CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR DONNA BARKLE • MAYOR PRO-TEM TONY HESCH

COUNCILMEMBERS • KIM DOUGLASS • JASON McKINNEY • TOM PARNHAM

REGULAR MEETING AGENDA

CLOSED SESSION at 6:30pm • November 13, 2013 • REGULAR SESSION at 7:00pm

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.

1) OPENING of CLOSED SESSION

A. Call to Order
B. Roll Call

2) PUBLIC COMMENT – CLOSED SESSION ITEMS

3) CLOSED SESSION AGENDA

A. Conference With Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to Government Code Section 54956.9(c), 1 case

4) OPENING of REGULAR SESSION

A. Pledge of Allegiance
B. Roll Call
C. Announcement of Action Taken in Closed Session
D. Approval of Agenda Order
   a. This is the time for changes to the agenda to be considered including removal, postponement, or change to agenda sequence.
   RECOMMENDED ACTION: By motion, accept the agenda as presented or amended.

Members of the public who addresses the Council shall do so in an orderly manner. No person shall yell or make profane or threatening remarks to any member of the Council, staff, or general public. No person shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet, clapping, or other acts that unreasonably disturb, disrupt, delay or otherwise impede the orderly conduct of the Council meeting. Except as allowed by rules of order, a Councilmember or staff member shall not by conversation or other means delay the Council proceedings or disturb any other Councilmember or staff member while speaking.

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 general 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.

6) PRESENTATIONS

7) CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City Clerk.

	AGENDA ITEM	RECOMMENDED ACTION
A.	Minutes: October 23, 2013 October 29, 2013 Housing Element Workshop November 7, 2013 Special Meeting	*Receive and File*
B.	Approval of Closure on N. Main Street for Winterfest Event and Festival of Lights Parade on Saturday December 14,2013	*Approve Street Closure*
C.	Consideration of Adopting Resolution No. 45-2013: A Resolution Of The City Council Of The City Of Colfax authorizing the Interim City Manager to send a letter of Public Convenience and Necessity for 400 South Auburn Street (76 Gas Station) to the Department of Alcoholic Beverage Control	*Adopt Resolution No. 45-2013*
D.	Consideration of Adopting Resolution No. 46 -2013: A Resolution Of The City Council Of The City Of Colfax Certifying Compliance With The 2012-2013 Appropriation Limitation And Establishing The Appropriation Limitation For The 2013-2014 Fiscal Year	*Adopt Resolution No. 46-2013*
E.	Proclamation Proclaiming the Week of November 17-23, 2013 be named Colfax Junior Falcons Week Proclamation Proclaiming October 18, 19, and 20, 2013 as Help People with Intellectual Disabilities Days	*Approve Proclamations*

8) PUBLIC COMMENT

At this time, members of the audience are permitted to address the Council on matters of concern to the public that are not listed on this agenda. Please make your comments as brief as possible. Comments should not 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.

9) PUBLIC HEARING

NOTICE TO THE PUBLIC:

City Council will take the following actions when considering a matter scheduled for hearing:

1. Open the public hearing

2. Presentation by staff
3. Presentation, when applicable, by applicant or appellant
4. Accept public testimony
5. When applicable, applicant or appellant rebuttal period
6. Close public hearing. (No public comment is taken after the hearing is closed.)
7. Council comments and questions
8. City Council action

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

A. Public Hearing to Discuss and Consider Adopting Resolution No. 47-2013: A Resolution Of The City Council Of The City Of Colfax Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq.
Recommended Action: Conduct Public Hearing, Review Annual Report, Consider Public and Staff Comments and adopt Resolution No. 47-2013

B. Second Reading and Adoption of Ordinance No. 523: An Ordinance Of The City Of Colfax Repealing And Reenacting Chapter 15.04 And 15.08 Chapter Of The Colfax Municipal Code And Adopting By Reference The 2013 Edition Of The California Building Standards Code
Recommended Action: Conduct Public Hearing, Consider Public and Staff Comments, waive second reading and Adopt Ordinance No. 523 to become effective in 30 days.

10) COUNCIL BUSINESS

A. Discuss and Consider Adopting of Resolution No. 48-2013: A Resolution Of The City Council Of The City Of Colfax Approving And Authorizing The Interim City Manager To Execute The Agreement For Consultant Services Between The City Of Colfax And Holdrege & Kull, For The Grass Valley St. UPRR Pedestrian Xing And Bike Improvements, Project No. 12-01.02
Recommended Action: Adopt Resolution No. 48-2013

B. Discuss and Consider Adopting Resolution No. 49-2013: A Resolution of the City Council of the City of Colfax Approving and Authorizing the Interim City Manager to Execute the Public Highway At-Grade Crossing Improvement Agreement Between the City of Colfax and Union Pacific Railroad Company for the Grass Valley St. UPRR Ped Xing and Bike Improvements, Project No. 12-01.
Recommended Action: Adopt Resolution No. 49-2013

C. Discuss and Consider Adopting Resolution No. 50-2013: A Resolution of the City Council of the City of Colfax Approving and Authorizing the Interim City Manager to Execute Consultant Services Agreements between the City of Colfax and Andregg Geomatics and the City of Colfax and Clear Path Land Evolvement for On-Call Map Checking Services
Recommended Action: Adopt Resolution No. 50-2013

D. Conduct Discussion about Adopting City Council Policies and Procedures.
Recommended Action: Conduct discussion, which will focus on Sections 5-7 of the draft rules, and direct staff

11) ADJOURNMENT

Agenda Posted at Colfax City Hall
and Colfax Post Office locations November 8, 2013.

Karen Pierce

Karen Pierce, 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.

7A

Minutes
City Council Meeting
October 23, 2013

1. OPENING

Mayor Barkle called the meeting to order at 5:42pm.

Present and answering roll call were Council members Hesch, Douglass, Parnham, McKinney and Mayor Barkle.

2. PUBLIC COMMENT

There was no public comment

3. CLOSED SESSION

Mayor Barkle called the closed session to order at 5:42pm

A. Conference With Legal Counsel - Anticipated Litigation: Initiation of litigation pursuant to Government Code Section 54956.9(c), 2 cases

B. Conference With Legal Counsel - Anticipated Litigation: Significant exposure to litigation pursuant to Government Code Section 54956.9(b), 1 case

C. Public employee performance evaluation pursuant to Government Code Section 54957.
Title: Technical Services Administrator

D. Public employee employment pursuant to Government Code Section 54957
Title of position to be filled: City Manager

Mayor Barkle closed the closed session at 6:45pm.

4. OPENING AND AGENDA APPROVAL

Mayor Barkle called the regular meeting to order at 7:01pm.

Ken Delfino led the Pledge of Allegiance

Mayor Barkle stated that there was no reportable action taken in Closed Session.

A motion was made by councilman McKinney and seconded by councilman Hesch to pull item 10E and continue it to the next meeting and approve the agenda with this change. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

5. CITY COUNCIL COMMITTEE REPORTS

Councilman McKinney reported on the Bianchini Trust Meeting
Councilman Parnham reported on the WAC/MAC and the Mosquito and Abatement meetings. He also commended Jeff Scott, Public Works on doing a good job.
Councilman Douglass reported on the Project Go meeting
Councilman Hesch reported on the PCTPA and Bianchini Trust meetings. He also attended an after action meeting for Railroad Days

6. INFORMATION REPORTS FROM STAFF AND OTHERS

Interim City Manager, Gabe Armstrong reported on the following:

- Updated council on trees that were removed at the Ball Park.
- A tortoise was found walking down Culver St. by the Public Works Department and returned to the owner.
- City Manager interviews are scheduled for October 30.

7. CONSENT AGENDA

	AGENDA ITEM	ACTION TAKEN
A.	Minutes: October 9, 2013	*Received and Filed*
B.	Cash Summary: September 30, 2013	*Pulled for Discussion*
C.	2014 Holiday Schedule	*Received and Filed*
D.	Project Acceptance: Pond 3 Liner Project Wastewater Treatment Plant Upgrade City Project No. 11-01.02, SWRCB Project No. C-06-7806-110	*Accepted Project as complete and directed the City Clerk to file a Notice of Completion*

A motion was made by councilman McKinney and seconded by councilman Hesch to approve the consent agenda as presented with the above noted item pulled for discussion. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

B. Cash Summary: September 30, 2013

Councilman McKinney has questions about the Mitigation Fees. He expressed concern that the annual mitigation fee report and review had not occurred and wanted to make sure that the Council had adequate time to do so. The City Attorney confirmed that the

Council has 180 days from the close of the fiscal year to conduct its review, that the mitigation fee report will be on the next regular Council agenda and that the Council will have adequate time to conduct its review and make any needed adjustments. A motion was made by councilman McKinney and seconded by councilman Parnham to approve item B. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

8. PUBLIC COMMENT

Ken Delfino, resident spoke about this being the 10th Anniversary of the Colfax Junior Falcon Football.
Melba Delfino, resident spoke about council making decisions to get visitors off the freeway and into the local businesses.

9. PUBLIC HEARING

A. Second Reading and Adoption of Ordinance No. 522: An Ordinance Of The City Of Colfax Repealing and Replacing Chapter 17.104 of Title 17 of the Colfax Municipal Code (#PL-01-13)

City Planner, Brigit Barnes went over the ordinance. Council discussed. A motion was made by councilman McKinney and seconded by councilman Douglass to adopt Ordinance No. 522 to become effective in 30 days. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

B. Introduction and First Reading of Ordinance No. 523: An Ordinance Of The City Of Colfax Repealing And Reenacting Chapter 15.04 And 15.08 Chapter Of The Colfax Municipal Code And Adopting By Reference The 2013 Edition Of The California Building Standards Code

Interim City Manager, Gabe Armstrong went over the ordinance. There was no public comment. A motion was made by councilman McKinney and seconded by councilman Hesch to introduce for first reading by title only, waive the first reading and schedule for second reading, public hearing and adoption at the November 13 regularly scheduled council meeting to be effective 30 days thereafter. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:

ABSTAIN:

10. COUNCIL BUSINESS

A. **Consideration of Adoption of Resolution No. 43-2013: A Resolution Of The City Council Of The City Of Colfax Authorizing The Interim City Manager To Execute An Agreement With Water Pollution Control Services, Inc., For Chief Plant Operator Services At The WWTP**

Interim City Manager, Gabe Armstong went over the staff report. There was no public comment. A motion was made by councilman Parnham and seconded by councilman McKinney to Adopt Resolution No. 43-2013. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

B. **Conduct discussion and consider taking action to suspend or terminate all or part of the I-80 corridor project and/or reallocating project funding.**

Councilmember Hesch went over his concerns. Specifically, he would like the following information to be included in the staff report for each agenda item: whether or not the item is funded, the funding source, the budget line item from which it will be paid and whether or not the expense is mandated. The Council concurred, with Councilmember McKinney requesting that such information should be in the header of each staff report.

Councilmember Hesch also expressed concerns over the annual City expenditures on planning, the financial feasibility of the I-80 Revitalization Project and how 244,000 square feet of commercial development can support the needed infrastructure expenses, whether there are adequate Council polices in place, how planning expenditures can be reduced and how the City's General Fund revenue should be used to service and maintain the City before being spent on future planning.

Land Use Attorney, Brigit Barnes answered questions. She explained in detail how the City's current General Plan and related policies deter development and that intersections with D – F designations need to be addressed whether or not the Council proceeds with the I-80 Revitalization project. Ms. Barnes further explained the City's unique planni9ng challenges, the need to update the City's General Plan, the beneficial effects of doing so, the need to complete the traffic analysis and the current level and funding of planning services. She recognizes that funding is limited, that funding sources are scarce and that tasks within the I-80 Revitalization Project need to be prioritized.

Councilmember McKinney expressed concern that Ms. Barnes is being criticized for doing what the Council asked her to do. He objected to what appears to be an "us" and "them" distinction between employed and retained City staff. He pointed out that many expenses have been swept into the I-80 Revitalization Project category that may not be directly related to that project. He encouraged members of the Council to contact

planning staff when they have questions or concerns so they can become fully informed before making a decision. After much discussion, he also confirmed that the absence of an updated General Plan and program level Environmental Impact Report is a deterrent to development in the City because development is too expensive.

Mayor Barkle reminded the Council that the City went to Ms. Barnes for assistance because prior planning efforts were unsuccessful and she knew of at least two businesses that declined to locate in Colfax until it gets its "act together". Ms. Barnes was willing to assist the City and follow the Council's direction in doing so.

Speaking from the public were:

Melba Delfino, resident not in favor of stopping the I-80 project. Development is a key to the city.
Suzanne Roberts, county resident and prior council member. Supports the growth of businesses.
Ken Delfino, resident asked what would happen if Council stopped this project regarding the progress that has already taken place.
Rich Miller, resident suggested charging a toll between Highway 174 and the City.
Sharon Gieras, resident suggested getting the busses to service the schools.

Council directed staff to bring this item and item C back at the next meeting for further discussion and possible action.

C. **Conduct discussion and provide direction to staff regarding City planning costs.**

D. **Conduct discussion and provide direction to staff regarding whether to allow issuance of a business license to a medical marijuana dispensary in Colfax.**

Sgt. Ty Conners spoke about his recommendation that Council keep the current Ordinance and not allow the medical marijuana Store to open. Sgt. Conners introduced Deputy Steve Slattery and Deputy Josh Barnhart who are on the marijuana task force with the PCSO and support that marijuana is illegal. The task force they work on is actively enforcing the law. Both recommended that Council not approve the medical marijuana store. Dave Tellman, Deputy District Attorney supported that council not allow the marijuana store.

Speaking from the public was:
Stacie Younggren, county resident spoke in favor of the medical marijuana store and that there are regulations in place to track finances and patients.
Jim Dion, county resident had a medical marijuana store in the city and would like to be issued a business license.
Rich Miller, county resident spoke in support of the medical marijuana store.
Sharon Gieras, resident spoke in favor of the medical marijuana store.

Ken Delfino, resident asked about consequences for driving while intoxicated with marijuana and the accountability of the city issuing a business license. He was not in favor of the medical marijuana store
Suzanne Roberts, county resident against the medical marijuana store.

Council discussed and determined to leave the current ordinance in place.

E. **Conduct Discussion about Adopting City Council Policies and Procedures.**
This item was continued to the next Council meeting.

F. **Opportunity for Colfax Citizens to provide input regarding recruitment and selection of City Manager.**
There was no public comment.

11. PRESENTATION

12. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 9:43pm.

Minutes
Workshop Meeting
October 29, 2013

1. OPENING

Mayor Barkle called the meeting to order at 3:04pm.

Councilmember Parnham and Mayor Barkle were present.

2. PUBLIC WORKSHOP

City Planner, JJ Killian went over a power point presentation on the Housing Element Update. After the presentation, she explained that the purpose of the workshop was to provide the public with an opportunity to express any housing-related concerns, issues or needs that they might have. Notes will be taken and comments will be provided to the consultant that is preparing the update.

Speaking from the public was:

Terry Andrews-Murch, real estate agent stated that she had been working with the Somerset Project client who had a development project on Alpine Way that fell through. Will the housing element help the city move forward with potential projects or hold the city back by becoming more restrictive? Colfax has a bad reputation and is not receptive to new people coming to town. How is the Housing Element designating how to use land located within the City's sphere-of-influence?

Councilmember Hesch arrived to the workshop at 3:25pm.

Will Stockwin, resident asked if there was a deadline to completing the Housing Element. He noted that on Page 86 of the current Housing Element the appeal process that is referenced is incorrect since the City does not have a planning commission. He suggested that this portion be eliminated. He also noted that alternative housing is not mentioned.

City Planner, JJ Killian explained that the deadline for the Housing Element is 120 days after October 31 and that state funding could be jeopardized if the deadline is not met. If the City completes the update in time it will not have to be updated again for 8 years. If the deadline is missed the Housing Element will have to be updated in 4 years.

Councilmember Hesch asked how the City can go about meeting the housing requirements without it resulting in a lot of developed communities all over town. It seems there is enough already. How was the housing need figure arrived at? What happens if we don't have enough residential zoned land? What if the City runs out of land altogether?

City Planner, JJ Killian explained that the RHNA (regional housing needs assessment) figure is provided by SACOG and is based on SACOG's analysis of the region as a whole – each jurisdiction is then provided a figure that represents their share of the regional need. She stated that the City of Colfax has sufficient vacant land to accommodate the City's share of the regional housing need, unlike some other

jurisdictions. She also explained that if there is not enough residential land for SACOG's required housing figure, HCD would make the City re-zone property to accommodate the housing need. [Note: At the evening session, JJ Killian followed-up with Councilmember Hesch to explain that the City would have to look at annexing additional land into the City in answer to his last question.]

Interim City Manager, Gabe Armstrong asked what grants the city may not be eligible for. If there are no projects on the schedule can the City put off the update for 4 years and do it at that time.

City Planner, JJ Killian stated she would get him the grant information and explained that being out of compliance opens doors to the City being sued and forced to do the Housing Element update and possibly pay fines and attorney fees.

3. ADJOURNMENT

The workshop was adjourned at 4:10pm

NOTE: There was an evening workshop as well. No one from the public attended the meeting. Councilmembers McKinney and Hesch attended. The powerpoint presentation was shown again and the Councilmembers were advised of the public comments that were received at the afternoon session.

Minutes
City Council Special Meeting
November 7, 2013

1. OPENING

Mayor Barkle called the meeting to order at 6:03pm.

Present and answering roll call were Council members Hesch, Douglass, Parnham, McKinney and Mayor Barkle.

Mark Miller, City Manager applicant was also present

2. PUBLIC COMMENT

There was no public comment

3. CLOSED SESSION

Mayor Barkle called the closed session to order at 6:03pm

A. Public employee employment pursuant to Government Code Section 54957
Title of position to be filled: City Manager

Mayor Barkle closed the closed session at 6:56pm.

