCAPCD De Minimis Level	1,100
Potentially Significant (Yes or No)?	Yes

Source: CalEEMod Version 2016.3.2.

Note: Total Project (Phase 1+2+3) Operations (2026) would likely be lower than 1,392 metric tons of CO₂e (but still above 1,100 metric tons) because Phase 1+2 operations would be slightly lower in 2026 compared to 2025 (mainly due to fuel efficiencies for motor vehicles and renewable energy for electricity consumption).

The PCAPCD considers projects with operational emissions greater than 1,100 metric tons of CO₂e per year but less than 10,000 metric tons of CO₂e per year to be less than significant if they meet the PCAPCD's efficiency matrix for non-residential land uses. Since project-specific details are unknown for Phase 3 (the motel use) that could potentially reduce GHG emissions (e.g., energy efficiency measures, solar panels, etc.), comparing the total project emissions to the PCAPCD's efficiency matrix would be speculative. Therefore, GHG emissions associated with project operations at full buildout would be potentially significant. The implementation of Mitigation Measure GHG-1 would reduce this impact to a less-than-significant level.

Mitigation Measure GHG-1: Prior to building occupancy of Phase 3 (motel use), the Applicant shall prepare a GHG Emissions Re-Evaluation for the project at full buildout analyzing the first full year that the entire project could conceivably be occupied. The Applicant shall reduce the project's annual operational GHG emissions to the PCAPCD's De Minimis Level (1,100 metric tons of CO₂e per year) or to the level that meets the PCAPCD's Efficiency Matrix. If on-site measures cannot achieve the necessary reduction, the Applicant shall purchase carbon credits/offsets for the project's annual GHG emissions above the PCAPCD's De Minimis Level or above the level that meets the PCAPCD's Efficiency Matrix until the year in which the project's annual GHG emissions will be equal to either level, or for a maximum of 20 years.

- b) **Less-than-Significant Impact.** The City of Colfax has not developed a Climate Action Plan regarding the reduction of GHG emissions. The applicable plan, policy or regulation adopted for the purpose of reducing the GHG emissions is Assembly Bill (AB) 32 and other State regulations with post-2020 goals such as Executive Order S-3-05 and B-30-15 (GHG regulatory setting information is in **Appendix A**). The project would result in a significant impact if it would conflict with AB 32 or post-2020 goals in other State regulations. The assumption is that AB 32 and associated regulations and Executive Orders will be successful in reducing GHG emissions and reducing the cumulative GHG emissions statewide to meet 2020 goals and post-2020 goals. The State has taken these measures, because no project individually could have a major impact (either positively or negatively) on the global concentration of GHGs. The project has been reviewed relative to the goals of AB 32 and associated regulations and Executive Orders and it has been determined that the project would not conflict with the State GHG reduction goals. The project would be required to comply with applicable AB 32 associated regulations. Therefore, the project would have a less-than-significant impact.

References

California Air Pollution Control Officers Association, *CalEEMod User's Guide Version 2016.3.2*, November 2017. http://www.aqmd.gov/docs/default-source/calmod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4

PG&E. *Greenhouse Gas Emission Factors: Guidance for PG&E Customers*, November 2015. http://www.pge.com/includes/docs/pdfs/shared/environment/calculator/pge_ghg_emission_factor_info_sheet.pdf

Placer County Air Pollution Control District (PCAPCD), *CEQA Air Quality Handbook*, November 2017. <http://www.placerair.org/landuseandceqa/ceqaairqualityhandbook>

Hazards and Hazardous Materials

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
8. HAZARDS AND HAZARDOUS MATERIALS — Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

The California Department of Toxic Substances Control (DTSC) defines a hazardous material as: “a substance or combination of substances that, because of its quantity, concentration or physical, chemical, or infectious characteristics, may either: 1) cause, or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating illness; or 2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed.” Hazardous materials are generally classified based on the presence of one or more of the following four properties: toxicity, ignitability, corrosivity and reactivity.

Regulations governing the use, management, handling, transportation and disposal of hazardous materials and waste are administered by federal, state and local governmental agencies. Federal regulations governing hazardous materials and waste include the Resource Conservation, and

Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA); and the Superfund Amendments and Re-authorization Act of 1986 (SARA).

The California DTSC maintains a hazardous waste and substances site list, also known as the "Cortese List." According to the DTSC Cortese List, there are no known Cortese sites within the City of Colfax.

California EPA oversees the statewide implementation of the Unified Program and its 81 certified local government agencies, known as Certified Unified Program Agencies (CUPAs), which apply regulatory standards established by five different state agencies. The Unified program is intended to consolidate and ensure consistency in the administration of requirements, permits and inspections for six programs, including the Underground Storage Tank (UST) program. The Placer County Environmental Health Department is the CUPA for the City of Colfax.

The only component of the project that would involve hazardous materials is the proposed gas station use. The proposed gas station would contain a mini-mart, car wash, a propane storage tank, 16 fuel-pumping stations and 2 underground fuel storage tanks consisting of a 20,000-gallon tank for regular unleaded fuel and a 22,000-gallon split tank for premium and diesel fuel (10,000 gallons of premium and 12,000 gallons of diesel). All new underground storage tanks are required to be double-walled, with an interstitial monitoring device to detect leaks. The laws and regulations for the UST program are contained in Chapter 6.7, Division 20 of the Health and Safety Code and Subchapter 16 of Title 23 of the California Code of Regulations, California Underground Storage Tank Regulations, and are implemented by the RWQCB.

Facilities that use or store potentially hazardous materials in quantities that are above reporting thresholds (500 lbs. or more of solids, 55 gallons or more of liquids, 200 cubic feet or more of compressed gases, etc.) must prepare a Hazardous Materials Business Plan (HMBP). The proposed gas station would be subject to the preparation of a HMBP in order to satisfy federal and state right-to-know laws and provide detailed information for use by emergency responders.

Discussion

- a, b) **Less-than-Significant Impact.** During construction of the project, the use of hazardous substances would be limited in nature and subject to standard handling and storage requirements. During operations, the proposed gas station would routinely handle, store and dispense potentially hazardous materials.

Gasoline storage and dispensing facilities contain potentially hazardous materials, specifically liquid fuels. Additionally, other potentially hazardous materials including lubricants, oils, and petroleum-based products would likely be available at the mini-mart. A number of federal and State agencies regulate the operation of gasoline storage and dispensing facilities.

The proposed gas station would include two USTs for fuel storage onsite. The proposed gas station would also include an aboveground propane storage tank for customers. The transfer and storage of gasoline and propane would result in the emission of volatile organic compounds (VOCs), also referred to as reactive organic gases (ROGs). Such compounds are emitted through the loading, breathing and dispensing of fuels. Emissions of VOCs/ROGs are discussed in the air quality section of this Initial Study and would be below PCAPCD significance thresholds.

The State of California requires that fueling stations incorporate proper control equipment necessary to minimize vapor emitted from the facility such as enhanced vapor recovery systems. Additionally, the proposed gas station would be constructed in accordance with California's Fire, Building and Health Codes that require measures such as automatic shut offs, signage and onsite spill containment for USTs.

The operator of the proposed gas station would be required to obtain an UST permit from the Placer County Environmental Health Department (listings site-specific construction and inspection requirements) and submit a HMBP in accordance with CUPA standards. The proposed gas station would also be subject to PCAPCD Rule 213 – Gasoline Transfer into Stationary Storage Containers and CARB's Benzene Airborne Toxic Control Measure (ATCM) for Retail Service Stations (Section 93101). The project would comply with all federal, State and local regulations/permitting requirements related to USTs and fuel storage/dispensing. Therefore, the project would have a less-than-significant impact.

- c) **No Impact.** The CORE Placer Charter School is approximately one-quarter mile southwest of the project site. Colfax Elementary School is approximately 4,000 feet northwest of the project site and Colfax High School is approximately 5,000 feet northwest of the project site. No schools are within one-quarter mile of the project site. Therefore, the project would have no impact.
- d) **No Impact.** The DTSC and State Water Resources Control Board compile and update lists of hazardous material sites pursuant to Government Code Section 65962.5. The project site is not included on the databases maintained by the DTSC (Envirostor) and the State Water Resources Control Board (Geotracker) (DTSC, 2018 and SWRCB, 2018). Therefore, the project would have no impact.
- e) **No Impact.** The project site is not located within an airport land use plan and is not within two miles of a public airport. The nearest airport, Auburn Municipal Airport, is approximately 12 miles southwest of the project site. Therefore, the project would have no impact.
- f) **No Impact.** There are no known private airstrips within two miles of the project site. The nearest private airport is the Alta Sierra Airport approximately six miles to the west of the project site. Therefore, the project would have no impact.

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- g) **No Impact.** The project would not interfere with emergency response plans or evacuation plans. The project would not impede or require diversion of rescue vehicles or evacuation traffic in the event of a life-threatening emergency. Therefore, the project would have no impact.
- h) **No Impact.** Development of the project would require vegetation removal, which could reduce the risk of wildland fires. Therefore, the project would have no impact.

References

Department of Toxic Substances Control (DTSC), *DTSC's Envirostor Database*,
<https://www.envirostor.dtsc.ca.gov/public/>, accessed June 21, 2018.

State Water Resources Control Board (SWRCB), *Geotracker*,
<https://geotracker.waterboards.ca.gov/>, accessed June 21, 2018.

Hydrology and Water Quality

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
9. HYDROLOGY AND WATER QUALITY — Would the project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of a site or area through the alteration of the course of a stream or river, or by other means, substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Introduction

The Clean Water Act (CWA) has nationally regulated the discharge of pollutants to waters of the U.S. from any point source since 1972. In 1987, amendments to the CWA added section 402(p), which established a framework for regulating non-point source stormwater discharges under the NPDES. Projects that disturb one or more acres are required to obtain coverage under the General Permit for Discharges of Stormwater Associated with Construction Activity, Construction General Permit (CGP) Order 2009-0009-DWQ.

General Permit applicants are required to submit (to the appropriate regional board) Permit Registration Documents, which include a Notice of Intent, an annual fee, and a Stormwater Pollution Prevention Plan (SWPPP). Additional requirements include compliance with post construction standards focusing on Low Impact Development (LID), preparation of Rain Event Action Plans, and specific certification requirements for specific project personnel. A SWPPP must include implementing BMPs to reduce construction effects on receiving water quality by implementing erosion control measures and reducing or eliminating non-stormwater discharges.

Discussion

- a, f) **Less-than-Significant Impact.** Contaminated runoff from the project site could potentially cause negative water quality impacts. Potential water quality impacts may occur during project construction and during operation of the project facilities. During construction, the increased area of disturbed soils would result in increased erosion and potentially introduce sediment into stormwater during rain events. After construction is completed, the increased runoff from areas of new impervious surfaces could increase the potential for erosion and the amount of sediment in stormwater runoff.

Coverage under the General Construction Stormwater Permit would be obtained prior to construction activities. As part of the requirements of the General Permit, a SWPPP would be prepared for the project. The SWPPP would be designed to reduce or eliminate pollutant discharges to waters. The SWPPP practices would apply to both the original construction and the site improvements. It would specify the implementation of site-specific BMPs. Monitoring of the BMPs would be performed pursuant to the requirements of the General Permit. Implementation of BMPs would help the project comply with stormwater discharge water quality criteria by capturing pollutants before they enter the waterways.

Monitoring of BMPs would be performed during construction under the General Construction Stormwater Permit. Monitoring consists of performing routine and storm-based site inspections and making specific recommendations to the project manager, such as implementing additional BMPs and performing maintenance on existing BMP structures in place.

A grading permit would be required prior to project construction and the project would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. An Erosion Control Plan would also be prepared and included in the project's infrastructure Improvement Plans as well as in the SWPPP, showing spill prevention and countermeasures to ensure proper disposal of surplus construction materials, earth, asphalt, and waste as well as sediment guards around inlets. The Erosion Control Plan and SWPPP will reference specific requirements for handling waste and for housekeeping on the site from the California Stormwater Quality Association (CASQA) Handbook. The Erosion Control Plan would also show protected locations for material storage, equipment storage and maintenance

operations. The Erosion Control Plan along with additional monitoring and reporting requirements would be contained in the project's SWPPP.

Coverage under the General Construction Stormwater Permit, preparation of a SWPPP and the Erosion Control Plan would ensure no water quality or waste discharge requirements are violated and reduce the potential for substantially degrading water quality. Therefore, the project would have a less-than-significant impact.

- b) **Less-than-Significant Impact.** The City of Colfax is not heavily reliant on groundwater. The PCWA would supply water for the project. Water from the Yuba-Bear and American River watersheds and snow pack runoff supplement the PCWA. The project would be required to comply with standard water conservation measures for appliances and irrigation. The additional water demand would not cause groundwater levels in the City's aquifers to decline. The project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge. Therefore, the project would have a less-than-significant impact.
- c, d, e) **Less-than-Significant Impact with Mitigation.** The project would include various drainage improvements at the project site. Stormwater quality BMPs and detention basins would be located adjacent to and/or under parking areas. The BMPs and detention basins would be provided to minimize stormwater pollutants from entering the natural drainage course per the requirements of the City of Colfax and Central Valley RWQCB.

Reasonable efforts would be made to keep the storm drainage in its historical patterns as much as possible and BMP detention facilities would be sized so that post development peak stormwater runoff rates are equal to or less than, pre-development runoff rates that leave the project site. All required storm drain facility improvements would be designed and constructed in accordance with requirements and standards of the City and other applicable regulatory agencies. This project site is not within a Phase II MS4 permit area in Placer County, but it would incorporate LID drainage features by including water quality BMP detention basins and other standard methods of water quality protection measures. Placer Regional Stormwater Coordination Group BMP Sizing Recommendation (published May 25, 2005) would be used to size water quality BMPs. The project would also meet the post construction water balance calculation requirements as part of the NPDES permit.

Any potentially significant impacts associated with drainage and runoff would be reduced to a less-than-significant level with the implementation of **Mitigation Measure HYD-1**.

Mitigation Measure HYD-1: Prior to grading and construction, the Applicant shall submit a Drainage Report with Drainage Plans prepared by a licensed civil engineer to the City for approval by the City Engineer. The Drainage Report shall meet the requirements for submittals contained in the Placer County Flood Control and Water Conservation District's Stormwater Management Manual.

- g, h) **No Impact.** According to the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program, the project is not located within a 100-year flood hazard area. Therefore, the project would have no impact.
- i) **No Impact.** The City of Colfax is not located near a damn or levee, therefore the project would have no impact.
- j) **Less-than-Significant Impact.** The City of Colfax is not in close proximity to the ocean or a landlocked sea; therefore, the City is not at risk of inundation from a seiche or tsunami. The project site is relatively flat, and there would not be a substantial risk of landslides or mudflows. Therefore, the project would have a less-than-significant impact.

References

City of Colfax, *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control.*

FEMA, *Flood Insurance Rate Map, Placer County, California and Incorporated Area (Map Number 06061C0125 F)*, June 8, 1998.

United States EPA, *National Pollutant Discharge Elimination System General Permit for Discharges from Construction Activities*, February 6, 2012.

Land Use and Land Use Planning

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
10. LAND USE AND LAND USE PLANNING — Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) **No Impact.** The project would not physically divide an established community. Therefore, the project would have no impact.
- b) **Less-than-Significant Impact.** The project site is zoned Commercial Highway (C-H) and has a Commercial and Industrial land-use designation. The project would not conflict with current zoning and land use. The project site was intended for

commercial/industrial development. Therefore, the project would have a less-than-significant impact.

- c) **No Impact.** The City of Colfax does not currently participate in a habitat conservation plan or natural community conservation plan. Therefore, the project would have no impact.

References

City of Colfax, *General Plan 2020*, September 22, 1998.

County of Placer, *Zoning*. <http://gis-placercounty.opendata.arcgis.com/datasets/zoning>

Mineral Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
11. MINERAL RESOURCES — Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a, b) **No Impact.** The California Department of Conservation Mines Online tool does not identify any documented mines on the project site. The project site does not contain a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. Therefore, the project would have no impact.

References

Department of Conservation, Division of Mine Reclamation, *Mines Online*.

<http://maps.conservation.ca.gov/mol/index.html>. Accessed June 18, 2018.

United States Geological Survey (USGS). *Mineral Resources Online Spatial Data*.

<https://mrdata.usgs.gov/>. Accessed June 18, 2018.

Noise

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
12. NOISE — Would the project:				
a) Result in exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in exposure of persons to or generation of, excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan area, or, where such a plan has not been adopted, in an area within two miles of a public airport or public use airport, would the project expose people residing or working in the area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project located in the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This noise analysis includes a Noise Appendix (**Appendix B**). The Noise Appendix includes background noise information, 24-hour noise plots, and a map of the noise measurement locations.

Noise Standards

State Guidelines

The State Land Use Compatibility standards for Community Noise (Table 5 of the Noise Appendix) indicate that for commercial land uses, a Community Noise Exposure up to 70 dBA (Ldn or CNEL) is normally acceptable, and a Community Noise Exposure up to 77.5 dB is conditionally acceptable. For motels, up to 65 dB is normally acceptable, and up to 70 dB is conditionally acceptable.

City of Colfax 2020 General Plan

The City of Colfax has adopted the State Land Use Compatibility standards for Community Noise for new development.

City of Colfax Noise Ordinance

Chapter 8.28 of the City of Colfax Municipal Code (noise ordinance) is applicable to the project:

8.28.010 Noise Standards.

It is unlawful for any person to make or continue or cause to be made or continued, any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, safety or peace of others within the city when not in the normal or usual conduct of commercial or industrial business.

Construction or Repair of Buildings

- a. The performance of any construction, alteration or repair activities which require the issuance of any building, grading, or other permit may occur only during the following hours:
 - i. Monday through Friday: six a.m. to six p.m.;
 - ii. Saturdays: eight a.m. to five p.m.;
 - iii. Sundays and observed holidays: eight a.m. to five p.m.
- b. Any noise from the above activities, including from any equipment used therewith, shall not produce noise levels in excess of the following:
 - i. Saturdays: eighty (80) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.
 - ii. Sundays and observed holidays: seventy (70) dBA when measured at the property line or at a distance of twenty-five (25) feet, whichever is greater.
- c. The building official may grant a permit for building activities during other periods for emergency work or extreme hardship. "Emergency work" means work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger. Any permit so granted shall be of specified limited duration and may be subject to any conditions necessary to limit or minimize the effect of any noise permitted thereby.

Discussion

a) Less-than-Significant Impact

Existing Noise

To quantify existing ambient noise levels in the immediate project vicinity, RCH conducted two long-term (72-hour) measurements at the project site (Sites 1-2), and short-term (5-minute) measurements at four locations (Sites 2-5).

These noise measurements were made using Metrosonics db308 sound level meters, calibrated before and after the measurements, and are summarized in **Table 6** below. Based

upon review of the project site, there are no major stationary noise sources in the area. The dominant source of noise is from traffic on I-80 and the bordering roadways.

Table 6: Existing Noise Measurements

Location	Time Period	Noise Levels (dB)	Noise Sources
Site 1. Center of the project site. 285 feet west of the South Auburn Street centerline. 200 feet north of the McDonald's parking lot.	Thursday June 14, 12:00 a.m. through Saturday June 16, 11:59 p.m., 2018 72-hour measurement	Hourly Leq's ranged from: 47-56 CNELs: 58, 58, 57	Unattended noise measurements do not specifically identify noise sources.
Site 2. Proposed location of motel. West side of the project site. Northeast of the access road to the project site. 200 feet northeast from the Railroad Street centerline. 275 feet north of the residence.	Wednesday June 13, 2018 2:53-2:58 p.m.	5-minute Leq: 50	Traffic noise from I-80 was 50-52 dB. A semi truck on South Auburn Street was 53 dB.
Site 2. Proposed location of motel. West side of the project site. Northeast of the access road to the project site. 200 feet northeast from the Railroad Street centerline. 275 feet north of the residence.	Thursday June 14, 12:00 a.m. through Saturday June 16, 11:59 p.m., 2018 72-hour measurement	Hourly Leq's ranged from: 50-57 CNELs: 60, 60, 59	Unattended noise measurements do not specifically identify noise sources.
Site 3. Southeast corner of the intersection of Railroad Street and the access road to the project site. 100 feet northeast of the railroad tracks.	Wednesday June 13, 2018 3:02-3:07 p.m.	5-minute Leq: 48	Traffic noise from I-80 was 45-48 dB. Construction equipment at Hansen Brothers was 48 dB. Dirt bikes west of the railroad tracks were 49 dB.
Site 4. 75 feet north of the McDonald's parking lot. 170 feet west of the South Auburn Street centerline.	Wednesday June 13, 2018 3:20-3:25 p.m.	5-minute Leq: 58	Traffic noise from I-80 was up to 58 dB. The recycling center at Sierra Market was 56 dB. Traffic on S Auburn St included a car with muffler (68 dB) and truck (69 dB).
Site 5. Near proposed location of roundabout. 80 feet west of the South Auburn Street centerline.	Wednesday June 13, 2018 3:27-3:32 p.m.	5-minute Leq: 63	Traffic noise from I-80 was 58-62 dB. A tree removal truck was 76 dB. Noise levels when there were no cars on S Auburn St were 56 dB.

Source: RCH Group, 2018

Note: See Noise Appendix for a map of noise measurement locations.

Potential Traffic Noise Impacts on Hotel Guests

Exterior Noise Levels

As shown in Table 6, the 24-hour noise levels measured near the proposed motel building were 59-60 dB CNEL. Therefore, exterior noise levels would not be expected to exceed 60 dB CNEL, and the project would comply with the State Land Use Compatibility standards for Community Noise for new development (in the City of Colfax 2020 General Plan Noise Element). Therefore, the project would have a less-than-significant impact.

Interior Noise Levels

Commercial and residential building façades constructed with a wood frame and a stucco or wood sheathing exterior typically provide a minimum exterior-to-interior noise reduction of 25 dB with windows closed and a reduction of 15-20 dB with windows partially open (CalTrans, 2002). Therefore, an exterior-to-interior noise reduction of 25 dB is assumed for the proposed building façades. As shown in Table 6, the 24-hour noise levels at the project site ranged from 57-60 dB CNEL. Therefore, interior noise levels at the project site would range from approximately 32-35 dB CNEL. Therefore, the project would have a less-than-significant impact.

Construction Noise

Construction activities would include removal of vegetation, grading, building construction, etc. These activities would require the use of numerous pieces of noise-generating equipment.

Noise from project construction could have an impact on nearby residences. The nearest sensitive receptor to the project site is a single-family residence approximately 25 feet south of the proposed motel construction area.

Construction worker traffic and construction-related material haul trips would generate noise and incrementally raise ambient noise levels along local haul routes, depending on the number of haul trips made and types of vehicles used. Construction activities and associated traffic would occur primarily during the daytime. Construction activities associated with the project would comply with the City of Colfax Municipal Code, including day of week and hour time limits on construction. Construction activities would be short-term and would occur during daytime hours specified in the Municipal Code (Monday through Friday: six a.m. to six p.m.; Saturdays: eight a.m. to five p.m.; Sundays and observed holidays: eight a.m. to five p.m.). The project would also comply with the Saturday [eighty (80) dBA] and Sunday [seventy (70) dBA] property line maximum construction equipment noise limits in the Municipal Code. Therefore, the project would have a less-than-significant impact.

- b) **Less-than-Significant Impact.** Construction would occur no closer than 25 feet from the nearest structure. It is assumed that pile drivers would not be needed for this project. As shown in Table 4 of the Noise Appendix (**Appendix B**), the predicted vibration levels from construction equipment other than pile drivers at a distance of 25 feet would not exceed the 0.5 in/sec PPV threshold for commercial and residential structures. Therefore, the project would have a less-than-significant impact.
- c) **Less-than-Significant Impact.** After construction, impacts from the project would include any operational noise that could affect surrounding land uses. Operational noise from the project would include traffic to and from the site, and parking lot noise. Parking lot noise would be consistent with the commercial uses in the project vicinity. The increase in traffic from the project would result in up to 2,825 new daily vehicle trips, including 213 a.m. peak hour trips and 228 p.m. peak hour trips (KDA, 2018). The project traffic would have to double a.m. or p.m. peak hour trips on South Auburn Street to result in a potentially significant noise impact (a 3 dB increase). The project would not double traffic on South Auburn Street during the a.m. or p.m. peak hour. Therefore, traffic noise impacts would be less than significant.

Noise levels from project operations would be compatible with the surrounding land uses and City of Colfax noise standards. Therefore, the project would have a less-than-significant impact.

- d) **Less-than-Significant Impact.** Construction activities associated with the project would result in a temporary increase of ambient noise levels in the project vicinity. These activities would be temporary, move throughout the project site, and comply with the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.
- e, f) **No Impact.** The project site is not located within an airport land use plan or within two miles of a public or public use airport. There are no private airstrips located near the project site. The project would not expose people working or visiting in the project area to excessive airport noise levels. Therefore, the project would have no impact.

References

- Caltrans, *Transportation Related Earthborne Vibrations*, prepared by the Division of Environmental Analysis, Office of Noise, Air Quality, and Hazardous Waste Management, 2002.
- City of Colfax, *2020 General Plan Noise Element*, accessed 6/20/2018 at (http://www.colfax-ca.gov/documents/generalplan/04_Noise.pdf).
- City of Colfax, *Municipal Code, Chapter 8.28 Noise Standards*, accessed 6/20/2018 at (https://library.municode.com/CA/colfax/codes/code_of_ordinances).
- KD Anderson & Associates, *Addendum to Traffic Impact Analysis for Maidu Village, Colfax, California*, June 11, 2018.

Population and Housing

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
13. POPULATION AND HOUSING — Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a) **Less-than-Significant Impact.** The project site is located in a developed area of the City where public utilities and services (sewer, water, storm drainage, etc.) are available to accommodate the demands of the project. The project would not create new residences, nor would it require a number of employees that would induce substantial population growth in the City. It is assumed that future employees of the proposed uses already live in the City or the region. Therefore, the project would have a less-than-significant impact.
- b-c) **No Impact.** The project site is currently vacant and zoned commercial and construction of the project would not displace residents or housing. Therefore, the project would have no impact.

Public Services

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
14. PUBLIC SERVICES — Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of, or the need for, new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion

- a.i) **Less-than-Significant Impact.** The CFD and Cal-Fire have entered into a mutual aid agreement to provide fire protection to Colfax and the project site. The nearest fire station is the Colfax Fire Station located roughly 0.6 miles northeast from the project site. Fire protection for the project would include fire hydrants connected to the PCWA public water system and shaded fuel breaks where required to reduce potential fire fuel near proposed improvements.

The project would not create the need for new fire facilities, but would be required to pay applicable impact fees for fire protection. The project would be required to comply with provisions for fire hydrants within the City of Colfax Municipal Code, and the Fire Chief and City Engineer would review fire hydrant type and locations. Therefore, the project would have a less-than-significant impact.

- a.ii) **Less-than-Significant Impact.** The City of Colfax contracts its law enforcement needs through the Placer County Sheriff's Office at 10 Culver Street. The Colfax Substation is manned by a Sergeant, four City dedicated deputies, two resident deputies and senior volunteers. The main Placer County Sheriff's Office is at 2929 Richardson Drive in Auburn. The nearest CHP station is in the town of Gold Run and their units are available to Colfax. The closest station to the project site is the Placer County Sheriff's Office approximately one half mile to the northwest. The project would not create the need for new police protection facilities, but would be required to pay applicable impact fees for police protection. Therefore, the project would have a less-than-significant impact.

- a.iii) **Less-than-Significant Impact.** Colfax Elementary School District provides educational services for the City of Colfax. Colfax Elementary is at 24825 Ben Taylor Road. Colfax

High School is part of the Placer Union School District. Colfax High School is at 24995 Ben Taylor Road. Core Placer Charter School is approximately one-quarter mile southwest of the project site. The project would not include residences, thus it would not create the need for new school facilities. Therefore, the project would have a less-than-significant impact.

- a.iv) **Less-than-Significant Impact.** The City of Colfax currently has four parks totaling 3.26 acres. The project would not include residential uses or increase population, thus it would not require the construction of new recreational facilities. Therefore, the project would have a less-than-significant impact.
- a.v) **No Impact.** The project would have no impact on the provision of any other public facilities. The project would not require the construction of new governmental facilities or require physically altering existing facilities to maintain the City's public services. Therefore, the project would have no impact.

Recreation

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
15. RECREATION — Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a, b) **Less-than-Significant Impact.** Any increase in the use of existing parks and other recreational facilities due to the project would be negligible because the project would not include residential uses and thus would not increase population. Therefore, the project would have a less-than-significant impact.

Transportation and Traffic

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
16. TRANSPORTATION AND TRAFFIC — Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Introduction

This section is based on an Addendum to Traffic Impact Analysis (2018 Addendum) for the project conducted by KD Anderson & Associates, Inc. (KDA, 2018). The original Traffic Impact Analysis for the project was prepared in 2014 (KDA, 2014). The 2018 Addendum updates the 2014 Traffic Impact Analysis to be consistent with the project analyzed by this Initial Study. The 2018 Addendum to Traffic Impact Analysis is **Appendix F** to this Initial Study.

The project would take access via South Auburn Street via the planned roundabout at the westbound I-80 ramps intersection. The project site would have reciprocal access through the existing McDonald's located to the south along South Auburn Street, and a one-way inbound (i.e. southbound) connection would also be available via the Mountain Village site to the north. The project would generate up to 2,825 net new daily trips, 213 a.m. net new peak hour trips and 228 net new p.m. peak hour trips.

Trip distribution assumptions were based on review of current travel patterns in the area of existing convenience uses and consideration of the project's location to I-80 and commercial areas with the City, as well as long-term traffic volume forecasts provided by the City of Colfax's traffic consultant. As indicated, pass-by trips would be drawn from traffic already on South

Auburn Street. During the a.m. peak hour, these trips are generally destined for the westbound I-80 ramp. In the p.m. peak hour, pass-by trips would be drawn from traffic in both directions on South Auburn Street. Peak hour trip distribution assumptions are presented in Table 7.

Table 7: Project Trip Distribution

Direction	Route	AM Peak Hour		PM Peak Hour	
		New	Pass-By	New	Pass-By
North	S. Auburn St. beyond Central St.	12.5%	-	12.5%	-
East	Central St. beyond S. Auburn St.	10%	-	10%	-
East	Interstate 80	12.5%	-	12.5%	-
West	Interstate 80	15%	-	15%	-
South	S. Auburn St. beyond I-80 ramps	5%	-	5%	-
	SB on S. Auburn St. to WB I-80	-	45%	-	25%
	SB on S. Auburn St.	-	-	-	10%
	NB on S. Auburn St.	-	-	-	10%
Total		55%	45%	55%	45%

Source: KDA, 2018

The 2018 Addendum found that existing conditions during the a.m. peak hour at the South Auburn Street/ Westbound I-80 ramps intersection operate at Level of Service (LOS) D with an average delay of 33.7 seconds/vehicle. The City of Colfax has a minimum LOS C standard and any project that causes an intersection to exceed LOS C would have a potentially significant traffic impact. The 2018 Addendum found that with the planned roundabout at the westbound I-80 ramps intersection the project would have no significant traffic impacts.

Discussion

a, b) **Less-than-Significant Impact.** Table 8 shows LOS at the South Auburn Street/ Westbound I-80 ramps intersection during a.m. and p.m. peak hour for the following scenarios: existing conditions, opening day roundabout with no project, opening day roundabout with project, and long-term cumulative with project conditions. As shown in Table 8, project traffic would not result in any additional intersections operating with LOS that exceeds the City's minimum LOS C standard, even under a long-term cumulative with project condition. Therefore, the project would have a less-than-significant impact. The project would be required pay the City of Colfax's traffic mitigation fee, which is based on the project's estimated p.m. peak hour trips (228) for the project.

Table 8: Peak Hour Intersection Levels of Service

Scenario	Control	AM Peak Hour		PM Peak Hour	
		LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)
Existing Conditions	All Way Stop	D	33.7	B	14.0
Opening Day No Project	Roundabout	A	9.6	A	7.1
Opening Day with Project	Roundabout	B	13.9	A	9.1
Cumulative with Project	Roundabout	C	27.1	C	21.8

Source: KDA, 2018

Note: Bold values are conditions in excess of City of Colfax LOS C minimum standard.