4. OPENING AND AGENDA APPROVAL

Mayor Barkle called the regular meeting to order at 7:07pm.

Laurie Van Groningen led the Pledge of Allegiance

Mayor Barkle stated that there was no reportable action taken in Closed Session.

A motion was made by councilman McKinney and seconded by councilman Hesch to approve the agenda as presented. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

5. PUBLIC COMMENT

Ken Delfino, resident mentioned that the Colfax Junior Falcons football team won the Championship.
Melba Delfino, resident thanked the Public Works Department for removing a tree near her home.
Josh Alpine, county resident noticed a billboard in Roseville advertising a local business in Colfax and was happy to see Colfax advertised outside of the city limits.
Frank Klein, Chamber President spoke about Winterfest plans.

6. COUNCIL BUSINESS

A. Discuss and Consider Adopting Resolution No. 44-2013: A Resolution of the City Council of the City of Colfax Authorizing the Execution of an Employment Agreement with Mark A. Miller to serve as Colfax City Manager

Council made comments about Mark Miller. Speaking from the public was:

Suzanne Roberts, county resident stated that performance bonuses should be based on goals and performance rather than popularity.
Ken Delfino, resident stated that the flag hanging on the wall has 46 stars and is a replica of the flag that flew when the city incorporated.
Josh Alpine, county resident happy about council choice in City Manager

A motion was made by councilman McKinney and second by councilman Hesch to adopt Resolution No. 44-2013. The motion was passed by the following vote:

AYES: Hesch, Douglass, Parnham, McKinney and Mayor Barkle
NOES:
ABSENT:
ABSTAIN:

12. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 7:23pm.

7B

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVMEBER 14, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED By: Karen Pierce, City Clerk KP

DATE: November 7, 2013

SUBJECT: Approval of Closure on N. Main Street for Winterfest Event and Festival of Lights Parade on Saturday December 14,2013

X	N/A		FUNDED		UN-FUNDED	AMOUNT: $	FROM FUND:

RECOMMENDED ACTION:

ISSUE STATEMENT AND DISCUSSION:
The city has received an event application for the annual Winterfest Event and Parade of Lights to be held on Saturday December 14, 2013. The application requests the closure of North Main Street between Grass Valley and Depot streets for the event during the hours of 3:00pm to 10:00pm. The Parade of Lights will close several additional streets surrounding Downtown during the parade only. All necessary event application requirements have been met and approved. The full application is available at City Hall.

FINANCIAL AND/OR POLICY IMPLICATIONS:
None

SUPPORTING DOCUMENTS:
Event Application and maps

COMMITTEE RECOMMENDATION:
This report was not discussed by any committee.

Complete Application must include:
- ② Completed Application (5 pages)
- ② Deposit of $_____
- ② Proof of Insurance

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

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33 S Main Street, PO Box 702, Colfax, CA 95713

EVENT APPLICATION
TEMPORARY STREET CLOSURE, PARADES, SPECIAL EVENTS, AND BUILDING RENTALS

Name of Event: WINTER FEST **Date of Event:** 12-14-20

Organization: COLFAX LIONS CLUB **Phone (1):** 530/637-5131

Contact Person: ERNIE STEINER **Phone (2):**

Address: 260 TWIN PINES, COLFAX, 95713 **City/Zip Code:**

Email Address:
ernie75125@yahoo.com

Alternate Contact and Phone: FRANK KLEIN /

EVENT DETAILS:

Location: DOWN TOWN COLFAX

Event/Festival ☒ **Building Rental** ☐ **Parade** ☐ **Other:**

Start and Finish Time: 4 P.M. / 9 P.M.

Please provide best estimates.

Number of Participants: 1,500 **Number of Booths/Stalls:** 20 **Number of Vehicles:** 10
Number of Bands: 1 **Number of Floats:** 15

Electrical: ☐ Yes ☐ No **Liquor:** ☒ Yes ☐ No (ABC License Required) **Food and Beverage:** ☒ Yes ☐ No

Open Fire: ☒ Yes ☐ No **Type of open fire** Burn Barrels x 3

Sound Amplification: ☐ Yes ☒ No **Past 11:00pm?** ☐ Yes ☒ No Requires City Manager Approval_____

NARATIVE: (Be specific and include any assistance or supplies you may need from the city)

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INSURANCE AND INDEMNIFICATION AGREEMENT

In consideration for use of the city of Colfax public facilities, I and COLFAX LIONS CLUB do hereby enter into and agree to the following insurance and indemnification requirements of the city of Colfax.

The undersigned organization and individual hereby agrees to hold the city of Colfax harmless from any and all claims for damages for death, personal injury or property and claims for damages of any nature whatsoever arising out of the use of the city of Colfax facilities and hereby warrants to have read and understand that this is a condition required to rent and use said city facilities.

Insurance policy requirements:

1. Participants shall provide a certificate of insurance of a minimum of $1 million per occurrence naming the city the additional insured. The limit is subject to increase depending on the event.
2. Policy shall specify that the city, its officers, employees, and volunteers are added as "insured's" to all liability policies, except for Workers' Compensation policies.
3. The deductible on said policy shall no exceed $250.00.
4. Said policy shall be primary and the city's insurance program shall not be called upon to contribute to a loss.
5. Said policy furnished to the city must be endorsed and provide for thirty (30) days notice of cancellation.
6. Said insurance company shall have a Best's rating of no less than A-XIII. Should said insurance company be unable to meet this requirement, specific approval must then be granted through the city's insurance program which will require an additional thirty (30) days prior using of said facility.
7. Said insurance policy shall be either a broad form comprehensive general liability policy or a commercial general liability policy.
8. **All insurance policies as evidenced by a certificate of insurance must be on file with the city no later than thirty (30) days prior to use of said city facility.** Any special problems regarding this requirement may be worked out with city staff provided however that in no event shall persons with the organization be able to utilize said facilities without evidence of said policy on file with the city at City Hall.

I agree to provide evidence of an insurance policy that comports with the above requirements and agree to bind the using organization and myself to the above indemnification agreement outline in bold type.

Date: 9-16-13 **Signature:** Ernie Steiner

Organization: COLFAX LIONS CLUB **Position:** EVENT CHAIRMAN

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AGREEMENT NOT TO SUE THE CITY OF COLFAX

Event: WINTER FEST **Date:** 9-16-13

- In consideration for my ability to participate in the above event, I hereby waive, release and discharge any and all claims for damages for death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City of Colfax as a result of my participation in the above event.
- This release is intended to discharge the city and its agents even though that liability may arise out of the negligence or carelessness on the part of the persons in the city of Colfax. E.S. (initial)
- I UNDERSTAND that traffic may or **may not be controlled** or monitored.
- I UNDERSTAND that this activity may be dangerous to my well being, health or life and I hereby represent that I am physically fit and sufficiently trained for this potentially dangerous event.
- KNOWING THE RISKS (INCLUDING THOSE ENUMERATED ABOVE), I NEVERTHELESS HEREBY AGREE TO ASSUME THOSE RISKS.
- THEREFORE, on behalf of myself, my heirs, executors, administrators and assigns, **I hereby release and discharge the city of Colfax and its respective agents, officers, servants, employees, and volunteers from any and all claims for losses, injuries, damages or liabilities, including personal injury and injury to personal property arising out of or attributable to my participation in this event.**

Signed: Ernie Steiner **Date:** 9-16-13

Name (Please print): ERNIE STEINER

If the above person is a minor, I hereby represent that I am the legal guardian of same and hereby participate in the above release and agree to hold the city of Colfax harmless on behalf of said minor and myself as herein stated.

Signed: _____ **Date:** _____

Name (Please print): _____

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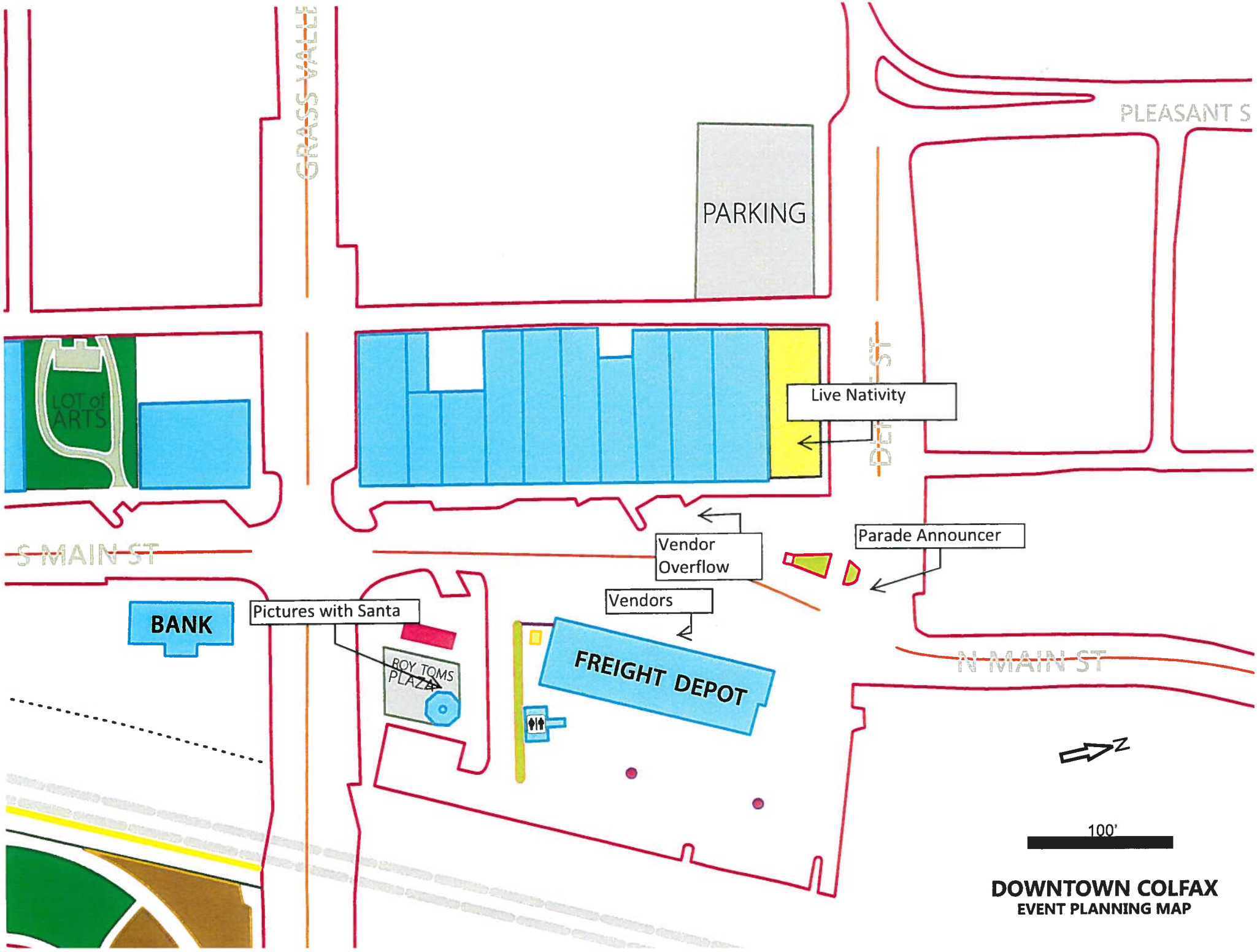
RULES AND REGULATIONS
TO ACCOMPANY ALL APPLICATIONS FOR USE OF FACILITIES

1. A refundable deposit of $100.00 minimum for damage and cleaning is charged for all functions. Any damage or required cleaning incurred by group will be deducted from deposit. No portion of the deposit will be refunded until all costs are paid.
2. The deposit for event is due a minimum of four (4) weeks prior to the function. The deposit will reserve facilities. Any date will become "open" if the event application is not complete four (4) weeks in advance.
3. Activities must be under the supervision of a responsible adult and they must be present at all times.
4. The number of persons shall not exceed the regular capacity of facility being leased.
5. The city of Colfax equipment will not be used unless specifically authorized four (4) weeks prior to event.
6. The using group will return the facilities to its original condition before leaving, including clean-up.
7. No rice is allowed at wedding receptions.
8. Appropriate insurance coverage shall be maintained and provided during the use of the facilities and evidence of such insurance shall be submitted to the city **no later than thirty (30) days** prior to use of the facility. The attached Insurance and Indemnification agreement shall be signed by an officer of the organization using the facility.

Oh behalf of myself and COLFAX LIONS CLUB, I agree to the above conditions.

Signature: Eric Sterna **Date:** 9-16-13

Updated 031813


GRASS VALLEY
PLEASANT S
PARKING
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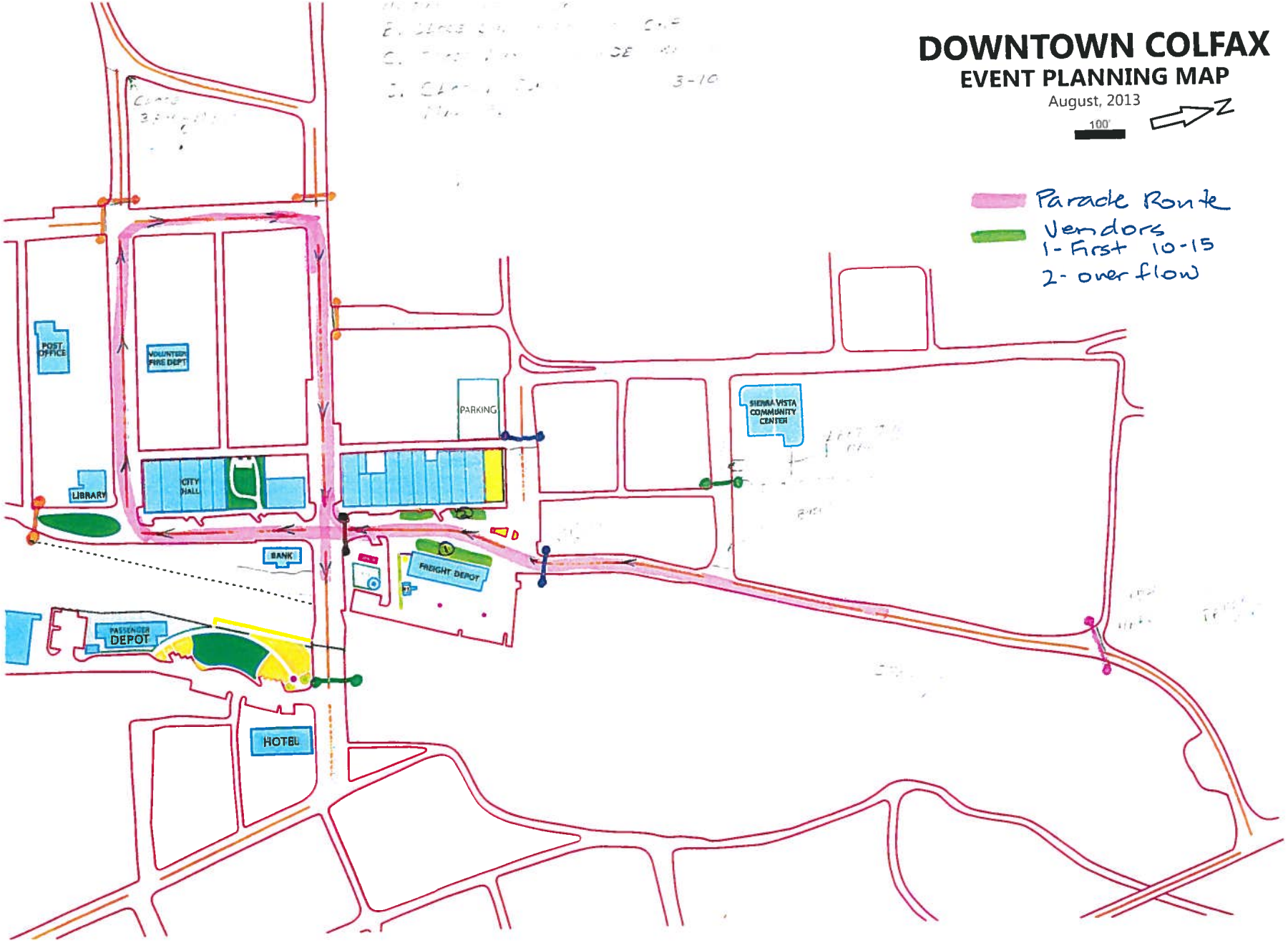
Vendor Overflow
Parade Announcer
Vendors
BANK
Pictures with Santa
ROY TOMS PLAZA
FREIGHT DEPOT
N MAIN ST
N
100'
DOWNTOWN COLFAX
EVENT PLANNING MAP

DOWNTOWN COLFAX
EVENT PLANNING MAP
August, 2013



Colfax Winterfest 2013

Saturday

December 14th

4-9pm

Historic Dowtown Colfax

PARADE OF LIGHTS 6:00 PM

- HOLIDAY CRAFTS AND BOOTHS
- BONFIRE
- FOOD
- CAROLING
- LIVE NATIVITY
- CHRISTMAS TREE LIGHTING
- PICTURES WITH SANTA
- COMMUNITY SOUP DINNER AT SVCC

Contact Info:
Vendor Info and Applications: Tammy Sumner (530) 277-9635
Parade: Tim Luckinbill (530) 272-7131
General Info : Colfax Chamber (530) 346-8888

7C

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED By: Gabe Armstrong

DATE: 11/4/13

SUBJECT: Consideration of Adopting Resolution No. 45-2013: A Resolution Of The City Council Of The City Of Colfax authorizing the Interim City Manager to send a letter of Public Convenience and Necessity for 400 South Auburn Street (76 Gas Station) to the Department of Alcoholic Beverage Control.