- c) **No Impact.** The project would not change air traffic patterns. Therefore, the project would have no impact.
- d) **Less-than-Significant Impact.** The project would not involve any new hazardous design features nor introduce any new uses that may be incompatible with transportation. The project would take access via South Auburn Street via the planned roundabout at the westbound I-80 ramps intersection. The planned roundabout is not part of this project, but roundabouts are considered a safer alternative to stop lights, and the roundabout would provide safe access to the project site (FHWA, 2018). Therefore, the project would have a less-than-significant impact.
- e) **No Impact.** The project would not affect emergency response routes. Therefore, the project would have no impact.
- f) **No Impact.** The project would not decrease the performance or safety of public transit, bicycle, or pedestrian facilities. The planned roundabout project will include frontage roadway and sidewalk/crosswalk improvements. Therefore, the project would have no impact.

References

- Federal Highway Administration (FHWA), *Roundabouts and Mini Roundabouts*, September 14, 2018.
- KD Anderson & Associates, *Traffic Impact Analysis for Maidu Village, Colfax, California*, March 2014.
- KD Anderson & Associates, *Addendum to Traffic Impact Analysis for Maidu Village, Colfax, California*, September 15, 2017.
- KD Anderson & Associates, *Addendum to Traffic Impact Analysis for Maidu Village, Colfax, California*, Updated June 11, 2018.

Tribal Cultural Resources

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
17. TRIBAL CULTURAL RESOURCES —				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) **Less-than-Significant Impact.** As discussed in impact a) of the Cultural Resources discussion, no historical resources were identified during the intensive-level pedestrian survey on May 7, 2018 and the project would have no effect on known historic properties. There are no known historic properties or historical resources present within the project site. Thus, the project does not have the potential to cause a significant impact on any resource that currently qualifies as a historical resource, or that has been recommended eligible for listing in the NRHP or CRHR. Therefore, the project would have a less-than-significant impact.
- b) **Less-than-Significant Impact with Mitigation.** As discussed in impact b) of the Cultural Resources discussion, project construction has a high potential for the discovery of buried cultural resources due to the overlaying soil type and riparian features and to information from Native American Tribes. The CTVCT and UAIC responded to Natural Investigations Company and both tribes consider the project site to be culturally sensitive. Natural Investigations met with both tribes for a project site visit in May 2018 and both tribes' recommendations are incorporated into this Initial Study as mitigation measures in the Cultural Resources discussion.

Should any TCRs be discovered during ground disturbing activities for the project the implementation of **Mitigation Measure CUL-1 and CUL-7** would reduce impacts to a less-than-significant level.

References

Natural Investigations Company. 2018. *Cultural and Paleontological Resources Inventory and Effects Assessment for the Maidu Village Project, City of Colfax, Placer County, California*. June 4, 2018.

Utilities and Service Systems

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
17. UTILITIES AND SERVICE SYSTEMS — Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Require or result in the construction of new stormwater drainage facilities, or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Result in a determination by the wastewater treatment provider that would serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

a, b, e) **Less-than-Significant Impact.** The City owns and operates three sewer infrastructure systems that serve the City and some out-of-city-limits residents. The system includes the Wastewater Treatment Plant (WWTP), a sewer collection system and sewer lift stations. The systems provide primary and secondary treatment of sanitary wastewater as well as treatment and conditioning of the solids removed at the treatment plant. The Central Valley RWQCB permits the WWTP under the NPDES permit, No. CA0079529, Order R5-2013-0045. Under the NPDES permit waste discharge requirements (WDRs), the City of Colfax is allowed to operate the WWTP up to an average daily dry weather discharge flow of 0.275 million gallons per day.

The project would not require or result in the construction or expansion of a new water or wastewater treatment facility. The project would connect to the City's sewer system. Sanitary sewer service would connect to an existing manhole in South Auburn Street except for the motel use, which would connect to an existing manhole at the southern end of the project site. The sewer collection system would be designed to the satisfaction of the City of Colfax and the Placer County Environmental Health Department. The project would be required to pay the City's applicable sewer impact fee. The type of wastewater to be produced by the project is typical of wastewater already collected and treated at the WWTP. The WWTP is capable of handling and treating wastewater from the project to the treatment requirements of the Central Valley RWQCB. Construction of the on-site sewer improvements would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.

The project would extend the existing PCWA water pipeline that presently exists along the project's frontage roadway, South Auburn Street. Construction of the on-site water pipeline extension would be subject to erosion and sediment control measures in Chapter 15.30 – Grading, Erosion and Sediment Control of the City of Colfax Municipal Code. Therefore, the project would have a less-than-significant impact.

- c) **Less-than-Significant Impact with Mitigation.** The project would include various drainage improvements at the project site. Stormwater quality BMP detention basins would be located adjacent to and/or under parking areas. The BMPs and detention basins would minimize stormwater pollutants from entering the natural drainage course per the requirements of the City of Colfax and Central Valley RWQCB.

Reasonable efforts would be made to keep the storm drainage in its historical patterns as much as possible and BMP detention facilities would be sized so that post development peak stormwater runoff rates are equal to or less than, pre-development runoff rates that leave the project site. All required storm drain facility improvements would be designed and constructed in accordance with requirements and standards of the City and other applicable regulatory agencies. This project site is not within a Phase II MS4 permit area in Placer County, but the project would incorporate LID drainage features by including water quality BMP detention basins and other standard methods of water quality protection measures. Placer Regional Stormwater Coordination Group BMP Sizing Recommendation (published May 25, 2005) would be used to size water quality BMPs. The project would also meet the post construction water balance calculation requirements as part of the NPDES permit. Any potentially significant impacts associated with drainage and runoff would be reduced to a less-than-significant level with the implementation of **Mitigation Measure HYD-1**.

- d) **Less-than-Significant Impact.** The project would be served by the PCWA. The PCWA makes commitments for service only upon execution of a facilities agreements and payment of all fees required by the PCWA. The project would enter into a facilities

agreement and pay all applicable fees. The project would not result in new or expanded water entitlements. Therefore, the project would have a less-than-significant impact.

- f, g) **Less-than-Significant Impact.** Solid waste in the City of Colfax is collected by Recology and disposed of for sorting at Recology Auburn Placer Transfer Station. Any solid waste not recycled or composted would be disposed of at the Western Regional Sanitary Landfill. Solid waste collection is a “demand responsive” service and current service levels can be expanded and funded through user fees without difficulty. The project would comply with all federal, state and local statutes and regulations related to solid waste. The project would be required to pay garbage collection fees and landfill equity buy-in fees. Therefore, the project would have a less-than-significant impact.

References

City of Colfax, *Municipal Code, Chapter 15.30 – Grading, Erosion and Sediment Control.*

Mandatory Findings of Significance

<i>Issues (and Supporting Information Sources):</i>	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporation</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
18. MANDATORY FINDINGS OF SIGNIFICANCE — Would the project:				
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects that would cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion

- a) **Less-than-Significant Impact with Mitigation.** The project would involve disturbances to the site such as grading, excavation and soil disruption. With implementation of **Mitigation Measures BIO-1 through BIO-6 and CUL-1 through CUL-9**, impacts to biological and cultural resources would be less than significant. Therefore, the project would have a less-than-significant impact with mitigation incorporated.
- b) **Less-than-Significant Impact with Mitigation.** GHG emissions impacts are considered to be exclusively cumulative impacts because no single project makes a significant contribution to global climate change. Assessment of significance is based on whether a project's GHG emissions cumulatively represent a considerable contribution to the global concentration of GHG emissions. **Mitigation Measure GHG-1** would reduce GHG emissions from the project to a less-than-significant level. Therefore, the project would have a less-than-significant impact with mitigation incorporated.
- c) **Less-than-Significant Impact.** The project would not result in impacts to human beings that would result in substantial adverse effects on human beings, directly or indirectly. Therefore, the project would have a less-than-significant impact.

End of Initial Study

APPENDIX A

Air Quality and Greenhouse Gas Supporting Information

City of Colfax

City Council

Ordinance № 538

AN ORDINANCE OF THE CITY OF COLFAX ADOPTING FINDINGS OF FACT AND APPROVING A DEVELOPMENT AGREEMENT WITH COLFAX AUBURN, LLC REGARDING THE DEVELOPMENT OF THE MAIDU VILLAGE PROPERTY GENERALLY LOCATED ON SOUTH AUBURN STREET NEAR THE INTERSECTION OF THE INTERSTATE HIGHWAY 80 ON-RAMP AND OFF RAMP, PLACER COUNTY ASSESSOR'S PARCEL #100-240-016-000

The City Council of the City of Colfax does ordain as follows:

Section 1:

The Ordinance Adopting Findings of Fact and Approving a Development Agreement with Colfax Auburn, LLC attached hereto as Exhibit A is incorporated herein by this reference.

Section 2. Superseding Provisions

The provisions of this Ordinance and any resolution adopted pursuant hereto shall supersede and repeal any previous Ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by the final judgment of any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision; and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date

This ordinance shall be in full force and effect thirty (30) days from and after its adoption.

Section 5. California Environmental Quality Act Findings

On November 14, 2018, the City Council reviewed and considered a Mitigated Negative Declaration for the Project defined in the Development Agreement, all comments received during the public review period, and all relevant documents in the record pertaining to the Project and the Mitigated Negative Declaration. The Mitigated Negative Declaration adequately describes the potential environmental impacts of the Project. On the basis of the whole record before it, the Colfax City Council found, and hereby finds, (1) there is no substantial evidence that the Project, as mitigated, will have a significant effect on the environment beyond those identified in the Mitigated Negative Declaration, (2) the Mitigated Negative Declaration has been completed in compliance with the provisions of the California Environmental Quality Act, Public Resources Code §21000 et seq ("CEQA") and the Guidelines for Implementation of the California Environmental Quality Act published by the State of California Office of Planning and Research ("CEQA Guidelines"), (3) the Mitigated Negative Declaration is complete and

adequate and reflects the City Council's independent judgment and analysis of the environmental effects of the Project, and (4) the Mitigated Negative Declaration as adopted is equally applicable to the Project and the Development Agreement.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 14th day of November, 2018, and passed at a regular meeting of the City Council held on the 12th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

Will Stockwin, Mayor

APPROVED AS TO FORM:

ATTEST:

Alfred Cabral, City Attorney

Lorraine Cassidy, City Clerk

ORDINANCE NO. 538**AN ORDINANCE OF THE CITY OF COLFAX ADOPTING FINDINGS OF FACT AND APPROVING A DEVELOPMENT AGREEMENT WITH COLFAX AUBURN, LLC REGARDING THE DEVELOPMENT OF THE MAIDU VILLAGE PROPERTY GENERALLY LOCATED ON SOUTH AUBURN STREET NEAR THE INTERSECTION OF THE INTERSTATE HIGHWAY 80 ON-RAMP AND OFF-RAMP, PLACER COUNTY ASSESSOR'S PARCEL #100-240-016-000**

WHEREAS, the City Council of the City of Colfax has duly considered an application for a Development Agreement with Colfax Auburn, LLC (the "Development Agreement") in accordance with Title 17, Chapter 17.48 et seq., of the Colfax Municipal Code; and

WHEREAS, in accordance with the California Environmental Quality Act (California Public Resources Code Section 21000 et seq., "CEQA") and the regulations implementing CEQA (14 Code of California Regulations Section 15000 et seq., "CEQA Guidelines"), the City Council has reviewed an Initial Study (Environmental Checklist for the Maidu Village Project, dated October 2018 and all attachments and has determined that impacts from the proposed project have been be adequately addressed; and

WHEREAS, the Development Agreement has been reviewed by City staff and the Developer; and

WHEREAS, on November 14, 2018, the City Council, sitting as both the City Planning Commission and City Council, determined that approving the Development Agreement and the Project described therein is in the best interests of Colfax and that the Development Agreement should be approved; and

WHEREAS, the City Council, after due deliberation and public hearings in accordance with Chapter 17.48 of the Colfax Municipal Code pertaining to Development Agreements under Government Code Sections 65864 through 65869.5, hereby adopts the following Findings of Fact:

FINDING NO. 1: THE DEVELOPMENT AGREEMENT IS CONSISTENT WITH THE OBJECTIVES, POLICIES, GENERAL LAND USES AND PROGRAMS SPECIFIED IN THE COLFAX GENERAL PLAN.

The Agreement specifically implements the Colfax General Plan. Based on the record generally and analysis provided in the November 14, 2018 Staff Report for the City Council and all attachments thereto and information provided therewith, the Development Agreement is in conformance with the Colfax General Plan objectives, goals, policies, general land uses and programs.

FINDING NO. 2: THE DEVELOPMENT AGREEMENT IS CONSISTENT WITH THE PROVISIONS OF THE COLFAX MUNICIPAL CODE.

The Development Agreement complies with the requirements of Colfax Municipal Code Chapter 17.48 and the Development Agreement Law incorporated therein (California Government Code Sections 65864 to 65869.5, inclusive). The Development Agreement also complies with all related provisions of the Colfax Municipal Code and the laws, rules, regulations, ordinances and development and building standards incorporated therein.

FINDING NO. 3: THE DEVELOPMENT AGREEMENT CONFORMS WITH AND WILL NOT BE DETRIMENTAL TO PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

Based on the record generally and analysis provided in the November 14, 2018 Staff Report for the City Council, the attachments thereto, and the related information presented at the hearing, the proposed project set forth in the Development Agreement conforms with and will not be detrimental to the health, safety and general welfare, as it incorporates all health and safety provisions required in the City's General Plan and Zoning Ordinance and will comply with all such provisions in the Municipal Code. Further, it is or will be adequately served by utility and public services, and will help mitigate traffic and circulation impacts at the affected intersections within the City.

FINDING NO. 4: THE DEVELOPMENT AGREEMENT WILL NOT ADVERSELY AFFECT THE ORDERLY DEVELOPMENT OF PROPERTY OR THE PRESERVATION OF PROPERTY VALUES.

The Development Agreement promotes the orderly development of property within the City of Colfax by entitling and creating a specific mechanism and process for developing a significant parcel immediately adjacent to major on-and-off ramps to Interstate Highway 80. In this regard, the Development Agreement serves as a model for orderly development of property. Moreover, the project approved by the Development Agreement will attract business into the City, contribute to the City's tax base, and help to preserve or enhance property values within the City and the quality of life for City residents.

FINDING NO. 5: THE DEVELOPMENT AGREEMENT WILL PROVIDE SUFFICIENT BENEFIT TO THE CITY AND ITS RESIDENTS TO JUSTIFY ENTERING INTO THE AGREEMENT.

The following are aspects of the Maidu Village Project which demonstrate that it will provide sufficient benefits to the City and its residents to justify entering into the Development Agreement.

Planning. The Project is a well thought out development that will result in consistent and comprehensive development of the Maidu Village property and avoid fractionalization or piecemeal development of the Project site. The Project is convenient to public transportation, is pedestrian-friendly, provides for adequate utility service, conforms to health and safety requirements and will include uses consistent with surrounding developments. Development of

the site into an integrated commercial development in conformance with the City's General Plan and Zoning Ordinance represents good land use practice. The opportunity afforded by consistent and integrated land uses is a benefit to the City as it grows.

Tax Revenue. The Project will contribute to the tax base of the City through sales tax revenues generated by the commercial uses, and from additional businesses and employees.

Social and Economic Benefits. The creation of new jobs and increased generation of revenues will provide greater employment opportunities for the residents of Colfax, and allow existing residents to live and work within the same community.

FINDING NO. 6: THE DEVELOPMENT AGREEMENT CONFORMS WITH THE PROVISIONS OF GOVERNMENT CODE SECTION 65867.5

Government Code Section 65867.5 requires a finding that the provisions of any development agreement are consistent with the City's General Plan. This is addressed in Finding No. 1 above, and the City Council specifically finds that the Development Agreement conforms to the provisions of Government Code Section 65867.5. The provisions of Government Code Section 66473.7 are not applicable to this Development Agreement or the Project described therein.

WHEREAS, the City Council finds that the applicant, Colfax Auburn, LLC, agrees with the necessity of and accepts all elements, requirements and conditions of this Development Agreement as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety and welfare of the citizenry in general and persons who work in or visit this development in particular; and

WHEREAS, the City Council conducted a public hearing and waived the first reading of this Ordinance on November 14, 2018 and waived the second reading of this Ordinance on December 12, 2018.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Colfax adopts these Findings of Fact and approves the Development Agreement with Colfax Auburn LLC for Maidu Village Project set forth therein and authorizes the City Manager to execute the Development Agreement in the name and on behalf of the City of Colfax.

PASSED AND ADOPTED by the City Council of the City of Colfax on this 12th day of December 2018, by the following vote:

AYES:

NOES:

ABSENT:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

SITE MAP

COLFAX MAIDU VILLAGE
8.3 ACRE PARCEL, SOUTH AUBURN STREET

CITY OF COLFAX

STATE OF CALIFORNIA



VICINITY MAP

SITE INFORMATION

OWNER: COLFAX AUBURN LLC
APN: 100-240-016 PLACER COUNTY
SITE ACREAGE: 8.39 ACRES

PARKING SUMMARY

BUILDING USE	CARS		BICYCLES		BVS	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED
FAST FOOD & COFFEE	62	55	4	4	-	-
GAS STATION	12	12	3	3	-	-
RESTAURANT	45	46	6	6	-	-
MOORE	75	70	10	10	7	7
COMMERCIAL	18	24	4	8	-	-
TOTAL	212	215	25	25	7	7

= NUMBER OF SPACES PROVIDED

Attachment 6a

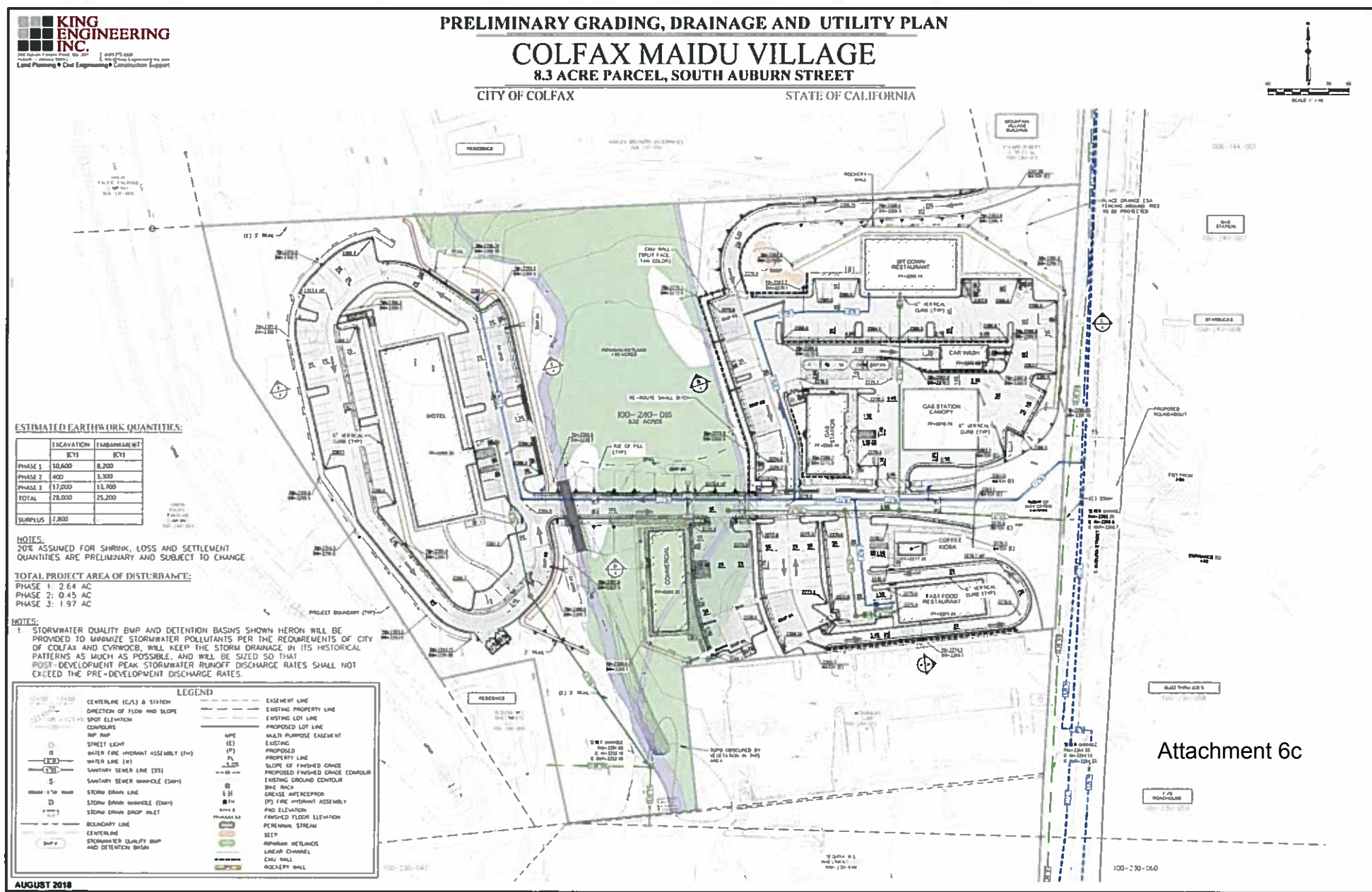
KING ENGINEERING INC.

Land Planning Civil Engineering Construction Management
224 North Sacramento Street, Suite 200, Colfax, CA 95926
Phone: (530) 275-1111 Fax: (530) 275-1112

SHEET 1 OF 4

AUGUST 2018

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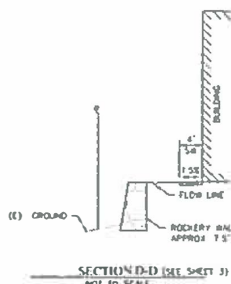
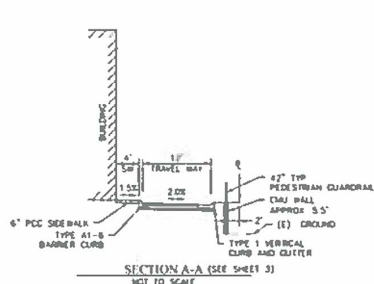
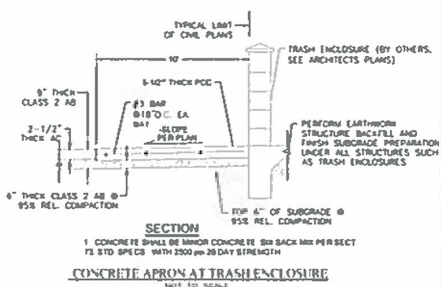
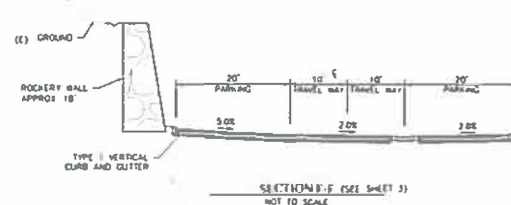
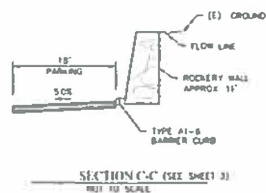
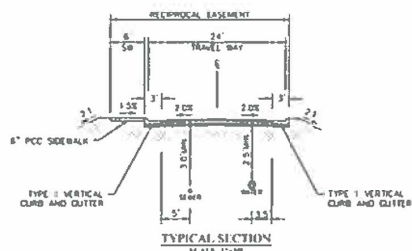
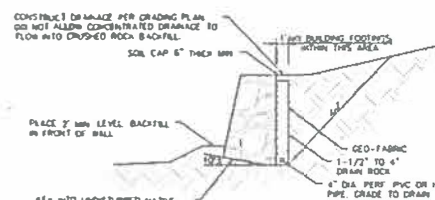
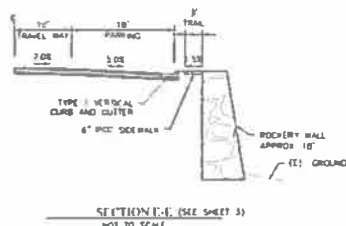
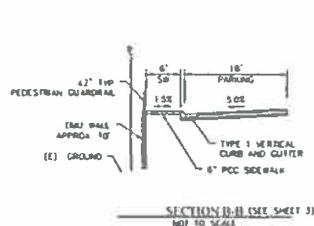
TYPICAL SECTIONS & DESIGN DETAILS

COLFAX MAIDU VILLAGE

8.3 ACRE PARCEL, SOUTH AUBURN STREET

CITY OF COLFAX

STATE OF CALIFORNIA

ROCKERY WALL
NOT TO SCALE

- ROCKERY WALL NOTES**
1. ROCK SHALL BE DENSE, ANGULAR AND HAND SELECTED FOR EACH TIER.
 2. ROCK SHALL BE LAYED IN TO UNDISTURBED NATIVE EARTH OR COMPACTED ENGINEERING FILL TO THE DEPTH INDICATED.
 3. MAXIMUM BACKFILL SLOPE SHALL BE 2:1 OR AS INDICATED IN THE CALCULATIONS.
 4. EACH ROCK SHALL BE FITTED IN PLACE AND CHECKED FOR STABILITY.
 5. FRONT FACE OF WALL SHALL HAVE A BATTER OF APPROX. 1:8.
 6. ROCKS SHALL BE PLACED SO AS TO LIMIT CONTINUOUS JOINT PLACES (EITHER HORIZONTALLY OR VERTICALLY) EACH ROCK SHOULD BEAR ON TWO OR MORE ROCKS MAINTAINING ROCK TO ROCK CONTACT.
 7. SIZE OF ROCKS WILL VARY; HOWEVER, THE LARGER ROCKS SHALL BE PLACED IN THE LOWER COURSES.
 8. NO ROCKERY SHALL BE CONSTRUCTED WHERE FOOTING LOADS FROM STRUCTURES CAUSE SURCHARGE ANY PORTION OF THE ROCKERY.
 9. THERE SHALL BE NO CHANGING IN THE FRONT FACE OF THE WALL.
 10. CAP ROCKS SHALL BE 150 TO 200-IBS AND BE CHECKED FOR STABILITY.
 11. FILTER FABRIC SHALL BE MIN. 1400 OR APPROVED EQUIV.
 12. BACKFILL AND COMPACT FRONT OF WALL (TOE) TO 90% & MIDD.
 13. A MINIMUM OF TWO SITE INSPECTIONS SHALL BE PERFORMED BY THE ENGINEER TO OBSERVE THE FOOTING, THE DRAINAGE PIPING, THE INSTALLATION OF GEO-FABRIC AND THE PLACEMENT OF ROCKS, CRUSHED ROCK BACKFILL AS WELL AS THE BATTER OF THE FRONT FACE OF THE WALL.

PRELIMINARY SITE PLAN



18215 72ND AVENUE SOUTH
ALBANY, CA 94533
(415) 251-4222
(415) 251-8782 FAX
CIVIL, ELECTRICAL, LAND PLANNING,
INDUSTRIAL, MECHANICAL, SERVICES

PROJECT DATA

LOCATION: S AUBURN STREET to I-80 ERM 135
COLFAX, CALIFORNIA
LOT AREA: 44,313 S.F. (10.05 AC)

NO.	DESCRIPTION	DATE
1	PRELIMINARY SITE PLAN	11/11/00
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attachment 6f

ARCO RTI
3000 amp/jam
FULL CANOPY w/ 6 LPTS
24x18 CAR WASH

S AUBURN STREET
I-80 ERM 135
COLFAX, CALIFORNIA

FACILITY #1183

NO.	DESCRIPTION	DATE
1	PRELIMINARY SITE PLAN	11/11/00
2		
3		
4		
5		
6		
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9		
10		

PRELIMINARY
SITE PLAN

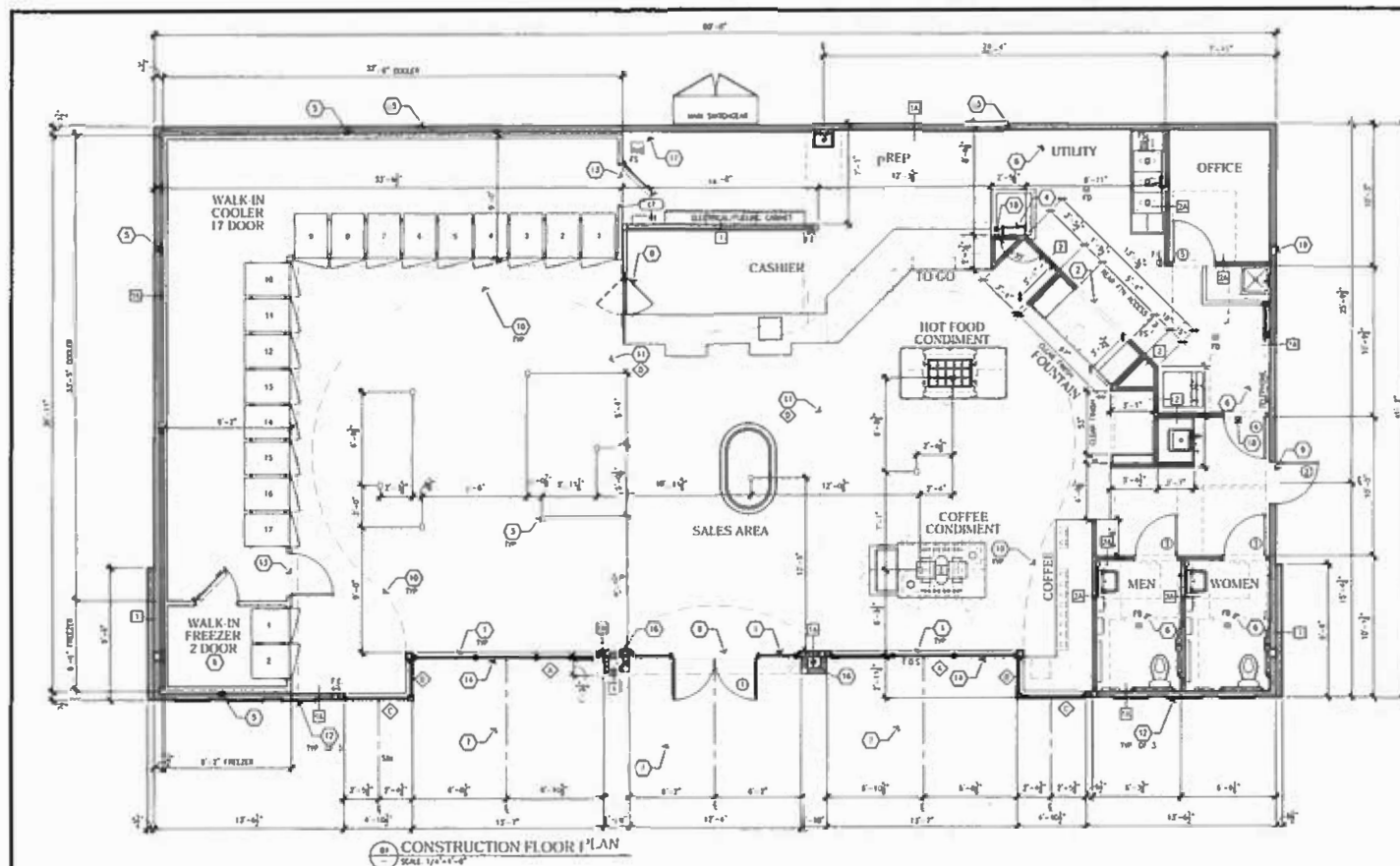
SP-1



4.00	15.00	0.80	11.75	16.45
ARCO 65' truck				
First Post Width	0.00	Link to Link Time	6.0	
Trailer Width	0.00	Steering Angle	35.0	
First Post Time	7.70	Retracting Angle	70.0	
Trailer Time				

NOTES:
THIS PLAN, AS SHOWN, HAS BEEN APPROVED BY THE TRANSPORTATION FOR APPROVAL OF
PUBLIC UTILITIES OF
SOUTHERN CALIFORNIA GAS COMPANY
DATE: JUL 11, 2000
ANY CHANGES TO THIS PLAN MUST BE APPROVED THROUGH THE TRANSPORTATION
PERSONNEL, MANAGER AND REPRESENTATIVE AND THE PROJECT DOCUMENTS. CONTACT
PROJECT MANAGER FOR MORE DETAILS.

Preliminary Not For Construction



GENERAL NOTES

- ALL DIMENSIONS ARE TO FACE OF STUD VENTS UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE TO FACE OF STUD VENTS UNLESS OTHERWISE NOTED.
- EXTERIOR WALLS AND SLAB INTERIOR WALLS 24\"/>

KEYED NOTES

- ALUMINUM FINISHES AND STONEWORK FINISHES REFER TO SHEET AS 1.
- INSTALL 1/2\"/>

LEGEND

- WOOD FINISHES
- PREPARED COOLERS/FREEZERS
- 24\"/>

ROOM FINISH SCHEDULE

INTERIOR FINISHES	SALIS	CASHIER	RESTROOMS	OFFICE	UTILITY	WALK IN
FLOOR	GLASS PORCELAIN TILE REFER TO FINISH CALLOUT ON #13.			GLASSY TILE REFER TO FINISH CALLOUT ON #12.		GLASSY TILE REFER TO FINISH CALLOUT ON #12.
BASE	GLASSY TILE REFER TO FINISH CALLOUT ON #12.		PORCELAIN TILE REFER TO FINISH CALLOUT ON #12.	GLASSY TILE REFER TO FINISH CALLOUT ON #12.		GLASSY TILE REFER TO FINISH CALLOUT ON #12.
WALLS	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5
PASSENGER HBIT	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5
CEILING	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5	PAINTED SMOOTH FINISH 1/2" WATER RESISTANT BOARDS REFER TO CALLOUT ON SHEET A3.5

OCCUPANCY LOAD

SALIS - 1,027 S.F. (1027/100)	= 31
OFFICE - 48 S.F. (48/100)	= 1
RESTROOMS - 112 S.F. (112/100)	= 3
UTILITY - 40 S.F. (40/100)	= 1
WALK IN - 533 S.F. (533/100)	= 7
TOTAL SHEET 2,860 S.F.	= 37 OCCUPANTS

*COOLER IS A NON OCCUPABLE SPACE PER SECTION 202 DEFINITION OF AN OCCUPABLE SPACE.

CEILING REQUIRED 2

WALLS PROVIDED 2

Attachment 6f

bp



ARCO



18215 72ND AVE. SOUTH
KANSAS, MO 64632
(417)251-6322
(417)251-6782 FAX

DR. PROJECTS, LAND PLANNING,
SURVEYING, CONSTRUCTION SERVICES

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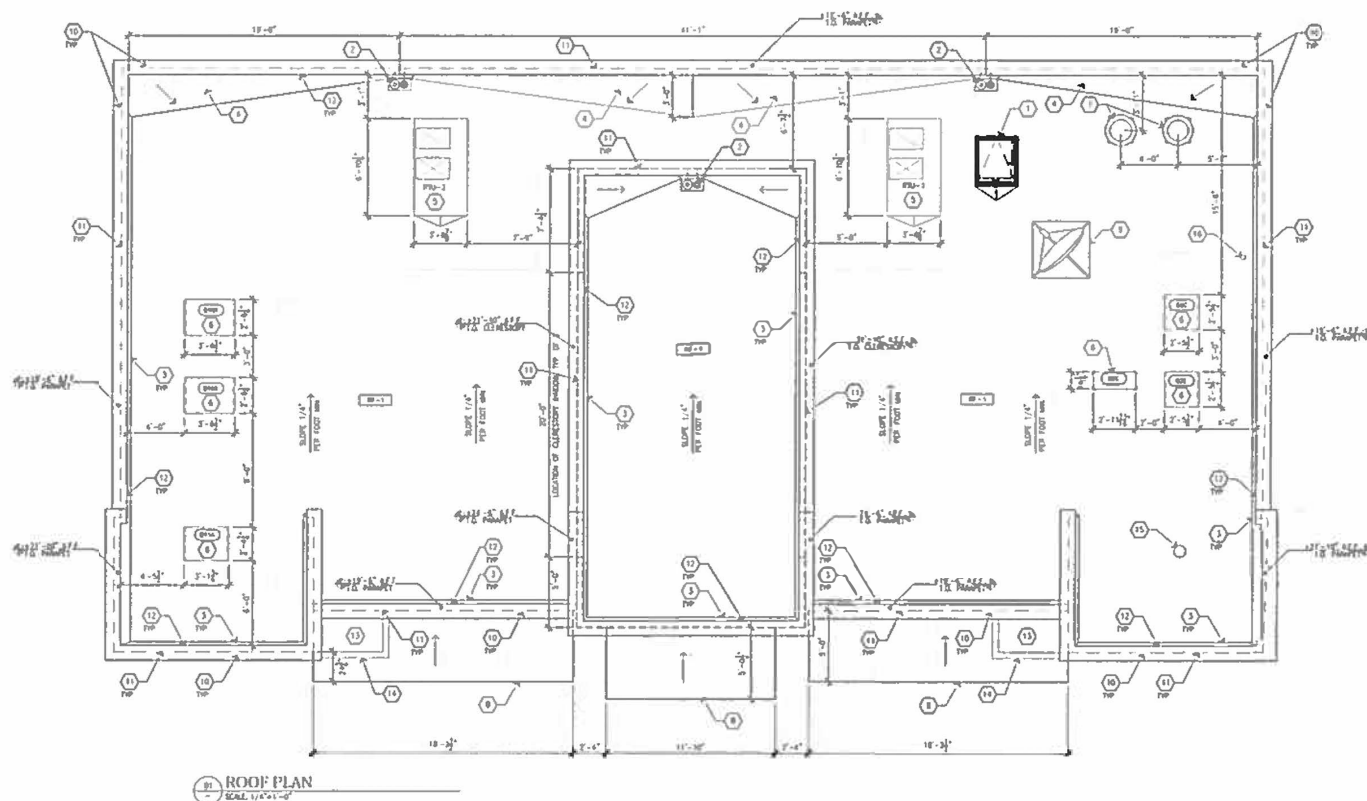
ARCHITECT
BARGHAUSEN ENGINEERING, INC.
18215 72ND AVE. SOUTH
KANSAS, MO 64632
(417)251-6322
(417)251-6782 FAX

5 ALLEN ST. S.W.
ATLANTA, GA 30334
(404) 525-1111

FACILITY #100

CONSTRUCTION
FLOOR PLAN

A1.1



ROOF PLAN
SCALE: 1/8"=1'-0"

GENERAL NOTES

- REFER TO SPECIFICATION SHEETS A7.3 & A7.6 FOR ROOF SYSTEM INCLUDING DRAINAGES, CURBS, FLASHING, AND ECT.
- REFER TO ROOFING MANUFACTURERS' WRITTEN INSTRUCTIONS AND DETAILS FOR ROOFING SYSTEM INSTALLATION. CONSTRUCTION TO PROVIDE COMPLETE ROOFING PACKAGE PER MANUFACTURERS' RECOMMENDATIONS.
- ROOF ASSEMBLY SHALL COMPLY WITH UL 22-80 AND FM CLASS "B" RATINGS INCLUDING CURB, FLASHING, PUMP/IT WALL, AND ROOF SYSTEM.
- DO NOT EXEMPT EQUIPMENT OR MATERIALS ON THE ROOF. STRUCTURAL LIMITS APPROVED BY SIGNING OF THE ARCHITECT, STRUCTURAL ENGINEER, AND THE ROOFING MANUFACTURER.
- FOR EQUIPMENT COMPRESSOR & CONDENSER REFER TO EQUIPMENT PLANS ON SHEET 04.1 AND EQUIPMENT SCHEDULE ON SHEET 02.1.
- GENERAL CONTRACTOR IS TO PROVIDE NECESSARY CONSTRUCTION FLASHING, DRAINAGE, TO COMPLY WITH CODE OF PRACTICE. REGULATIONS TO CITY 1824, SUBMIT IN LOCAL JURISDICTION TO BE 4" WIDE AND BE ABLE TO WITHSTAND 300 POUNDS AT TOP EDGE.
- REFER TO MECHANICAL PLANS FOR VENT PIPE PENETRATIONS AND CURB DETAILS. ALL ROOF PENETRATIONS SHALL BE THROUGH THE CURB, UNLESS NOTED OTHERWISE.
- PUMP/IT WALLS TO MECHANICAL EQUIPMENT / ROOF ACCESS TO BE MINIMUM 48" HIGH WITHIN 18 FEET OF ROOF EDGE.

KEYED NOTES

- ROOF SLOPE PER DETAIL 7/84.1
- ROOF DRAIN AND DRAINAGE, REFER TO PLUMBING PLANS
- RAIN SUMP PER DETAIL 6/84.1
- CURB INSULATION DETAIL
- ROOF/TOPI UNIT, REFER TO MECHANICAL PLANS
- CONDENSER, REFER TO EQUIPMENT AND ELECTRICAL PLANS
- EQUIPMENT FAN, REFER TO MECHANICAL PLANS
- STEEL CANOPY WELDER, REFER TO SHEET A1.3 FOR DOWNSPOUT LOCATION
- SATELLITE ON BALANCED CURB
- SHOP FORMED PRE-CASTED METAL CURB, REFER TO DETAIL 1/84.1
- FACE OF EXTERIOR WALL BELOW
- FACE OF PUMP/IT WALL
- METAL LED FLASHING
- STEEL CANOPY WELDER, REFER TO SHEET A1.3 FOR DOWNSPOUT LOCATION
- ROOF JACK, REFER TO MECHANICAL PLANS
- GAS HEATED HEATER FLUE, REFER TO MECHANICAL PLANS

ROOFING

- 2" EPS ROOFING INSULATION WITH PROTECTION BOARD AND REED INSULATION REFER TO SPECIFICATIONS

EQUIPMENT MAINTENANCE PLAN

NOT FOR CONSTRUCTION



BP PARTNER FUEL SYSTEMS INC.



18215 72ND AVENUE SOUTH
NORTH, WA 98012
14252251-8222
14252251-8762 FAX

CIVIL, MECHANICAL, LAND PLANNING, SURVEYING, CONSULTING SERVICES

NO.	DATE	REVISION DESCRIPTION

THIS SHEET IS
FOR
INFORMATION
ONLY

ARC/NTH
3000 amp/pm
FULL CANOPY w/ 6 MPUS
24 x 18 CAR WASH

5 ALBERN STREET
P.O. BOX 100
CHULA VISTA, CA 92011

FACILITY # 1111

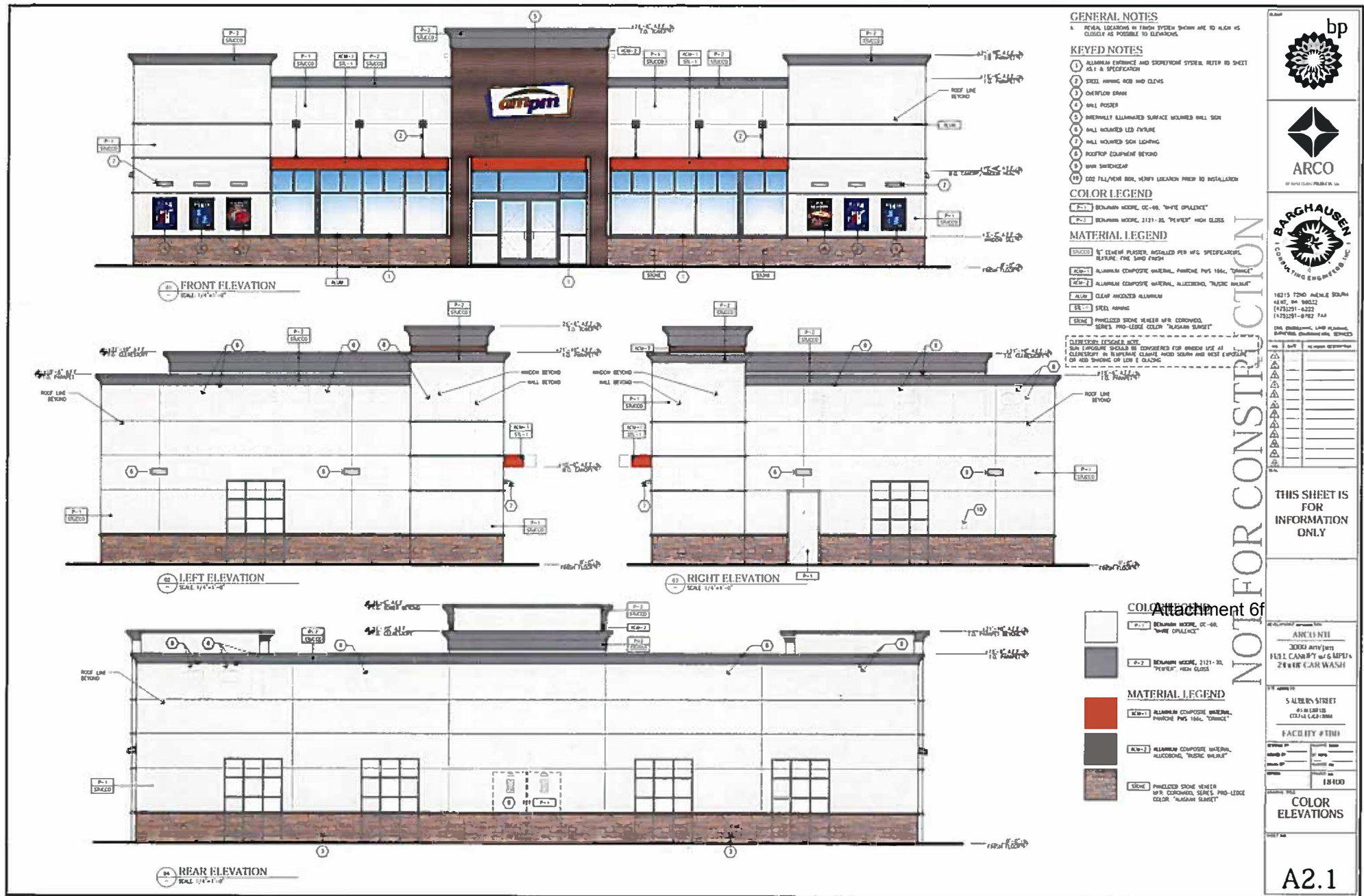
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ROOF
PLAN

SHEET NO.

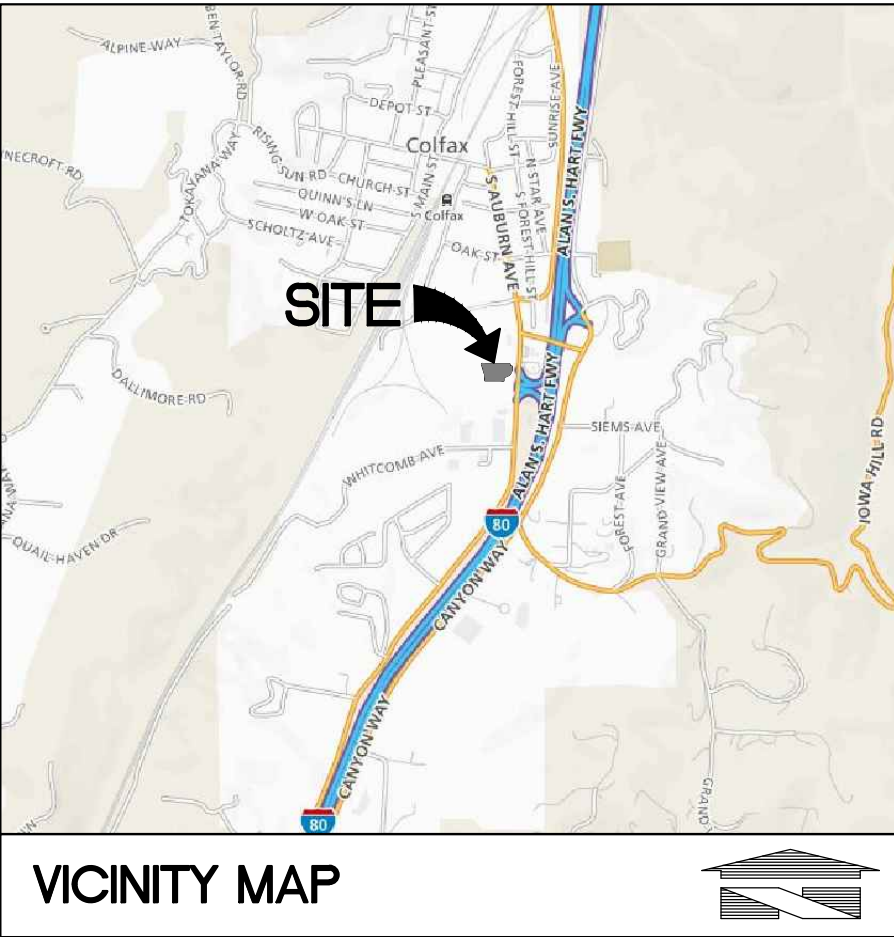
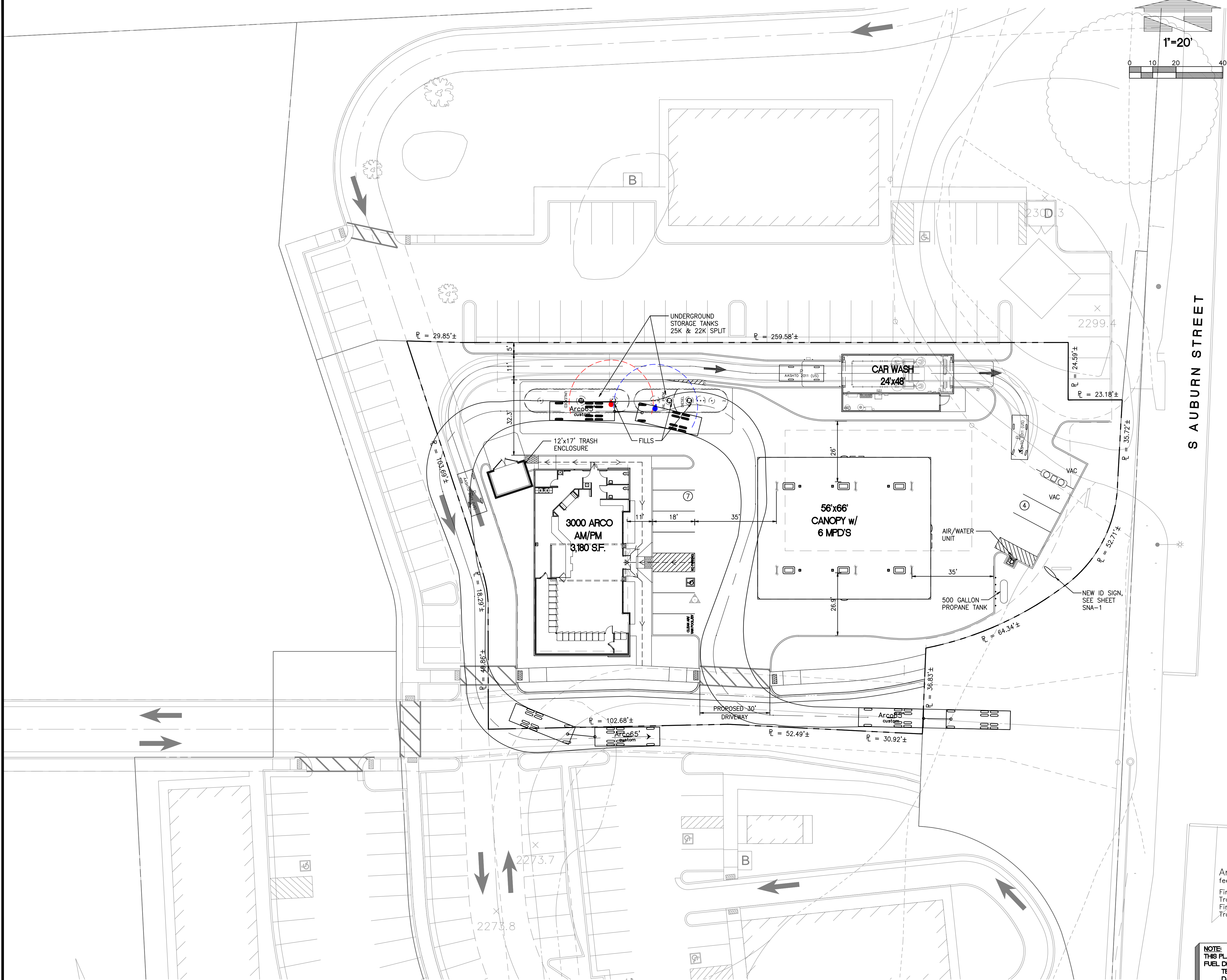
A1.4

Attachment 6f



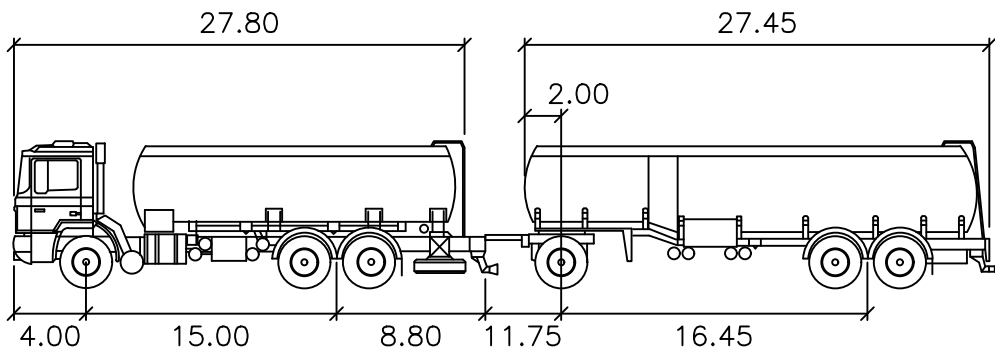


PRELIMINARY SITE PLAN



PROJECT DATA

LOCATION: S AUBURN STREET @ I-80 EXIT 135
COLFAX, CALIFORNIA
LOT AREA: ±41,513 S.F. (0.95 AC)



Arco65' feet			
First Part Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.00	Steering Angle	: 35.0
First Part Track	: 7.70	Articulating Angle	: 70.0
Trailer Track	: 7.70		

NOTE:
THIS PLAN, AS SHOWN, HAS BEEN APPROVED BY BP TRANSPORTATION FOR APPROVAL OF FUEL DELIVERY BY:
TERMINAL MANAGER: NATHAN PULLEN
DATE: JULY 10, 2018
ANY DEVIATION TO THIS PLAN NEEDS TO BE APPROVED THROUGH BP TRANSPORTATION TERMINAL MANAGER AND INCORPORATED INTO THE PERMIT DOCUMENTS. CONTACT FRANCHISEE FOR MORE DETAILS.

CLIENT:

bp

ARCO

BP WEST COAST PRODUCTS, LLC

BARGHAUSEN
CONSULTING ENGINEERS, INC.

18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

NO.	DATE	REVISION DESCRIPTION
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SEAL:

DEVELOPMENT INFORMATION:
ARCO NTI
3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:
S AUBURN STREET
@ I-80 EXIT 135
COLFAX, CALIFORNIA

FACILITY #TBD

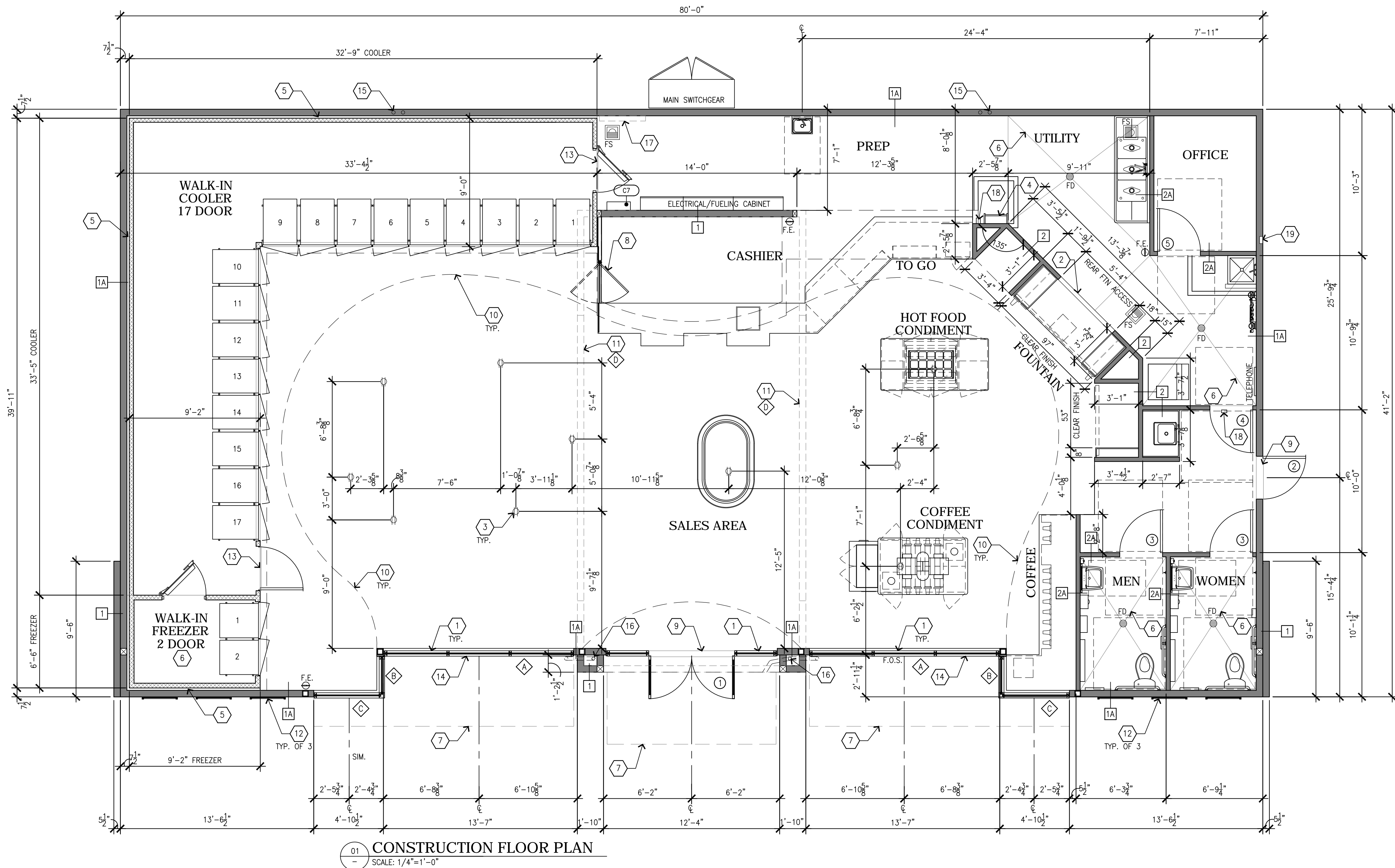
DESIGNED BY:	ALLIANCE ZADN:
CHECKED BY:	PT
DRAWN BY:	DJ
VERSION:	PROJECT NO: 18400

PRELIMINARY SITE PLAN

SHEET NO:

SP-1

Preliminary Not For Construction



01 CONSTRUCTION FLOOR PLAN
SCALE: 1/4"=1'-0"

ROOM FINISH SCHEDULE

INTERIOR FINISHES	SALES	CASHIER	RESTROOMS	OFFICE	PREP/UTILITY	WALK-IN
FLOOR	GLAZED PORCELAIN TILE REFER TO FINISH CALLOUT ON A1.2.			QUARRY TILE REFER TO FINISH CALLOUT ON A1.2.		CLEAR CONCRETE SEALER REFER TO FINISH CALLOUT ON A1.2.
BASE	CERAMIC SANITARY COVE BASE REFER TO FINISH CALLOUT ON A1.2.		PORCELAIN COVE BASE REFER TO FINISH CALLOUT ON A1.2.	QUARRY SANITARY COVE BASE. REFER TO FINISH CALLOUT ON A1.2.		INTEGRAL METAL COVE BASE REFER TO FINISH CALLOUT ON A1.2.
WALLS	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON SHEET A2.3 - A2.6.		WALL TILE OVER 5/8" WATER RESISTANT GYPSUM BOARD. REFER TO CALLOUT ON A2.6.	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON SHEET A2.6.	WALL TILE AND FRP OVER 5/8" WATER RESISTANT GYPSUM BOARD. REFER TO CALLOUT ON A2.5.	STUCCO-GALVALUM. BY COOLER MFR. REFER TO SPECIFICATION ON Q1.2.
FASCIA/SOFFIT	FASCIA PAINTED SMOOTH FINISH 1/2" GYPSUM BOARD. REFER TO CALLOUT ON A2.3 & A2.4. SOFFIT PAINTED SMOOTH FINISH 5/8" WATER RESISTANT GYPSUM BOARD. REFER TO CALLOUT ON A1.3.		NOT APPLICABLE			
CEILING	PAINTED PLYWOOD AND OPEN WEB TRUSSES. REFER TO CALLOUT ON A1.3.	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON A1.3.	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON A1.3.	PAINTED SMOOTH FINISH 5/8" GYPSUM BOARD. REFER TO CALLOUT ON A1.3.	WASHABLE SUSPENDED WHITE CEILING TILE. REFER TO CALLOUT ON A1.3.	STUCCO-GALVALUM. BY COOLER MFR. REFER TO CALLOUT ON Q1.2 AND A1.3.

GENERAL NOTES

- ALL DIMENSIONS ARE TO FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL DENOTED DIMENSIONS ARE TO BE USED. PLANS SHALL NOT BE SCALED.
- EXTERIOR WALL ARE 2x6, INTERIOR WALLS 2x4 U.N.O., SEE STRUCTURAL PLANS FOR FRAMING REQUIREMENTS.
- SEE PLUMBING PLANS FOR DIMENSIONS TO PLUMBING FIXTURES
- REFER TO SHEET Q1.1 FOR FOR EQUIPMENT PLAN.
- REFER TO SHEET Q2.1 FOR EQUIPMENT SCHEDULE.
- ALL EQUIPMENT SHALL MEET ACCESSIBILITY REACH RANGE REQUIREMENTS.
- PROVIDE PLASTIC CORNER GUARDS AT EDGES BELOW 6'-0".
- ALL COUNTERTOPS SHALL BE MAX. 34" A.F.F. WITH A 3'-FOOT WIDE TRANSACTION AREA AT CASHIER. CONTRACTOR SHALL COORDINATE WORK WITH CABINET INSTALLER FOR CABINET INSTALLATION. CONTRACTOR TO ROUTE UTILITIES THROUGH CABINETS. CONTACT CABINET INSTALLER FOR SITE SPECIFIC CABINET SHOP DRAWINGS.
- 4" HIGH BACKSPLASH AT ALL COUNTERTOPS THAT TERMINATE AT WALL. BACKSPLASH TO MATCH COUNTERTOP MATERIAL.
- THE CONTRACTOR SHALL ASSIST STORE PERSONNEL BY ASSEMBLING MERCHANDISE GONDOLAS AND SHELVING AS SHOWN ON Q1.1.
- ALL EQUIPMENT AND CABINETS SHALL BE FREE OF SHARP EDGES. CONTACT MANUFACTURER OR PREP EDGES FOR SAFETY.
- CONTRACTOR SHALL ROUTE ALL CONDENSATE DRAIN LINES TO FLOOR SINKS.
- CONTRACTOR SHALL INSTALL NEW PARTITIONS/WALLS WITH GYPSUM WALL BOARD AND FINISHES AS NOTED ON FINISH SCHEDULE AND INTERIOR ELEVATIONS ON SHEET A2.3 THRU A2.6. ALL PARTITIONS/WALLS SHALL BE BRACED FOR LATERAL FORCES, PER BUILDING CODE REQUIREMENTS.
- FLAME SPREAD CLASSIFICATIONS FOR INTERIOR WALLS SHALL COMPLY WITH LOCAL CODES.
- FIRE EXTINGUISHERS (2A:10B:C) SHALL BE INSTALLED AT SALES COUNTER, BACK ROOM, OFFICE, & FUEL CANOPY LOCATIONS IF NOT SHOWN ELSEWHERE ON THESE DRAWINGS. VERIFY WITH OWNER FOR DETAILS, CONFIRM FINAL DETAILS WITH LOCAL FIRE INSPECTOR.
- CONTRACTOR SHALL ASSIST THE OWNER WITH STORE EQUIPMENT TO PREPARE A DELIVERY STAGING AREA. COORDINATE WITH OWNER FOR THE DELIVERY SCHEDULE AND SHIPPING DAMAGES, AS APPLICABLE.
- CONTRACTOR SHALL PROVIDE A CLEAN, SMOOTH SURFACE FOR GRAPHICS INSTALLATION.
- ALL DIMENSIONS SHALL BE FIELD VERIFIED BY CONTRACTOR FROM CABINET AND EQUIPMENT CLEARANCES PRIOR TO WALL ERECTION. DISCREPANCIES SHALL BE DIRECTED TO OWNER.
- WATER HEATERS SHALL BE CAPABLE OF DELIVERING MIN. 120" WATER TO ALL SINKS.
- ALL FLOOR/WALL TILE AND COVE BASE SHALL BE INSTALLED BY THE GENERAL CONTRACTOR ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
- ALL DOORS MUST HAVE NO MORE THAN 5 LBS OPENING FORCE AND MUST HAVE A SWEEP PERIOD OF 3 SECONDS TO CLOSE FROM 70° OPEN TO 3" FROM THE LATCH.
- CARBONATOR BACK-FLOW PREVENTOR DRAIN LINE OUTLET SHALL BE TO NEW FLOOR SINK PROVIDED FOR THIS AREA.