X	N/A		FUNDED		UN-FUNDED	AMOUNT: $	FROM FUND:

RECOMMENDED ACTION: Approve Resolution No. 45 -2013

ISSUE STATEMENT AND DISCUSSION:
A letter of public convenience and necessity offers the city Council the ability to approve or deny alcohol license applications when the existing number of licenses within an area exceeds standards established by the Department of Alcoholic Beverage Control.

Toms Sierra has applied with the California Department of Alcoholic Beverage Control (ABC) to upgrade their alcohol license at the Colfax 76 station located at 400 South Auburn Street, from a type 20 a type 21. This change in licensing would allow the sales of distilled liquor.

One of the requirements for ABC to approve this new license is to receive a public convenience and necessity letter from the Colfax city manager. After receiving this request, I spoke with city planner to see if there were any restrictions I needed to be aware of. There are none. I then spoke with the Placer County Sheriff's Department to see if they had any reason not to allow this liquor license, and they have none.

If the license upgrade is issued, sales of beer, wine and distilled spirits will be available between the hours of 6 AM and 2 AM because the 76 service station is open 24 hours a day. The other businesses within the city limits that offer off sales of distilled spirits are closed for business by 10:00 PM or earlier. Therefore, granting the license upgrade will serve public convenience and necessity.

FINANCIAL AND/OR POLICY IMPLICATIONS:

Allowing the license upgrade is a policy decision for the City Council because there is already an over concentration of liquor licenses in the City Colfax according to ABC standards.

SUPPORTING DOCUMENTS:
Resolution No. 44-2013
Draft letter to the Department of Alcoholic Beverage Control.
Letter of approval from the Sheriff's Department.

COMMITTEE RECOMMENDATION:
The land use committee recommends allowing 400 South Auburn Street to upgrade their Liquor license from a type 20 to a type 21.

City of Colfax

Resolution No. 45-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE INTERIM CITY MANAGER TO PROVIDE A LETTER OF PUBLIC CONVENIENCE AND NECESSITY IN SUPPORT OF AN APPLICATION BY TOM'S SIERRA FOR A TYPE 21 LIQUOR LICENSE

---

1. Tom's Sierra has made application with the State of California Department of Alcoholic Beverage Control to upgrade its liquor license to a Type 21 which, if issued, will allow Tom's Sierra to sell distilled spirits in addition to beer and wine at its 400 South Auburn Street location.

2. The public convenience and necessity will be served by issuance of the Type 21 license in that Tom's Sierra will be able to off-sell distilled spirits in addition to beer and wine after 10:00 pm by which time all other off-sales purveyors of distilled spirits in the City are closed.

3. The City's Planning Department and Placer County Sheriff find no impediment to issuance of the Type 21 license to Tom's Sierra.

4. Issuance of a letter of public convenience and necessity by the Interim City Manager is in the best interests of Colfax.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.

2. The Interim City Manager is authorized to send a letter of public convenience and necessity to the California Department of Alcoholic Beverage Control in support of issuance of a Type 21 license to off-sell distilled spirits by Tom's Sierra at its 400 South Auburn Street location.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 13th day of November, 2013 the following roll call vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

CITY of COLFAX
CALIFORNIA
T • (530) 346-2313 F • (530) 346-6214 www.Colfax-CA.gov
33 S Main Street, PO Box 702, Colfax, CA 95713

California Department of Alcoholic Beverage Control
3321 Power Inn Road, Suite 230
Sacramento, CA 95826

Re: Letter of Public Convenience and Necessity
Tom Sierra Company Inc.
400 South Auburn Street, Colfax CA, 95713

To Whom It May Concern:

On November 13, 2013 the City Council of the City of Colfax adopted resolution No. 45-13 authorizing the Interim City Manager to send this letter of public convenience and necessity to the California Department of Alcoholic Beverage Control.

The City Council found that the public convenience and necessity will be served by granting the license upgrade in that the off-sales of beer, wine and distilled spirits will be available between the hours of 6 AM and 2 AM because the establishment is open 24 hours a day. The other businesses within city limits that offer off sales distilled spirits are closed for business by 10:00 PM.

Sincerely,

Gabe Armstrong
Interim City Manager

PLACER COUNTY SHERIFF'S DEPARTMENT

DATE: 11/04/13

TO: Gabe Armstrong
Interim City Manager

FROM: Sgt. Ty Conners

SUBJECT: ***ABC license/76 Gas Station***
400 S. Auburn St.
Colfax, Ca. 95713

Memo

Gabe,

I have reviewed the calls for service at the 76 gas station in Colfax for the past 2 years. In 2012 we had eight alcohol related calls for service and 2013 we had two so far.

I have spoken with Lt. Troy Minton-Sander who oversees the ABC license for the county. He and I both agree and have no objections with the 76 Gas Station upgrading on their existing ABC License to a Type 21 for the distribution of Liquored Spirits.

Sergeant Ty Conners
Colfax Station Commander

7D

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE November 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED By: Laurie Van Groningen, Finance Director

DATE: October 3, 2013

SUBJECT: Consideration of Adopting Resolution No. 46 -2013: A Resolution Of The City Council Of The City Of Colfax Certifying Compliance With The 2012-2013 Appropriation Limitation And Establishing The Appropriation Limitation For The 2013-2014 Fiscal Year

☐ N/A	☐ FUNDED	☐ UN-FUNDED	AMOUNT: $	FROM FUND:

RECOMMENDED ACTION: Adopt Resolution No. 46-2013

ISSUE STATEMENT AND DISCUSSION:

In 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the *California Constitution*. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the *Government Code*, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the *Constitution*. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year and certify actual appropriations limit for the preceding year.

The data required to complete the calculation is provided by the State of California, Department of Finance.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The appropriation limit is, in essence, a tax revenue limit. If the City's "proceeds from taxes" exceeds the appropriation limit, the difference must be refunded to taxpayers or receive voter approval to keep the extra taxes.
Historically, the actual annual appropriations for the City of Colfax have always been well below the calculated limits. Each year, the limits are adjusted by the percent change in population and the percent

change in California per capita personal income. Based upon these annual adjustments, it is highly unlikely that the City of Colfax would ever experience difficulties in staying within the limit.

SUPPORTING DOCUMENTS:

1) Resolution No. 46-2013
2) Attachment A – Actual appropriations for the fiscal year 2012-2013
3) Attachment B – Appropriation Limit Calculation for the fiscal year 2013-2014
4) Department of Finance Price and population information for use in calculations for fiscal year 2013-2014 appropriations limit.

COMMITTEE RECOMMENDATION:
This report was not discussed by any committee.

CITY OF COLFAX

RESOLUTION NO. 46-2013

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COLFAX CERTIFYING COMPLIANCE WITH THE 2012-2013
APPROPRIATION LIMITATION AND ESTABLISHING THE APPROPRIATION
LIMITATION FOR THE 2013-2014 FISCAL YEAR

---

1. The Colfax City Council hereby certifies that the estimated actual appropriations for the fiscal year 2012-2013 will fall within the appropriation limitation for the 2012-2013 fiscal year as demonstrated in Attachment A; and

2. The Colfax City Council must establish the appropriation limitation for the fiscal year 2013-2014, as calculated in Attachment B;

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

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.

2. The 2012-2013 fiscal year expenditures fall within the established limitations and the limitations for the 2013-2014 fiscal year are hereby established at $1,934,858.

PASSED AND ADOPTED, this 13th day of November, 2013, by the City Council of the City of Colfax, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

CITY OF COLFAX
PROP 4 - GANN APPROPRIATION LIMIT CALCULATION
Attachment A

Tax Revenues to be included in calculation:		2012-2013 Budget	2012-2013 Actuals*	2013-2014 Budget
100-000-4010	Property Taxes	$ 295,000	$ 327,424	$ 295,000
100-000-4020	Sales and Use Taxes	$ 575,000	$ 734,999	$ 575,000
100-000-4040	Transient Occupancy Taxes	$ 16,000	$ 20,678	$ 16,000
100-000-4100	Franchises	$ 60,000	$ 64,497	$ 60,000
100-000-4200	Business Licenses	$ 25,000	$ 26,151	$ 25,000
100-000-4700	State Motor Vehicle License		$ 1,867	
100-000-4710	Motor Vehicle In Lieu	$ 120,000	$ 112,246	$ 120,000
565-000-4060	Voter's Approved	$ 6,500	$ 6,638	$ 6,500
	Total Tax Revenue	$ 1,097,500	$ 1,294,500	$ 1,097,500
Calculated Appropriation Limit		$ 1,848,010	$ 1,848,010	$ 1,934,858
Remaining appropriation limit capacity		*$ 750,510*	*$ 553,510*	*$ 837,358*
		41%	*30%*	*43%*

*As of 09/30/13 pending final audit. No adjustments anticipated.

City of Colfax
Appropriation Limit Calculation
Attachment B

	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Computed Gann Limit - Prev Yr	$ 1,628,747.00	$ 1,666,213.95	$ 1,716,041.00	$ 1,770,954	$ 1,848,010
Cost of living factor Change in California per capita	1.0062	0.9746	1.0251	1.0377	1.0512
Population Adjustment Factor	1.0197	1.0567	1.0072	1.0056	0.996
Computed limitation	$ 1,671,130.48	$ 1,715,966.80	$ 1,771,779.25	$ 1,848,010	$ 1,934,858

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2013

Dear Fiscal Officer:

Subject: Price and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, mandates the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2013, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2013-14. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2013-14 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website:
http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2013**.

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

ANA J. MATOSANTOS
Director
By:

MICHAEL COHEN
Chief Deputy Director

Attachment

May 2013

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2013-14 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2013-14	5.12

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2013-14 appropriation limit.

2013-14:

Per Capita Cost of Living Change = 5.12 percent
Population Change = 0.79 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.12 + 100}{100} = 1.0512$

Population converted to a ratio: $\frac{0.79 + 100}{100} = 1.0079$

Calculation of factor for FY 2013-14:

$1.0512 \times 1.0079 = 1.0595$

Fiscal Year 2013-14

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2012 to January 1, 2013 and Total Population, January 1, 2013

County City	Percent Change 2012-2013	--- Population Minus Exclusions --- 1-1-12	 1-1-13	Total Population 1-1-2013
Placer				
Auburn	-0.20	13,473	13,446	13,446
Colfax	-0.40	1,977	1,969	1,969
Lincoln	0.53	43,587	43,818	43,818
Loomis	-0.14	6,502	6,493	6,493
Rocklin	0.29	58,316	58,484	58,484
Roseville	1.15	122,104	123,514	123,514
Unincorporated	0.22	109,496	109,739	109,739
County Total	0.56	355,455	357,463	357,463

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2013-14

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2012 to January 1, 2013 and Total Population, January 1, 2013

County City	Percent Change 2012-2013	--- Population Minus Exclusions --- 1-1-12	 1-1-13	Total Population 1-1-2013
Plumas				
Portola	-0.44	2,048	2,039	2,039
Unincorporated	-0.26	17,650	17,604	17,604
County Total	-0.28	19,698	19,643	19,643

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

7E

PROCLAMATION

WHEREAS prior to 2004, there was no youth football or cheer program serving the children of the City of Colfax and immediate area and…

WHEREAS in April 2004 several parents and business owners decided to start up such a program which would benefit Colfax High School's football and cheer program and…

WHEREAS the Colfax Junior Falcons Football and Cheer program joined the Pop Warner Sagebrush Empire League and…

WHEREAS in 2005 the Junior Falcons were one of four teams that created the new Sacramento Youth Football League in conjunction with teams from Center, Highlands and Rio Linda and…

WHEREAS in 2010 the Pee Wee squad consisting of 9-10 year olds won the first league Junior Falcons' championship and whereas…

WHEREAS in 2011 the Junior Midget squad of 11-12 year olds won their division championship and…

WHEREAS in 2013 now with 32 teams in four divisions the Junior Falcons Junior Midgets and Midgets squads both won their division championship games and…

WHEREAS since 2008, three former Junior Falcons have been named Most Valuable Players in the Pioneer Valley League along with several being named to PVL 1st and 2nd team rosters.

I HEREBY PROCLAIM that the Week of November 17-23, 2013 be named Colfax Junior Falcons Week to recognize these achievements earned by the players during this…the Junior Falcons' 10th Anniversary year.

Finally, I wish to Honor and Thank Colfax High School football coach Tony Martello, the Junior Falcon Officers, Board of Directors and coaches who have made this program's success possible.

_____

Donna Barkle
Mayor

_____

Karen Pierce
City Clerk

City of Colfax

A Proclamation of the City of Colfax proclaiming October 18, 19, and 20, 2013 as "Help People with Intellectual Disabilities Days" for the Knights of Columbus Annual State-wide Fund Raising Drive

WHEREAS, the Knights of Columbus in the State of California, have undertaken a project of assistance for the treatment and care of People with Intellectual Disabilities, and;

WHEREAS, the nearly 65,000 members of the Knights of Columbus in California and their Volunteers are conducting their Annual State-wide Fund Raising Drive in the communities of California, and:

WHEREAS, the proceeds of this campaign will be distributed to not-for-profit agencies and institutions dedicated to serving People with Intellectual Disabilities, and:

NOW, THEREFORE, the city council of the City of Colfax, California, hereby proclaims October 18, 19, and 20, 2013 ***Help People with Intellectual Disabilities Days*** and urge all citizens to take notice and cooperate in this campaign.

_____

Donna L. Barkle, MAYOR

_____

Karen Pierce, CITY CLERK

9A

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE November 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED By: Laurie Van Groningen, Finance Director

DATE: October 1, 2013

SUBJECT: Public Hearing to Discuss and Consider Adopting Resolution No. 47-2013: A Resolution Of The City Council Of The City Of Colfax Accepting And Approving the Annual AB 1600 Mitigation Fee Report And Making Findings Pursuant To Colfax Municipal Code Chapter 3.56 And The Mitigation Fee Act (Government Code §66000 Et Seq

☐ N/A	☐ FUNDED	☐ UN-FUNDED	AMOUNT: $	FROM FUND:

RECOMMENDED ACTION: Conduct Public Hearing, Review Annual Report, Consider Public and Staff Comments and adopt Resolution No. 47-2013

ISSUE STATEMENT AND DISCUSSION:

The State of California, through the enactment of Government Code Section 66000 et seq. (the "Mitigation Fee Act"), conferred upon local government units authority to adopt fees imposed on a broad class of projects and fees imposed on specific projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project. The City of Colfax Municipal Code Chapter 3.56 established the local authority for imposing Mitigation Impact Fees as allowed by the Mitigation Fee Act. The City maintains separate fund accounts for each mitigation fee type. The City has established the following Mitigation Impact Fees:

1. Roads – Fund 210
2. Drainage – Fund 211
3. Trails – Fund 212
4. Parks and Recreation – Fund 213
5. City Buildings – Fund 214
6. City Vehicles – Fund 215
7. Downtown Parking – Fund 217

These funds earn and accumulate interest and all expenditures from these funds have been for the purpose for which the fees were collected. A detailed financial analysis by fund and a schedule of mitigation fees are attached as part of this report.

Mitigation Fees are accounted for using the accounting method known as FIFO (first in, first out), which means the first revenue received is assumed to be the first spent. State law and the Colfax Municipal Code require the City to prepare an annual report for each fund established to account for Mitigation Impact Fees. The report must include (1) A brief description of the type of fee in the account or fund (Government Code §66006(b)(1)(A)) , (2) the amount of the fee (Government Code §66006(b)(1)(B)), (3) the beginning and ending balance of the account or fund (Government Code §66006(b)(1)(C)), (4) the amount of the fees collected and the interest earned (Government Code §66006(b)(1)(D)), (5) an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with the fees (Government Code §66006(b)(1)(E)), (6) an identification of an approximate date by which the construction of the public improvement will commence if the city determines that sufficient funds have been collected to complete financing on an incomplete public improvement (Government Code §66006(b)(1)(F)), (7) a description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan (Government Code §66006(b)(1)(G)) and (8) the amount of refunds made and allocations made if the cost of making a refund exceeds the amount to be refunded.
Colfax Municipal Code §3.56.130B requires the City Council to review the annual report at a noticed public hearing. At the close of the hearing, the Council must determine whether the mitigation impact fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed. The Council is authorized to revise the mitigation impact fees to include additional projects not previously foreseen as being needed.

Public Contact
This report was available at City Hall counter by:
Notice of Public Hearing was published: Colfax Record – October 17, 2013

FINANCIAL AND/OR POLICY IMPLICATIONS:

SUPPORTING DOCUMENTS:

1. Annual AB1600 Report
2. Mitigation Fee Schedule
3. 2006 Mitigation Fee Study
4. 2006 Mitigation Fee – Council minutes
5. Resolution No. 47-2013

COMMITTEE RECOMMENDATION:
This report was not discussed by any committee.

City of Colfax

Annual AB1600 Report FY2012-2013

City of Colfax
Annual AB1600 Report on Mitigation Fees
For Fiscal Year 2012-2013

	Pre FY2008	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12	FY 2012-13	Balance
210 - Roads								
Mitigation Fees Collected	$ 0	$ 3,808	$ 71,555	$ 1,802	$ 0	$ 0	$ 1,172	$ 78,337
Transfer In/Out - Consolidates 252	$ 0	$ 0	$ 0	$ 0	$ 0	$ 61,309	$ 0	$ 61,309
Expenditures - Economic Revitalization	$ 0	$ 0	$ 0	$ 0	$ 0	$ (49,994)	$ (67,506)	$ (117,500)
Expenditures - General Plan/Circulation	$ 0	$ 0	$ 0	$ 0	$ 0	$ (6,009)	$ 0	$ (6,009)
Expenditures - Dinky Way Closure	$ 0	$ 0	$ 0	$ 0	$ 0	$ (9,925)	$ 0	$ (9,925)
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 121	$ 910	$ 436	$ 278	$ 159	$ 245	$ 2,150
TOTAL	$ 0	$ 3,929	$ 72,465	$ 2,238	$ 278	$ (4,460)	$ (66,089)	$ 8,362
211 - Drainage								
Mitigation Fees Collected	$ 0	$ 139	$ 2,640	$ 74	$ 0	$ 0	$ 43	$ 2,896
Transfer In/Out	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Expenditures	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 4	$ 34	$ 16	$ 10	$ 6	$ 8	$ 78
TOTAL	$ 0	$ 143	$ 2,674	$ 90	$ 10	$ 6	$ 51	$ 2,974
212 - Trails								
Mitigation Fees Collected	$ 0	$ 40	$ 43,285	$ 1,125	$ 0	$ 0	$ 12	$ 44,462
Transfer In/Out	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Expenditures	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 1	$ 511	$ 251	$ 160	$ 92	$ 119	$ 1,134
TOTAL	$ 0	$ 41	$ 43,796	$ 1,376	$ 160	$ 92	$ 131	$ 45,596
213 - Parks & Recreation								
Mitigation Fees Collected	$ 0	$ 205	$ 220,605	$ 5,731	$ 0	$ 0	$ 63	$ 226,604
Transfer In/Out - Consolidates 343	$ 0	$ 0	$ 0	$ 0	$ 0	$ 11,552	$ 0	$ 11,552
Expenditures - Pool Improve/Demolition	$ 0	$ 0	$ 0	$ 0	$ 0	$ (124,442)	$ (26,300)	$ (150,742)
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 7	$ 2,604	$ 1,278	$ 815	$ 467	$ 393	$ 5,564
TOTAL	$ 0	$ 212	$ 223,209	$ 7,009	$ 815	$ (112,423)	$ (25,844)	$ 92,978
214 - City Buildings								
Mitigation Fees Collected	$ 0	$ 1,446	$ 27,170	$ 684	$ 0	$ 0	$ 445	$ 29,745
Transfer In/Out	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Expenditures - City Hall Construction	$ 0	$ 0	$ 0	$ (29,835)	$ 0	$ 0	$ 0	$ (29,835)
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 46	$ 346	$ 143	$ 0	$ 0	$ (1)	$ 534
TOTAL	$ 0	$ 1,492	$ 27,516	$ (29,007)	$ 0	$ 0	$ 444	$ 444
215 - City Vehicles								
Mitigation Fees Collected	$ 0	$ 274	$ 5,170	$ 130	$ 0	$ 0	$ 84	$ 5,658
Transfer In/Out	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Expenditures - City Trucks	$ 0	$ 0	$ 0	$ (5,509)	$ 0	$ 0	$ 0	$ (5,509)
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 9	$ 66	$ 5	$ 1	$ 0	$ 1	$ 81
TOTAL	$ 0	$ 283	$ 5,236	$ (5,374)	$ 1	$ 0	$ 85	$ 230
217 - Downtown Parking								
Mitigation Fees Collected	$ 0	$ 1,229	$ 23,100	$ 581	$ 0	$ 0	$ 378	$ 25,288
Transfer In/Out	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Expenditures	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 39	$ 294	$ 141	$ 90	$ 51	$ 65	$ 680
TOTAL	$ 0	$ 1,268	$ 23,394	$ 722	$ 90	$ 51	$ 443	$ 25,968
252 - Transportation Impact - Inactive								
Mitigation Fees Collected	$ 61,309	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 61,309
Transfer in/Out - Condolidate to 210	$ 0	$ 0	$ 0	$ 0	$ 0	$ (61,309)	$ 0	$ (61,309)
Expenditures	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
TOTAL	$ 61,309	$ 0	$ 0	$ 0	$ 0	$ (61,309)	$ 0	$ 0
343 - Recreation Construction Fees - Inactive								
Mitigation Fees Collected	$ 1,467	$ 921	$ 17,047	$ 336	$ 0	$ 0	$ 0	$ 19,771
Transfer In/Out - Consolidate to 213	$ 0	$ 0	$ 0	$ 0	$ 0	$ (11,552)	$ 0	$ (11,552)
Expenditures - General Plan/Circulation	$ 0	$ (8,170)	$ 0	$ 0	$ 0	$ 0	$ 0	$ (8,170)
Refunds	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Interest Earnings	$ 0	$ (89)	$ (42)	$ 18	$ 41	$ 23	$ (0)	$ (49)
TOTAL	$ 1,467	$ (7,338)	$ 17,005	$ 354	$ 41	$ (11,529)	$ (0)	$ 0
TOTAL - All Funds	**$ 62,776**	**$ 30**	**$ 415,294**	**$ (22,591)**	**$ 1,395**	**$ (189,570)**	**$ (90,780)**	**$ 176,553**

Expenditures Summary									Project Status	Est% of cost PTD	Total Projec Cost
Pool Demo/Splash Park/Ballfield Improve	$ 0	$ 0	$ 0	$ 0	$ 0	$ 124,442	$ 26,300	$ 150,742	Complete	32%	$ 470,74
Economic Revitalization	$ 0	$ 0	$ 0	$ 0	$ 0	$ 49,994	$ 67,506	$ 117,500	Ongoing	77%	
General Plan/Circulation	$ 0	$ 8,170	$ 0	$ 0	$ 0	$ 6,009	$ 0	$ 14,179	Complete	29%	
City Hall renovations	$ 0	$ 0	$ 0	$ 29,835	$ 0	$ 0	$ 0	$ 29,835	Complete	73%	
City Trucks	$ 0	$ 0	$ 0	$ 5,509	$ 0	$ 0	$ 0	$ 5,509	Complete	12%	
Dinky Way Closure	$ 0	$ 0	$ 0	$ 0	$ 0	$ 9,925	$ 0	$ 9,925	Complete	4%	
TOTAL	$ 0	$ 8,170	$ 0	$ 35,344	$ 0	$ 190,370	$ 93,806	$ 327,690			

City of Colfax

Mitigation Fee Schedule

TABLE II-3 Consolidated
MITIGATION FEE BY LANDUSE & TYPE
COLFAX MITIGATION FEE STUDY
June 20, 2012 updated revised

Mitigation Fee 3.56 Item	Code/Ordinance Section	Single Family per unit	Multi Family per unit	Office Building per 1000 sf	Retail Building per 1000 sf	Industrial Building per 1000 sf	Jim Fletter's comments
Roads	3.48?? 3.56.030A	$ 1,802	$ 1,301	$ 5,285	$ 6,342	$ 1,172	Paid on issuance of any building permit
Drainage Study	3.56.030B	$ 74	$ 48	$ 57	$ 68	$ 43	
Drainage systems on e-w culverts	3.56.030C	$ 3,416	$ 2,216	$ 2,616	$ 3,139	$ 1,962	
Trails	3.56.030D	$ 1,125	$ 787	$ 35	$ 31	$ 12	
Park & Rec	3.36.020?? 3.56.030E	$ 5,731	$ 4,011	$ 178	$ 160	$ 63	
City Buildings	3.56.030F	$ 684	$ 494	$ 2,007	$ 2,409	$ 445	
City Vehicles	3.56.030G	$ 130	$ 94	$ 380	$ 456	$ 84	
GP & Zoning		$ -	$ -	$ -	$ -	$ -	
Downtown Parking	3.56030H	$ 581	$ 420	$ 1,705	$ 2,046	$ 378	
Mitigation Fee Study		$ -	$ -	$ -	$ -	$ -	
		per unit	per unit	Totals for a	10,000	sf building, example	
Total		$ 13,543	$ 9,372	$ 122,628	$ 146,522	$ 41,595	
Totals areas not using e-w culverts		$ 10,126	$ 7,156	$ 96,465	$ 115,128	$ 21,974	

Mitigation Fee Item	Code/Ordinance Section	Single Family per unit	Multi Family per unit	Office Building	Retail Building	Industrial Building	
Sewer Impact Fee g)	Ord 475, 6-3 203 & 4	Group 110	Group 120	Group 217	Group 221	Group 400	Fee adjusted annually by City Engineer
	Code 13 08 100 ENR f)	$ 7,498 48	$ 7,498.48	$ 7,498 48	$ 7,498 48	$ 14,996 96	based on ENR, San Francisco Bay Area CCI
			+ each unit >1	+ for each additional 1000sf			Paid upon new connection
			$ 5,998.78	$ 1,499 70	$ 3,749.24		
Landfill Equity, Buy-In Fee	Code 3 32 030	$ 47 00	$ 47.00	$ 47 00	1st	2000	Flat fee that never changes
				+ for each additional 2000sf or portion thereof			Paid with each building permit
				$ 47 00	$ 47 00	$ 47 00	
Construction Tax	applicable to building permits		(1/2 tax to parks, 1/2 tax to fire)				"Residential Construction Tax"
- Residential	Code 3.24 040 A, B, C D	1 00%	of build value				Paid with construction of new mobile home
- mobilehome	3 24 040 E	$ 500 00	per unit				or residential unit
	(includes modular & prefab)						
- all other	Code 3.24 040 F			1.00%	of building valuation		Disagree, no provision for office, retail, industrial, etc
	(includes office, retail, indus)						
Whitcomb Ave.	Code 3 44		See attached map, applicable parcels and fee				Fair share fee established in Ordinance 466
Fair Share	applicable to certain parcels						
Placer County Facilities Fee e)		$ 2,518 45	$ 1,793 05	$ 0.46	$ 0.28	$ 0 23	

City Building Permit Application and Permit Fee
Building valuation
City permit application fee
City building permit fee

Notes
d Varies by more specific type breakdown and EDU assigned per Ordinance 475 Article 4 and Appendix A
e Amounts usually adjusted by County on October 1st each year. See Fee schedule for additional land use breakdown
f Amounts are increased each year per code by ENR CC Index on July 1
g Sewer impact fee groups shown are example See Sewer Code and adjust each group # and amount per EDU schedule

#REF! *Sheet feesbylandusetype (f) B10*
#REF!

City of Colfax

2006 Mitigation Fee Study

November 28, 2006

To: Joan Phillipe, City Manager

From: Tom Leland, City Engineer

RE: Mitigation Fee Study, Results of Additional Review

BACKGROUND

At the Council Meeting of November 14, 2006, the City Council appointed a Council committee to review the mitigation fee schedule and projects and determine what if any other projects could be deleted or reduced in size.

The committee met on Monday, November 27, 2006 and recommended that the following be revised:

1. Delete the following Major Category Projects and their costs:
   i. General Plan and Zoning Ordinance
   j. Mitigation Fee Study

2. Revise the following Major Category Projects and costs:
   f. City Buildings: delete the City Hall items 4 and 5 of Table M1 which are the Police Department and DMV building areas.

   e. Parks and Recreation: deduct from the total project costs the amount of estimated tax collected on building permits for park and recreation per City Code 3.24.

3. Include land use demands in Parks and Recreation, and Trails, demands for commercial, office, and industrial uses.

4. That at this time the only mitigation schedule to be considered would be the inside development only as sharing in the costs until such time as an agreement can be made with the County areas adjacent to the City.

As a result of the above changes:

A. Major Infrastructure, Total Costs were revised to $14,696,759 from $16,218,200, a decrease of $1,521,441. **See Table III-1, Nov 27, 2006 rev.** attached.
B. B. The Mitigation Fee by Land Use Type schedule, was revised to reflect the reduced costs and inclusion of non-residential uses in demands for Parks and Recreation and Trails. The Single Family total Mitigation Fee without the e-w culverts was revised from $11,684 to $10,126 a reduction of $1,558 per dwelling unit. **See Table II-3, Nov 27, 2006 rev.** attached.

file: City Engineer\mitfeeengstaff112806.doc

Approved

TABLE II-3 Consolidated
MITIGATION FEE BY LANDUSE & TYPE
COLFAX MITIGATION FEE STUDY **Existing vacant City property only**
Nov. 27, 2006 rev.

Mitigation Fee Item	Single Family per unit	Multi Family per unit	Office Building per 1000 sf	Retail Building per 1000 sf	Industrial Building per 1000 sf
Roads	$ 1,802	$ 1,301	$ 5,285	$ 6,342	$ 1,172
Drainage Study	$ 74	$ 48	$ 57	$ 68	$ 43
Drainage c. e-w culverts	$ 3,416	$ 2,216	$ 2,616	$ 3,139	$ 1,962
Trails	$ 1,125	$ 787	$ 35	$ 31	$ 12
Park & Rec.	$ 5,731	$ 4,011	$ 178	$ 160	$ 63
City Buildings	$ 684	$ 494	$ 2,007	$ 2,409	$ 445
City Vehicles	$ 130	$ 94	$ 380	$ 456	$ 84
GP & Zoning	$ -	$ -	$ -	$ -	$ -
Downtown Parking	$ 581	$ 420	$ 1,705	$ 2,046	$ 378
Mitigation Fee Study	$ -	$ -	$ -	$ -	$ -
	per unit	per unit	Totals for a	10,000	sf building, example
Total	$ 13,543	$ 9,372	$ 122,628	$ 146,522	$ 41,595
Totals areas not using e-w culverts	$ 10,126	$ 7,156	$ 96,465	$ 115,128	$ 21,974

file: k:\1proj\11xx\1194C3\colfaxmitigationfeestudy112706x.xls
Source: Terrance E. Lowell & Associates *Sheet: landusesum @ B162:CF186*

November 8, 2006 **Old version**

Mitigation Fee Item	Single Family per unit	Multi Family per unit	Office Building per 1000 sf	Retail Building per 1000 sf	Industrial Building per 1000 sf
Roads	$ 1,802	$ 1,301	$ 5,285	$ 6,342	$ 1,172
Drainage Study	$ 74	$ 48	$ 57	$ 68	$ 43
Drainage c. e-w culverts	$ 3,416	$ 2,216	$ 2,616	$ 3,139	$ 1,962
Trails	$ 1,174	$ 822	$ -	$ -	$ -
Park & Rec.	$ 6,898	$ 4,828	$ -	$ -	$ -
City Buildings	$ 888	$ 641	$ 2,604	$ 3,125	$ 578
City Vehicles	$ 130	$ 94	$ 380	$ 456	$ 84
GP & Zoning	$ 128	$ 92	$ 375	$ 450	$ 83
Downtown Parking	$ 581	$ 420	$ 1,705	$ 2,046	$ 378
Mitigation Fee Study	$ 10	$ 7	$ 29	$ 35	$ 7
	per unit	per unit	Totals for a	10,000	sf building, example
Total	$ 15,101	$ 10,470	$ 130,517	$ 156,621	$ 43,062
Totals areas not using e-w culverts	$ 11,684	$ 8,254	$ 104,355	$ 125,226	$ 23,440

TABLE III-1
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
Nov. 27, 2006 rev.

Inside City Only with Parks Tax deducted

	MAJOR CATEGORY	TOTAL COST	Adjustment	ADJUSTED COST
a	Roads	$ 3,763,000	1.50	$ 5,644,500
b	Sewer: included in separate study			$ -
c1	Drainage: east side culverts	$ 650,000	1.50	$ 975,000
2	master drainage study	$ 100,000	1.00	$ 100,000
d	Trails	$ 394,800	1.50	$ 592,200
e	Parks and Recreation	$ 2,011,773	1.50	$ 3,017,659
f	City Buildings	$ 1,428,000	1.50	$ 2,142,000
g	City Vehicles	$ 369,000	1.10	$ 405,900
h	Downtown Parking	$ 1,213,000	1.50	$ 1,819,500
i	General Plan and Zoning Ordinances	$ -	1.00	$ -
j	Mitigation Fee Study	$ -	1.50	$ -
	Total Major Category	$ 9,929,573		$ 14,696,759

file: k:\1proj\11xx\1194C3\colfaxmitigationfeestudy112706x.xls
Source: Terrance E. Lowell & Associates

November 8, 2006 Old version

	MAJOR CATEGORY	TOTAL COST	Adjustment	ADJUSTED COST
a	Roads	$ 3,763,000	1.50	$ 5,644,500
b	Sewer: included in separate study			$ -
c1	Drainage: east side culverts	$ 650,000	1.50	$ 975,000
2	master drainage study	$ 100,000	1.00	$ 100,000
d	Trails	$ 394,800	1.50	$ 592,200
e	Parks and Recreation	$ 2,319,400	1.50	$ 3,479,100
f	City Buildings	$ 1,853,000	1.50	$ 2,779,500
g	City Vehicles	$ 369,000	1.10	$ 405,900
h	Downtown Parking	$ 1,213,000	1.50	$ 1,819,500
i	General Plan and Zoning Ordinances	$ 400,000	1.00	$ 400,000
j	Mitigation Fee Study	$ 15,000	1.50	$ 22,500
	Total Major Category	$ 11,077,200		$ 16,218,200

City of Colfax

2006 Mitigation Fee – Council Minutes

Minutes
City Council Meeting
November 14, 2006

Mayor Alpine called the meeting to order at 7:04pm.

Present and answering roll call were Council members Albright, Geiras, and Mayor Alpine.

Suzanne Roberts led the Pledge of Allegiance.

AGENDA APPROVAL

A motion was made by Councilwoman Geiras and seconded by Councilman Albright to approve the agenda as presented. A roll call vote by Council members Albright, Gieras, and Mayor Alpine were all Ayes. Motion passed.

Councilwoman Viscia arrived at the meeting at 7:08pm.