KEYED NOTES

- ALUMINUM ENTRANCE AND STOREFRONT SYSTEM, REFER TO SHEET A5.1 & SPECIFICATION.
- INSTALL 6" PVC CHASE FOR FOUNTAIN SYRUP LINES.
- FLOOR RECEPTACLES, REFER TO ELECTRICAL PLANS.
- ROOF LADDER PER DETAIL 7/A4.1
- 1" MINIMUM AIR GAP AT PREFABRICATED COOLER/FREEZER
- DEPRESSED SLAB, REFER TO SLAB PLAN.
- LINE OF CANOPY ABOVE
- DOUBLE SWING METAL GATE PROVIDED BY SHOPCO
- THRESHOLD, REFER TO DOOR SCHEDULE ON SHEET A5.1
- LINE OF SOFFIT ABOVE
- LINE OF CLERESTORY CEILING OPENING, REFER TO WINDOW SCHEDULE ON SHEET A5.1
- WALL SIGNS
- TRANSITION STRIP
- STEEL COLUMNS UNDER WINDOW SILL FOR STOREFRONT PROTECTION, REFER TO STRUCTURAL PLANS FOR SIZE AND LOCATION.
- ROOF DRAIN AND OVERFLOW, REFER TO CIVIL PLANS FOR CONTINUATION
- CANOPY DOWNSPOUT, REFER TO CIVIL PLANS FOR CONTINUATION
- FUTURE SOLAR EQUIPMENT
- CO2 SAFETY MONITORING EQUIPMENT, REFER TO SHEETS Q1.1 AND Q2.1 FOR LOCATION AND SPECIFICATION
- RECESSED STAINLESS STEEL FILL BOX WITH QUICK-DISCONNECT MALE FILL AND VENT HOSE CONNECTION FOR CO2 TANK

LEGEND

- WOOD FRAMED WALL
- PREFABRICATED COOLER/FREEZER WALL
- 2x6 STUDS @ 16"o.c.
- 2x6 STUDS @ 16"o.c. W/ THERMAL INSULATION
- 2x4 STUDS @ 16"o.c.
- 2x4 STUDS @ 16"o.c. W/ SOUND BATT INSULATION
- DOOR SYMBOL, REFER TO SHEET A5.1 FOR DETAILS
- WINDOW SYMBOL, REFER TO SHEET A5.1 FOR DETAILS

OCCUPANCY LOAD

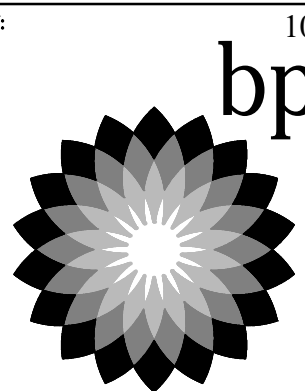
SALES - 1,837 S.F. (1837/60)	= 31
OFFICE - 68 S.F. (68/100)	= 1
RESTROOMS - 112 S.F. (EXEMPT)	= 0
PREP/UTILITY - 403 S.F. (403/200)	= 3
COOLER/FREEZER - 533 S.F. (533/300)	= 2

TOTAL (NET): 2,953 S.F. = 37 OCCUPANTS
TOTAL (GROSS): 3,054 S.F.

*COOLER IS A NON OCCUPABLE SPACE PER SECTION 202 DEFINITION OF AN OCCUPABLE SPACE.

EXITS REQUIRED: 2
EXITS PROVIDED: 2

CLIENT:



18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

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SEAL:

THIS SHEET IS
FOR
INFORMATION
ONLY

DEVELOPMENT INFORMATION:

ARCO NTI
3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:

S AUBURN STREET
@ 180 EXIT 135
COLFAX, CALIFORNIA

FACILITY #TBD

DESIGNED BY:	ALLIANCE ZADN:
CHECKED BY:	BP REPA:
DRAWN BY:	ALLIANCE PM:
VERSION:	PROJECT NO: 18400

DRAWING TITLE:

CONSTRUCTION
FLOOR PLAN

SHEET NO:

A1.1

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SEAL:

THIS SHEET IS
FOR
INFORMATION
ONLY

DEVELOPMENT INFORMATION:

ARCO NTI

3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:

S AUBURN STREET
@ 180 EXIT 135
COLFAX, CALIFORNIA

FACILITY #TBD

DESIGNED BY:	ALLIANCE ZADN:
CHECKED BY:	BP REPA:
DRAWN BY:	ALLIANCE PM:
VERSION:	PROJECT NO: 18400

DRAWING TITLE:

ROOF
PLAN

SHEET NO:

A1.4

GENERAL NOTES

- REFER TO SPECIFICATION SHEETS A7.3 & A7.4 FOR ROOF SYSTEM, INCLUDING GUARANTEES, CURBS, FLASHING, AND ECT.
- REFER TO ROOFING MANUFACTURERS WRITTEN INSTRUCTIONS AND DETAILS FOR ROOFING SYSTEM INSTALLATION. CONTRACTOR TO PROVIDE COMPLETE ROOFING PACKAGE PER MANUFACTURERS RECOMMENDATIONS.
- ROOF ASSEMBLY SHALL COMPLY WITH U.L. I-90 AND FM CLASS "B" RATINGS INCLUDING COPING, FLASHING, PARAPET WALL, AND ROOF SYSTEM.
- DO NOT STOCKPILE EQUIPMENT OR MATERIALS ON THE ROOF STRUCTURE, UNLESS APPROVED IN WRITING BY THE ARCHITECT, STRUCTURAL ENGINEER, AND THE TRUSS MANUFACTURER.
- FOR EQUIPMENT COMPRESSOR & CONDENSER REFER TO EQUIPMENT PLAN ON SHEET Q1.1 AND EQUIPMENT SCHEDULE ON SHEET Q2.1.
- GENERAL CONTRACTOR IS TO PROVIDE TEMPORARY CONSTRUCTION PERIMETER GUARDRAIL TO COMPLY WITH CODE OF FEDERAL REGULATIONS 29 CFT 1926, SUBPART M (OSCA), GUARDRAIL TO BE 42" HEIGHT AND BE ABLE TO WITHSTAND 200 POUNDS AT TOP EDGE.
- REFER TO MECHANICAL PLANS FOR VENT PIPE PENETRATION AND CURB DETAILS. ALL ROOF PENETRATIONS SHALL BE THROUGH THE CURBS, UNLESS NOTED OTHERWISE.
- PARAPET ADJACENT TO MECHANICAL EQUIPMENT / ROOF ACCESS TO BE MINIMUM 42" HIGH WHEN WITHIN 10 FEET OF ROOF EDGE.

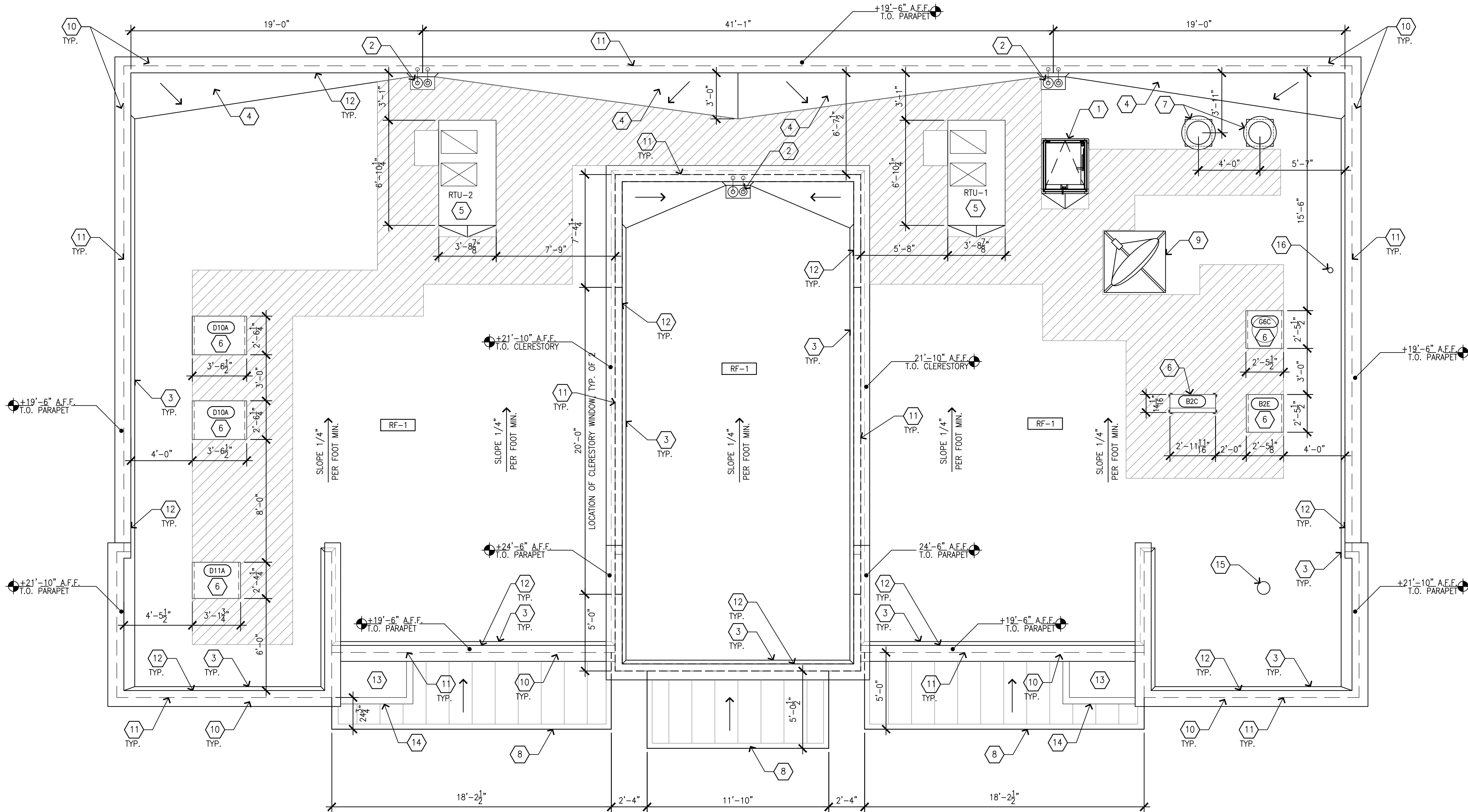
KEYED NOTES

- ROOF HATCH PER DETAIL 7/A4.1
- ROOF DRAIN AND OVERFLOW, REFER TO PLUMBING PLANS
- CANT STRIP PER DETAIL 8/A4.1
- TAPERED INSULATION CRICKET
- ROOFTOP UNIT, REFER TO MECHANICAL PLANS.
- CONDENSER, REFER TO EQUIPMENT AND ELECTRICAL PLAN
- EXHAUST FAN, REFER TO MECHANICAL PLANS
- STEEL CANOPY BELOW, REFER TO SHEET A1.3 FOR DOWNSPOUT LOCATION
- SATELLITE ON BALLASTED CURB
- SHOP FORMED PRE-FINISHED METAL COPING, REFER TO DETAIL 1/A4.1
- FACE OF EXTERIOR WALL BELOW
- FACE OF PARAPET WALL
- METAL LID FLASHING
- STEEL CANOPY GUTTER, REFER TO SHEET A1.3 FOR DOWNSPOUT LOCATION
- ROOF JACK, REFER TO MECHANICAL PLANS.
- GAS WATER HEATER FLUE, REFER TO MECHANICAL PLANS.

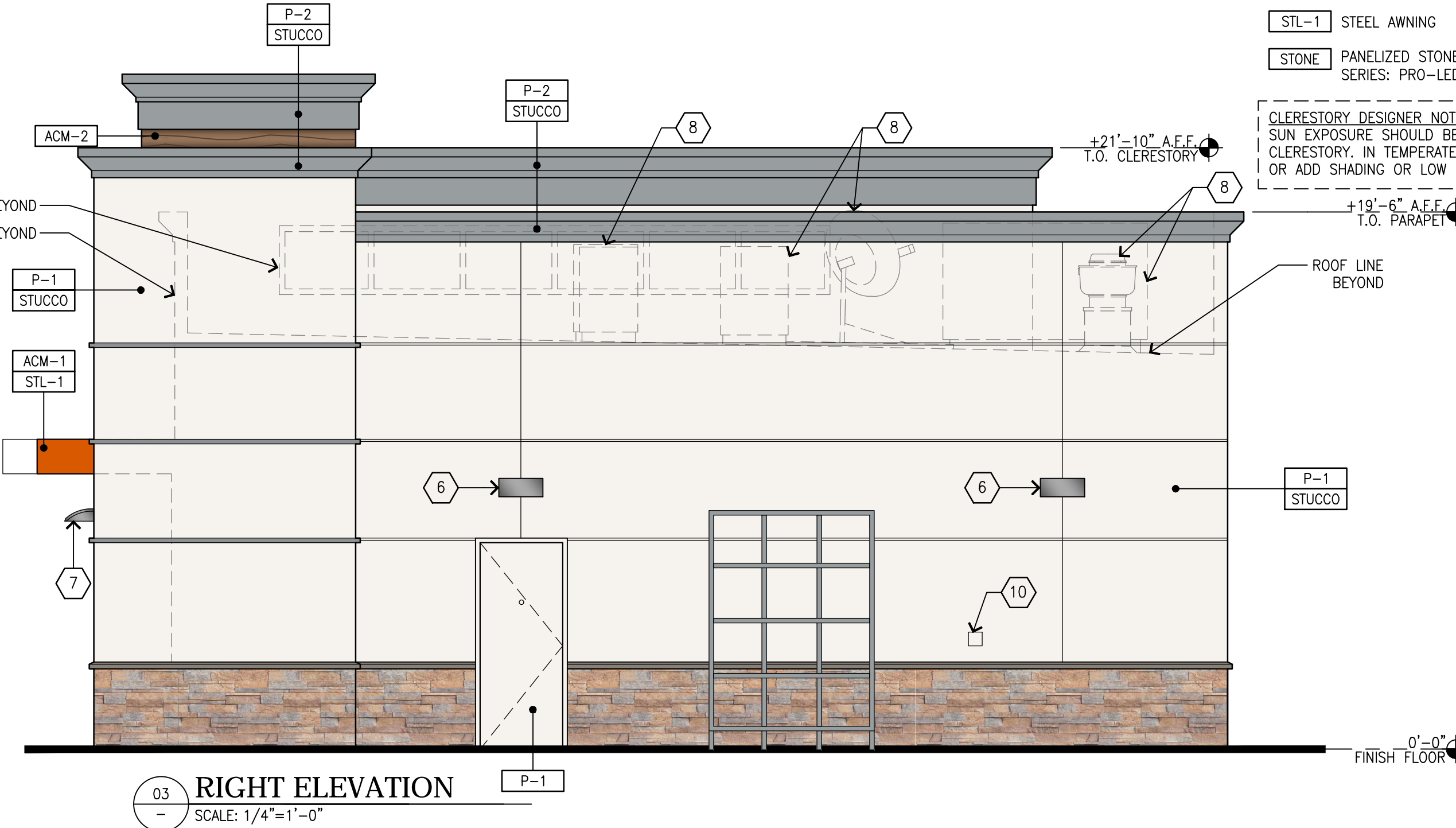
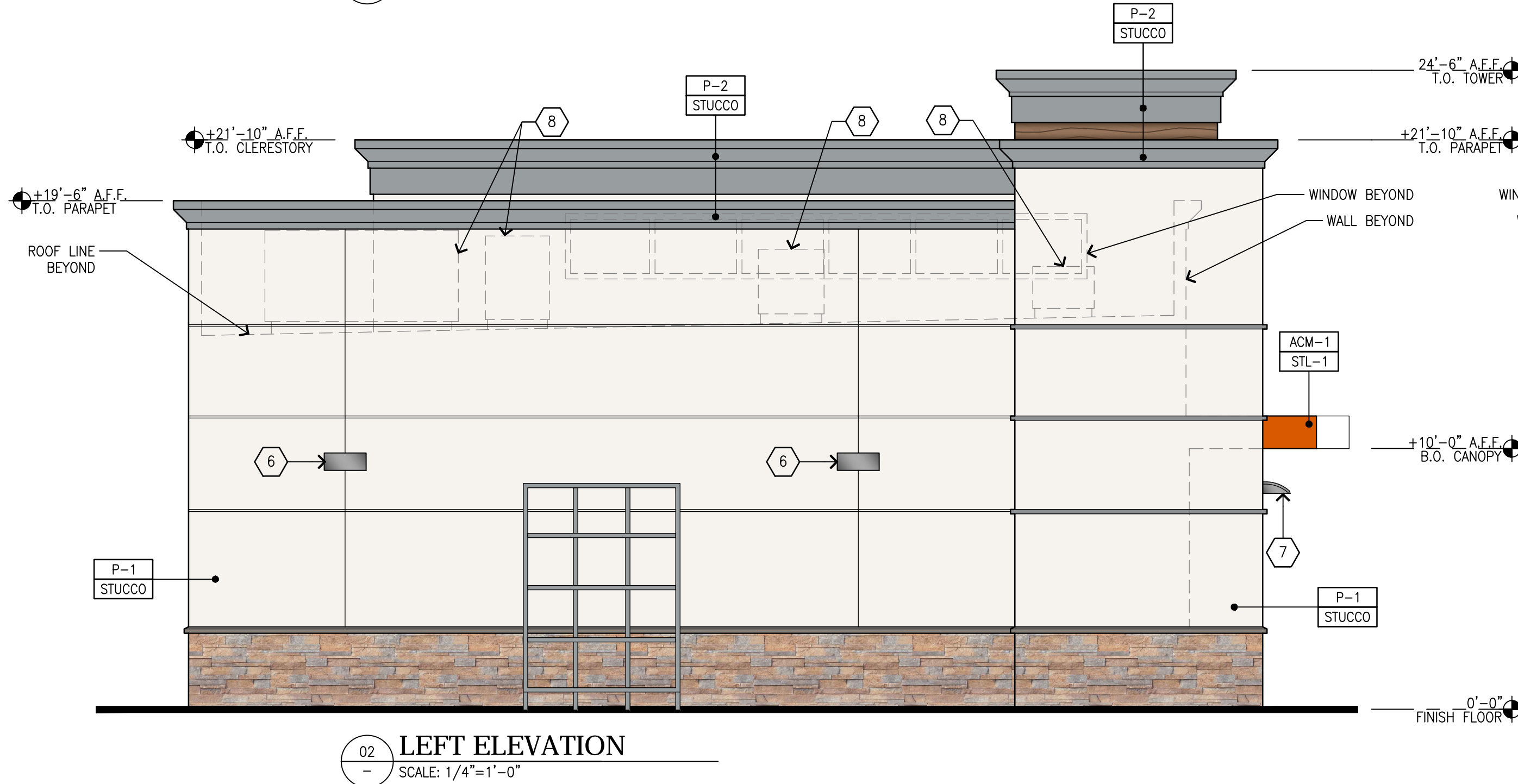
ROOFING

RF-1 TPO ROOFING MEMBRANE WITH PROTECTION BOARD AND RIGID INSULATION. REFER TO SPECIFICATIONS

EQUIPMENT MAINTENANCE PATH



01 ROOF PLAN
SCALE: 1/4"=1'-0"



GENERAL NOTES

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE TO ELEVATIONS.

KEYED NOTES

- 1 ALUMINUM ENTRANCE AND STOREFRONT SYSTEM, REFER TO SHEET AS.1 & SPECIFICATION.
- 2 STEEL AWNING ROD AND CLEVIS
- 3 OVERFLOW DRAIN
- 4 WALL POSTER
- 5 INTERNALLY ILLUMINATED SURFACE MOUNTED WALL SIGN
- 6 WALL MOUNTED LED FIXTURE
- 7 WALL MOUNTED SIGN LIGHTING
- 8 ROOFTOP EQUIPMENT BEYOND
- 9 MAIN SWITCHGEAR
- 10 CO2 FILL/VENT BOX, VERIFY LOCATION PRIOR TO INSTALLATION

COLOR LEGEND

- P-1 BENJAMIN MOORE, OC-69, "WHITE OPULENCE"
P-2 BENJAMIN MOORE, 2121-30, "PEWTER", HIGH GLOSS

MATERIAL LEGEND

- STUCCO 7/8" CEMENT PLASTER, INSTALLED PER MFG. SPECIFICATIONS; TEXTURE: FINE SAND FINISH
ACM-1 ALUMINUM COMPOSITE MATERIAL, PANTONE PMS 166c, "ORANGE"
ACM-2 ALUMINUM COMPOSITE MATERIAL, ALUCOBOND, "RUSTIC WALNUT"
ALUM CLEAR ANODIZED ALUMINUM
STL-1 STEEL AWNING
STONE PANELIZED STONE VENEER MFR: CORONADO, SERIES: PRO-LEDGE COLOR: "ALASKAN SUNSET"

CLERESTORY DESIGNER NOTE:
SUN EXPOSURE SHOULD BE CONSIDERED FOR WINDOW USE AT CLERESTORY. IN TEMPERATE CLIMATE AVOID SOUTH AND WEST EXPOSURE OR ADD SHADING OR LOW E GLAZING

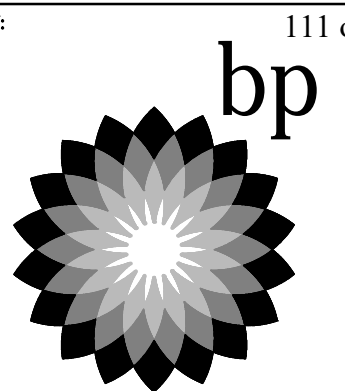
COLOR LEGEND

- P-1 BENJAMIN MOORE, OC-69, "WHITE OPULENCE"
P-2 BENJAMIN MOORE, 2121-30, "PEWTER", HIGH GLOSS

MATERIAL LEGEND

- ACM-1 ALUMINUM COMPOSITE MATERIAL, PANTONE PMS 166c, "ORANGE"
ACM-2 ALUMINUM COMPOSITE MATERIAL, ALUCOBOND, "RUSTIC WALNUT"
STONE PANELIZED STONE VENEER MFR: CORONADO, SERIES: PRO-LEDGE COLOR: "ALASKAN SUNSET"

CLIENT:



18215 72ND AVENUE SOUTH
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

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THIS SHEET IS
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INFORMATION
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DEVELOPMENT INFORMATION:
ARCO NTI
3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:
S AUBURN STREET
@ 180 EXIT 135
COLFAX, CALIFORNIA

FACILITY #TBD

DESIGNED BY: ALLIANCE ZADM:
CHECKED BY: BP REPA:
DRAWN BY: ALLIANCE PM:
VERSION: PROJECT NO: 18400

DRAWING TITLE:
COLOR
ELEVATIONS

SHEET NO:

A2.1

GENERAL NOTES

A. REVEAL LOCATIONS IN FINISH SYSTEM SHOWN ARE TO ALIGN AS CLOSELY AS POSSIBLE TO ELEVATIONS.

KEYED NOTES

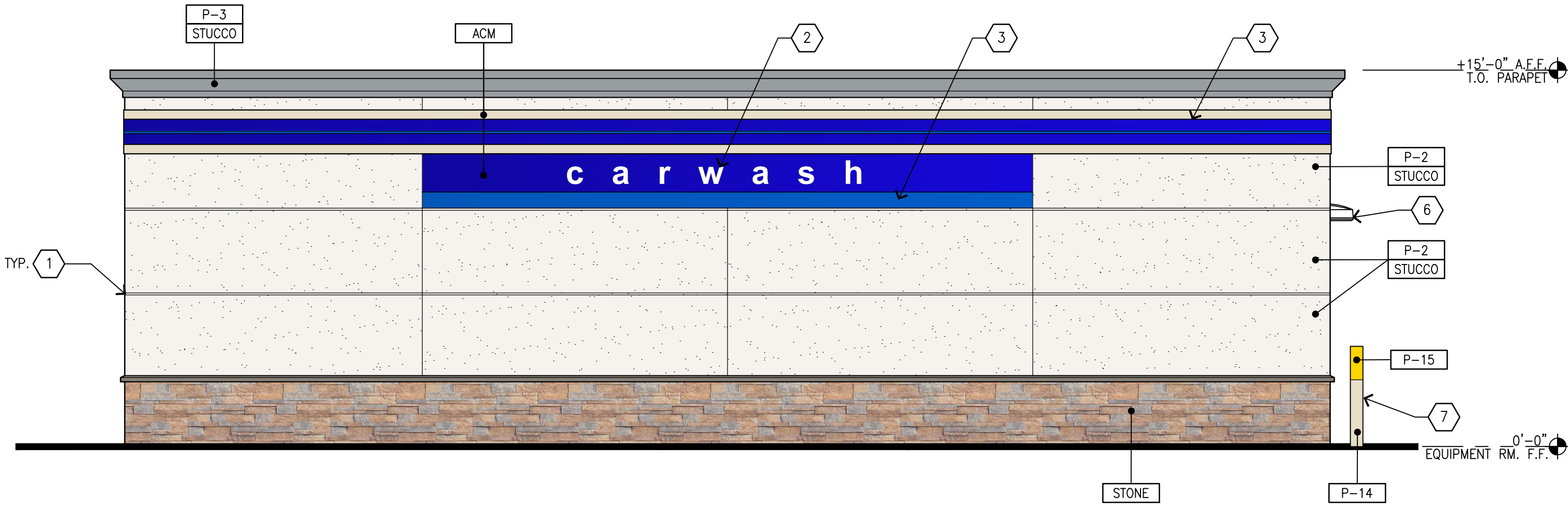
- 1" REVEAL
- VINYL LETTERS APPLIED TO ACM
- VINYL DECAL APPLIED TO ACM
- "NO ENTRY" SIGN
- OVERHEAD CLEARANCE BAR
- WALL MOUNTED LED FIXTURE
- 6" ROUND CONCRETE FILLED BOLLARD, REFER TO DETAIL 5/CWA4.2
- METAL DOOR & FRAME
- INSTRUCTIONAL SIGN PANEL
- VINYL ROLL UP DOOR, COLOR: BEIGE, REFER TO SHEET CW01.1
- WALL MOUNTED LED FIXTURE

COLOR LEGEND

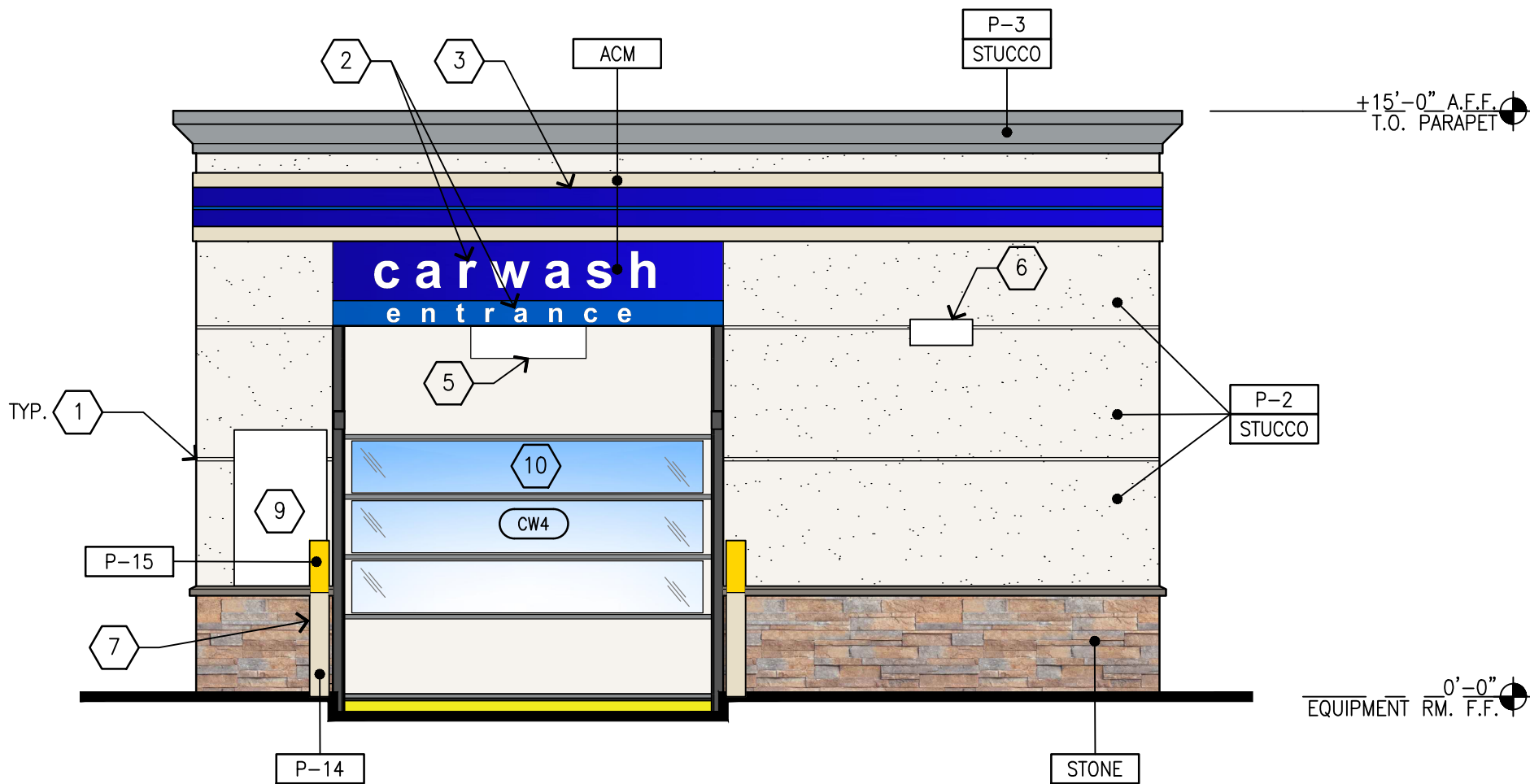
- P-1 BENJAMIN MOORE, OC-69, "WHITE OPULENCE"
- P-2 BENJAMIN MOORE, 2121-30, "PEWTER", HIGH GLOSS
- P-14 BP PEARL - BENJAMIN MOORE, OC-8, "ELEPHANT TUSK"
- P-15 BP YELLOW - BENJAMIN MOORE, 2022-10, "YELLOW"