CONSENT AGENDA

1. City Council minutes: October 24, 2006
2. Warrants
3. New Business Licenses for October 2006.
4. Progress Report for Save America's Treasures grant.
5. Status report for $80,000.00 Youth Center HUD Grant (Grant # B-06-SP-CA-0084).
6. Receipt of Letter from Allen and Nancy Edwards setting forth comments on City's Wastewater Treatment Plant 100% Design Plans.
7. Approval of Addendum to Contract for Park and Recreation Master Plan Adding County Area.
8. Receipt of letter from County of Placer Department of Health and Human Services Environmental Health Division re: Colfax Landfill.
9. Consideration of **RESOLUTION 41-2006** Approving Addendum to Lease Agreement between City of Colfax and Sierra Vista Center.

42346-42399	Payables	170,850.78
42405	Payables	5,475.00
Total		**176,325.78**

Ted Back, resident, requested that a sentence be removed from the minutes from the 10/24 Council meeting. A motion was made by Councilwoman Gieras and seconded by Councilman Albright to approve the Consent Agenda as presented, with the exception of deleting the sentence as requested in the minutes, and to adopt **Resolution 41-2006**. A roll call vote by Council members Albright, Gieras, Viscia and Mayor Alpine were all Ayes. Motion passed.

CITY COUNCIL COMMITTEE REPORTS

Mayor Alpine stated that he had been to the Sierra Business Council meeting in Yosemite Park. They talked about Economic Development and strengthening small cities. Mayor Alpine plans to share what he learned at the next Economic Development Commission meeting.
Mayor Alpine also noted that an agreement was made with the Mayor of Auburn that the winning football team between Placer High and Colfax High will receive the "Rail" and plaque to display in City Hall. The "Rail" is to signify the connection between the two cities. The Rail and Plaque are in Colfax City Hall after Colfax beat Placer 31-0.

PUBLIC COMMENT

Cynthia Jacobs, resident and business owner, stated that she would like to see the people of Colfax become more involved in the City. She has heard that business owners are having concerns about their business. Cynthia is starting a committee called Concerned Citizens for Colfax.
Helen Wayland, Historical Society, noted that the Colfax Depot has been honored by the Office of Historic Preservation by receiving a Governors Award. Only 11 of these awards have been awarded in California and 2 of them are in Placer County.

INFORMATION REPORTS FROM STAFF AND OTHERS

Joan Phillipe, City Manager, stated that SACOG was conducting simultaneous workshops on November 16th. There will be 8 community workshops dealing with traffic congestion, air quality and life issues.
Joan also noted that she received a press release from Nate Beason of Nevada County regarding their WWTP and the financial problems they have had and the fact that the County would like to work with the City on WWTP issues.
Joan stated that she had met with Jim Durfee and he will attend a Council meeting after the first of the year to make a presentation on the Regional Wastewater Project and the potential for Colfax to participate.
Joan talked with people at CABY and learned that Colfax has been put on the Water Shed Grant list for possible funds, but that there are no guarantees to get them.
Joan also shared that Sherrie Conway, City Planning Director, will be on a leave of absence due to a family emergency.

PUBLIC HEARING CONTINUED

1. **Mitigation Fee Presentation: Continued from City Council meeting of October 24, 2006.**
   City Engineer Tom Leland will present the proposed Mitigation Fee for the City of Colfax.

Joan Phillipe, City Manager, wanted to thank the Council for continuing this matter for two meetings so she could bring herself up to date on the information regarding Mitigation Fees for the City.
Tom Leland, City Engineer, went over the Executive Summary regarding Mitigation Fees.

Councilwoman Blackmun arrived for the meeting at 7:28pm.

Council discussed many matters regarding Mitigation Fees. Questions arose regarding where the fees came from and if any possible cuts could be made. Council agreed that the fees were necessary.
Public hearing opened. Patrick Kastner, representing, Colfax Pines, stated that he had written a letter regarding these fees dated 10/23 and had not heard back. He would like to hear back from Tom Leland in writing.
Cynthia Jacob, resident and business owner asked Council to consider the fees fairly and carefully.
Frank Nann, resident spoke against the fees.
Public hearing closed.
Council agreed to appoint a subcommittee of Sharon Gieras and Sherrie Blackmun along with 2 staff members to go over the Mitigation Fees and look for any possible cuts they can make. They will report back at the next Council meeting.

COUNCIL BUSINESS

1. **Foresthill Street Vacation.**
   Report on Proposed Foresthill Avenue Vacation and possible scheduling of Public Hearing. Consider options and make determination on proceeding with Public hearing to vacate street.

Joan Phillipe, City Manager, stated that she was expecting a letter from SCORE tomorrow regarding this matter. She expects that there may be more options available and that Council needs to see the letter prior to making a decision to vacate the street.
Councilman Jim Albright asked that we clarify the name of the street. Is it Foresthill Rd. or Foresthill Ave?
There was no public comment.

2. **California Regional Water Quality Control Board.**
   Receipt of letter from California Regional Water Quality control Board, Central Valley Region Granting Compliance Deadline Extension. Administrative Civil Liability Order No. R5-2003-167, 13267 Order to Submit Information. Hear staff comments and receive and file letter.

Joan Phillipe, City Manager, stated that Colfax has been placed on the Regional Water Board agenda for 12/8 to discuss compliance issues. She will make Council aware of what takes place at the Water Board meeting.
There was no public comment.

3. **Match for CDF grant in the amount of $6050.00.**
   Discussion and determination on providing matching funds in the amount of $6050.00 for a 2006 Volunteer Fire Assistance (VFA) Grant.

Joan Phillipe, City Manager, noted that the City match for these funds was not budgeted for. Council agreed that Cal Fire (CDF) is important to the City and that the funds should be allocated.
There was no public comment.
A motion was made by Councilwoman Gieras and seconded by Councilman Albright to match the Cal Fire (CDF) Grant in the amount of $6,050.00 using reserve funds.. A roll call vote by Council members Albright, Gieras, Viscia, Blackmun and Mayor Alpine were all Ayes. Motion passed.

4. **Agreement Regarding Transit Service to the City of Colfax.**
   Consider by **MOTION** adoption of **RESOLUTION** authorizing the City to enter into an agreement regarding Transit Service to the City of Colfax.

A motion was made by Councilwoman Viscia and seconded by Councilwoman Blackmun to adopt **Resolution 42-2006**. A roll call vote by Council members Albright, Gieras, Viscia, Blackmun and Mayor Alpine were all Ayes. Motion passed.

5. **Starstream CATV request for Assignment of Franchise Transfer to Wavedivision Holdings, LLC.**
   To consider by **MOTION** adoption of **RESOLUTION** approving the Transfer of Ownership of the Cable Communications Franchise from Starstream Communication, Inc. to Wavedivision VI, LLC.

Dave Dire, representative of Wavedivision, stated that he would be managing the Colfax System out of the Rocklin office. Questions arose regarding high speed Internet and Mr. Dire said that there is no plan for high speed Internet at this time.
There was no public comment.
A motion was made by Councilwoman Gieras and seconded by Councilwoman Viscia to adopt **Resolution 43-2006**. A roll call vote by Council members Albright, Gieras, Viscia, Blackmun and Mayor Alpine were all Ayes. Motion passed

CLOSED SESSION

Mayor Alpine read into the record that the City Council will be meeting with Legal Counsel pursuant to Government Code Section 54956.9 Potential Litigation: One Case.
Mayor Alpine closed the regular session of the City Council meeting at 8:55pm.
Mayor Alpine re-opened the meeting at 9:20pm. He stated that there was no reportable action during the closed session.

Mayor Alpine asked Council to write a letter to PCWA regarding the recent rate increase and it's detriment to the City and to arrange for a PCWA Representative to attend a future Council meeting to discuss this issue.

ADJOURNMENT

Being no further business to come before the Council a motion was made by Councilwoman Gieras and seconded by Mayor Alpine to adjourn the meeting. By voice vote of all ayes the meeting was adjourned at 9:23pm.

Minutes
City Council Meeting
November 28, 2006

Mayor Pro-tem Sharon Gieras called the meeting to order at 7:04pm.

Present and answering roll call were Council members Albright, Gieras, and Blackmun.

Mayor Pro-tem Sharon Gieras led the Pledge of Allegiance.

CLOSED SESSION
Mayor Pro-tem Sharon Gieras read into the record that the City Council will be meeting with Legal Counsel pursuant to Government Code Section 54956.9 Potential Litigation: One Case. Mayor Pro-tem Sharon Gieras closed the regular session of the City Council meeting at 6:39pm.

Mayor Alpine arrived at the meeting at 6:39pm.

Mayor Alpine re-opened the meeting at 7:05pm. He stated that there was no reportable action during the closed session.

AGENDA APPROVAL
A motion was made by Councilwoman Gieras and seconded by Councilman Albright to approve the agenda as presented. A roll call vote by Council members Albright, Gieras, Blackmun and Mayor Alpine were all Ayes. Motion passed.

CONSENT AGENDA
1. City Council Minutes: November 14, 2006
2. Warrants.
3. Treasurers Report.
4. Request for street closure for Christmas Light Parade.
5. By **RESOLUTION 44-2006** approve Department of Forestry and Fire Protection Agreement #7FG60023 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978 and Authorizing Execution of Agreement.
6. Receipt of Letter from California Integrated Waste Management Board Approving 2005/2006 Used Oil Block Grant Annual Report.
7. Consideration of policy regarding Event Application and Approval.

42407-42430	Payables	171,455.26
42431	Payables	18,950.00
42432	Payables	20,455.00
Total		**210,860.26**

Council discussed various items in the Consent Agenda.
Joan Phillipe, City Manager, noted that she would have a sewer report at the next council meeting. She also noted a mistake in the 11/14/06 City Council Minutes.

A motion was made by Councilwoman Gieras and seconded by Councilwoman Blackmun to approve the Consent Agenda as presented with the exception of correcting the error as requested in the minutes, and to adopt **Resolution 44-2006.** A roll call vote by Council members Albright, Gieras, Blackmun and Mayor Alpine were all Ayes. Motion passed.

CITY COUNCIL COMMITTEE REPORTS

Councilwoman Gieras noted that she had been to the WAC/MAC meeting. They are still working on a community plan and they want people to attend the meetings.
Councilwoman Gieras also stated that on December 19th at 9:00am the Board of Sups for Placer County will honor Colfax for the work done on the Depot Project.
Councilwoman Gieras also reminded everyone about the Christmas Fair, Parade, Photos with Santa and the Soup Kitchen all happening in town this Saturday December 2nd.
Mayor Alpine wanted to thank the Lion Club for the Thanksgiving Meal served this year at Thanksgiving.
Mayor Alpine also wanted to congratulate the Colfax High School Varsity Football team for their season's accomplishments thus far.
Mayor Alpine also noted that the Governor of California has acknowledged the work Colfax has done on the depot project.
Councilwoman Gieras wanted to invite everyone to this months Coffee Klatch at Starbucks. They meet the second Friday of the month. Beginning in January they will be meeting in the back room at TJ's Roadhouse.

Councilwoman Viscia arrived at the meeting at 7:15pm.

Public comment opened. Tracy Hall, resident and member of the Parks and Recreation Commission, stated that she wants to make the Skate Park a City project.
Mayor Alpine noted that this subject would come up later in the agenda and that her comments should be saved for that time.
Ken Delfino, resident, noted that 5 Colfax Junior Falcons and 5 Junior Falcon Cheerleaders have made the Allstars and that this is a great honor.
Cindy Jacob, resident, wanted to invite everyone to Emma Mae Jacobs' concert. She also noted that the Colfax Junior Falcon Cheerleaders will open for Emma Mae as they prepare to go to the National Championships in Las Vegas in February.
Public comment closed.

INFORMATION REPORTS FROM STAFF AND OTHERS

Joan Phillipe, City Manager, wanted to remind Council of the 12/8 Placer County Water Board meeting.
Joan Phillipe also met with Senator Cox regarding Grant opportunities, Celia Mc Adams, and SCORE to get up to speed with them on liability and administrative aspects.

COUNCIL BUSINESS

1. **Foresthill St. Vacation**
   Continued discussion of options for Foresthill St. vacation and possible scheduling of Public Hearing. Determine which option to pursue and if necessary direct staff to schedule Public Hearing for December 12, 2006.

Joan Phillipe, City Manager, stated to Council that this matter was continued from the last meeting due to a delay of a letter from SCORE. She reminded Council of the 4 options they

have regarding Foresthill St. and that she had met with the Priors and the Shaffers and that they had not come to an agreement.
Public comment opened. Val Shaffer stated that she was the spokesperson for the Shaffer family and that she wanted Foresthill St. called Foresthill Alley and wanted it noted as such in all paperwork.
Bill Prior commented on how long this process has taken and that his family will be fine with whatever decision is made.
Public comment closed.
Mayor Alpine stated that he appreciates the patience the residents of Foresthill St. have had.
A motion was made by Mayor Alpine to leave the street as it is and seconded by Councilwoman Blackmun. A roll call vote by Council members Albright, Gieras, Viscia, Blackmun and Mayor Alpine were all Ayes. Motion passed.

2. **Mitigation Fee Report and Report from Subcommittee**

Continued discussion on Mitigation Fee Report and Report from Subcommittee.

By **MOTION** adopt **RESOLUTION** accepting Mitigation Fee Report with Subcommittee Recommendations and schedule for introduction and first reading on December 12, 2006 an Ordinance Authorizing Collection of Fees.

Councilwoman Gieras, Tom Leland and Joan Phillipe met to reduce or delete items from the Mitigation Fee Schedule. Councilwoman Blackmun was also on this subcommittee, but was unable to meet.
Councilwoman Gieras stated that with the cuts, the Mitigation Fees as presented are in line with, and in fact lower then, the costs of building right outside the city limits.
Council and Staff discussed many aspects of the Mitigation Fees.
Public comment opened. Cindy Jacob, resident, stated that she thinks fees are ok for big companies, but has concerns for the little businesses and does not want the fees to scare them away.
Ken Delfino, resident, wants the Mitigation Fees to go out for public approval.
Melba Delfino, resident, stated that she thinks the Mitigation Fees are needed, but wants the public to be more informed.
Gary Todd, resident and business owner, stated that he believes that work needs to be done in the City of Colfax to make it more presentable, which would help new businesses want to come here.
Mayor Alpine noted that things have been done to improve the downtown area like the bathrooms and the depot. Also, different ways to stimulate new business has been discussed.
Gary Todd stated that he still has not been paid for work done around the depot project.
Mayor Alpine suggested that Gary Todd and Joan Philippe meet to get this taken care of.
Cindy Jacob wanted to make sure that it is noted that she agrees with the Mitigation Fees and that it does not make sense not to have them. She just wants Council to look at it one more time.
Ted Back, resident, stated gasoline tax money comes to the City, but that it is not spent on road repairs.
Tracy Hall, resident, stated that the City of Colfax needs to look more attractive to visitors and residents.
Public comment closed.

A motion was made by Councilwoman Blackmun and seconded by Councilman Albright to accept the Mitigation Fee Report with Subcommittee recommendations and schedule for introduction and first reading of an Ordinance Authorizing Collection of Fees on December 12, 2006. A roll call vote by Council members Albright, Gieras, Viscia, Blackmun and Mayor Alpine were all Ayes. Motion passed.

3. **Recommendation from Parks and Recreation Commission to make Skate Park a City Project.**

Councilwoman Gieras stated that Mitigation Fees would have helped with this project.
Public comment opened. Tracy Hall, resident, stated that the skate park would be like any other park for people to enjoy. The Parks and Recreation Committee would like this to be their new project since the Downtown Restroom project is now completed.
Cindy Jacob, resident, stated that she liked Tracy Halls idea.
Public comment closed.
Mayor Alpine stated that he has been looking at quotes, blue prints and has information to give to Joan Phillipe.
Councilman Albright wants to do this project right.
A motion was made by Councilwoman Gieras and seconded by Councilman Albright to accept staff recommendation to not make the Skate Park a City Project. A roll call vote by Council members Albright, Gieras, Viscia, Blackmun and Mayor Alpine were all Ayes. Motion passed.

CLOSED SESSION

Mayor Alpine read into the record that the City Council will be meeting with Legal Counsel pursuant to Government Code Section 54956.9 Potential Litigation: One Case.
Mayor Alpine closed the regular session of the City Council meeting at 9:26pm.
Mayor Alpine re-opened the meeting at 9:32pm. He stated that there was no reportable action during the closed session.

ADJOURNMENT

Being no further business to come before the Council a motion was made by Councilman Albright and seconded by Councilwoman Blackmun to adjourn the meeting. By voice vote of all ayes the meeting was adjourned at 9:32pm.

Minutes
City Council Meeting
January 9, 2007
Submitted by Acting City Clerk, Grace Hardy

Mayor Gieras called the meeting to order at 7:00 pm.

Present and answering roll call were Council members Alpine, Blackmun, Albright, Roberts and Mayor Gieras.

Mayor Gieras led the Pledge of Allegiance.

AGENDA APPROVAL
Mayor Gieras requested that Council Business #4 be moved to the first presentation.
The Council concurred. A motion was made by Councilman Alpine and seconded by Councilman Albright to approve the agenda change. A roll call vote by Council members Alpine, Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Motion passed.

CONSENT AGENDA
1. City Council Minutes: December 12, 2007
2. Warrants
3. New Business Licenses: December 2006
4. Receipt of Resignation from Tom Dunipace: Design Review Committee
5. Receipt of Resignation from John Potter: Economic Development Commission
6. Consideration of appointment of Angelo Napolitano: Parks & Recreation Commission
7. Request of schedule Council Workshop Session on January 30, 2007 at 6:00 pm for the purpose of discussing with the City Manager goals, objectives, and policies.
8. Filing of Grant Application in the amount of $10,000 with PG&E Charitable Contributions Program for the Youth Center.
9. Filing of Grant Application in the amount of up to $50,000 with the Sierra Stewardship Council for a project to be determined.