MATERIAL LEGEND

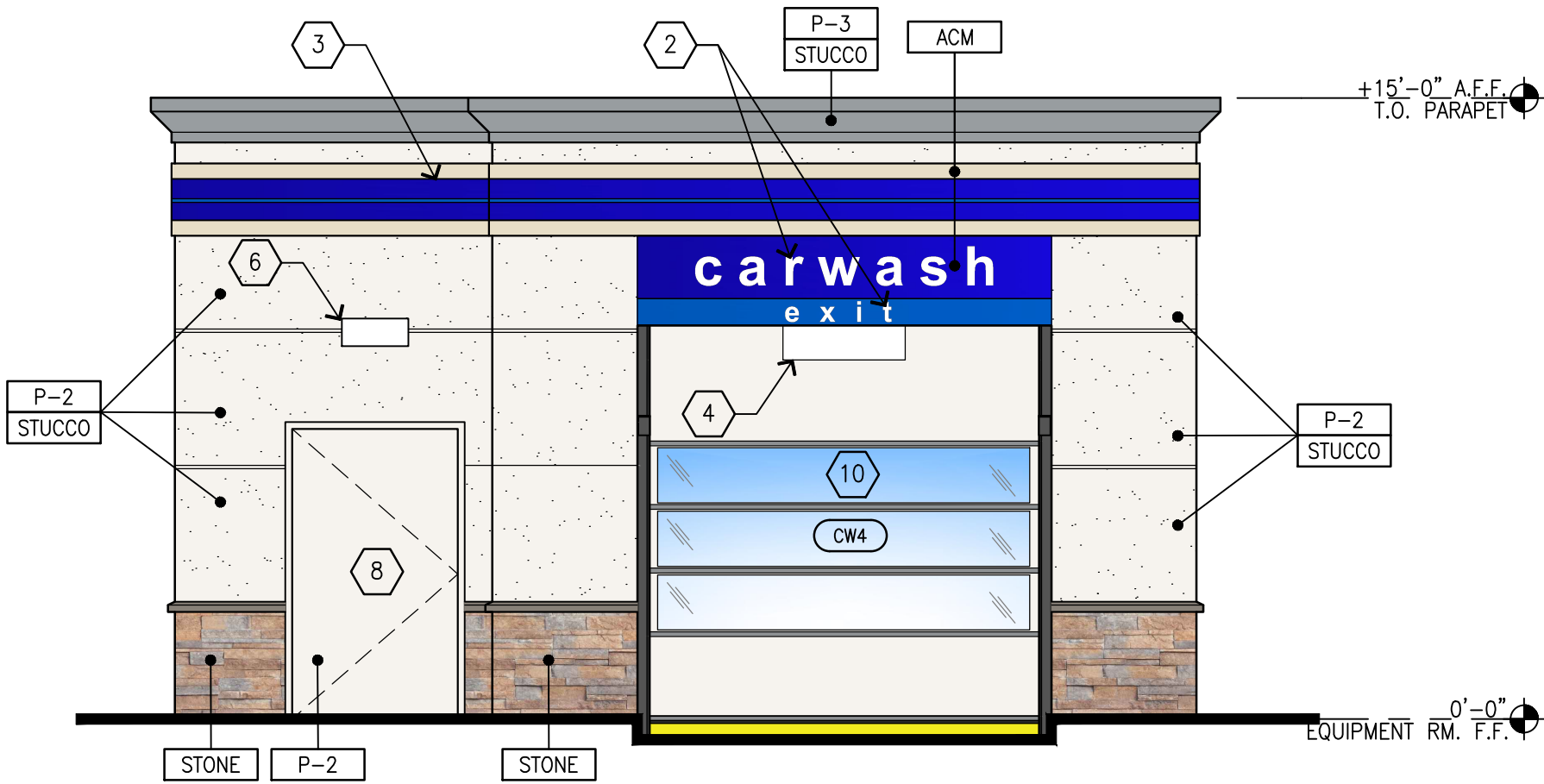
- STUCCO 7/8" CEMENT PLASTER, INSTALLED PER MFG. SPECIFICATIONS, TEXTURE: FINE SAND FINISH
- ACM ALUMINUM COMPOSITE MATERIAL
- STONE PANELIZED STONE VENEER (PROTOTYPE OPTION)
MFR: CORONADO, SERIES: PRO-LEDGE COLOR: "ALASKAN SUNSET"



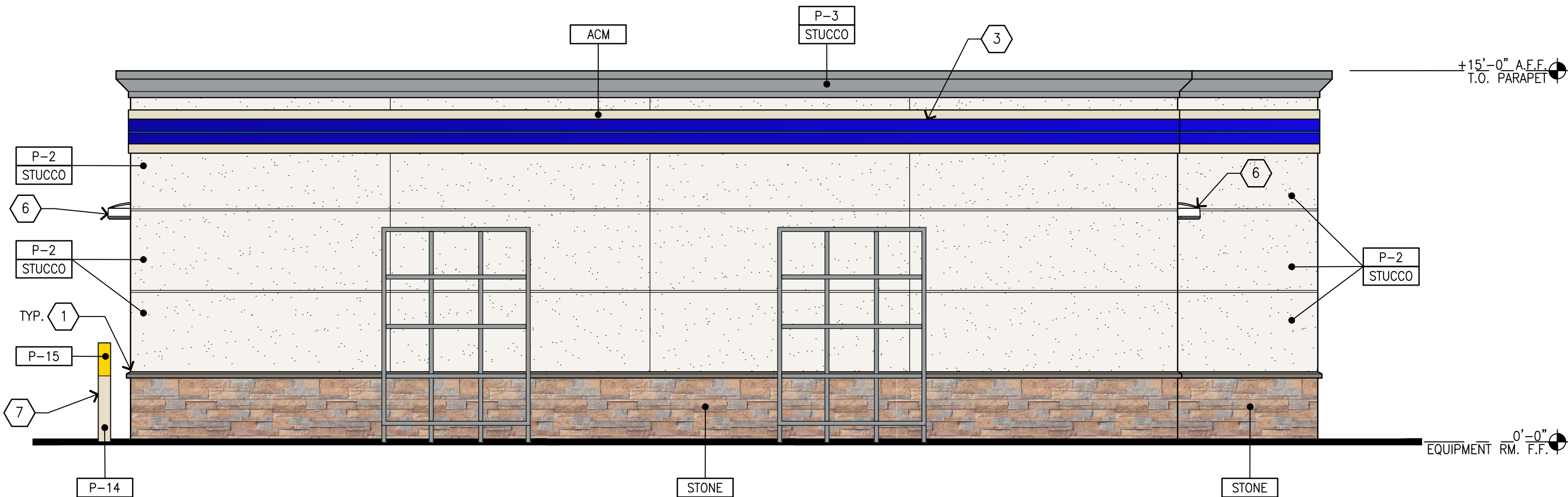
01 RIGHT ELEVATION
SCALE: 1/4"=1'-0"



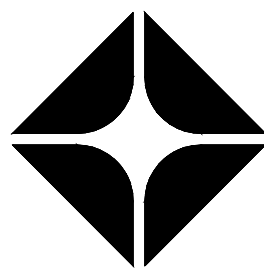
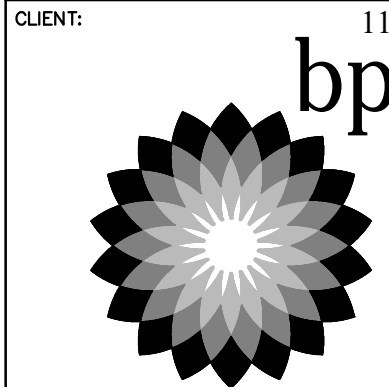
02 FRONT ELEVATION
SCALE: 1/4"=1'-0"



03 REAR ELEVATION
SCALE: 1/4"=1'-0"

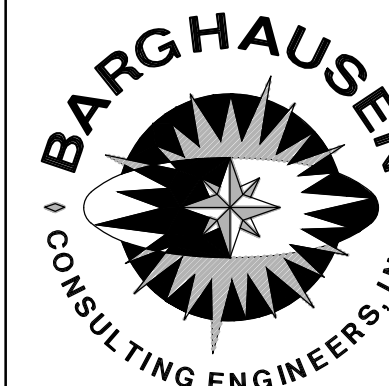


04 LEFT ELEVATION
SCALE: 1/4"=1'-0"



ARCO

BP WEST COAST PRODUCTS, LLC



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(425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING,
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SEAL:

DEVELOPMENT INFORMATION:

ARCO NTI

3000 am/pm
FUEL CANOPY w/ 6 MPD's
24'x48' CAR WASH

SITE ADDRESS:

S AUBURN STREET
@ 180 EXIT 135
COLFAX, CALIFORNIA

FACILITY #TBD

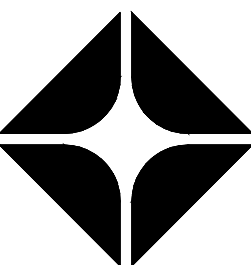
DESIGNED BY:	ALLIANCE ZADN:
CHECKED BY:	BP REPA:
DRAWN BY:	ALLIANCE PM:
VERSION:	PROJECT NO: 18400

DRAWING TITLE:

CAR WASH
COLOR ELEVATIONS

SHEET NO:

CWA2.1



ARCO

BP WEST COAST PRODUCTS, L.L.C.



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KENT, WA 98032
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SEAL

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DEVELOPMENT INFORMATION

ARCO NTI

3000 am/pm
FUEL CANOPY w/ 6 MPD
24'x48' CAR WASH

SITE ADDRESS

S AUBURN STREET
@ I-80 EXIT 135
COLFAX, CALIFORNIA

FACILITY #TBD

DESIGNED BY:	ALLIANCE Z&DM:
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CHECKED BY:	RP REPM:
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DRAWN BY:	ALLIANCE PM:
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VERSION:	PROJECT NO:
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1840

DRAWING TITLE:	
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CANOPY

ELEVATIONS

ELEVATIONS

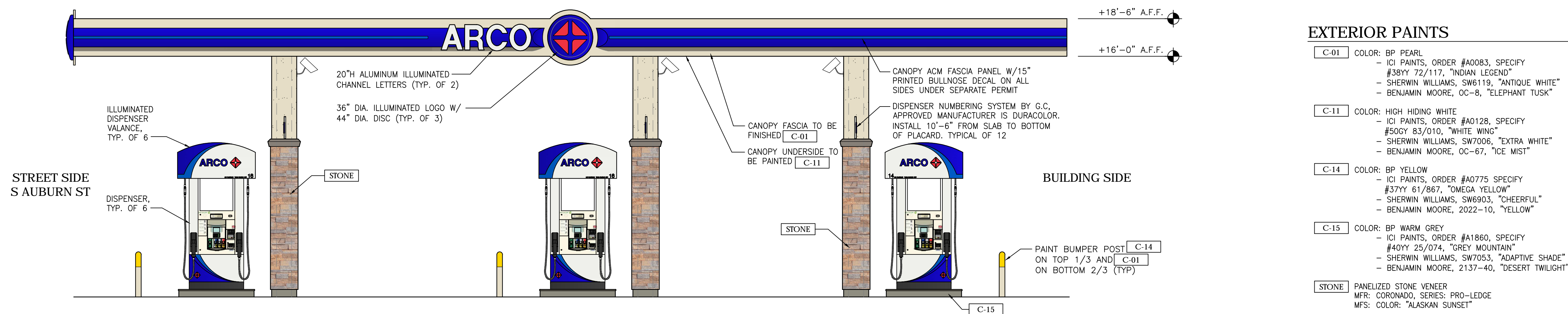
SHEET NO:

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10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

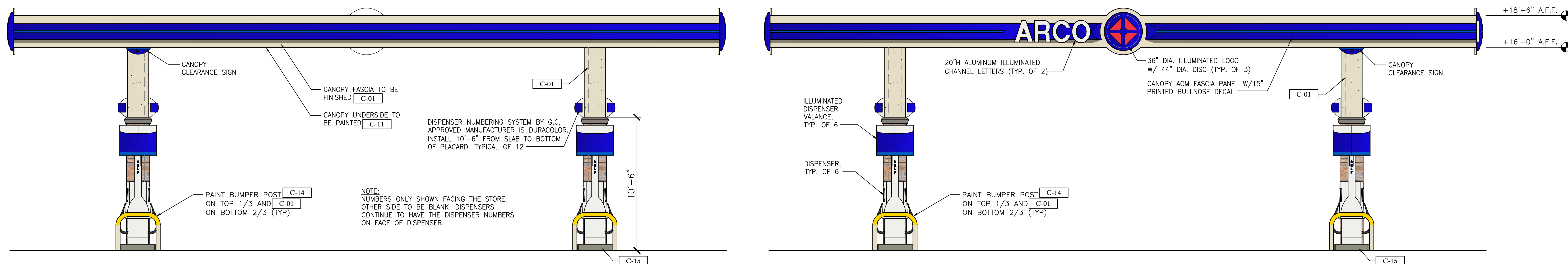
CAS

CA-6



NORTH ELEVATION

SCALE: 1/4" = 1'-0"

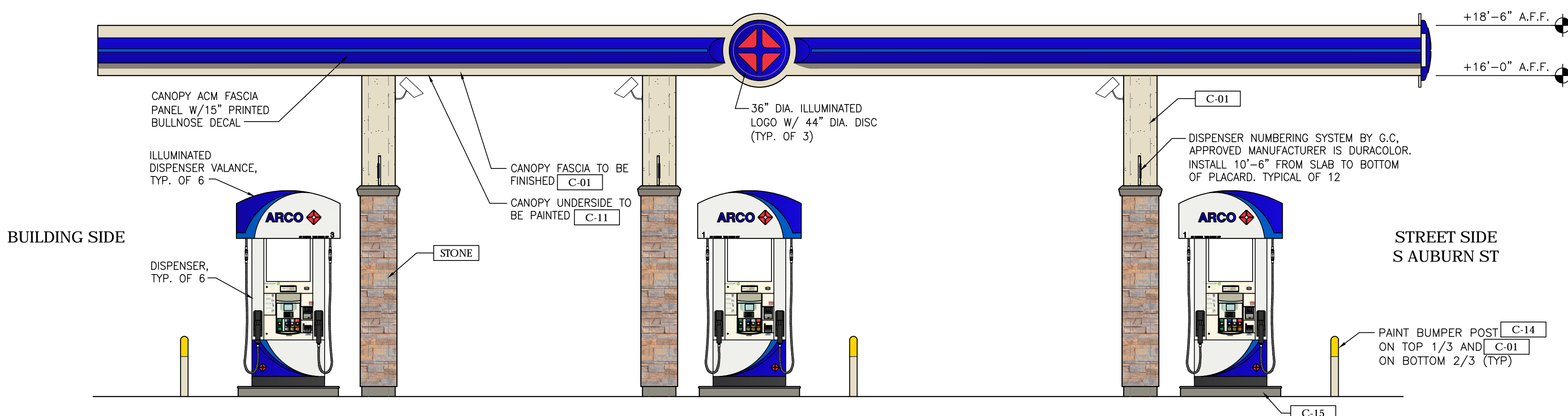


WEST ELEVATION

SCALE: 1/4" = 1'-0"

EAST ELEVATION

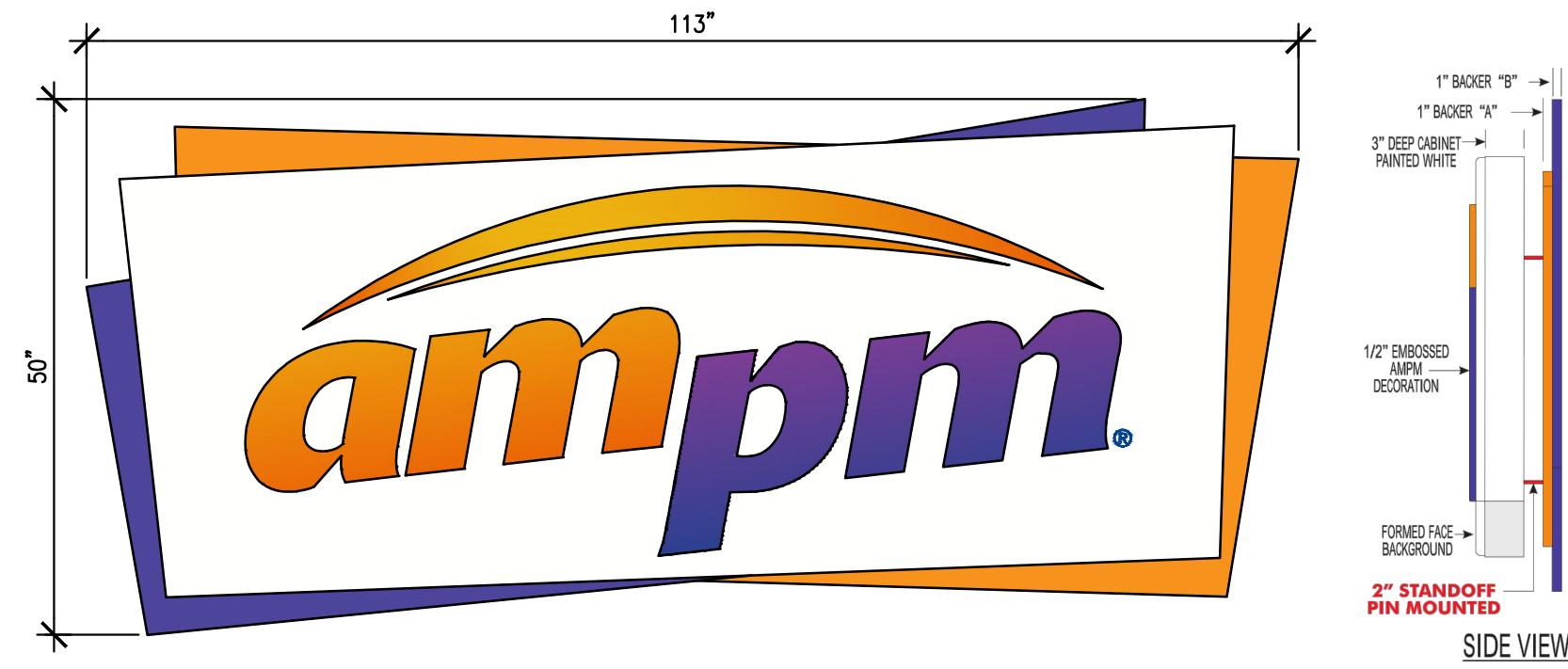
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

[illegible]



A AM/PM SIGNAGE
SCALE: NTS

32.1 S.F. TOTAL

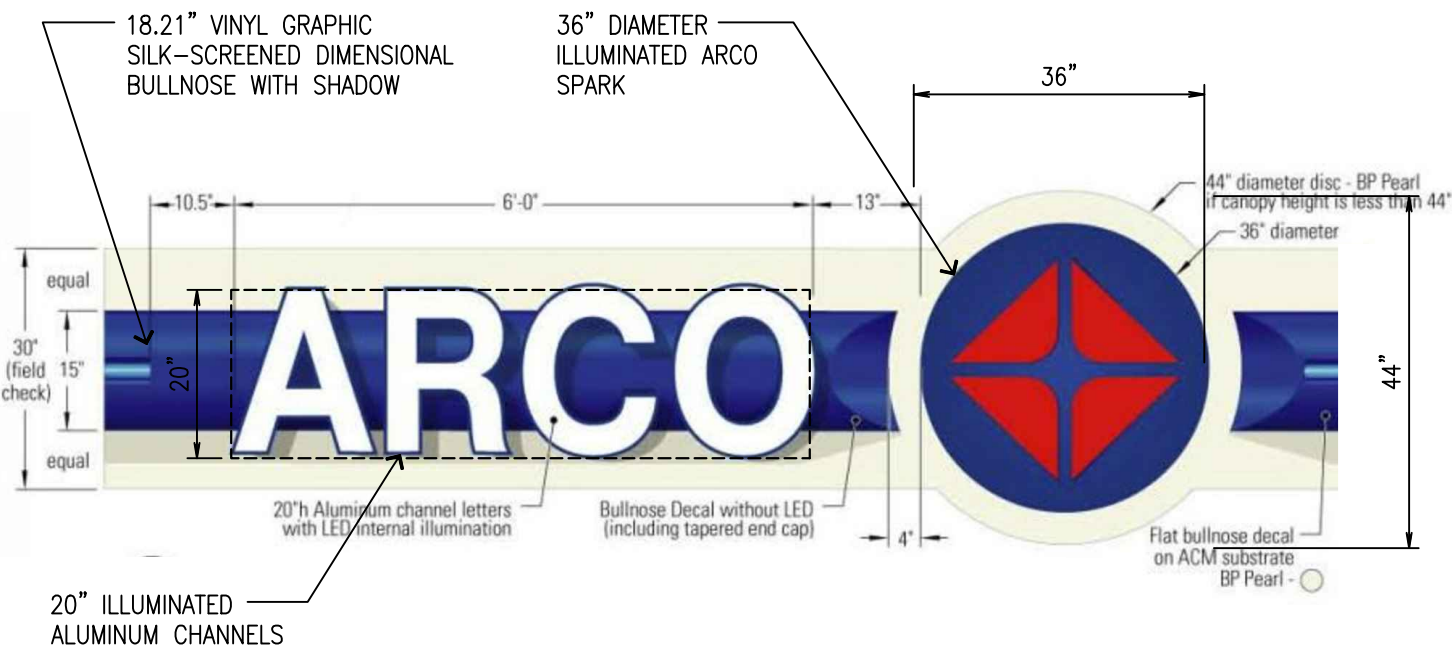


1 PROPOSED WEST ELEVATION
SCALE: 3/16"=1'-0"

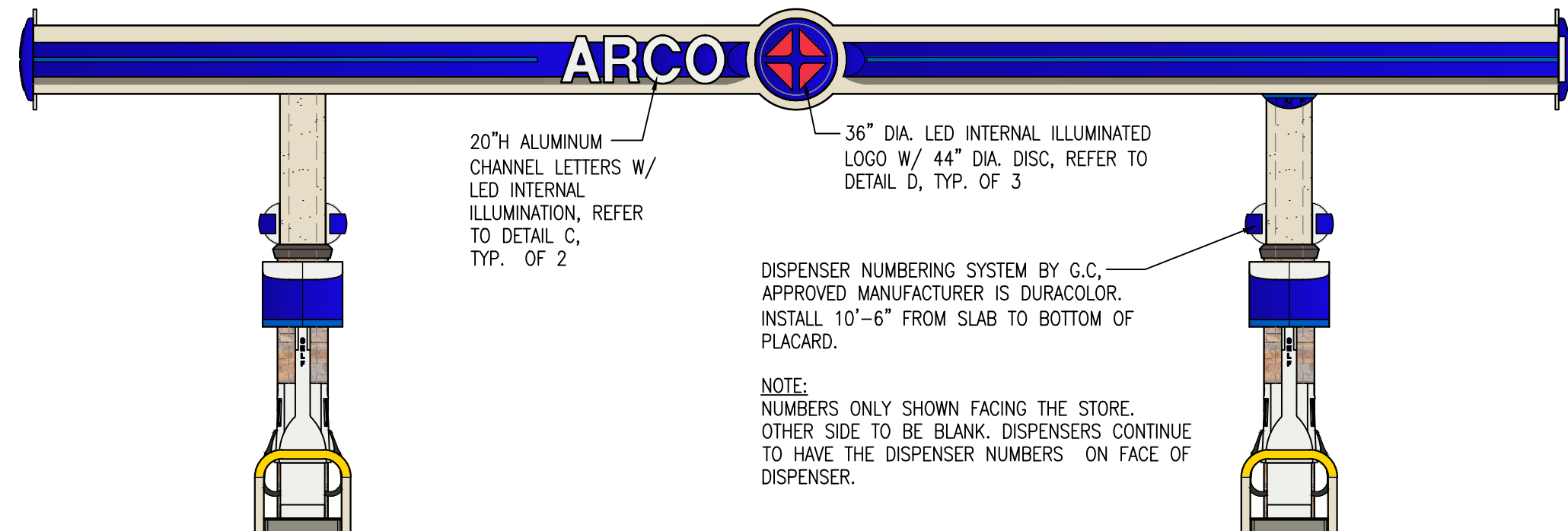
SITE SIGNAGE TABLE			
KEY	SIGN	QTY.	AREA
A	AM/PM SIGNAGE CABINET (32.1 sf ea.)	1	32.1 sf
B	POP SIGN (8.33 sf)	6	50.0 sf
C	CANOPY "ARCO" CHANNEL LETTERS (10 sf ea.)	2	20.0 sf
D	CANOPY SIGN (SPARK) (7.1 sf ea.)	3	21.3 sf
E	MAIN I.D. SIGN/PRICE SIGN (TWO FACES)	1	
H	MAIN CARWASH SIGN	1	11.3 sf
J	CARWASH SIGN	1	6.9 sf
K	CARWASH SIGN	1	6.9 sf
TOTAL:			



B POP SIGN - 8.33 S.F.
SCALE: NTS



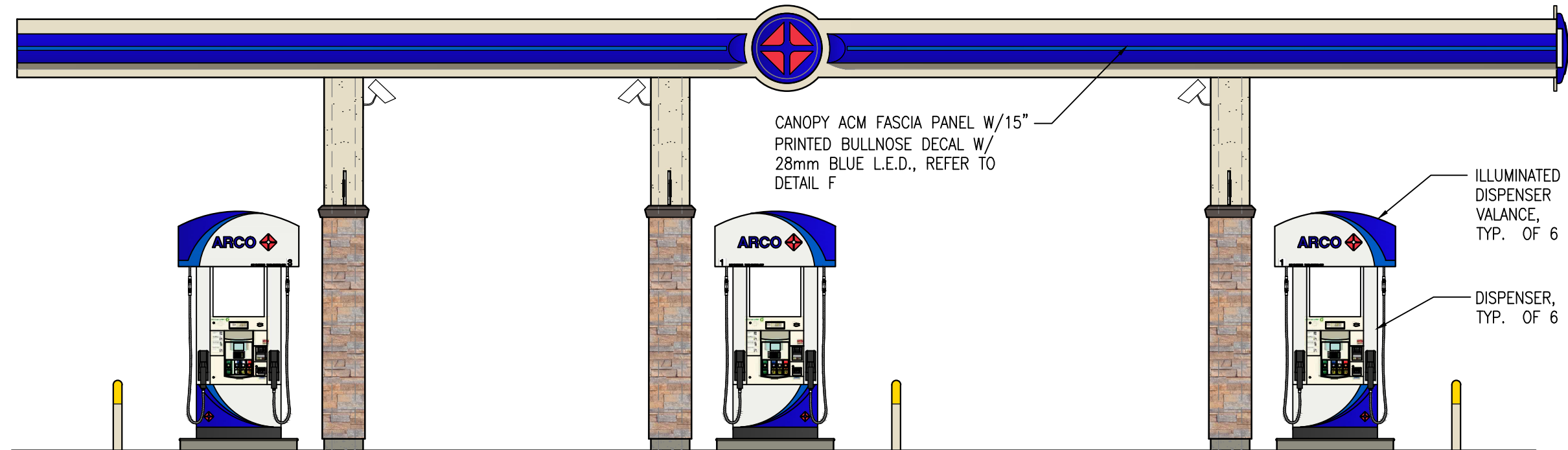
C **D** 20" ILLUMINATED CHANNEL LETTERS W/ 36" ILLUMINATED SPARK LOGO
SCALE: N.T.S.



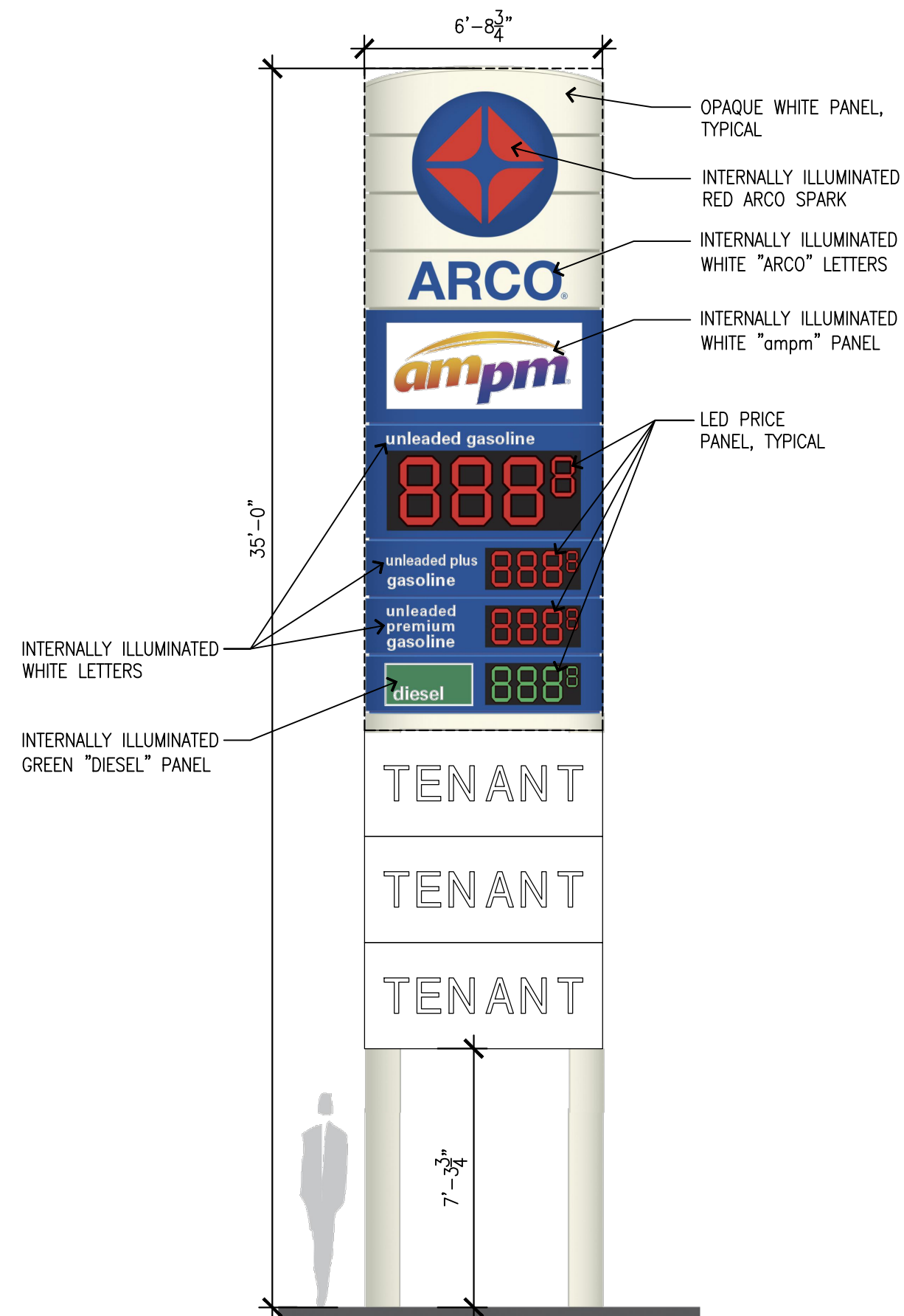
2 EAST CANOPY ELEVATION
SCALE: 3/16"=1'-0"



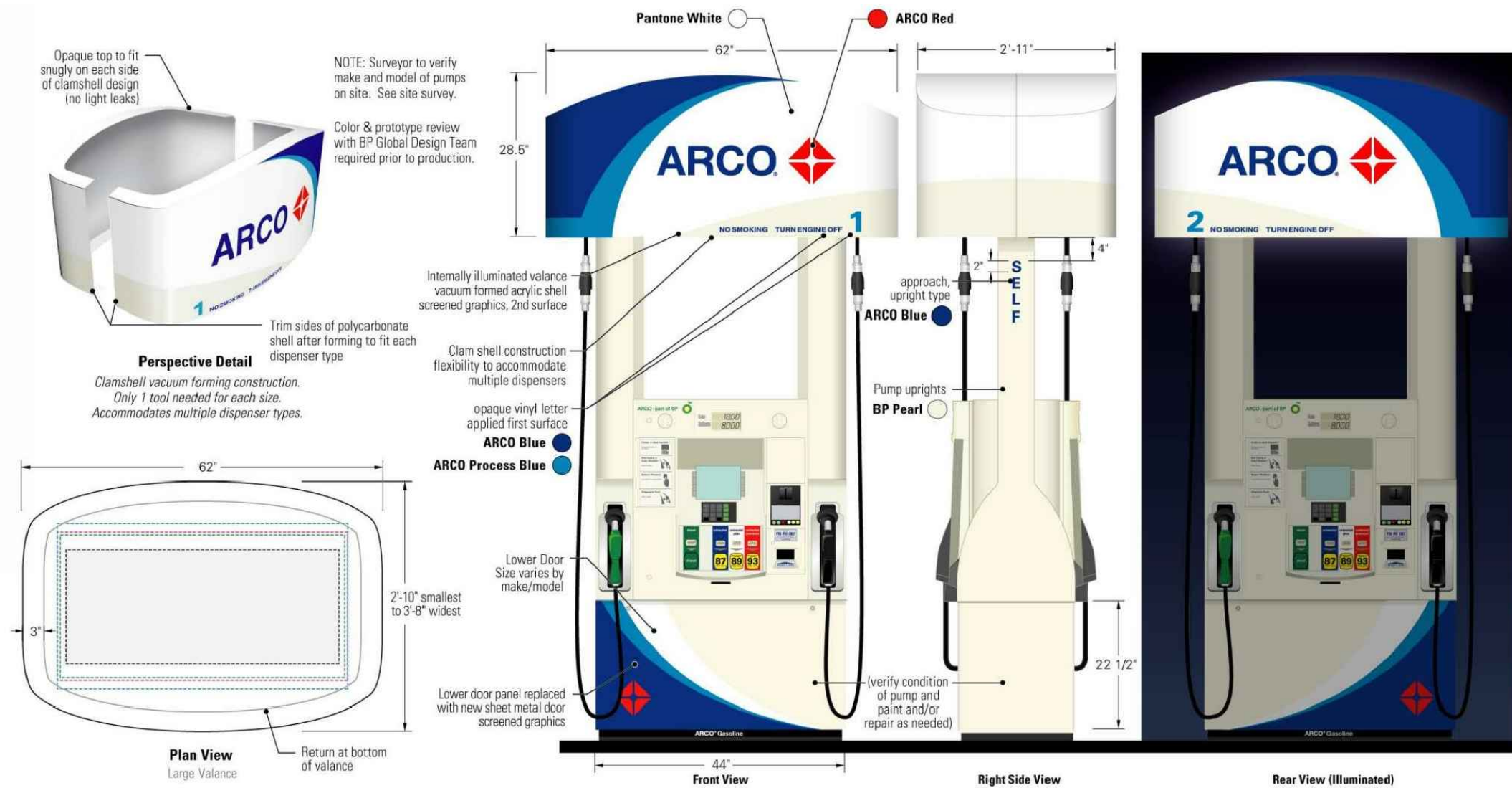
F CANOPY DECAL ON ACM FASCIA
SCALE: NTS



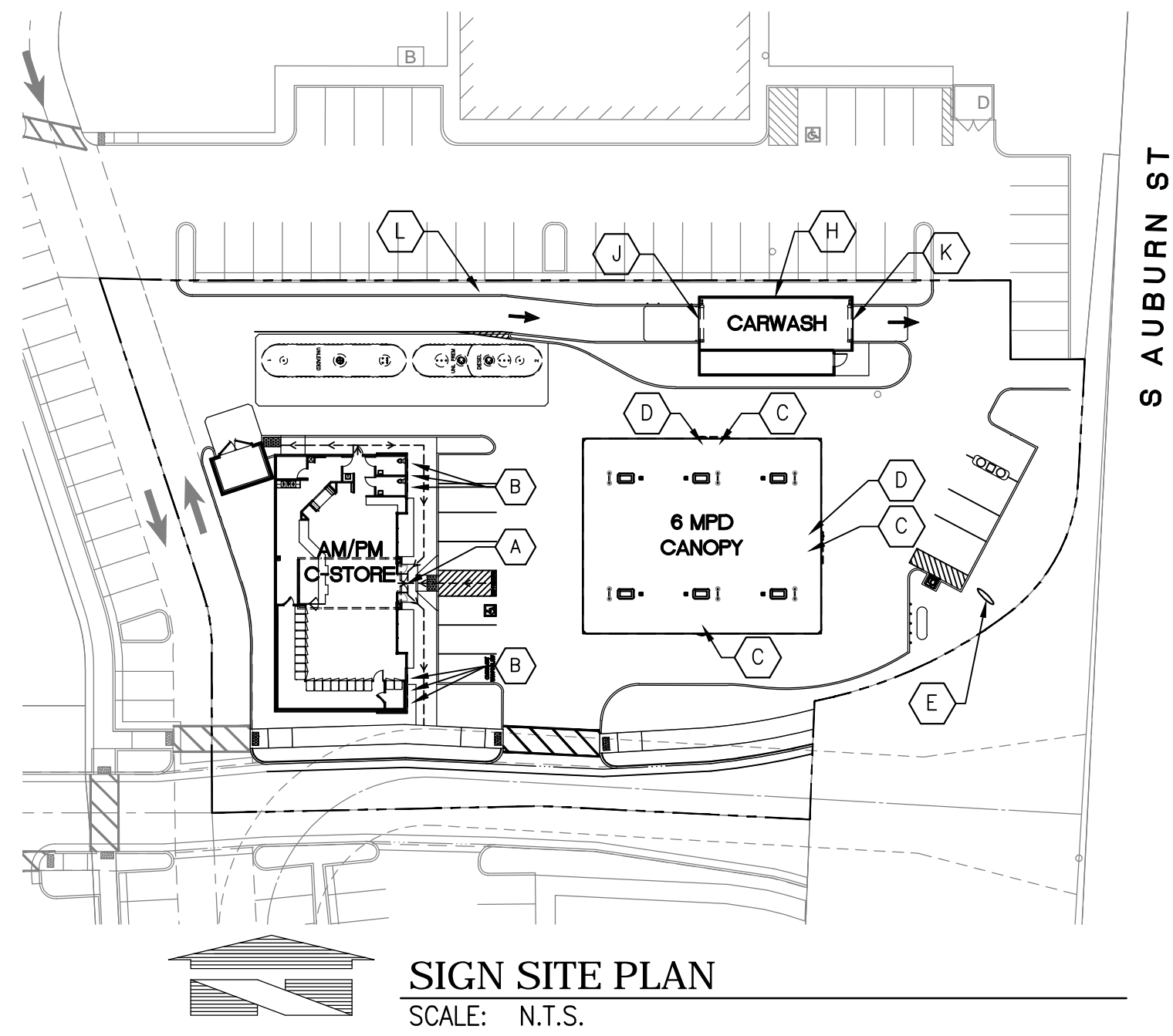
3 SOUTH CANOPY ELEVATION
SCALE: 3/16"=1'-0"



E MAIN IDENTIFICATION/PRICE SIGN
SCALE: 1/4"=1'-0"

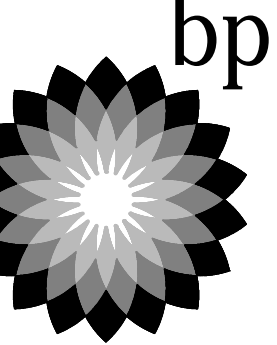




G FUEL DISPENSER GRAPHICS
SCALE: 1/2"=1'-0"



SIGN SITE PLAN
SCALE: N.T.S.

CLIENT:



BP WEST COAST PRODUCTS, LLC



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CIVIL ENGINEERING, LAND PLANNING,
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DRAWN BY: ALLIANCE PM:
VERSION: PROJECT NO:
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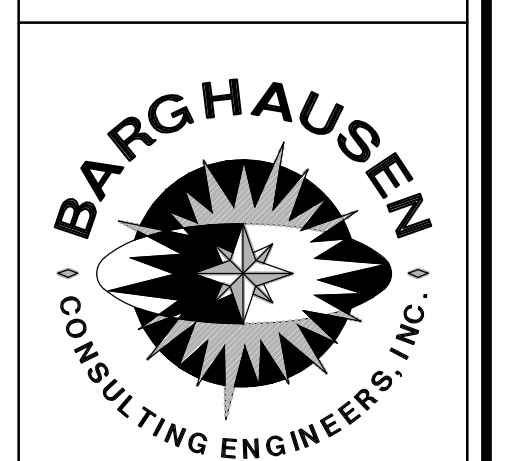
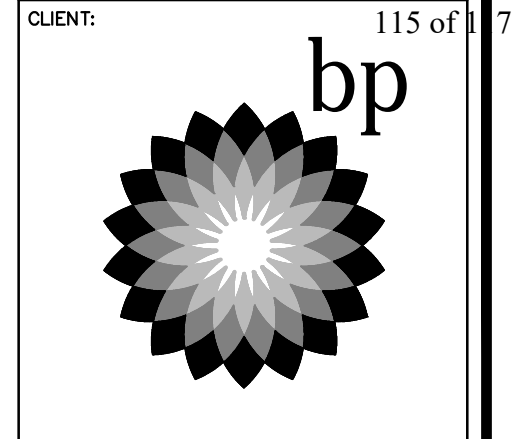
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SIGN PLAN

SHEET NO:
SNA-1

114 of 177

Item 6A

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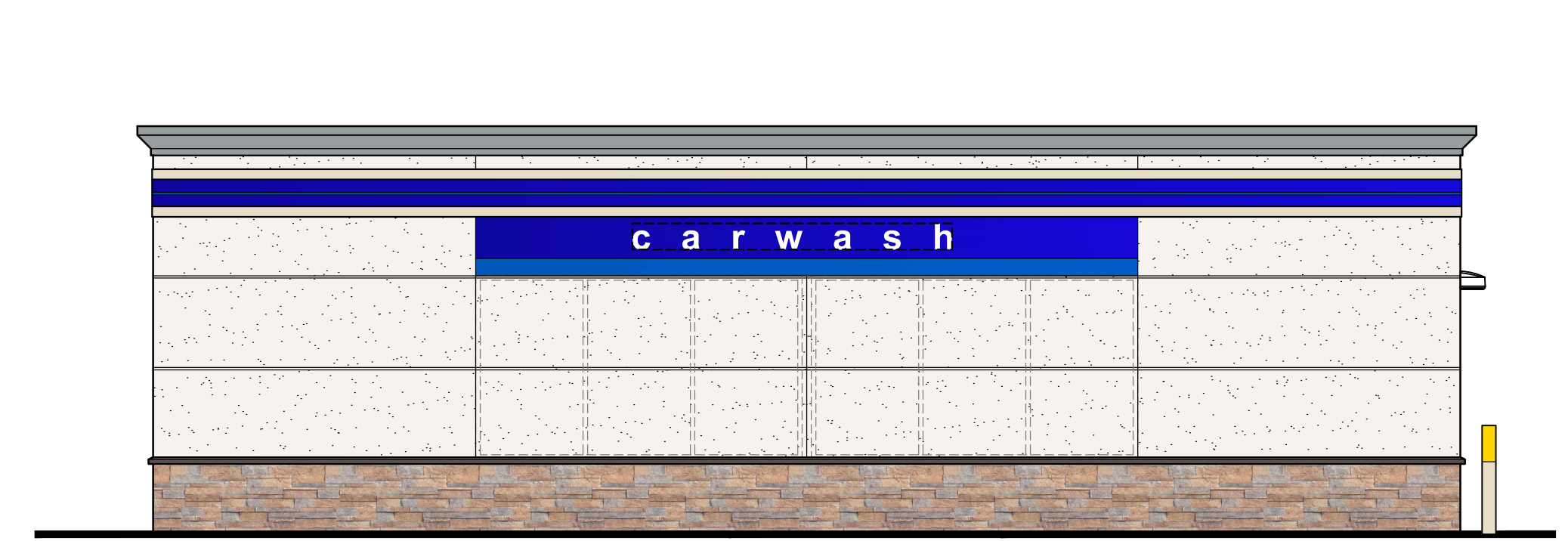
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CHECKED BY: BP REPA:
DRAWN BY: ALLIANCE PM:
VERSION: PROJECT NO:
18400

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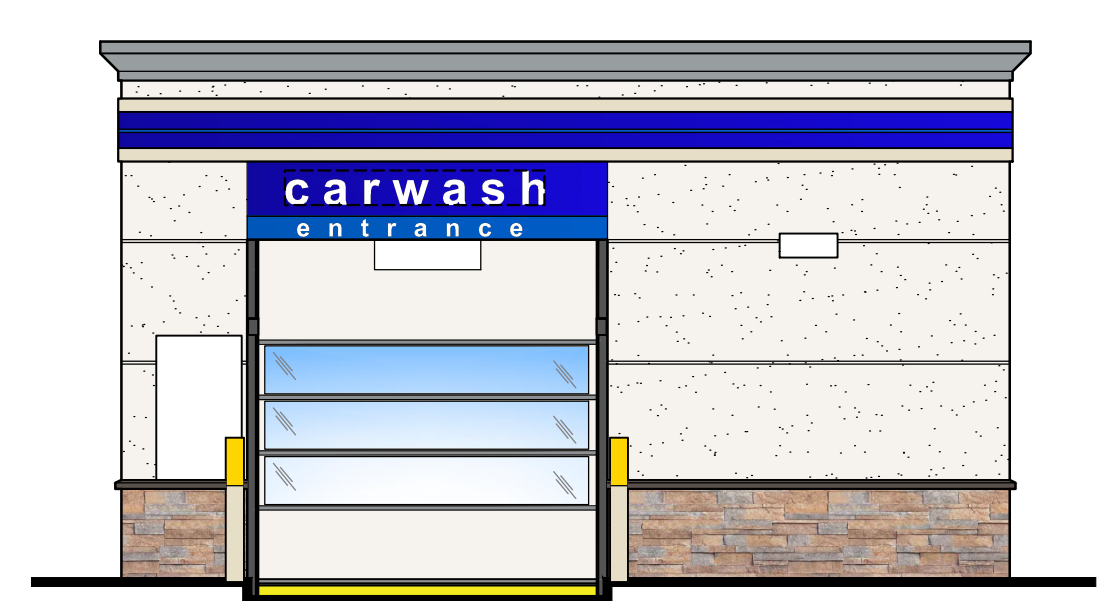
SIGN PLAN

SHEET NO:

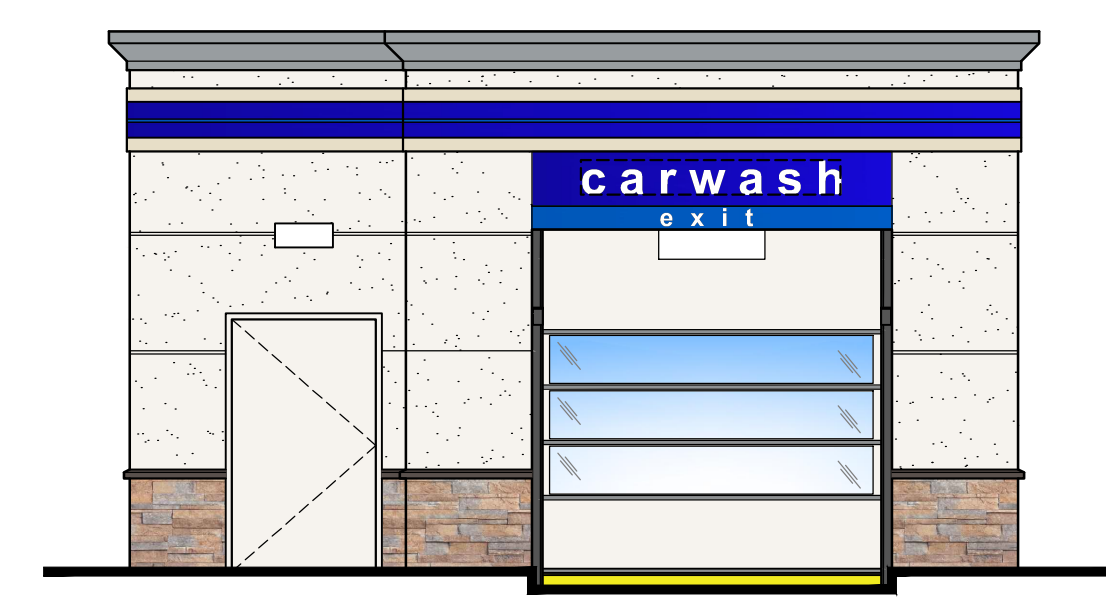
SNA-2



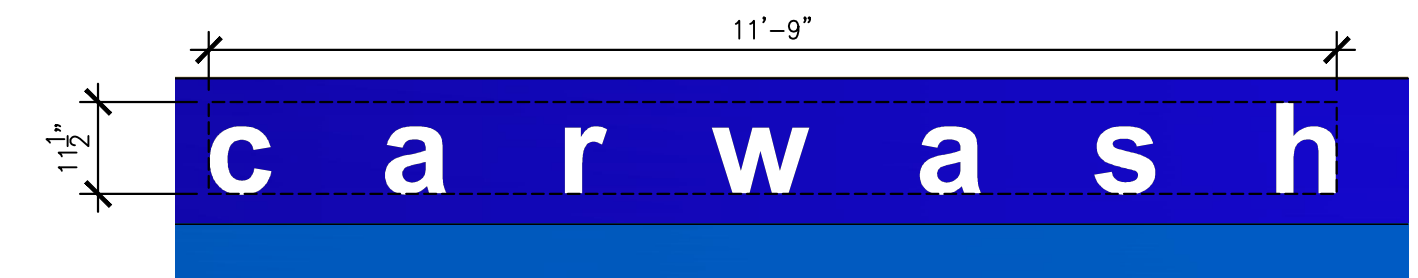
1 NORTH CARWASH ELEVATION
SCALE: 3/16"=1'-0"



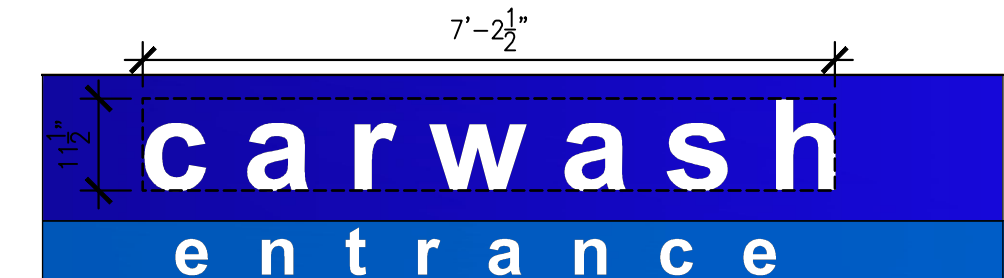
2 WEST CARWASH ELEVATION
SCALE: 3/16"=1'-0"



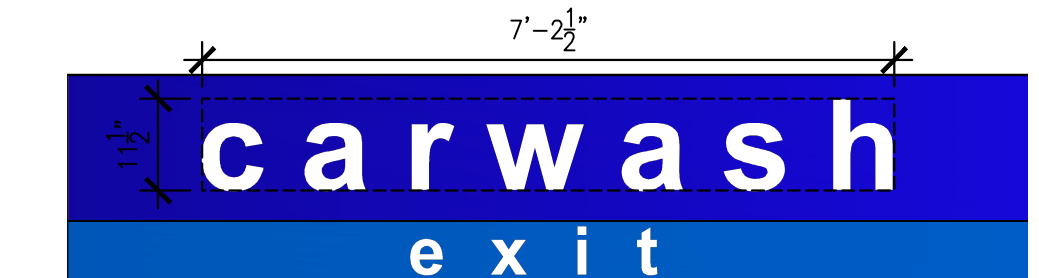
3 EAST CARWASH ELEVATION
SCALE: 3/16"=1'-0"



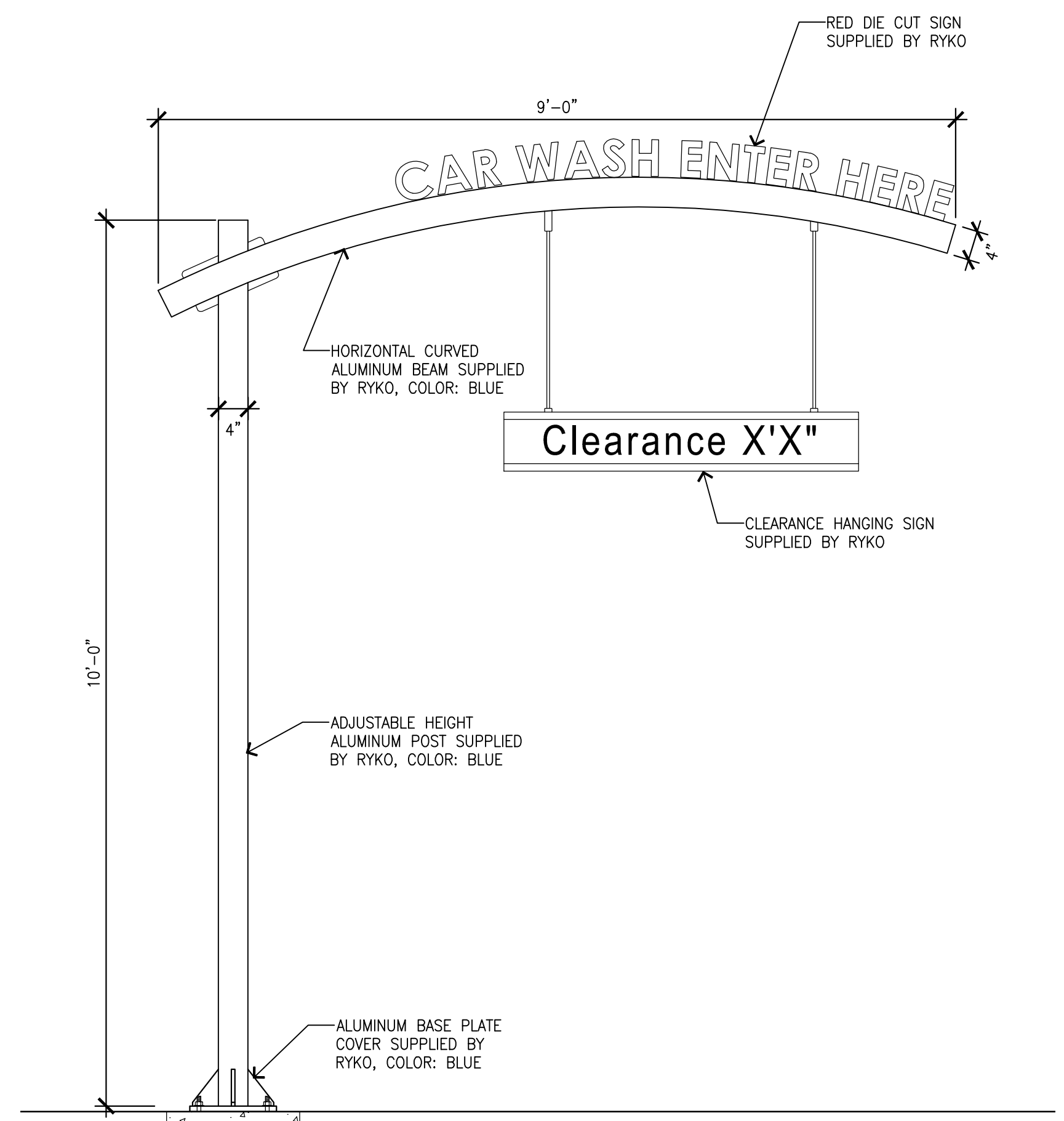
H SOUTH CARWASH SIGN
SCALE: 1/2"=1'-0"



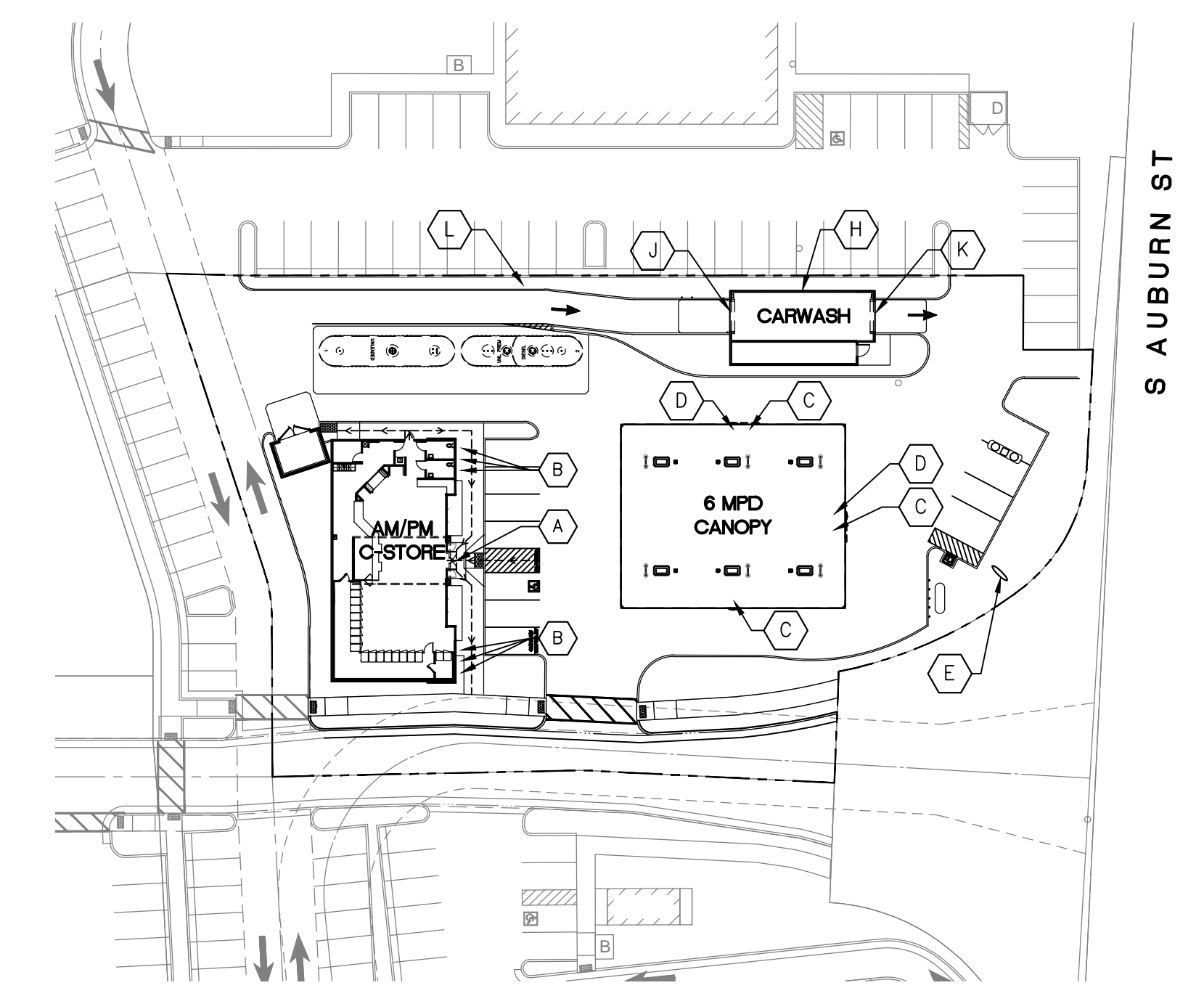
J EAST CARWASH SIGN
SCALE: 1/2"=1'-0"



K WEST CARWASH SIGN
SCALE: 1/2"=1'-0"



L CAR WASH OVERHEIGHT WARNING BAR AND SIGN
SCALE: 3/4"=1'-0"



SIGN SITE PLAN
SCALE: N.T.S.

City of Colfax

City Council

Resolution № 77-2018

APPROVING THE DESGN REVIEW FOR THE ARCO SERVICE STATION AT THE MAIDU VILLAGE DEVELOPMENT PROJECT

WHEREAS, City of Colfax received an application for design review to develop an ARCO service station with convenience mart and car wash to be located on Lot 2 of the Maidu Village Development Project, and

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

WHEREAS, the project as approved allows beneficial use to be made of the site for development, preserves and accentuates the natural features of the property, and provides adequate drainage for the project; and

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

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

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

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

WHEREAS, the proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community; and

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council finds that the Project qualifies for a Mitigated Negative Declaration and that the City Council adopt the Project Mitigated Negative Declaration, and approve the Design Review for the ARCO Service Station with Convenience Mart and Car Wash located on Lot 2 of the Maidu Village Development Project.

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

AYES:

NOES:

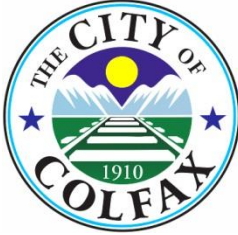
ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Wes Heathcock, City Manager
DATE: November 27, 2018
SUBJECT: Sewer Collection System and Wastewater Treatment Plant Improvements Planning Grant - Engineering Studies Agreement with Wood Rodgers

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$242,650	FROM FUND: 561 (Reimbursed by Grant)
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 78-2018 authorizing the City Manager to enter into an agreement with Wood Rodgers for the Engineering Studies component of the Planning Grant for Sewer Collection System and Wastewater Treatment Plant Improvements in an amount not to exceed \$242,650 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 first part of the grant request involves the planning component of the project. The application was submitted for the \$500,000, the maximum value available for planning. The initial step will be conducting engineering studies including the following tasks:

TASK 1 – Engineering Studies – I&I Evaluation

Engineering studies will be prepared to identify, to the greatest extent possible with the funds available, sources of I&I in the City's sewer collection system. This work may include, but may not be limited to:

- Research and collection of historic records including as-built drawings, sewer system flow data from 3 of 27 SCADA data and sewer evaluation reports. It is assumed that these records and reports will be provided to the consulting firm by the City.
- Evaluation of data collected for this project including flow meters, CCTV inspections, smoke testing and manual flow source tracing such as dye tests.
- Update the City's existing sewer models based on historic and current data.
- Along with identifying sources of I&I- data, models and engineering analysis will be used to update the City's Sewer Evaluation and Capacity Assurance Plan (SECAP).
- A technical memo will be prepared that lays out the cost benefit and useful life of various collection system rehabilitation alternatives such as cured-in-place pipe (CIPP) and manhole lining, pipe bursting, pipe/manhole linear excavation replacement, and other alternatives as appropriate.

Deliverables

- *Updated sewer system model*
- *Updated SECAP Study/Report*
- *Technical Memo: Alternatives & recommendations for pipeline and manhole rehabilitation to mitigate I&I, including an evaluation of the cost/benefit and useful life of the alternatives.*

TASK 2 – Preliminary Design**2.1 – I&I Mitigation Project & Lift Station 3 Force Main Replacement**

Utilizing data and information provided in the Engineering Studies (Task 1), prepare preliminary plans for rehabilitation of the sewer collection system. Additionally, prepare plans to replace the remaining original force main pipe segment serving LS3. The plans will contain sufficient information to develop construction cost estimates and remaining engineering costs for the City to prepare a CWSRF construction grant application. The information will include, but may not be limited to, title sheets with the project overview and vicinity map, location and size of pipes and manholes that will be rehabilitated and the method of rehabilitation. The funds obtained by the City through the construction grant application will partially be used to complete any necessary topographic surveys, right-of-entry permits and temporary construction easements, prepare construction plan details and finalize rehabilitation plans and specifications for bidding.

Deliverables

- *Preliminary design plan*
- *Construction and final design cost estimates*

2.2 – WWTP Algae Control System

Work with City staff, wastewater consulting engineer and electrical consulting engineer to identify alternatives for a SAF/DAF system including prospective design/build manufacturers/construction contractors. This task further includes preparation of performance specifications, construction costs estimates and useful life analysis.

Deliverables

- *Technical Memo: Alternatives and recommendation of SAF/DAF system, location*
- *Potential suppliers, required WWTP equipment and design modifications and useful life analysis*
- *Performance specifications and a design/build bid package*
- *Procurement and construction cost estimates.*

2.3 – WWTP Supplemental Solar Power Analysis

Work with City staff and electrical consulting engineer to identify alternatives for a solar array including prospective design/build manufacturers/construction contractors. This task further includes site

topographic survey, geotechnical analysis, preparation of performance specifications, construction cost estimates and useful life analysis.

Deliverables

- *Technical Memo: Alternatives and recommendation solar system, location, potential suppliers, required WWTP equipment and design modifications and useful life analysis.*
- *CAD files of topographic survey and report from geotechnical analysis*
- *Performance specifications and a design/build bid package*
- *Procurement and construction cost estimates.*

TASK 3 – Project Management

Provide project management services for the planning and preliminary design phase of the project. This work includes meeting coordination and attendance, overseeing consultant work, working with City staff, preparing draft Council reports and resolutions and working with SWRCB staff.

3.1 – Meetings

Attend preliminary design meetings, Council meetings, site meetings with potential design/build contractors and meetings with SWRCB staff. For estimating purposes, a total of ten, four-hour, meetings is assumed.

3.2 – Project Coordination & Documentation

Coordinate and provide communication between project stakeholders in the planning stage of the project. This work includes preparation of meeting agendas and minutes, emails and phone calls from/to City staff, consultants, RWRCB staff and potential design/build contractors.

3.3 – Travel and other Reimbursable

This task includes travel mileage to Colfax, plan production, and other incidental costs.

The engineering studies completion 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 January 2019 or sooner. Executing an agreement with Wood Rodgers contingent on RWQCB approval allows the City to move forward quickly.

RECOMMENDATION

Staff has worked with Jim Fletter (Wood Rodgers) in past waste water infrastructure grant projects including the previous I&I rehabilitation project. Based on Jim's past knowledge in the City's collection system, staff believes executing a contract with Wood Rodgers to conduct the planning grant engineering studies will both expedite the project and provide man-hour cost savings based on the consultant's institutional knowledge. Staff is recommending approval of an agreement with Wood Rodgers to perform tasks outlined in an amount not to exceed \$242,650 contingent on Regional Water Quality Control Board grant funding approval.