42491-42541	Payables	163,449.09
42542-42548	Payables	20,553.28
42549-42556	Payables	12,312.38
42557-42561	Payroll	700.00
42562-42566	Payroll	700.00
42567-42571	Payables	1,890.57
		$199,605.32

Mayor Gieras asked for a correction to the minutes, citing Councilwoman Roberts had attended the Coffee Klatch not Blackmun.
Ted Back requested Item 1. be excluded from the approval of the consent agenda.
A motion was made by Councilwoman Blackmun and seconded by Councilman Alpine to accept the Consent Agenda with the correction and removal of item 1. A roll call vote by Council members Alpine, Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Motion passed.

Ted Back addressed the Council in regard to item #1 of the Consent Agenda.
Mr. Back presented to the Council a written statement which he requested be included in the minutes, citing the public comment included in the minutes did not reflect his intent.
A motion was made by Councilman Albright and seconded by Councilman Alpine to accept the addition to the minutes as presented by Ted Back. A roll call vote by Council members Alpine, Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Motion passed.

CITY COUNCIL COMMITTEE REPORTS

Mayor Gieras reported on various meetings she would be attending. Krantz Coffee Klatch would be held Friday at 8:00 am. Representing Colfax will be Mayor Gieras, Council members Albright and Roberts.
She reported on a letter received from Dave Jones regarding the White House Fellowship program. The letter will be at City Hall for anyone interested in obtaining information about the program.

PUBLIC COMMENT

Rosemary Freiborn, Friends of the Animals, spoke regarding the Board of Supervisors meeting to be held January 23rd regarding the agenda topic Capital Impact Fee. This will be a fee to build the new West Roseville Animal Shelter and upgrade the existing Auburn facility. She asked that the public question the funding and the fee that will be imposed on the cities located in Placer County.
John Potter, President of the Chamber of Commerce spoke regarding upcoming activities that are planned for the city. He asked for support of the Chamber from the City Council and Community.
Helen Wayland, Colfax Historical Society, presented a corrected copy of the Governor's Historic Preservation Award to the city. She commented on the need to regulate the parking around the new depot and proposed a right turn lane be added on Grass Valley at the intersection of Grass Valley and Main for easier access to the bank and Railroad Ave.
Councilman Alpine requested staff to follow up with businesses in the depot area who store materials in the parking areas.

INFORMATION FROM STAFF AND OTHERS

City Manager, Joan Phillipe, spoke to the following items:

- Thanked Gary Todd for the asphalt he has given the city.
- A recent visit by Regional Water Board Executive officer, Pamela Creedon. Ms. Phillipe felt the meeting was very positive and the tour of the WWTP was well received.
- She will be presenting a report to the League of California Cities, 1st week in February, regarding issues surrounding financing for the small cities.

PUBLIC HEARING

Second Reading of Mitigation Fee Ordinance and Public Hearing for Consideration of Adoption.

Consider by motion adoption of Ordinance 488 to become effective in 30 day with fees implemented in 60 days.

The introduction and first reading of the Ordinance had accorded at the December 12, 2006 meeting and amendments had been made to the document. The public hearing was duly noticed as required. The adoption of the ordinance creates the mechanism for the city to collect the mitigation fees, and establish a clear-cut policy that development will pay for its proportionate share of impacts to the city as the result of new growth. Tom Leland, City Engineer was on hand to answer questions. Following Council discussion and questions the public hearing was opened at 7:40pm.

Ross Edwards spoke in opposition of the proposed fees and requested the staff to re-visit the charges that they would hinder growth. He also asked for clarity as to building fees, permits that they be similar to market.

Hidi Allen spoke in opposition of the proposed fees and asked for an extension of the approval process for the community to more fully understand and question.

Gordon Allen, spoke in opposition of the proposed fees and asked what the fee structure was based on and raised the issue of a comparison with Grass Valley fees.

Hidi Allen, asked what the vision of the city and future growth was. It was explained the City has a very clear vision statement that is voted on every year.

The City Manager explained that the City only receives about 17cents from every dollar of tax money and limited population hinders the city. Also these fees are a starting point and can be reviewed annuallly.

Public hearing closed at 8:10pm

Following Council questions and discussion a motion was made by Councilwoman Blackmun and seconded by Councilman Albright to adopt Ordinance 488 adding Chapter 3.56 Mitigation Impact Fees, to the Colfax Municipal Code.

A roll call vote by Council members Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Councilman Alpine was No. Motion passed.

Ordinance 488 passed. It will be effective in 30 days, fees to be effective in 60 days.

COUNCIL BUSINESS

4. Receipt of annual Financial Report for the year ending June 30, 2006 prepared by Campbell, Benn, and Taylor.

Michael Shimizu, representing Campbell, Benn & Taylor, presented the annual financial report to the City Council. He noted there were no new findings and suggestions to the City for improvement to the audit process. He noted all internal controls were in place and the City met all standards.

No public comment

A motion was made by Councilman Alpine and seconded by Councilwoman Blackmun to accept the financial report dated June 30, 2006, as prepared by Campbell, Benn & Taylor. A roll call vote by Council members Alpine, Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Motion passed.

1. **Consideration of Adoption of Memorandum of Understanding (MOU) between the City of Colfax and Colfax Elementary Scholl to Expand Youth Center Program to Colfax Elementary School**

By resolution to consider accepting MOU between the City of Colfax and Colfax Elementary School to expand Youth Center Program to Colfax Elementary School.

Leslie Bussinger, Administrative Officer, reviewed the staff report and noted the elementary site will house the kindergarten to fifth grade children, with approximately 40 in attendance. There would be no charge to the City. Ms. Bussinger presented five verbiage changes to the document.

Public Comment: none

Following Council questions and discussion a motion was made by Councilwoman Blackmun and seconded by Councilman Alpine to adopt Resolution #1-2007 a MOU between the City of Colfax and Colfax Elementary School District with presented changes.

A roll call vote by Council members Alpine, Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Motion passed. **Resolution #1-2007 passed.**

2. **Discussion on Youth Center Fee Schedule addressing non-resident fees.**

By Resolution to consider accepting fee schedule that includes an adjusted rate for non-resident users.

Leslie Bussinger, Administrative Officer, passed out to the Council a staff report in explanation that the non-resident adjusted fee schedule would be set at $5.00 per month in addition to the standard $150 rate which the Council had approved at the December 2006 meeting. These fees would off set impacts to the City's General Fund.

Public Comment: none

Following Council discussion and questions a motion was made by Councilwoman Blackmun and seconded by Councilman Albright to adopt Resolution #2-2007 accepting Youth Center Fee Adjustment to non-residents of City of Colfax users. A roll call vote by Council members Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Councilman Alpine voted no. Motion passed. **Resolution #2-2007 passed**

3. **Status report on refuse contract including surrounding area fees and direction to proceed with negotiating expanded contract with Tahoe Truckee Disposal.**

Status report of rates from other jurisdictions and any other information and determine whether to direct staff to proceed with extending existing contract or prepare a request for proposal.

The City Manager provided to the Council requested information of comparable residential rates between Colfax and surrounding areas in addition to a summary of refuse accounts within Colfax. On hand to answer questions from Tahoe Truckee was Jeff Collins, David Achiro, and Joe Carrillo. Council posed questions regarding green waste, best method of pick up and re-cycle and the re-cycle bins at the corporation yard.

Public Comment: Ted Back addressed the Council handing out a page of three concerns, and asked of possible future rates of a renegotiated contract.

The City Manager noted the action of the Council was to direct staff to 1) proceed with extending existing contract or 2) prepare a Request for proposal. In either situation the completed contract would come back before the Council for review and approval.
Following discussion a motion was made by Councilman Albright and seconded by Councilwoman Blackmun to proceed with extending existing contract with Tahoe Truckee. A roll call vote by Council members Alpine, Blackmun, Albright, Roberts, and Mayor Gieras was all Ayes. Motion passed.

5. **Council Member 2007 appointments to various Commissions and Boards.**
Consider and approve Mayor's recommendations for apportionments of Council Members to sit on various Commissions and Boards.
The Council members discussed the various boards and commissions that they participate on. Each Council member voiced their desires and assignments were completed for 2007. The Council, by voice, concurred with the final assignments.

CLOSED SESSION
The Mayor read the following in to the record:
Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 Number of cases: 2. The City Manager corrected to only one case.
The regular session of the Council meeting was closed by the Mayor at 9:35 pm

The regular session was re-opened at 9:55pm. The Mayor stated there was no reportable action

ADJOURNMENT
Being no further business to come before the Council, by voice consensus the Council adjourned the meeting at 9:55 pm.

CITY OF COLFAX

ORDINANCE NO. 488

AN ORDINANCE OF THE CITY OF COLFAX ADDING CHAPTER 3.56 TO THE COLFAX MUNICIPAL CODE RELATING TO MITIGATION FEES

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

Section 1. The following chapter entitled Mitigation Impact Fees and numbered 3.56 is hereby added to the Colfax Municipal Code:

Chapter 3.56

MITIGATION IMPACT FEES

Section 3.56.010. Findings.

The City Council of the City of Colfax does hereby find and declare as follows:

(a) The State of California, through the enactment of Government Code Section 66000 et seq. has, conferred upon local government units authority to adopt fees imposed on a specific project in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project.

(b) The imposition of mitigation impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of public facilities and service improvements necessary to accommodate such development. This must be done in order to promote and protect the public health, safety, and welfare.

(c) This ordinance recognizes that all new development within the City will result in additional growth and that such growth will place additional burdens on various city facilities, infrastructure, and services. This ordinance further recognizes the types of land development that will generate impacts necessitating the acquisition of land and construction of public facilities and expansion of services and infrastructure in order to meet and accommodate them.

(d) All land uses within the City should bear a proportionate financial burden in the construction and improvement of public facilities and services necessary to serve them.

(e) The mitigation impact fees established by this ordinance are based upon the costs that are generated through the need for new facilities and other capital acquisition costs required, incrementally, by new development within the City of Colfax.

(f) The fees established by this ordinance do not exceed the reasonable cost of providing public facilities occasioned by development projects within the City of Colfax.

(g) The fees established by this ordinance relate rationally to the reasonable cost of providing public facilities occasioned by development projects within the City of Colfax.

(h) The fees established by this ordinance are consistent with the goals and objectives of the City's General Plan and are designed to mitigate the impacts caused by new development throughout the City. Mitigation impact fees are necessary in order to finance the required facilities and service improvements and to pay for new development's fair share of their construction costs.

Sec. 3.56.020. Definitions.

For purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meanings respectively ascribed to them by this section:

(a) "Development Project" means any project undertaken for the purpose of development. "Development Project" shall include a project involving the issuance of a building permit for construction or major reconstruction or remodeling for single and multi-family residential units, commercial, or industrial buildings. The term "Development Project" shall also include permits for erection of manufactured housing or structures, and structures moved into the City.

(b) "Fee" means a monetary exaction, other than a tax or special assessment, which is charged by the City of Colfax to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees specified in Section 66477 of the California Government Code, fees for processing applications for governmental regulatory actions or approvals, or fees collected under development agreements adopted pursuant to Title 7, Chapter 4, Article 2.5 (commencing with Section 65864) of the California Government Code.

(c) "Public Facilities" includes public improvements, public services, and community amenities.

Sec. 3.56.030. Establishment of Fees.

The following mitigation impact fees are hereby established and imposed on the issuance of all building permits for development within the City of Colfax to finance the cost of the following categories of public facilities and improvements required by new development.

(a) Roads.

A mitigation impact fee is hereby established for roads.

(b) Drainage.

A mitigation impact fee is hereby established for drainage.

(c) Drainage with E-W Culverts.

A mitigation impact fee is hereby established for drainage with e-w culverts.

(d) Trails.

A mitigation impact fee is hereby established for trails.

(e) Parks and Recreation.

A mitigation impact fee is hereby established for parks and recreation.

(f) City Buildings.

A mitigation impact fee is hereby established for city buildings.

(g) City Vehicles.

A mitigation impact fee is hereby established for city vehicles.

(h) Downtown Parking

A mitigation impact fee is hereby established for downtown parking.

For each mitigation impact fee hereby established, the City Council shall, by resolution: Establish the specific amount of the fee; Identify the purpose of the fee; Identify the specific use to which the fee is to be put; Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed; Determine how there is a reasonable relationship between the need for the public facility and the impacts caused by the type of development project on which the fee is imposed; and Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development project for which the fee is imposed.

Sec. 3.56.040. Imposition of Mitigation Impact Fee

(a) Any person who, after the effective date of this ordinance, seeks to develop land within the city by applying for a building permit, is hereby required to pay the appropriate mitigation impact fees established pursuant to Section 3.56.030 as the same may be applicable, in the manner, amount and for the purposes therein referenced.

(b) No permits or extension of permits for the activities referenced in subsection (a) shall be granted unless and until the appropriate mitigation impact fees hereby required have been paid to the city.

Sec. 3.56.050. Creation of Special Funds

Each fee collected pursuant to this ordinance shall be deposited in a special fund created to hold the revenue generated by each such fee. Monies within each such fund may be expended only by appropriation by the City Council for specific projects that are of the same category as that for which the money was collected. In this regard, the following special funds are hereby created and established for the purpose indicated:

(a) A Roads Fund is hereby established. The Roads Fund is a fund for payment of the actual or estimated costs of constructing and improving roads and appropriate study and planning costs.

(b) A Drainage Fund is hereby established. The Drainage Fund is a fund for payment of the actual or estimated costs of constructing and improving drainage facilities and appropriate study and planning costs.

(c) A Drainage c. with E-W Culverts Fund is hereby established. The Drainage c. E-W Culverts Fund is a fund for payment of the actual or estimated costs of constructing and improving drainage facilities in that area of the city requiring the construction/upgrade of an east west culvert including appropriate study and planning costs.

(d) A Trails Fund is hereby established. The Trails Fund is a fund for payment of the actual and estimated costs of constructing and improving trails within the city, including any required acquisition of land and appropriate study and planning costs.

(e) A Parks and Recreation Fund is hereby established. The Parks and Recreation Fund is a fund for payment of the actual and estimated costs of acquiring equipment, and constructing and improving the park and recreation facilities within the City, including any required acquisition of land, as well as grading, irrigation and turfing costs associated herein.

(f) A City Buildings Fund is hereby established. The City Buildings Fund is a fund for payment of the actual and estimated costs of constructing and/or improving city buildings within the city, including any required acquisition of land and appropriate study and planning costs.

(g) A City Vehicles Fund is hereby established. The City Vehicles Fund is a fund for payment of the actual and estimated costs of city equipment.

(h) A Downtown Parking Fund is hereby established. The Downtown Parking Fund is a fund for payment of the actual and estimated costs of providing municipal parking including the acquisition of land, actual and estimated costs of constructing improvements including appropriate study and planning costs, grading and paving costs.

Sec. 3.56.060. Expenditure and Reimbursement of fees.

(a) Fees subject to this chapter shall be deposited, invested, accounted for and expended pursuant to California Government Code Section 66006. The fees shall be held in separate public facility funds to be expended for the purpose for which they were collected. Any interest

income earned by moneys in the capital facilities fund shall also be deposited in that fund and shall be expended only for the purpose for which the fee was originally collected.

(b) For the fifth fiscal year following the first deposit into the account or fund, and every five years thereafter, the City Council shall make findings with respect to that portion of the account or fund remaining unexpended, pursuant to California Government Code Section 66001.

The City Council shall order a refund of unexpended or uncommitted fees for which a need cannot be demonstrated, along with accrued interest, to the then current owner(s) of lots or units of the development project(s) on a prorated basis. The Finance Director may refund these fees by direct payment or by offsetting other obligations owed to the City by the then-current record owner(s) of the development project(s).

Sec. 3.56.070. Fee Payment.

The fees established pursuant to this ordinance shall be paid for the property on which a development project is proposed at the time of the issuance of any required building permit, except as otherwise provided below. Provided, however, that fees imposed on residential development shall be collected in accordance with the provisions of California Government Code Section 66007, as the same presently exists or may hereafter be amended from time to time.

All fees collected shall be promptly transferred or deposited into the appropriate funds referenced in Section 3.56.050.

Sec. 3.56.080. Use of Funds.

(a) Funds collected from mitigation impact fees shall be used for the purpose of: 1) paying the cost of development and administration of the impact fee program, 2) paying the actual or estimated costs of construction and/or improving the public facilities within the City to which said specific fee or fees relate, including any required acquisition of land or rights-of-way therefore; 3) reimbursing the City for the development's share of those public facilities already constructed by the City or to reimburse the City for costs advanced, including without limitation, administrative costs incurred with respect to a specific public facility project; or 4) reimbursing other developers who have constructed public facilities described in the resolution adopted pursuant to Section 3.56.030, where those facilities were beyond that needed to mitigate the impact of said developer's project or projects.

(b) In the event that bonds or similar debt instruments are issued for advanced provision of public facilities for which mitigation impact fees may be expended, impact fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the facilities provided are of the type to which the fees involved relate.

(c) Funds may be used to provide refunds as described in Section 3.56.090.

Sec. 3.56.090. Refund of Fees Paid.

(a) If a building permit expires without commencement of construction, then the fee payer shall be entitled to a refund, without interest, of the impact fee paid as a condition for its issuance, except that the City shall retain one percent (1%) of the fee to offset a portion of the costs of collection and refund. The fee payer must submit an application for such a refund to the City Clerk within 30 calendar days of the expiration of the permit. Failure to timely submit the required application for refund shall constitute a waiver of any right to the refund.

Sec. 3.56.100. Exemptions.