ATTACHMENTS:

1. Resolution 78-2018
2. Wood Rodgers Proposal
3. Contract

City of Colfax

City Council

Resolution № 78-2018

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH WOOD RODGERS FOR THE ENGINEERING
STUDIES COMPONENT OF THE PLANNING GRANT FOR SEWER
COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT
IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$242,650
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 Wood Rodgers to capitalize on the firm's City of Colfax institutional knowledge thus expediting the project and maximizing man-hour cost savings, in the amount not to exceed \$242,650.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with Wood Rodgers for the engineering studies component of the planning grant for the Sewer Collection System and Wastewater Treatment Plant Improvements Project in the amount not to exceed \$242,650 contingent upon approval of the Regional Water Quality Control Board grant funding.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 12th day of December, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



November 28, 2018

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

**RE: Sewer Collection System and WWTP Improvement Project
Professional Services Proposal**

Dear Wes:

We are respectfully submitting this proposal for the subject project which is based upon the anticipated scope of work prepared for the Plan of Study for the State Water Resource Control Board (SWRCB). The work is summarized as follows with more detail provided in the "Scope of Work" section of this proposal letter.

- 1) Prepare engineering studies and modelling of the sewer collection system to identify, to the greatest extent possible, sources of storm water inflow and groundwater infiltration (I&I) into the collection system. They studies may include but may not be limited to flow monitoring, smoke testing, and CCTV inspections of the collection system.
- 2) Manage the preparation of environmental documentation required to obtain CEQA Plus certification for the project the City governing board and the SWRCB. It is anticipated that a CEQA Plus consultant will be contracted by the City to work collaboratively with Wood Rodgers.
- 3) Prepare preliminary engineering designs for an I&I Mitigation project. The primary purpose of the preliminary design is to compile cost estimates for a construction grant application to SWRCB from the Clean Water State Revolving Fund (CWSRF).
- 4) Prepare preliminary performance specifications for a suspended air floatation (SAF) or dissolved air floatation (DAF) system at the wastewater treatment plant (WWTP). Wood Rodgers will subcontract with consultants for wastewater engineering and an electrical engineering who will work collaboratively with Wood Rodgers and the City. It is further anticipated that the SAF/DAF system will be publicly bid through "design/build" method in conformance with State regulations.
- 5) Prepare preliminary performance specifications for supplemental solar power at the WWTP. Wood Rodgers will subcontract a consultant for electrical engineering who will work collaboratively with Wood Rodgers and the City. It is further anticipated that the solar system will be publicly bid through "design/build" method in conformance with State regulations or through procurement approved by the SWRCB.

In addition to the above service, Wood Rodgers will collaborate with the City during the preparation, submittal and approval of the CWSRF construction grant, including coordination and meeting attendance with City and SWRCB staff. This proposal does not include scope for project bidding, construction design services, construction management, inspection or testing. Wood Rodgers will provide a separate proposal for these services at the City's request.

Wood Rodgers and its subconsultants (Wood Rodgers Team) are providing the additional design services as a consultant to Client, to be included with the services according to the terms as described under Task 1 and Task 2 in the original Professional Services Proposal provided, and as described herein.

Background

The City of Colfax is applying for a planning grant through the SWRCB for eligible CWSRF grants as Phase 1 of the project. The intent is to rehabilitate the City's sewer collection system with the goal of mitigating I&I entering the system, control algae at the WWTF by installing a SAF/DAF system and supplement the WWTP power supply with a solar array. Wood Rodgers can provide project management services and design services for the I&I Mitigation project. Other specialty consultants, working in collaboration with Wood Rodgers, can provide wastewater treatment engineering services and electrical engineering service for the preparation of performance specification for the SAF/DAF system and the solar array. The goal of Phase 1 is to obtain construction grant funding that will be used in Phase 2 to finalize construction plans, solicit construction bids through the public bidding process and construct the project. Phase 1 will also require the preparation of environmental documentation for CEQA Plus certification and the construction grant application itself.

Scope of Work

TASK 1 – Engineering Studies – I&I Evaluation

Engineering studies will be prepared to identify, to the greatest extent possible with the funds available, sources of I&I in the City's sewer collection system. This work may include, but may not be limited to:

- Research and collection of historic records including as-built drawings, sewer system flow data from SCADA data and sewer evaluation reports. It is assumed that these records and reports will be provided to Wood Rodgers by the City.
- Evaluation of data collect for this project including flow meters, CCTV inspections, smoke testing and manual flow source tracing such as dye tests.
- Update the City's existing sewer models based on historic and current data.
- Along with identifying sources of I&I- data, models and engineering analysis will be used to update the City's Sewer Evaluation and Capacity Assurance Plan (SECAP).
- A technical memo will be prepared that lays out the cost benefit and useful life of various collection system rehabilitation alternatives such as cured-in-place pipe (CIPP) and manhole lining, pipe bursting, pipe/manhole linear excavation replacement, and other alternative as appropriate.

Deliverables

- *Updated sewer system model*
- *Updated SECAP Study/Report*
- *Technical Memo: Alternatives & recommendations for pipeline and manhole rehabilitation to mitigate I&I, including an evaluation of the cost/benefit and useful life of the alternatives.*

TASK 2 – Preliminary Design

2.1 – I&I Mitigation Project & Lift Station 3 Force Main Replacement

Utilizing data and information provided in the Engineering Studies (Task 1), prepare preliminary plans for rehabilitation of the sewer collection system. Additionally, prepare plans and to replace the remaining original force main pipe segment serving LS3. The plans will contain sufficient

information to develop construction cost estimate and remaining engineering costs for the City to prepare a CWSRF construction grant application. The information will include, but may not be limited to, title sheets with the project overview and vicinity map, location and size of pipes and manholes that will be rehabilitated and the method of rehabilitation. The funds obtained by the City through the construction grant application will partially be used to complete any necessary topographic surveys, right-of-entry permits and temporary construction easement, prepare construction plan details and finalize rehabilitation plans and specifications for bidding.

Deliverables

- *Preliminary design plan*
- *Construction and final design cost estimates*

2.2 – WWTP Algae Control System

Work with City staff to identify alternatives for a SAF/DAF system including prospective design/build manufacturers/construction contractors. This task further includes preparation of performance specifications, construction costs estimates and useful life analysis.

Deliverables

- *Technical Memo: Alternatives and recommendation of SAF/DAF system, location, potential suppliers, required WWTP equipment and design modifications and useful life analysis.*
- *Performance specifications and a design/build bid package*
- *Procurement and construction cost estimates.*

2.3 – WWTP Supplemental Solar Power Analysis

Work with City staff to identify alternatives for a solar array including prospective design/build manufacturers/construction contractors. This task further includes site topographic survey, geotechnical analysis, preparation of performance specifications, construction costs estimates and useful life analysis. The scope and limitations of the geotechnical analysis and subsequent report are provided as Exhibit B.

Deliverables

- *Technical Memo: Alternatives and recommendation for solar system location, potential suppliers, required WWTP equipment and design modifications and useful life analysis.*
- *CAD files of topographic survey and report from geotechnical analysis*
- *Performance specifications and a design/build bid package*
- *Procurement and construction cost estimates.*

TASK 3 – Project Management

Wood Rodgers will provide project management services for the planning and preliminary design phase of the project. This work includes meeting coordination and attendance, working with City staff, preparing draft Council reports and resolutions and working with SWRCB staff.

Mr. Wes Heathcock
November 28, 2018
Page 4 of 5

3.1 – Meetings

Wood Rodgers will attend preliminary design meetings, Council meetings, site meetings with potential design/build contractors and meetings with SWRCB staff. For estimating purposes, a total of ten, four hour, meetings is assumed.

3.2 – Project Coordination & Documentation

Wood Rodgers will coordinate and provide communication between project stakeholders in the planning stage of the project. This work includes preparation of meeting agendas and minutes, emails and phone calls from/to City staff, consultants, RWRCB staff and potential design/build contractors.

3.3 – Travel and other Reimbursable

This task includes travel mileage from Wood Rodgers to Colfax, plan production, and other incidental costs based on Wood Rodgers fee schedule provided in Exhibit A.

Engineering Fee

Wood Rodgers will bill on a Lump Sum (LS) and Time & Material (T&M) basis. Wood Rodgers reserves the right to transfer budget between tasks without affecting the total project budget. Wood Rodgers estimates the following budgets will be required to complete the work described in this amendment proposal:

SCOPE ITEM	ESTIMATED BUDGET	
TASK 1 – Engineering Studies – I&I Evaluation	\$ 73,000.	LS
TASK 2 – Preliminary Design		
2.1 – I&I Mitigation Project & LS2 Force Main Replacement	48,000	LS
2.2 – WWTP Algae Control System	35,000	LS
2.3 – WWTP Supplemental Solar Power Analysis	6,500	LS
2.3a – Survey/Topographic Map	15,000	LS
2.3b – Geotechnical Report	7,900	LS
TASK 3 – Project Management		
3.1 – Meetings	7,600	T&M
3.2 – Project Coordination & Documentation	40,400	T&M
3.3 – Travel and other Reimbursements	5,000	T&M
3.4 – Consultant Markup (10%)	4,250	T&M
TOTAL BUDGET PER THIS PROPOSAL:	\$242,650	

CONDITIONS AND ASSUMPTIONS

1. This scope of work and cost estimate incorporates all anticipated work required under the CWSRF planning grant and does not provide for follow-on work required with the CWSRF construction grant. Wood Rodgers will provide a separate scope for the CWSRF construction grant once the full extent of the project is understood.
2. Nothing in this scope provides for bidding or construction management services.

3. This scope of work does not include work from consultant working in conjunction with Wood Rodgers to prepare environmental documents. It is assumed that the City will contract directly with this consultant for that portion of the work.
4. The City will pay any applicable plan check, inspection, permit and application fees.
5. Coordination for approvals will be provided by the City only. No other agencies will be consulted, coordinated with, or sought out for approvals.
6. Legal review of bidding documents is not included.
7. Expert witness services are not included.
8. The budget for individual task may be moved between task as necessary but the total budget will not be exceeded without prior written approval of both parties. Wood Rodgers, Inc. will not assume responsibility for the use of these costs in budget analysis or be held liable for potential cost increases associated with the development of this project.

We trust this Proposal Amendment is in sufficient detail to meet your needs and we thank you for the opportunity to provide the requested professional services. If you have any questions, please do not hesitate to call.

Sincerely,

IN AGREEMENT WITH THE ABOVE ITEMS

WOOD RODGERS, INC

CITY OF COLFAX



Jim Fletter, PE 73457
Associate Engineer

Wes Heathcock
City Manager



Matthew Spokely, PE 57647
Principal

EXHIBIT "A"



SACRAMENTO FEE SCHEDULE
Effective January 1, 2019

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$245
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$190
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$180
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$145
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$110
CAD Technician III	\$145
CAD Technician II	\$125
CAD Technician I	\$110
Project Coordinator	\$125
Administrative Assistant	\$105
1 Person Survey Crew	\$195
2 Person Survey Crew	\$285
3 Person Survey Crew	\$370
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2020.

EXHIBIT “B”

SCOPE OF WORK FOR GEOTECHNICAL ANALYSIS AND REPORT TO THE CITY OF COLFAX FOR THE WASTEWATER TREATMENT PLANT SOLAR ARRAY SITE

Geotechnical - \$7,900

Field exploration will consist of excavating three (3) to five (5) exploratory test pits across the property with a rubber tired backhoe to maximum depths of 10 feet below the existing ground surface. Test pits will be backfilled immediately after the exploration. Backfill will be loosely placed and the area re-graded to the extent possible with the equipment on hand.

Upon completion of our analyses, a geotechnical investigation report consistent with the requirements of the latest adopted California Building Code (CBC) will be prepared for the project and include the following:

- Description of the project site with the approximate locations of our explorations, shown on a Site Plan.
- Descriptive logs of the explorations performed for this study.
- General summary of the site soils and geology.
- Summary of seismic hazards including site seismicity and parameters for design in accordance with the requirements of the California Building Code. Seismic Design values will be provided based on Site Classification.
- Summary of surface and ground water conditions encountered.
- Site preparation and grading recommendations based on the results of our field exploration and laboratory testing developed for standard spread foundations.
- Foundation design parameters, including minimum depth, width, and anticipated settlements.
- Lateral earth pressures and design parameters, as applicable for planned structures.
- Concrete and concrete slab-on-grade support options.
- Drainage considerations that may affect foundation and concrete slab-on-grade performance.
- Pavement design parameters, if necessary.

We will provide the aforementioned geotechnical investigation services as outlined above for a quote of \$7,900. Field work can typically begin approximately 7 to 10 days from notice to proceed but will also depend on the availability of the excavation contractor.

Our written report will be available within approximately 3 to 4 weeks after the completion of the field investigation. Two wet-stamped copies and one electronic copy will be provided. Construction consultation or client ordered meetings are not a part of this proposal and will be provided on a time and expense basis in accordance with our Standard Fee Schedule provided here as Exhibit 1.

EXHIBIT "1"



NEVADA FEE SCHEDULE
Effective January 1, 2019

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$215
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$185
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$170
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$145
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$135
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$125
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$110
CAD Technician III	\$125
CAD Technician II	\$110
CAD Technician I	\$95
Project Coordinator	\$100
Administrative Assistant	\$80
Construction Project Manager	\$140
Inspector III	\$113
Inspector II	\$100
Inspector I	\$90
Field/Lab Technician IV	\$150
Field/Lab Technician III	\$108
Field/Lab Technician II	\$95
Field/Lab Technician I	\$85
1 Person Survey Crew	\$150
2 Person Survey Crew	\$190
3 Person Survey Crew	\$250
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2020.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 13th day of December, 2018 by and between the City_ of Colfax, a municipal corporation of the State of California ("City") and Wood Rodgers ("Consultant").

RECITALS

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

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

Section 1. Services

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

Section 2. Time of Completion.

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

Section 3. Compensation.

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

Section 4. Professional Ability; Standard of Quality.

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

Section 5. Indemnification.

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

Section 6. Insurance.

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

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

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

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

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

Section 7. Subcontracts.

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

Section 8. Assignment.

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

Section 9. Entire Agreement.

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

Section 10. Jurisdiction.

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

Section 11. Suspension of Services.

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

Section 12. Termination of Services.

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

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

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

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

Section 13. Independent Contractor.

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

Section 14. Ownership of Documents.

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

Section 15. Changes and/or Extra Work.

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

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

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

Section 17. Retention of Records.

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

Section 18. Alternative Dispute Resolution

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

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

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

Section 19. Severability.

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

Section 20. Entire Agreement; Amendment.

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

Section 21. Time of the Essence.

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

Section 22. Written Notification.

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

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

If to Consultant: Wood Rodgers
 3301 C Street
 Sacramento, CA 95816

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 – Engineering Studies – I&I Evaluation

Engineering studies will be prepared to identify, to the greatest extent possible with the funds available, sources of I&I in the City's sewer collection system. This work may include, but may not be limited to:

- Research and collection of historic records including as-built drawings, sewer system flow data from SCADA data and sewer evaluation reports. It is assumed that these records and reports will be provided to Wood Rodgers by the City.
- Evaluation of data collect for this project including flow meters, CCTV inspections, smoke testing and manual flow source tracing such as dye tests.
- Update the City's existing sewer models based on historic and current data.
- Along with identifying sources of I&I- data, models and engineering analysis will be used to update the City's Sewer Evaluation and Capacity Assurance Plan (SECAP).
- A technical memo will be prepared that lays out the cost benefit and useful life of various collection system rehabilitation alternatives such as cured-in-place pipe (CIPP) and manhole lining, pipe bursting, pipe/manhole linear excavation replacement, and other alternative as appropriate.

Deliverables

- *Updated sewer system model*
- *Updated SECAP Study/Report*
- *Technical Memo: Alternatives & recommendations for pipeline and manhole rehabilitation to mitigate I&I, including an evaluation of the cost/benefit and useful life of the alternatives.*

TASK 2 – Preliminary Design

2.1 – I&I Mitigation Project & Lift Station 3 Force Main Replacement

Utilizing data and information provided in the Engineering Studies (Task 1), prepare preliminary plans for rehabilitation of the sewer collection system. Additionally, prepare plans and to replace the remaining original force main pipe segment serving LS3. The plans will contain sufficient information to develop construction cost estimate and remaining engineering costs for the City to prepare a CWSRF construction grant application. The information will include, but may not be limited to, title sheets with the project overview and vicinity map, location and size of pipes and manholes that will be rehabilitated and the method of rehabilitation. The funds obtained by the City through the construction grant application will partially be used to complete any necessary topographic surveys, right-of-entry permits and temporary construction easement, prepare construction plan details and finalize rehabilitation plans and specifications for bidding.

Deliverables

- *Preliminary design plan*

- *Construction and final design cost estimates*

2.2 – WWTP Algae Control System

Work with City staff to identify alternatives for a SAF/DAF system including prospective design/build manufacturers/construction contractors. This task further includes preparation of performance specifications, construction costs estimates and useful life analysis.

Deliverables

- *Technical Memo: Alternatives and recommendation of SAF/DAF system, location, potential suppliers, required WWTP equipment and design modifications and useful life analysis.*
- *Performance specifications and a design/build bid package*
- *Procurement and construction cost estimates.*

2.3 – WWTP Supplemental Solar Power Analysis

Work with City staff to identify alternatives for a solar array including prospective design/build manufacturers/construction contractors. This task further includes site topographic survey, geotechnical analysis, preparation of performance specifications, construction costs estimates and useful life analysis. The scope and limitations of the geotechnical analysis and subsequent report are provided as Exhibit B.

Deliverables

- *Technical Memo: Alternatives and recommendation of solar system, location, potential suppliers, required WWTP equipment and design modifications and useful life analysis.*
- *CAD files of topographic survey and report from geotechnical analysis*
- *Performance specifications and a design/build bid package*
- *Procurement and construction cost estimates.*

TASK 3 – Project Management

Wood Rodgers will provide project management services for the planning and preliminary design phase of the project. This work includes meeting coordination and attendance, working with City staff, preparing draft Council reports and resolutions and working with SWRCB staff.

3.1 – Meetings

Wood Rodgers will attend preliminary design meetings, Council meetings, site meetings with potential design/build contractors and meetings with SWRCB staff. For estimating purposes a total of ten, four hour, meeting is assumed.

3.2 – Project Coordination & Documentation

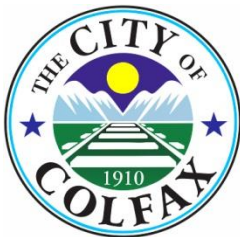
Wood Rodgers will coordinate and provide communication between project stakeholders in the planning stage of the project. This work includes preparation of meeting agendas and minutes, emails and phone calls from/to City staff, consultants, RWRCB staff and potential design/build contractors.

3.3 – Travel and other Reimbursable

This task includes travel mileage from Wood Rodgers to Colfax, plan production, and other incidental costs based on Wood Rodgers fee schedule contained in the service proposal.

Time of Completion

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



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Wes Heathcock, City Manager
PREPARED BY: Chris J. Clardy, Community Services Director
DATE: December 3, 2018
SUBJECT: Sewer Collection System and Wastewater Treatment Plant Improvements Planning Grant - Inflow and Infiltration Flow Meters

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$38,162	FROM FUND: 561 (reimbursed by grant)
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RECOMMENDED ACTION: Discuss and consider adopting Resolution 79-2018 authorizing the City Manager to enter into an agreement with SmartCover Systems for lease and purchase of SmartFLOE meters in an amount not to exceed \$38,162 contingent upon approval of the Regional Water Quality Control Board grant funding.

BACKGROUND AND ANALYSIS:

As explained in Item #6B, City staff has applied for a State Water Board planning grant of up to \$500,000. One of the four categories to be considered for potential funding in the application will improve the Sewer Collection System as reiterated here:

Sewer Collection System Improvements:

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.

In anticipation of approval of the grant engineering services component, Staff is seeking to have the proper equipment available to provide information for the engineers' reports which will review and update the Wastewater Collection System Condition Assessment created in 2010 and develop a construction plan for remaining repairs to reduce I&I. To accomplish this, staff will need to lease 12 flow meter units that will be placed in strategic manholes within the collections system to help identify and locate sources of I&I. The units will be installed and monitored for four months and will allow staff to evaluate data collected and identify areas in need of rehabilitation.

Features that make these sensors unique include the capability to install the sensors above the sewer flow, completely out of the sewage stream, so that they are not subject to debris buildup and fouling. The flow and

velocity data is collected real-time and transmitted by satellite link to a central data repository for time-efficient review of the data and manhole performance. The City can be alerted when sewage rises above the pipe diameter and begins surcharging into the manhole, allowing the City to investigate potential overflows as they are occurring.

Staff solicited quotes from two companies that provide flow monitoring units for lease.

Vendor	Months	Total Cost	With 10% Contingency	Comments
SmartCover Systems	4	\$27,852	\$30,637	SmartFLOE System
Hach	4	\$80,640	N/A	FloDar / FL904

Staff also requests authorization to purchase 4 SmartFLOE units after the study period. These units will be placed in manholes that have a history of Sanitary Sewer Overflows or obstruction by grease. The City can be alerted when sewage rises above the pipe diameter and begins surcharging in the manhole, allowing the City to be proactive and investigate potential overflows before they happen. Funding for the 4 units will be from the grant. After the first year of the purchased units Active Site Management costs would be \$595 annually/per active unit. This cost would only apply if a unit is activated, as there is an option to activate/deactivate each unit.

Vendor	Units	Total Cost	Comments
SmartCover Systems	4	\$ 7,525	SmartFLOE System
Ponton Industries (Hach)	4	\$63,864	FloDar/FL904

RECOMMENDATION

Staff is recommending approval of an agreement with SmartCover Systems for lease of 12 SmartFLOE units over a period of 4 months in an amount not to exceed \$30,637 which contains a 10% contingency. Also, to purchase 4 SmartFLOE units for \$7,525 for continued use in the collection system. The total amount reimbursable by the grant will be \$38,162.

ATTACHMENTS:

1. Resolution 79-2018
2. Quotes

City of Colfax

City Council

Resolution № 79-2018

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SMARTCOVER SYSTEMS FOR THE LEASE AND PURCHASE OF SMARTFLOE METERS IN AN AMOUNT NOT TO EXCEED \$38,162 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 the proper equipment to provide information for the engineers' reports pertaining the sewer collection system pipelines; and

WHEREAS, City staff solicited quotes from two (2) flow meter vendors; and

WHEREAS, SmartCover Systems was the lowest responsive bidder; and.

WHEREAS, City staff is recommending approval of leasing twelve (12) SmartFLOE units for four (4) months and purchasing four (4) units from SmartCover Systems in an amount not to exceed \$38,162.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Colfax authorizes the City Manager to enter into an agreement with SmartCover Systems for the lease of twelve (12) SmartFLOE units and purchase of four (4) units in an amount not to exceed \$38,162.

THE FOREGOING RESOLUTIONS WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 12th day of December, 2018 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk

SmartCover[®] Sewer Monitoring System Budgetary Quotation
I&I Project
(December 1st 2018-March 31st, 2019)

With option to OWN units post project

12 and 24 SmartFLOE™ Units

Prepared for:
City of Colfax, CA

Attention:
Jim Fletter

Offered by:
SmartCover Systems



Quotation Date: 9/20/2018
Offered by: Brogan Quist
Western Regional Manager
Quote Valid: 90 days

SmartCover Systems (SCS) is pleased to provide the following Proposal for:
SmartFLOE™ level and flow monitoring system

The award-winning SmartCover monitoring system is a completely self-contained, turn-key solution developed specifically for the water and wastewater industry in close collaboration with industry leaders.

The SmartCover system was built to solve industry problems at high value and low burden. Providing completely reliable two way wireless communications, the patented SmartCover system provides real-time continuous remote sensing, user-definable alarm settings, an easy-to-use web based interface, and long and short term data collection and analysis. Built to operate at sites that are environmentally difficult, have no power or communications, the SmartCover provides “instant infrastructure” - it can operate virtually anywhere in the world, installs in minutes and is on-line and ready for you immediately.

Unique features of SmartCover include:

- Satellite communications with extremely high reliability
- Data communication from anywhere on earth
- Easily attaches to any manhole or hatch
- No need for confined space entry to install or maintain
- Traffic rated antenna
- No nuisance alarms
- Integration of comprehensive data analysis software
- World Class customer service

Please find in this document:

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Section 1: Pricing Summary:

Project Cost 12 Units

(December 1st, 2018-March 31st, 2019)

Part Number	Description	Unit Quantity	Unit Price Per Month	# of Months	TOTAL
SF-Q-S-15	SmartFLOE™ System Components <ul style="list-style-type: none"> • E-Box System Control with onboard computer, modem, digital radio; fully potted and IP-68 rated. • Distance Sensing Module (DSM) with 4" to 79" sensor range, with 15' cable. • PowerPack®- lithium thionyl chloride battery with high power density. • E-Square™ antenna, including antenna and installation kit. • Mounting bracket kit- three-part amounting bracket set made of heavy gauge, hard-anodized aluminum; includes all mounting hardware. 	12	\$499	4	\$23,952
PowerPack Warranty	4-month PowerPack Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on the PowerPack 	12	Included	4	Included
Parts Warranty	4-month Parts-Only Warranty Limited Parts-Only Warranty on all system SmartLevel™ hardware. See <i>Warranty Statement</i> for complete details.	12	Included	4	Included
ASM-SF1	Active Site Management (ASM), SmartLevel, 4 months: Comprehensive support services including: <ul style="list-style-type: none"> • Software subscription with <i>unlimited number of users</i> accessed with secure user name and password • Complete maintenance of all cloud based software • Regular feature updates and upgrades including the <i>SmartTrend™</i>. • Hosting of data storage – unlimited data storage • Iridium Satellite connectivity service with bi-directional communication. • Advisories, Maintenance Alerts and Alarms via email and/or text message • Ongoing technical support via phone or online. 	12	Included	4	Included
ASM-RD-1Y	SmartRain™, 4 month, per site <ul style="list-style-type: none"> • Radar rain data, 1 km² area, (0.62 miles²) 	6	Included	4	Included
IST-1	Dedicated Customer Website: Initial Set-up & Training (IST) <ul style="list-style-type: none"> • Dedicated Customer Website set-up and training • Browser-based, secure user access • Includes map view, site-specific data and information • Alarm and Advisories set-up • Comprehensive training for login, website features • <i>Includes Telstar Visit during first 3 installations</i> 	1	Included		Included
Installation	Installation of the SmartCover units by local trained technician (Telstar)	12	\$300	4	\$3,600
Freight	UPS Ground shipment for systems (discounted)	12		12	\$300
TOTAL	All items above				\$27,852 (\$2,321 per unit)

Section 1: Pricing Summary:

Project Cost 24 Units

(December 1st, 2018-March 31st, 2019)

Part Number	Description	Unit Quantity	Unit Price Per Month	# of Months	TOTAL
SF-Q-S-15	SmartFLOE™ System Components <ul style="list-style-type: none"> • E-Box System Control with onboard computer, modem, digital radio; fully potted and IP-68 rated. • Distance Sensing Module (DSM) with 4" to 79" sensor range, with 15' cable. • PowerPack®- lithium thionyl chloride battery with high power density. • E-Square™ antenna, including antenna and installation kit. • Mounting bracket kit- three-part amounting bracket set made of heavy gauge, hard-anodized aluminum; includes all mounting hardware. 	24	\$399	4	\$38,304
PowerPack Warranty	4-month PowerPack Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on the PowerPack 	24	Included	4	Included
Parts Warranty	4-month Parts-Only Warranty Limited Parts-Only Warranty on all system SmartLevel™ hardware. See <i>Warranty Statement</i> for complete details.	24	Included	4	Included
ASM-SF1	Active Site Management (ASM), SmartLevel, 4 months: Comprehensive support services including: <ul style="list-style-type: none"> • Software subscription with <i>unlimited number of users</i> accessed with secure user name and password • Complete maintenance of all cloud based software • Regular feature updates and upgrades including the <i>SmartTrend™</i>. • Hosting of data storage – unlimited data storage • Iridium Satellite connectivity service with bi-directional communication. • Advisories, Maintenance Alerts and Alarms via email and/or text message • Ongoing technical support via phone or online. 	24	Included	4	Included
ASM-RD-1Y	SmartRain™, One-Year, per site <ul style="list-style-type: none"> • Radar rain data, 1 km² area, (0.62 miles²) 	6	Included	4	Included
IST-1	Dedicated Customer Website: Initial Set-up & Training (IST) <ul style="list-style-type: none"> • Dedicated Customer Website set-up and training • Browser-based, secure user access • Includes map view, site-specific data and information • Alarm and Advisories set-up • Comprehensive training for login, website features • <i>Includes Telstar Visit during first 3 installations</i> 	1	Included		Included
Installation	Installation of the SmartCover units by local trained technician (Telstar)	24	\$300	4	\$7,200
Freight	UPS Ground shipment for systems (discounted)	24		12	\$350
TOTAL	All items above				\$45,852 (\$1,910 per unit)

Section 1: Pricing Summary:

Purchase Units AFTER Project is Complete

Part Number	Description	Unit Price	Units	TOTAL
SF-Q-S-15	SmartFLOE™ System Components <ul style="list-style-type: none"> • E-Box System Control with onboard computer, modem, digital radio; fully potted and IP-68 rated. • Distance Sensing Module (DSM) with 4" to 79" sensor range, with 15' cable. • PowerPack®- lithium thionyl chloride battery with high power density. • E-Square™ antenna, including antenna and installation kit. • Mounting bracket kit- three-part amounting bracket set made of heavy gauge, hard-anodized aluminum; includes all mounting hardware. 	\$1,200	4	\$4,800
PowerPack Warranty	TWO (2) Year, PowerPack Warranty <ul style="list-style-type: none"> • Limited Parts-Only Warranty on the PowerPack 	Included	4	Included
Parts Warranty	ONE (1) Year, Parts-Only Warranty Limited Parts-Only Warranty on all system SmartLevel™ hardware. See <i>Warranty Statement</i> for complete details.	Included	4	Included
ASM-SF1	Active Site Management (ASM), SmartLevel, One Year: Comprehensive support services including: <ul style="list-style-type: none"> • Software subscription with <i>unlimited number of users</i> accessed with secure user name and password • Complete maintenance of all cloud based software • Regular feature updates and upgrades including the <i>SmartTrend™</i>. • Hosting of data storage – unlimited data storage • Iridium Satellite connectivity service with bi-directional communication. • Advisories, Maintenance Alerts and Alarms via email and/or text message • Ongoing technical support via phone or online. 	\$595	4	\$2,380
ASM-RD-1Y	SmartRain™, One-Year, per site <ul style="list-style-type: none"> • Radar rain data, 1 km² area, (0.62 miles²) 	Included	4	Included
Tax	City of Colfax Tax Rate (7.25%)			\$348
TOTAL	All items above			\$7,525 (\$1,882 per unit)

Section 2: Standard Terms & Conditions

Delivery

- Standard: Six (6) weeks upon receipt of a Purchase Order and with receipt of complete engineering and site information from the customer as requested.
- All customers will be notified of the shipment date upon Order Acknowledgement.
- Actual availability may vary depending on total demand.
- The “Standard Six (6) weeks” is not a guarantee but a good faith estimate. It is strongly recommended that an order be placed as early as possible. Reasonable efforts will be made to provide earlier delivery if requested.

Terms and Conditions

- Late charges: A service charge of 1.5% per month will be added to all unpaid balances 30 days after invoice date. Failure to pay in accordance with these terms may void all warranties.
- Cancellations: for all orders of less than \$10,000, cancellation is accepted prior to shipment. For orders equal to or greater than \$10,000, a 15% restocking charge is applied for cancellation.
- Returns: are accepted with a valid Return Material Authorization (RMA) number only. Contact Customer Service for an RMA number.

Section 3: Ongoing Cost Review

Ongoing Costs

After the first year of operation, the following fees will provide *continued comprehensive services* including *software support, data storage, upgrades, added features, and satellite connectivity*. **PowerPack & System Parts Warranty are optional yet highly recommended.**

These are *annual charges* paid prior to the start of the year.

Part number	Months covered	Payment schedule	Cost per year
Active Site Management (ASM) (Required) Website Access, software subscription, satellite connectivity, data analysis, data storage, trend advisories, maintenance alerts, alarms, online S/C monitoring.			
ASM-SF1R	12	Every year	\$595
ASM-SF2R	24	Every other year	\$1,107
PowerPack Warranty (Optional) PARTS-ONLY , PowerPack Warranty for each installation, offering unlimited replacements during the Warranty term.			
PW-5C1R	12	Every year	\$199
PW-5C-2YR	24	Every other year	\$358
Systems Parts Warranty Extension (Optional) PARTS-ONLY , Warranty for each installation, covers: E-Box System Control, Distance Sensing Module (DSM), antenna, and mounting brackets			
EW-SF1R	12	Every year	\$399
EW-SF2R	24	Every other year	\$742

Section 4: SmartCover® System Description

4.1 Basic Remote Field Unit Hardware

Each SmartCover System includes the following basic remote field unit (RFU) hardware components delivered with each system. Other hardware configurations are available.

- One (1) E-Box system control
- One (1) Ultrasonic Distance Sensing Module (DSM) with connecting cable.
- One (1) communications antenna for direct connection to the Iridium Satellite System.
- One (1) PowerPack™, a proprietary high power density lithium thionyl chloride battery
- One (1) bracket kit for either mounting flat to the underside of the manhole cover or for mounting to the manhole cover vein.
- One installation kit containing all hardware and accessories necessary to mount a single system

Component Descriptions:

E-Box System Control

The E-Box is the system control containing the digital satellite radio, computer and signal processing components. It is fully potted and can be completely submerged in water (IP-68 rated) It is housed in an, ABS enclosure and shock tested to 10 G's.



SmartCover® E Box Control

PowerPack™

The PowerPack™ is a high power-density battery system designed for reliable, consistent delivery of power in the harsh wastewater environment. It is housed in a urethane coated pack containing Lithium Thionyl Chloride primary batteries. Typically, the PowerPack™ provides at least two years of life and generally longer under normal operating conditions. PowerPacks have a 10-year shelf life prior to use.



SmartCover® PowerPack™

Distance Sensing Module (DSM)

The distance sensing module is an ultrasonic distance sensor. It is enclosed and sealed in an ABS housing. It is fully potted and completely water-proof, meeting IP-68 standards. The crystal controlled oscillator sensor is self-calibrating for temperature fluctuations.



There are two distance ranges available.

- The standard range senses between 4" and 79"
- The long-range sensor's range is 11" to 240".

SmartCover® DSM

The DSM has two standard cable lengths of 15' and 25'. Custom lengths are available, application dependent, up to 300'. SCS Application Engineers are available to assist users to determine the correct DSM range, uses and cable lengths.

E-Series™ Antennae

The E-Series™ antennae include the "E-Square" and the "E-Dot" types. Both are traffic rated and designed to mount directly to the manhole cover or vault lid. They communicate directly to the Iridium® Satellite System and do not require any intermediary devices for boosting signals. The antennae are secured to the top of the manhole cover using a high strength, two-part acrylic adhesive specifically designed for high stress, structural applications.



E-Square™

The E-Square antenna is a road-reflector type used in areas where there is no opportunity for dislocation from such hazards as snow plows.



E-Dot™ Antenna

The E-Dot antenna is for cold-weather climates where snow plow operation occurs and are designed to be mounted below the manhole profile.

Mounting Bracket Kit

The mounting bracket is a ruggedized, corrosion resistant assembly designed to protect and secure system components. The bracket is secured with two stainless steel bolts whereby the installer drills two 1/4" holes into the cover. The bracket is designed in such a manner such that **NO CONFINED SPACE ENTRY IS REQUIRED FOR INSTALLATION**. The hard-anodized aluminum housing protects the PowerPack and the E-Box control. The DSM (distance sensing module) is connected to the E-Box and suspended via a cable, typically over the invert.



Bracket with kit



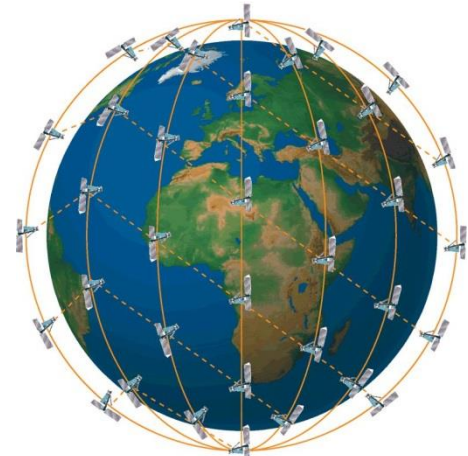
Mounted Bracket

4.2 Communications

The SmartCover® System™ uses the high reliability, highly secure **Iridium Satellite System** as its communications backbone. Iridium is a state-of-the-art communications system consisting of 66 Low Earth Orbiting (LEO) satellites. It has global, redundant coverage and is known to provide highly superior connectivity to that of terrestrial systems such as GSM, GPRS and other cell phone based systems. Iridium has a very strong record of performance and reliability. It is used by the US military for its reliability. Iridium is currently launching Iridium NEXT, the next generation of LEO communication satellites.

Iridium Satellites are in orbit across the globe and assured connectivity is achieved requiring but a small fraction of the available horizon. SmartCover® are able to communicate in challenging locations with such impediments as tree canopies, overpasses or buildings.

SmartCover® data is highly secure with servers using 2048-bit encryption. These are redundant servers located in a climate controlled, secure facility with emergency power to prevent any interruptions. Servers store historical communication, all system generated and associated data, and data access information. Being a “cloud” based system; data is available at all times through a browser from a computer, tablet or phone. Users can access data through any web browser to the server via encrypted data and send notifications directly to the user.



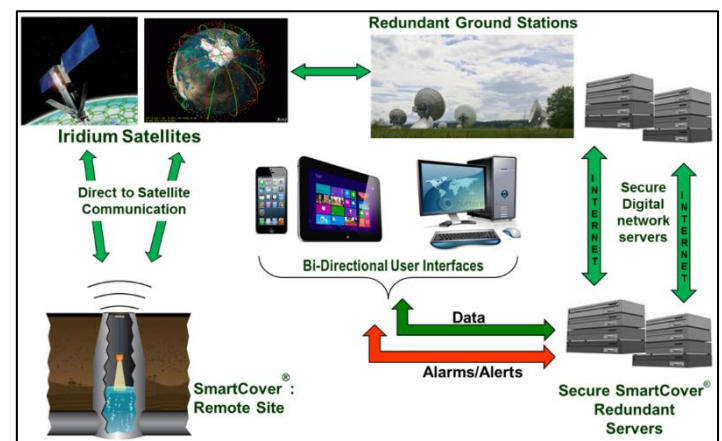
Iridium Satellite Constellation

Communications Architecture

The following diagram illustrates the structure of the SmartCover communications architecture. The SmartCover remote field units communicate directly to an orbiting satellite. The communication signals are then sent to Iridium earth link stations and then to SCS secure servers.

For alarm signals, they are subsequently sent to the Customer via cell phone, Smart Phone, digital pager and/or to computers via the internet. It is possible to have alarms sent to

a central control room as well.



SmartCover® communications system architecture

SmartCover® communication is *bi-directional and the user has control over the remote sites*. A major benefit of the SCS system is that data acquisition, alarms and system setting changes are enabled *remote from the installation site*, saving time and resources. For example, the alarm level settings can be accessed via the dedicated user website to be changed or disabled. Changes to these settings are communicated from the SCS servers through the Iridium system and to the SmartCover® System™ at the designated site.

4.3 Data Handling and Analysis

The SmartCover® System™ monitors continuously 24 hours per day, seven (7) days per week. SCS has cumulatively acquired more than 15,000 years of data and experience with this basic measurement protocol to assure users that this methodology is extremely sound, robust and reliable for ongoing data acquisition and alarming functions.

Measurement Frequency

The following are the default measurement frequencies for delivered systems. Measurement frequencies can be changed between once per minute to once per hour, based on the application need. Consult with a SCS Applications Engineer to determine the proper measurement frequency for your application.

SmartLevel™

- The SmartLevel™ system takes a measurement every five (5) minutes. If the measured level is below the pre-set alarm level, then the cycle begins again.
- The SmartLevel™ logs readings every five (5) or ten (10) minute measurement cycle.
- These readings are “batched” and sent once every sixty (60) minutes via satellite to the server and stored for user access such as trending and analysis.

SmartFLOE™

- The measurement frequency is the same as the SmartLevel™

SmartVault™

- The SmartVault™ System takes a measurement every sixty (60) minutes.
- The SmartVault logs readings every 60 minutes.
- These readings are “batched” and sent once every six (6) hours via satellite to the server and stored for user access such as trending and analysis.

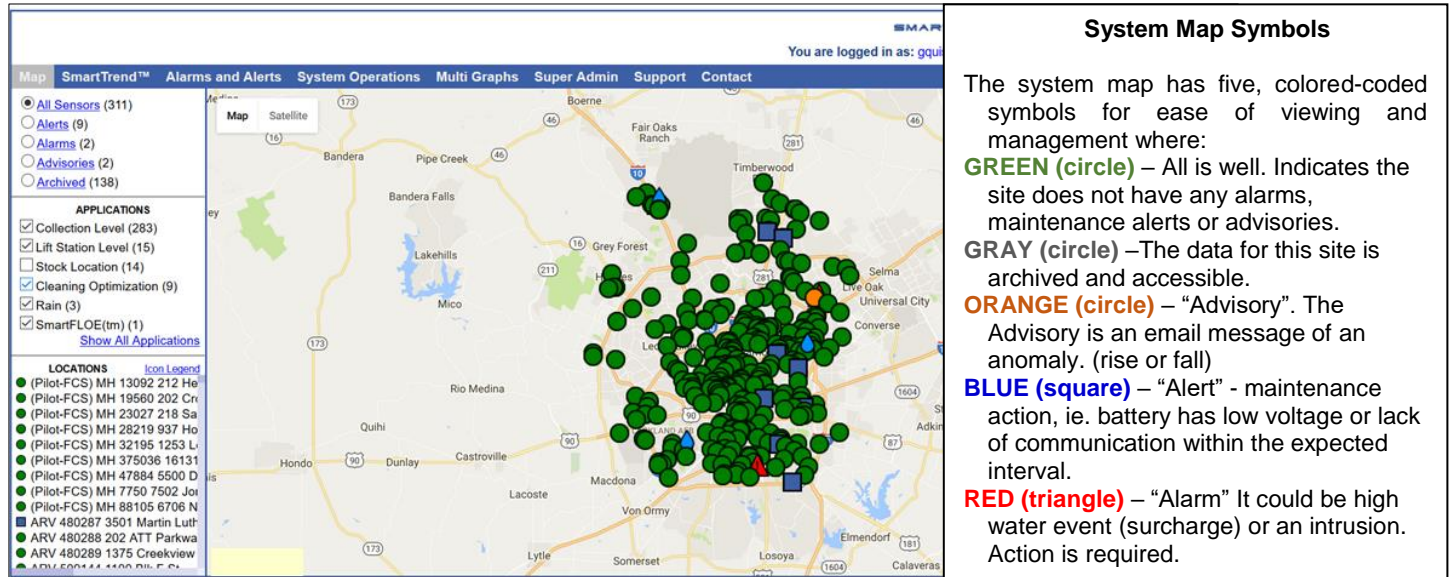
Note: If the measured level is below the pre-set alarm level, then the cycle begins again.

Alarming

If the SmartCover® remote field unit (RFU) measures that the water it is *above* the alarm level, an alarm notification is immediately sent to the designated users and by a pre-established communication protocol i.e., text message to a mobile device or an email message to a computer. Alarms through cell phones or pagers are via Short Message Service (SMS), or Smart Phones and emails via email messaging. Alarms will continue to be sent until acknowledged. The system will continue to monitor, even though the alarm has been acknowledged. Note: a dedicated direct-from-satellite handheld system is available option for highly critical communications. Contact SCS for more information.

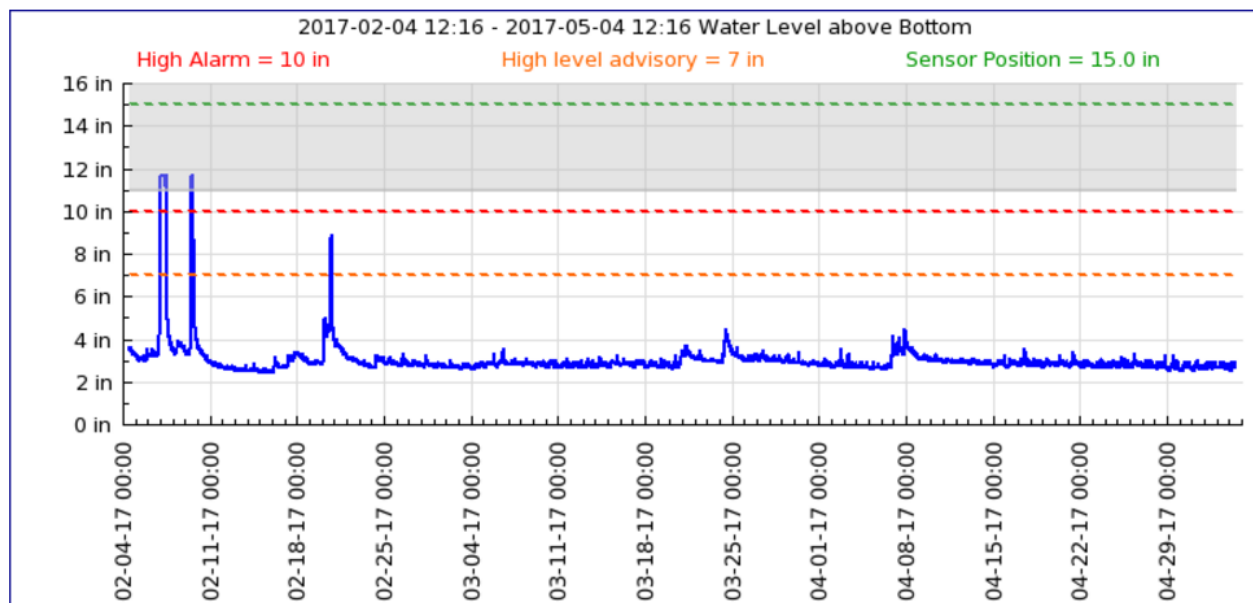
Graphical Data and User Interface

The user website, designed to be easily understood and intuitive to operate, is accessed by designated users through a secure portal and using a user name and password. This is a very brief description of the capabilities of the user interface. Contact a SCS Applications Engineer for additional details. Upon login, a map of the system like this one appears.



Site Graph and Data

User may access any remote site by clicking on the map or on the address location. As an example, the graph below illustrates level in inches (y-axis), date/time (x-axis), flow levels (blue line), the alarm setting (red line), and the advisory level (orange line). The green line shows the sensor position.



4.4 System Installation & Activation

Installation

It is most important to note that the SmartCover installation **does not require confined space entry, per OSHA 1910.146**. Because of the unique and patented design, a SmartCover® RFU installation is inexpensive and takes less than one hour for physical installation. THE existing manhole cover or alternative covers may be used for installation. The antenna is mounted to the top of the cover or lid and the mouthing bracket, and the PowerPack and E-Box bracket with the DSM connected to the E-Box, to the bottom of the manhole cover.

The antenna is mounted and secured with a high strength, MIL-Spec grade, two-part adhesive and a hole is drilled to feed the antenna wire to the underside where the E-Box control is located.

The bracket is mounted to the underside by drilling to two holes into the cover or lid. Two stainless steel screws secure the bracket. The DSM is connected to the E-Box control and it is suspended and aligned to the flow target area i.e., the invert, providing a means to **monitor water levels in the invert**.

On-site testing of the communication link is performed to ensure that the unit is operational. Installation can take place on-site, or offsite with a replaced manhole cover. Typically, the Customer will provide personnel and equipment as appropriate, and traffic control as required by local regulations and safety of field personnel.

Activation

After the physical installation of the SmartCover® remote field unit, the following actions bring full functionality to the SmartCover® System™. SCS technicians will assist with all installation activation as part of our standard service protocol.

SmartCover® Activation: Customer Actions

- Upon receipt of a Purchase Order, the user will receive a questionnaire to obtain the site-specific information necessary to perform the SmartCover® service set-up. Proper system operation is dependent upon receipt of required information.
- This site information is used as part of installation where communication will be tested to verify functionality.

SmartCover® Activation: SCS Actions

- At the SCS technical Support offices, the secure Customer web site is set up including a private account and database on the SCS secure server.
- The customer web site is configured with SmartCover® System™ locations, applications, and users, including various user levels.
- Initial population of the Customer SmartCover® database with site specific information is performed.
- Registration of the SmartCover® System™ wireless radios with the network and setting the customer default system operational parameters is performed.

Training

Training is provided after completion of the installation process. Once on-site personnel are trained, SCS will be available to provide additional web site training remotely after the SmartCover® system has been installed and operational.

4.5 Active Site Management

Active Site Management (ASM) is a **compressive support service** for the SmartCover® System™. It includes software support, satellite connectivity and ongoing technical support with these three elements described below.

It is an annual, per site service provided by SCS. ASM includes but is not limited to:

- **Website hosting-** initial set-up and ongoing hosting of all software and customer data. Note that all data is owned by the customer.
- **Website / Software Upgrades-** from time to time SCS provides new features and tools at no charge including such features supporting improved analytical tools, improved graphical tools and new reports.
- **Website maintenance** – maintaining the secure servers on which your web site resides, and providing free upgrades to the web sites as they become available.
- **Standard Reports** - SCS will support Customer in the preparation of these reports for management or regulators
- **Technical Telephone Support** - This service is offered by the SCS Technical Services team from 7am to 5 pm Pacific time and with additional support from local representatives.
- **Management Oversight**
 - SCS will send automatic notifications of alarms, advisories and alerts. Customer is responsible for acknowledging and responding to the above notifications. The SCS Technical Services team monitors the proper operation of all installed systems including battery voltage, the radio signal strength and the communication to/from the systems.
 - SCS coordinates the appropriate service to repair any components in the field with you or the local dealer
- **Alarm Processing** – maintaining the infrastructure of the alarm contact system.
- **After Hours Support** – on an as-needed basis. Contact SCS for details
- **Wireless Communications Connectivity** – Access to the two-way, wireless satellite network.

Product Improvements

The SmartCover® is continuously improving, adding new features and functions. SCS often uses customer input to add new features. Product improvements are backwards compatible to existing satellite systems. There is no charge for these improvements as they are part of the annual ASM.

SmartTrend™

SmartTrend™ is an analytical, patented addition to **SmartCover®** that notifies and enables users to anticipate events at remote monitoring sites. **SmartTrend™** automatically scans each remote site to assess data trends and changes in water level patterns. Should it see an “anomaly”, it provides users an Advisory email message. This important addition to the **SmartCover® System™** means that users now have the most advanced predictive method available identifying future issues such as SSO days or even weeks *before they occur*.

Section 5: Additional Terms & Conditions, Limited Warranty

Mutual Hold Harmless

SCS agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Customer from any and all claims that may arise, or damages that may result, to SCS or SCS staff to the extent caused by SCS's negligence during the performance of this contract. Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCS, its officers, directors, employees and subcontractors (collectively, SCS) from any and all claims that may arise, to the extent caused by the Customer's negligent acts in connection with the installation, operation, or use of the SmartCover® System™, and the acts of its contractors, subcontractors or consultants or anyone for whom the Customer is legally liable. Neither SCS nor the Customer shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

Loss of Communications

Customer acknowledges that SCS is not responsible for the loss of wireless communication or internet communications or any communications used in the operation of this system.

Advisory Only

The SmartCover® System™ is an advisory service only. As such, SCS and its founders, owners, or staff are not responsible for any damage of any kind or from any cause whatsoever that may result from, in relation to, in connection with, due to, or as a result of the installation or operation of the system, including without limitation, equipment failure, or any consequential damages caused by, or resulting from, the use or installation of the SmartCover® system.

Limited Warranty

The equipment components of the SmartCover® System™ are warranted free from material defects of material and workmanship for a period of one year from the date of installation. Unless otherwise stated, the SCS warranty herein is a parts-only warranty. Should the Customer discover any condition that might invoke a warranty claim, they are to expeditiously and without delay notify the SCS Technical Services group. Upon notification, SCS will assess and instruct the user on follow-on actions. Should a component fail as a result of a defect in material or workmanship, SCS will replace the component or repair it at the SCS location. For all valid warranty claims, as determined by SCS, reasonable freight charges to and from Customer shall be paid by SCS. In all cases, SCS shall determine the shipping method and/or carrier unless otherwise agreed to in writing by Customer and SCS. Upon approval of a warranty failure by SCS, SCS will either repair or replace the defective component at SCS' sole discretion.

The foregoing warranty is exclusive. Repair or replacement in the manner provided above shall be the sole and exclusive remedy for breach of warranty and shall constitute fulfillment of all liabilities of SCS with respect to the quality and performance of the products. This warranty does not cover damage or repairs or replacements by any cause beyond the control of SCS, including acts of nature, improper use, lack of proper maintenance, vandalism, or unauthorized repair. SCS shall not be liable for any actual, exemplary, indirect or consequential damages, including damages for loss of goodwill or profits and/or losses, that stem from a failure or malfunction of the SmartCover® System™.

SmartCover® Systems™ does not provide traffic control. Customer must provide traffic control for installation and servicing of all units.

In no event shall SCS's liability, whether in contract or in tort (including negligence and strict liability), exceed the price of the Product from which such liability arises.

Section 6: Acceptance

**The undersigned have read, acknowledge and agree to this offer.
Please include this entire document with Purchase Order.**

Signatures

SmartCover Systems

City of Colfax, CA

Signature

Signature

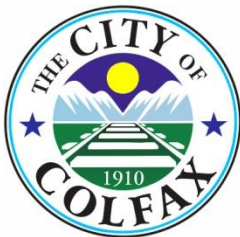
Brogan Quist

Printed Name

Title

Date: 9/20/2018

Date



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Lorraine Cassidy, City Clerk
PREPARED By: Lorraine Cassidy
DATE: December 7, 2018
SUBJECT: Results of November 6, 2018 Election of City Council Members, and Voter Response to Measure C

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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RECOMMENDED ACTION: Adopt Resolution 80-2018: Declaring results of the General Municipal Election held on November 6, 2018.

BACKGROUND:

A general municipal election was held on November 6, 2018. That election was consolidated with the statewide general election as allowed by law.

In Colfax, 608 votes were cast to fill the two year-term for the office of City Council Member. Two candidates ran to fill one seat. 1746 votes were cast to fill four-year terms for the office of City Council Member. Ten candidates ran to fill three seats. Measure C was also on the ballot, garnering 693 votes. Measure C reads:

"To fund general municipal expenses such as police, fire, roads and recreation, shall the City tax cannabis (marijuana) businesses at annual rates not to exceed \$10.00 per canopy square foot for cultivation (adjustable for inflation), 6% of gross receipts for retail cannabis businesses, and 4% for all other cannabis businesses; which is expected to generate an estimated \$8,000 to \$12,000 annually and will be levied until repealed by the voters or the City Council?"

Measure C must have a majority vote to go into effect under California Constitution Article XIII C, Section 1(c).

The result of the official canvass of the votes was certified on December 6, 2018 is:

Candidate for City Council Member (2-year term)	Number of Votes	Percent of Votes Cast
Marnie Mendoza	311	51.15%
Jessica Wright	283	46.55%

Fourteen (14) votes were cast for write-in candidates.

Candidate for City Council Member (4-year term)	Number of Votes	Percent of Votes Cast
Joseph John Fatula, Jr	293	16.78%
Sean Lomen	263	15.06%
Trinity Burruss	229	13.12%
Will Stockwin	203	11.63%
Chad Ingersoll	185	10.60%
Sherri Peterson	136	7.79%
Rita Dolphin	122	6.99%
James R. Arzie	122	6.99%
Tyler Hunter Schooley	106	6.07%
Mitchel Ryan Harrison	76	4.35%

Eleven (11) votes were cast for write-in candidates.

Measure C	Number of Votes	Percent of Votes Cast
Yes	431	62.19%
No	262	37.81%

The official canvass of the votes establishes that Marnie Mendoza was duly elected to the office of Member of the Colfax City Council for a two-year term; Joseph John Fatula, Sean Lomen and Trinity Burruss were duly elected to the office of Member of the City Council for four-year terms. Measure C passed and becomes effective January 1, 2019. The official canvass of the votes was timely submitted as required by law.

California law requires the City Council to adopt a resolution declaring the fact of the election, the total votes cast, the names of the persons voted for, the office for which each person was voted for and the number of votes given to each person. See Elections Code Section 10263. The Resolution must be adopted before the new Council Members are administered the oath of office. The attached Resolution meets all legal requirements.

Since this was a consolidated election, the City Council is required to declare the results of the election no later than its first regular meeting after the official canvass of election returns. December 12, 2018 is the first regular City Council meeting after the official canvass and is the appropriate time to adopt the proposed Resolution.

ATTACHMENT:
Resolution 80-2018

City of Colfax

City Council

Resolution № 80-2018

DECLARING RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018

Whereas, a General Municipal Election was held in the City of Colfax on Tuesday, November 6, 2018 as required by law; and

Whereas, notice of said election was duly and regularly given, voting precincts were properly established and furnished, and in all respects said election was held and conducted and the votes cast thereat received and canvassed and the returns thereto made, determined and declared in time, form and manner as required by the laws of the State of California providing for and regulating municipal elections in general law cities; and

Whereas, the City Council has received the canvass of the County Clerk certifying the results of said election and finds that the number of votes cast, the names of the persons voted for and other matters required by law, to be as hereinafter stated.

Now, Therefore, Be It Resolved and Declared by the City Council of the City of Colfax as follows:

1. A General Municipal Election was held and conducted in the City of Colfax on Tuesday, the 6th day of November 2018 in time, form and manner as required by law with the following results.

2. There were 2 voting precincts established in the City of Colfax for the purpose of holding said election.

3. The total number of votes cast in the City of Colfax at said election was 608 for the member of the City Council two-year term, 1746 votes for the members of the City council four-year term, and 693 concerning Measure C.

4. The names of the persons receiving votes, the offices for which they received votes and the number of votes received by each of said persons are as follows:

Candidate	Office Sought	Number of Votes
Marnie Mendoza	City Council Member – 2-year	311
Jessica Wright	City Council Member – 2-year	283
Write-in, 2-year	City Council Member – 2-year	14
Joseph John Fatula, Jr	City Council Member – 4-year	293
Sean Lomen	City Council Member – 4-year	263
Trinity Burruss	City Council Member – 4-year	229
Will Stockwin	City Council Member – 4-year	203
Chad Ingersoll	City Council Member – 4-year	185

Candidate	Office Sought	Number of Votes
Sherri Peterson	City Council Member – 4-year	136
Rita Dolphin	City Council Member – 4-year	122
James R. Arzie	City Council Member – 4-year	122
Tyler Hunter Schooley	City Council Member – 4-year	106
Mitchel Ryan Harrison	City Council Member – 4-year	75
Write – in, four-year	City Council Member – 4-year	11

5. At the General Municipal Election held in the City of Colfax on November 6, 2018, Marnie Mendoza was duly elected to the office of City Council Member for a short term of two (2) years from and after November 6, 2018 and until a successor is elected and qualified, as determined by a majority of the votes cast.

6. At the General Municipal Election held in the City of Colfax on November 6 2018, Joseph John Fatula, Jr, Sean Lomen, and Trinity Burruss were duly elected to the office of City Council Member for the full term of four (4) years from and after November 6, 2018 and until a successor is elected and qualified, as determined by a majority of the votes cast.

7. At the General Municipal Election held in the City of Colfax on November 6, 2018, Measure C: “To fund general municipal expenses such as police, fire, roads and recreation, shall the City tax cannabis (marijuana) businesses at annual rates not to exceed \$10.00 per canopy square foot for cultivation (adjustable for inflation), 6% of gross receipts for retail cannabis businesses, and 4% for all other cannabis businesses; which is expected to generate an estimated \$8,000 to \$12,000 annually and will be levied until repealed by the voters or the City Council?”. As a measure imposing a general tax, the measure required a majority vote. 805 votes were cast regarding Measure C.

Measure C Vote Distribution	
YES	431 Votes (62.19%)
NO	262 Votes (37.81%)

Measure C passed and becomes effective January 1, 2019.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 12th day of December, 2018 by the following vote of the Council:

AYES:

NOES:

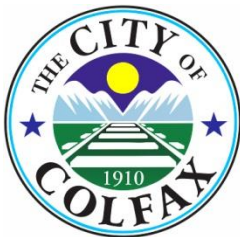
ABSENT:

ABSTAIN:

Will Stockwin, Mayor

ATTEST:

Lorraine Cassidy, City Clerk



STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE DECEMBER 12, 2018 COUNCIL MEETING

FROM: Mick Cabral, City Attorney

DATE: December 12, 2018

SUBJECT: Rotation of City Council Officers: Mayor and Mayor Pro Tem

<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A
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RECOMMENDED ACTION: Select Mayor and Mayor Pro Tem for 2019

The ceremonial nature of the first Colfax City Council meeting in December usually involves rotating the Mayor and Mayor Pro Tem chairs. The rotation is typically accomplished by nominations to fill both seats and motions approving the nominations.

Government Code §36801 provides “The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore.” Section 36801 requires selection of a Mayor and Mayor Pro Tem but it does not dictate how the Mayor and Mayor Pro Tem are selected.

In December 2002, the Colfax City Council adopted a policy whereby the rotation occurs by seniority on the Council, excepting those who have already served. That policy provides, in relevant part:

“...the Office of the Mayor is rotated yearly according to seniority on the Council with the exception of those already having served, while this Council sits.”

Implementation of the policy typically involves rotating the Mayor Pro Tem into the office of Mayor and selecting the member with the next most seniority on the Council as Mayor Pro Tem.

That policy was reiterated in the December 14, 2004 minutes and was written into the agenda for the December 12, 2006 meeting. The only deviations from the policy occurred in December 2005, when a resolution was adopted honoring the request of the then Mayor Pro Tem not to rotate into the Mayor’s seat, and December 2017 when Ms. Mendoza was appointed Mayor Pro Tem instead of Mr. Douglass.

The December 2002 action was only to adopt a policy, not an ordinance binding on future Councils. Policies by their nature provide guidance but are not binding. The Council can follow any process it chooses for selecting its Mayor and Mayor Pro Tem for 2019.

The phrase “while this Council sits” injects ambiguity into what the 2002 Council intended because the phrase “this Council” is subject to interpretation. On one hand, if “this Council” is interpreted in its narrow, literal sense to refer only to the 2002 Council that adopted the policy, then application of the policy is limited to the members of the 2002 Council. That would make sense if, for example, there was disagreement between the 2002 Council members over who should next sit as Mayor and Mayor Pro Tem.

Aside from being a literal interpretation of the language selected, this narrow interpretation is consistent with the general proposition that a Council cannot bind future Councils on matters of policy. Each Council has the right to decide which of its members will serve as Mayor and Mayor Pro Tem. The law only requires that those offices be filled. How those offices are filled is a matter of Council discretion.

On the other hand, if “this Council” is broadly interpreted to mean “the Colfax City Council”, then the policy adopted in 2002 is arguably intended to apply to future Councils. It has apparently been followed by Councils after 2002, with limited exception. Again, however, it is only a policy, not a binding ordinance.

The rotation “according to seniority” also injects ambiguity into the process. If seniority was the only criteria, then the two Council members with the longest tenure would continue to rotate into and out of the Mayor and Mayor Pro Tem offices. That would not make sense and would not be in keeping with Colfax’s typical practice.

“Seniority” can refer to the total amount of time a member of the Council sits if, for example, a Council member is elected to successive terms. It can also refer to the amount of time a member sits since his or her most recent election or appointment. The latter is how the Council has historically interpreted “seniority”. When multiple members are elected at the same time, “seniority” has historically been based on the number of votes received at the most recent election.

If the usual custom and practice of the Council is followed, Ms. Mendoza will rotate into the office of Mayor and Mr. Douglass will become Mayor Pro Tem. This will create the following rotation, assuming there are no changes at the November 2020 and 2022 elections:

2019	Mayor Mendoza, Mayor Pro Tem Douglass
2020	Mayor Douglass, Mayor Pro Tem Fatula
2021	Mayor Fatula, Mayor Pro Tem Lomen
2022	Mayor Lomen, Mayor Pro Tem Burruss
2023	Mayor Burruss, Mayor Pro Tem Mendoza

This issue is exclusively for the City Council to decide. The history is interesting, if not a bit confusing, but selection of Mayor and Mayor Pro Tem is a policy issue for the Council, not staff or the City Attorney.

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