No fee shall be due for the reconstruction of any existing residential, commercial, or industrial development project that is damaged or destroyed as a result of a natural disaster, as declared by the Governor of the State of California, a local emergency declared by the City Council or from fire, flood or other private calamity. Any reconstruction, or portion thereof, which is not substantially equivalent to the damaged or destroyed property shall be deemed to be new construction and shall be subject to the applicable fee.

Any claim of exemption with respect to any one or more of the fees referenced in Section 3.56.030 must be made no later than the time of application for a building permit.

Sec. 3.56.110. Developer Construction of Facilities.

(a) In-Lieu Fee Credits for Construction of Improvements.

(1) A developer that has been required by the City to construct any facilities or improvements (or a portion thereof) described in the resolution adopted pursuant to Section 3.56.030 as a condition of approval of a development permit may request an in-lieu credit of the specific mitigation impact fee(s) involved for the same development. Upon request, an in-lieu credit of fees shall be granted for facilities or improvements that mitigate all or a portion of the need therefore that is attributable to and reasonably related to the given development.

(2) Only costs proportional to the amount of the improvement or facility that mitigates the need therefore attributable to and reasonably related to the given development shall be eligible for in-lieu credit, and then only against the specific relevant fee(s) involved to which the facility or improvement relates.

(3) Fees required under this ordinance shall be reduced by the actual construction costs of the facilities or improvements that relate to said fees, as demonstrated by the applicant and reviewed and approved by the City. If the cost of the facilities or improvements is greater than the required relevant fees, this ordinance does not create an obligation on the city to pay the applicant the excess amount.

(4) An amount of in-lieu credit that is greater than the specific fee(s) required under this ordinance may be reserved and credited toward the fee of any subsequent phases of the same development, if determined appropriate by the City. The City may set a time limit for reservation of the credit.

(5) Credits shall be calculated by the City in accordance with the fee schedule set forth in the resolution to be adopted pursuant to Section 3.56.030.

(b) Developer Construction of Facilities Exceeding Needs Related to Development Project.

Whenever an applicant is required, as a condition of approval of a development permit, to construct any facility or improvement (or a portion thereof) described in the resolution adopted pursuant to Section 3.56.030 which facility or improvement is determined by the city to exceed the need therefore attributable to and reasonably related to the given development project, a reimbursement agreement with the applicant and a credit against the specific relevant fee which would otherwise be charged pursuant to this ordinance on the development project, shall be offered. The credit shall be applied with respect to that portion of the improvement or facility that is attributable to and reasonably related to the need therefore caused by the development. The amount to be reimbursed shall be that portion of the cost of the improvement or facility that exceeds the need therefore attributable to and reasonably related to the given development. The reimbursement agreement shall contain terms and conditions mutually agreeable to the developer and the city, and shall be approved by the City Attorney.

(c) Site Related Improvements.

Credit shall not be given for site-related improvements, including, but not limited to, traffic signals, right-of-way dedications, or providing paved access to the property, which are specifically required by the project in order to serve it and do not constitute facilities or improvements specified in the resolution referenced in Section 3.56.030 hereof.

(d) Determination of Credit.

The developer seeking credit and/or reimbursement for construction of improvements or facilities, or dedication of land or rights-of-way, shall submit such documentation, including without limitation, engineering drawings, specifications, and construction cost estimates, and utilize such methods as may be appropriate and acceptable to the City to support the request for credit or reimbursement. The City shall determine the credit for construction of improvements or facilities based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if he determines that such estimates submitted by the developer are either unreliable or inaccurate. The City shall determine whether facilities or improvements are eligible for credit or reimbursement.

(e) Time for Making Claim for Credit

Any claim for credit must be made no later than the application for a building permit. Any claim not so made shall be deemed waived.

(f) Transferability of Credit – Council Approval

Credits shall not be transferable from one project or development to another without the approval of the City Council.

(g) Appeal of Determination of City

Determinations made by the City pursuant to the provisions of this section may be appealed to the City Council by filing a written appeal (setting forth in detail the factual basis therefore) with the City Clerk, together with a fee established by resolution of the City Council, within ten (10) calendar days of the determination of the City. The appeal shall be considered by the City Council at a public hearing to be held, noticed and conducted within sixty (60) days after the filing of the appeal. The decision of the City Council on the appeal shall be final.

Sec. 3.56.120. Review.

(a) Except for the first year this ordinance is in effect, no later than one hundred and eighty (180) days following the end of each fiscal year, the Finance Director shall prepare a report for the City Council identifying the balance of fees in the various funds established pursuant to Section 3.56.050, the facilities constructed, and the facilities to be constructed.

(b) At a noticed public hearing, the City Council shall review the report and the mitigation impact fees to determine whether the fee amounts continue to be reasonably related to the impact of development and whether the described public facilities are still needed. The Council may revise the mitigation impact fees to include additional projects not previously foreseen as being needed.

(c) The report prepared by the Finance Director and its review by the City Council, as well as any findings thereon, shall be subject to the provisions of California Government Code Section-66001(d), to the extent applicable (which shall be controlling in the event of any conflict).

Sec. 3.56.130, Controlling State Law.

The provisions of this ordinance and any resolution adopted pursuant hereto, shall at all times be subject and subordinate to the provisions of Chapter 5 (commencing with Section 66000), Division 1, of Title 7 of the California Government Code, as the same presently exist or may hereafter be amended from time to time, to the extent the same are applicable. In the event of any conflict between the provisions of this ordinance and said state law, the latter shall control.

Sec. 3.56.140. Superceding Provisions.

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

Sec. 3.56.150. Severability.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by 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 2. Effective Date.

This ordinance shall be in full force and effect thirty (30) days from and after its adoption with the fee schedule effective sixty (60) days from adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 9th day of January 2007, and passed and adopted at a regular meeting of the City Council of the City of Colfax held on the _____ day of _____2007, at a duly held regular meeting of the City Council of the City of Colfax, by the following vote:

AYES:
NOES:
ABSENT:

_____
Sharon Gieras
Mayor

APPROVED AS TO FORM:

_____
P. Scott Browne
City Attorney

ATTEST:

_____
Grace Hardy
Acting City Clerk

October 4, 2006

To: Joan Phillipe, City Manager

From: Tom Leland, City Engineer

Re: Mitigation Fee Study

Background
Mitigation fees are used to provide for a funding mechanism for construction of new facilities and studies needed by the City due to growth of new developments in or near the City.

At the June 13 Council meeting an initial draft mitigation feet study was presented. At that meeting, the Council directed staff return with a project list and a more refined estimate to the June 27 Council meeting.

At the June 27, 2006 Council meeting a revised project list was presented and after discussion, the Council requested modification and deletion of some of the projects concerning trails and Union Pacific Railroad under crossing project.

The modifications were made and the final report dated August 14, 2006 was published with all Exhibits and graphics. The report contains: a vacant land use inventory for inside existing City limits and in nearby outside City areas; a list of projects and estimated cost; a schedule of generation factors and equivalent dwelling unit (EDU) factors by type of land use and major category of improvement; and mitigation fee schedules-Table IV-1.

There are three mitigation fee schedule scenarios prepared depending on which areas and conditions are to be included. The three scenarios are:

1. Total existing City vacant land and outside City the total land at build-out per existing zoning;
2. Total build-out of vacant land inside and outside the City only per existing zoning; and
3. Total build-out of land inside the City and vacant outside City land where existing assessed "structure" value is less than $40,000. *This assumes that if a parcel of land outside the City has a structure assessed at less than $40,000, it is a barn or similar out structure and is thus not a residence or a "developed" property.*

The mitigation fees are based on build out of the vacant land. If a shorter time than build out occurs, than less EDU's will be available to spread the costs, assuming the costs will stay the same. With less EDU's, then the cost per EDU increases for each of the major categories.

Mitigation Fee Implementation Procedure

In general in order to implement mitigation fees the following is needed:

A. Prepare a mitigation fee study and report including nexus. The August 14, 2006 report;

B. Prepare an environmental document, for this project. The attached categorical exemption has been prepared.

C. Advertise and notice for a public hearing.

D. Conduct public hearing and after hearing or continued hearing for additional information:

   a. Approve the categorical exemption;

   b. Approve the project list;

   c. Approve the EDU equivalents to be used by land use types;

   d. Select the schedule to use.

E. Adopt an ordinance for the mitigation fee schedule and repeal the previous Traffic Impact Fee (TIF) Ordinance adopted in 1998. It is recommended that:

   a. The new ordinance allow the impact fees be adjusted by the ENR20 Cities Construction Cost Index each year on a date to be selected;

   b. That the projects, cost estimates and fees be reviewed annually and updated if necessary.

Recommendation

1. Make a motion to approve the categorical exemption, approve the project list, and approve the equivalent EDU's by land use type in the report.
2. Select and make a motion to approve the fee schedule to be used.
3. Follow procedure for adoption of an Ordinance to accomplish the above.

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CITY OF COLFAX
NOTICE OF EXEMPTION
(EXEMPT VERIFICATION)

To: Placer County Clerk
Placer County Recorder's Office
2954 Richardson Drive
Auburn, CA 95603

From and return to:
City of Colfax
P.O. Box 702
Colfax, CA 95713

Project Title: Adoption of Major Projects Mitigation Fees

Project Location: City of Colfax

APN#: City-Wide and Areas within the Sphere of Influence

Project Location (City) Colfax, CA **Project Location (County)** Placer

Description of (Nature, Purpose, and Beneficiaries)

(Nature):
Mitigation fees are used to provide for a funding mechanism for construction of new facilities and studies needed by the City's due to growth of new development in or near the City. A report dated August 14, 2006 was developed by the City Engineer with all Exhibits and graphics. The report contains the following: a vacant land use inventory for inside existing City limits and in nearby outside City areas; a list of projects and estimated cost; a schedule of generation factors and equivalent dwelling unit (EDU) factors by type of land use and major category of improvement; and mitigation fee schedules-Table IV-1.

Projects were identified for each of the following categories: roads, sewer, drainage, trails, parks and recreation, City/Public Buildings, City vehicles, downtown parking, General Plan and Zoning Ordinance Updates, and Mitigation Fee Study.

Three mitigation fee schedule scenarios were prepared depending on which areas and conditions are to be included. The three scenarios are:

1. Total existing City vacant land and outside City the total land at build-out per existing zoning;
2. Total build-out of vacant land inside and outside the City only per existing zoning; and
3. Total build-out of land inside the City and vacant outside City land where existing assessed "structure" value is less than $40,000.

(Purpose): To mitigate impacts of growth on City facilities.

(Beneficiaries): City and Community of Colfax

Name of Public Agency Approving Project: City of Colfax

Name of Person or Agency Carrying Out Project: City of Colfax
Exempt Status: (Check one)

- ☐ **Ministerial (Section 21080 (b)(1));**
- ☐ **Declared Emergency (Sec. 21080(b)(3); 15269(a);**
- ☐ **Emergency Project (Sec. 21080(b)(4); 15269(b)(c);**
- ☐ **Categorical Exemption**
- ➢ **Statutory Exemptions (15273(a)(4))**

Reasons why the project is exempt: CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, and other charges by public agencies which the public agency finds are for the purpose of : (4) obtaining funds for capital projects, necessary to maintain service within existing service areas.

Lead Agency Contact Person: Sherri Conway, Planning Director (530) 888-6479

Signature: Sherri Conway **Date:** 9/30/06

Title: Planning Director

☑ **Signed by Lead Agency** **Date received for filing**

☐ **Signed by Applicant**

November 28, 2006

To: Joan Phillipe, City Manager

From: Tom Leland, City Engineer

RE: Mitigation Fee Study, Results of Additional Review

BACKGROUND

At the Council Meeting of November 14, 2006, the City Council appointed a Council committee to review the mitigation fee schedule and projects and determine what if any other projects could be deleted or reduced in size.

The committee met on Monday, November 27, 2006 and recommended that the following be revised:

1. Delete the following Major Category Projects and their costs:
   i. General Plan and Zoning Ordinance
   j. Mitigation Fee Study

2. Revise the following Major Category Projects and costs:
   f. City Buildings: delete the City Hall items 4 and 5 of Table M1 which are the Police Department and DMV building areas.

   e. Parks and Recreation: deduct from the total project costs the amount of estimated tax collected on building permits for park and recreation per City Code 3.24.

3. Include land use demands in Parks and Recreation, and Trails, demands for commercial, office, and industrial uses.

4. That at this time the only mitigation schedule to be considered would be the inside development only as sharing in the costs until such time as an agreement can be made with the County areas adjacent to the City.

As a result of the above changes:

A. Major Infrastructure, Total Costs were revised to $14,696,759 from $16,218,200, a decrease of $1,521,441. **See Table III-1, Nov 27, 2006 rev.** attached.
B. B. The Mitigation Fee by Land Use Type schedule, was revised to reflect the reduced costs and inclusion of non-residential uses in demands for Parks and Recreation and Trails. The Single Family total Mitigation Fee without the e-w culverts was revised from $11,684 to $10,126 a reduction of $1,558 per dwelling unit. **See Table II-3, Nov 27, 2006 rev.** attached.

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Approved

TABLE II-3 Consolidated
MITIGATION FEE BY LANDUSE & TYPE
COLFAX MITIGATION FEE STUDY **Existing vacant City property only**
Nov. 27, 2006 rev.

Mitigation Fee Item	Single Family per unit	Multi Family per unit	Office Building per 1000 sf	Retail Building per 1000 sf	Industrial Building per 1000 sf
Roads	$ 1,802	$ 1,301	$ 5,285	$ 6,342	$ 1,172
Drainage Study	$ 74	$ 48	$ 57	$ 68	$ 43
Drainage c. e-w culverts	$ 3,416	$ 2,216	$ 2,616	$ 3,139	$ 1,962
Trails	$ 1,125	$ 787	$ 35	$ 31	$ 12
Park & Rec.	$ 5,731	$ 4,011	$ 178	$ 160	$ 63
City Buildings	$ 684	$ 494	$ 2,007	$ 2,409	$ 445
City Vehicles	$ 130	$ 94	$ 380	$ 456	$ 84
GP & Zoning	$ -	$ -	$ -	$ -	$ -
Downtown Parking	$ 581	$ 420	$ 1,705	$ 2,046	$ 378
Mitigation Fee Study	$ -	$ -	$ -	$ -	$ -
	per unit	per unit	Totals for a	10,000	sf building, example
Total	$ 13,543	$ 9,372	$ 122,628	$ 146,522	$ 41,595
Totals areas not using e-w culverts	$ 10,126	$ 7,156	$ 96,465	$ 115,128	$ 21,974

file: k:\1proj\11xx\1194C3\colfaxmitigationfeestudy112706x.xls
Source: Terrance E. Lowell & Associates *Sheet: landusesum @ B162:CF186*

November 8, 2006 **Old version**

Mitigation Fee Item	Single Family per unit	Multi Family per unit	Office Building per 1000 sf	Retail Building per 1000 sf	Industrial Building per 1000 sf
Roads	$ 1,802	$ 1,301	$ 5,285	$ 6,342	$ 1,172
Drainage Study	$ 74	$ 48	$ 57	$ 68	$ 43
Drainage c. e-w culverts	$ 3,416	$ 2,216	$ 2,616	$ 3,139	$ 1,962
Trails	$ 1,174	$ 822	$ -	$ -	$ -
Park & Rec.	$ 6,898	$ 4,828	$ -	$ -	$ -
City Buildings	$ 888	$ 641	$ 2,604	$ 3,125	$ 578
City Vehicles	$ 130	$ 94	$ 380	$ 456	$ 84
GP & Zoning	$ 128	$ 92	$ 375	$ 450	$ 83
Downtown Parking	$ 581	$ 420	$ 1,705	$ 2,046	$ 378
Mitigation Fee Study	$ 10	$ 7	$ 29	$ 35	$ 7
	per unit	per unit	Totals for a	10,000	sf building, example
Total	$ 15,101	$ 10,470	$ 130,517	$ 156,621	$ 43,062
Totals areas not using e-w culverts	$ 11,684	$ 8,254	$ 104,355	$ 125,226	$ 23,440

TABLE III-1
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
Nov. 27, 2006 rev.

Inside City Only with Parks Tax deducted

	MAJOR CATEGORY	TOTAL COST	Adjustment	ADJUSTED COST
a	Roads	$ 3,763,000	1.50	$ 5,644,500
b	Sewer: included in separate study			$ -
c1	Drainage: east side culverts	$ 650,000	1.50	$ 975,000
2	master drainage study	$ 100,000	1.00	$ 100,000
d	Trails	$ 394,800	1.50	$ 592,200
e	Parks and Recreation	$ 2,011,773	1.50	$ 3,017,659
f	City Buildings	$ 1,428,000	1.50	$ 2,142,000
g	City Vehicles	$ 369,000	1.10	$ 405,900
h	Downtown Parking	$ 1,213,000	1.50	$ 1,819,500
i	General Plan and Zoning Ordinances	$ -	1.00	$ -
j	Mitigation Fee Study	$ -	1.50	$ -
	Total Major Category	$ 9,929,573		$ 14,696,759

file: k:\1proj\11xx\1194C3\colfaxmitigationfeestudy112706x.xls
Source: Terrance E. Lowell & Associates

November 8, 2006 Old version

	MAJOR CATEGORY	TOTAL COST	Adjustment	ADJUSTED COST
a	Roads	$ 3,763,000	1.50	$ 5,644,500
b	Sewer: included in separate study			$ -
c1	Drainage: east side culverts	$ 650,000	1.50	$ 975,000
2	master drainage study	$ 100,000	1.00	$ 100,000
d	Trails	$ 394,800	1.50	$ 592,200
e	Parks and Recreation	$ 2,319,400	1.50	$ 3,479,100
f	City Buildings	$ 1,853,000	1.50	$ 2,779,500
g	City Vehicles	$ 369,000	1.10	$ 405,900
h	Downtown Parking	$ 1,213,000	1.50	$ 1,819,500
i	General Plan and Zoning Ordinances	$ 400,000	1.00	$ 400,000
j	Mitigation Fee Study	$ 15,000	1.50	$ 22,500
	Total Major Category	$ 11,077,200		$ 16,218,200

CITY OF COLFAX

Major Projects and Mitigation Fee Study

2006 Report

August 14, 2006

Prepared by:
Terrance E. Lowell & Associates, Inc.
City Engineers

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2. County's Zoning Map with Mitigation Study Area Inventory Numbers, June 2006, 2 sheets

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B. Blank

C. Projects and Costs

a. Roads
b. Blank
c. Drainage
d. Trails
e. Parks and Recreation
f. City Buildings
g. City Vehicles
h. Downtown Parking
i. General Plan and Zoning Ordinance
j. Mitigation Fee Study

I. INTRODUCTION

The City of Colfax has a General Plan (GP) adopted in 1998, an updated housing element (HE) adopted in 2004, a zoning map (ZM) updated in 2002, and a traffic impact fee program (TIF) adopted in 1998. Among other information, these plans and reports identified vacant land within the City of Colfax along with original TIF projects and a fee. Included on the GP and ZM was the City's Sphere of Influence (SOI).

In addition, the County's adopted zoning map (CoZM) shows areas within and adjacent to the City's SOI which because of their location are logical areas to be within the City at some time. These areas because of their location in relationship to the City, with primary access through City streets, impact and use all City facilities.

Not included in the County reports are costs of infrastructure facilities and related items within the City and funding needed to provide for the anticipated new growth the County documents would allow.

With the anticipated construction of the City's new WWTP, the convenience of the area to mountains and other large City's, and the quality of life in the community, growth in the City and surrounding SOI is occurring without an adequate method for funding the needed infrastructure and related facilities.

This interim report is intended to be used to identify facilities needed in the City's SOI because of growth from new development that will occur in the SOI, and to provide for a funding mechanism for these facilities. In some cases, a new development may be required to construct the facilities depending upon their identified impact at the time of development application. In other cases, if immediate construction of a facility is not required, a mitigation fee will be required to be paid based upon the developments share of the projected facility cost.

This report is intended to be an interim project and development fee schedule until such time as an updated City General Plan is completed. In addition, the projects and fee schedule will need to be reviewed and updated at least once a year to reflect changes and new information developed as a result of ongoing planning processes and cost updates.

The method used to develop the fees

1. Identify existing development areas and estimate the future growth.
2. Determine the facilities and plans needed to serve the projected growth.
3. Estimate the gross cost of the facilities and plans.
4. Estimate other funding sources that can pay or all or a portion of the costs.
5. Estimate the remaining costs to be funded by new development.
6. Develop and estimate the equivalent dwelling units (EDU) by type of land use demand for each major category of improvement. The major categories used in this report are:
    a. Roads
    b. Sewer *

c. Trails
d. Dranage
e. Parks and Recreation
f. City Buildings
g. City Vehicles
h. Downtown Parking
i. General Plan and Zoning Ordinances
j. Mitigation Fee Study and Updates

*Sewer is not included in this report as it has been addressed in a separate WWTP report.

7. Divide the remaining costs of each major category by its respective total EDU's to obtain the mitigation fee/EDU for each major category.

II. GROWTH FORECAST

Development of a growth forecast utilized the City's existing zoning map, ZM, and the County's existing zoning map, CoZM for areas within the SOI and adjacent areas. A vacant land inventory was then developed for inside the City using the 2002 inventory updated to June 2006, Figure 1, and for outside the City, County Assessors information and COZM, Figure 2 (2 sheets).

Three different growths were developed for inside existing City and outside the existing City by land use zone, area, and dwelling units. The three different growth scenarios are:

1. Total existing City vacant land and outside City the total land at build-out per existing zoning;
2. Total build-out of vacant land inside and outside the City only per existing zoning; and
3. Total build-out of land inside the City and vacant outside City land where existing assessed "structure" value is less than $40,000. *This assumes that if a parcel of land outside the City has a structure assessed at less than $40,000, it is a barn or similar out structure and is thus not a residence or a "developed" property.*

For inside the City, residential density was reduced less than the zoning density to reflect the influence of the Hillside Ordinance. The areas outside the City used the County's zoning density which it was assumed included consideration of hillside conditions.

The buildout growth scenarios are tabulated in Tables II-1, II-2, and II-3 and shown on Figures 1 and 2.

III. IMPROVEMENT PROJECTS AND PLANS

Projects needed because of new development were identified for each major Category and their costs are summarized in Table III-1, further broken down in Appendix C, with locations where applicable, shown on Figure 3.

1. **Roads** include the projects included in the 1998 TIF plus the addition of several intersection widen projects, and turn lane projects, UPRR crossing, RR Ave. extension from Whitcomb.
2. **Sewer** is not included in this report as it has been addressed in the WWTP report where the mitigation fee is currently $6,214.18/EDU as of July 1, 2006.
3. **Drainage** includes preparation of a master drainage study and two culverts for Bunch Creek @ Plutes Way and Illinoistown Road.
4. **Trails** include the City adopted trail system per the City Circulation Element.
5. **Park and Recreation** include active parks at 5 acres per 1000 population and passive parks at 5 acres per 1000 persons.
6. **City Buildings** include a new City Hall and Corporation Yard.
7. **City Vehicles** include those needed to serve the additional population.
8. **Downtown Parking** include additional parking facilities needed because of increased traffic and use of the downtown facilities as the hub of the City and SOI.
9. **General Plan and Zoning** include the GP and Zoning plans updated and modernized to provide for the growth in the City and SOI and adjacent areas.
10. **Mitigation Fee Study** includes this study and updates to correspond to the updated GP and Zoning demands.

Estimated costs for construction projects include: land costs where required at $300,000 per acre; 35% of estimated construction cost for planning, survey, engineering, design plans, agency fees, and environmental work; plus 15% of estimated construction cost for contingency.

The projects and costs need to be reviewed and updated annually to reflect any changes or additions that occur as the City and SOI areas develop. It is recommended that at the least, annually, the City increase the project costs by the percentage increase in the construction cost index to keep pace with the inflationary cost increase in construction prices based on the ENR 20 Cities Cost Index for San Francisco.

IV. DEVELOPMENT FEES

In order to calculate a developments land use effect on infrastructure and related plans a method of evaluating a projects generation demand is needed. A developments demand is generally based on some engineering or planning item and then converted into an equivalent dwelling unit (EDU) basis by type of use.

For example, for traffic and roads, a single family house is estimated to generate 9 average daily trips (ADT) and a commercial area generates 345 ADT/acre. Dividing the ADT by

the ADT per single family house results in the number of EDU's per measurement unit. This results in the single family house equaling 1 EDU/dwelling unit (9trips/9trips) and the commercial area equaling 38.3 EDU's/acre (345/9). Thus if the total number of dwelling units planned on a lot is known its total EDU's can be calculated. And similarily for a commercial area, if the acreage of a lot is known its total EDU's can be calculated. If the process is repeated for all vacant lots to be developed, then the grand total road EDU's are obtained. The grand total EDU's can then be divided into the total road costs to obtain the road cost per EDU, which becomes the road development fee.

Road EDU's are based on ADT for the different type of land uses.

Sewer EDU's are included in a separate study as noted above.

Drainage EDU's are based on the amount of impervious area for the different type of land uses.

Trail EDU's are based on approximate relative occupancy of residential units. A single family house relates to 1 EDU, and an apartment equates to 0.7 EDU's. No EDU's are assigned to other than residential land uses.

Parks and Recreation EDU's utilize the same EDU's as trails.

City Building, City Vehicles, General Plan and Zoning, and Mitigation Fee Study EDU's utilize the same EDU's as roads.

Downtown Parking EDU's utilize the same EDU's as roads. However, it should be noted that the costs of downtown parking facilities assigned to new development are only 50% of the total estimated cost. This is because the downtown area: is central to new development; was developed originally for horses and minimal car type traffic; is the hub for City Hall, Chamber, and Police (Sheriff) Department; and, new development will use these facilities and place an added demand for downtown parking.

EDU's for the three scenarios studied by land use type, the total EDU's, and the calculated cost/EDU are in Tables II-1, II-2, and II-3 and summarized in Table IV-1.

V. SOURCES OF FUNDING

The project costs shown and assigned to new land uses do not take into account any other funding sources that, if obtained, could reduce a mitigation fee. If other funding sources are identified, they can be included in future mitigation fee updates.

TABLES

side %	Estimated du/ac	TOTAL UNITS	ADT /unit	ADT total	ROAD EDU's /unit	ROAD EDU's total	impervious area % area/unit	impervious area sf/unit	impervious area total sf	Drainage EDU Study /unit	Drainage EDU Study total	impervious area ACRES	impervious area TOTAL units	impervious area % area/unit	impervious area sf/unit	impervious area total sf	East side EDU /unit	East side EDU total	EDU's /unit	EDU's total	EDU's /unit	EDU's total	EDU's(same as roads) /unit	EDU's(same as roads) total	EDU's(same as roads) /unit	EDU's(same as roads) total
60%	5.30	238	9.0	2,142	1.00	238		3,700	880,600	1.00	238	33.7	175		3,700	647,500	1.00	175	1.0	238	1.0	238	1.0	238	1.0	238
25%	1.10	68	9.0	612	1.00	68		5,300	360,400	1.43	97	0.0	0		5,300	-	1.43	-	1.0	68	1.0	68	1.0	68	1.0	68
25%	0.80	0	9.0	-	1.00	-		7,100	-	1.92	-	0.0	0		7,100	-	1.92	-	1.0	-	1.0	-	1.0	-	1.0	-
25%	0.60	1	9.0	9	1.00	4		8,500	8,500	2.30	8	0.0	0		8,500	-	2.30	-	1.0	1	1.0	1	1.0	1	1.0	1
25%	0.30	0	9.0	-	1.00	-		8,500	-	2.30	-	0.0	0		8,500	-	2.30	-	1.0	-	1.0	-	1.0	-	1.0	-
	-	0	9.0	-	1.00	-		1600	-	0.43	-	0.0	0		1600	-	0.43	-	1.0	-	1.0	-	1.0	-	1.0	-
		307		2,763		310			1,249,500		344	33.7	175			647,500		175		307		307		307		307
40%	2.80	34	9.0	306	1.00	34		3,700	125,800	1.00	34	0.0	0		3,700	-	1.00	-	0.7	24	0.7	24	1.0	34	1.0	34
85%	7.80	248	6.5	1,612	0.72	179		2,400	595,200	0.65	161	21.1	164		2,400	393,600	0.65	106	0.7	174	0.7	174	0.7	179	0.7	179
1.0	8.00	0	7.0	-	0.78	-		2,400	-	0.65	-	0.0	0		2,400	-	0.65	-	0.7	-	0.7	-	0.8	-	0.8	-
		282		1,918		213			721,000		195	21.1	164			393,600		106		197		197		213		213
		589		4,681		523			1,970,500		538	54.8	339			1,041,100		281		504		504		520		520
		0	345	4,399	38.33	489	85%	37026	472,082	10.01	128	0.0	0	85%	37026	-	10.01	-	0.0	-	0.0	-	38.3	489	38.3	489
		0	345	17,143	38.33	1,905	85%	37026	1,839,822	10.01	497	0.4	0	85%	37026	14,810	10.01	4	0.0	-	0.0	-	38.3	1,905	38.3	1,905
		0	102	1,760	11.33	196	85%	37026	638,899	10.01	173	0.0	0	85%	37026	-	10.01	-	0.0	-	0.0	-	11.3	196	11.3	196
		0	25	-	2.78	-	85%	37026	-	10.01	-	0.0	0	85%	37026	-	10.01	-	0.0	-	0.0	-	2.8	-	2.8	-
		0	25	193	2.78	21	10%	4356	33,541	1.18	9	0.0	0	10%	4356	-	1.18	-	0.0	-	0.0	-	2.8	21	2.8	21
		0	0	-	0.00	-		0	-	0.00	-	0.0	0		0	-	0.00	-	0.0	-	0.0	-	0.0	-	0.0	-
		0	-	-	0.00	-		-	-	0.00	-	0.0	0		-	-	0.00	-	0.0	-	0.0	-	0.0	-	0.0	-
		0	0	-	0.00	-		0	-	0.00	-	0.0	0		0	-	0.00	-	0.0	-	0.0	-	0.0	-	0.0	-
		0		23,494		2,610			2,984,143		807	0.4	0			14,810		4		-		-		2,610		2,610
		589		28,175		3,133			4,954,643		1,345	55.2	339			1,055,910		285		504		504		3,131		3,131
	Total Inventory																									
100%	0.40	4	9.0	36	1.00	4		8,500	34,000	2.30	9	0.0	0		8,500	-	2.30	-	1.0	4	1.0	4	1.0	4	1.0	4
100%	1.00	1327	9.0	11,943	1.00	1,327		8,500	11,279,500	2.30	3,049	48.0	47		8,500	399,500	2.30	108	1.0	1,327	1.0	1,327	1.0	1,327	1.0	1,327
100%	1.00	43	9.0	387	1.00	43		8,500	365,500	2.30	99	0.0	0		8,500	-	2.30	-	1.0	43	1.0	43	1.0	43	1.0	43
100%	1.00	6	9.0	54	1.00	6		8,500	51,000	2.30	14	0.0	0		8,500	-	2.30	-	1.0	6	1.0	6	1.0	6	1.0	6
100%	0.40	62	9.0	558	1.00	62		8,500	527,000	2.30	142	0.0	0		8,500	-	2.30	-	1.0	62	1.0	62	1.0	62	1.0	62
100%	0.40	36	9.0	324	1.00	36		8,500	306,000	2.30	83	0.0	0		8,500	-	2.30	-	1.0	36	1.0	36	1.0	36	1.0	36
100%	1.00	0	9.0	-	1.00	-		8,500	-	2.30	-	0.0	0		8,500	-	2.30	-	1.0	-	1.0	-	1.0	-	1.0	-
100%	4.30	416	9.0	3,744	1.00	416		8,500	3,536,000	2.30	956	0.0	0		8,500	-	2.30	-	1.0	416	1.0	416	1.0	416	1.0	416
100%	0.50	49	9.0	441	1.00	49		8,500	416,500	2.30	113	0.0	0		8,500	-	2.30	-	1.0	49	1.0	49	1.0	49	1.0	49
100%	7.20	151	6.5	982	0.72	109		3,700	558,700	1.00	151	0.0	0		3,700	-	1.00	-	0.7	106	0.7	106	0.7	109	0.7	109
100%	-	0	345	8,593	38.33	955	85%	37026	922,250	10.01	249	0.0	0	85%	37026	-	10.01	-	0.0	-	0.0	-	38.3	955	38.3	955
100%	-	0	345	198	38.33	22	85%	37026	21,250	10.01	6	0.0	0	85%	37026	-	10.01	-	0.0	-	0.0	-	38.3	22	38.3	22
100%	-	0	50	1,955	5.56	217	50%	21780	851,598	5.89	230	0.0	0	50%	21780	-	5.89	-	0.0	-	0.0	-	5.6	217	5.6	217
100%	-	0	50	515	5.56	57	50%	21780	224,334	5.89	61	0.0	0	50%	21780	-	5.89	-	0.0	-	0.0	-	5.6	57	5.6	57
100%	-	0	1	3	0.11	0		0	-	0.00	-	0.0	0		0	-	0.00	-	0.0	-	0.0	-	0.1	0	0.1	0
100%	-	0	-	-	0.00	-		0	-	0.00	-	0.0	0		0	-	0.00	-	0.0	-	0.0	-	0.0	-	0.0	-
100%	-	0	-	-	0.00	-		0	-	0.00	-	0.0	0		0	-	0.00	-	0.0	-	0.0	-	0.0	-	0.0	
100%	-	0	-	-	0.00	-		0	-	0.00	-	0.0	0		0	-	0.00	-	0.0	-	0.0	-	0.0	-	0.0	
		2094		29733		3304			19093632		5160	48.0	47			399500		108		2049		2049		3304		
100%	1.00	178	9.0	1602	1	178		8500	1513000	2.30	409	0.0	0		8500	-	2.30	-	1	178	1	178	1	178	1	
		178		1602		178			1513000		409	0.0	0			0		0		178		178		178		
		2861		59510		6815			25561275		6814	103.2	386			1455410		393		2731		2731		8612		

TRUCTURES ON LAND IN STUDY AREA OUTSIDE CITY

		TOTAL EDU'S by TYPE OF INFRASTRUCTURE										
es	dwell Units	Road	Drainage, study	Drainage, east side culverts	Sewer	Trail	Park/Rec.	Buildings	Vehicles	GP&Z	Parking	Mitigate Fee Study
5.1	238	238	238	175	238	238	238	238	238	238	238	238
3.8	68	68	97	0	68	68	68	68	68	68	68	68
.	-	0	0	0	0	0	0	0	0	0	0	0
3.5	1	4	8	0	4	1	1	1	1	1	1	1
.	-	0	0	0	0	0	0	0	0	0	0	0
.	-	0	0	0	0	0	0	0	0	0	0	0
3.4	307	310	344	175	310	307	307	307	307	307	307	307
					0							
2.5	34	34	34	0	34	24	24	34	34	34	34	34
2.8	248	179	161	106	248	174	174	179	179	179	179	179
.	-	0	0	0	0	0	0	0	0	0	0	0
5.3	282	213	195	106	282	197	197	213	213	213	213	213
8.7	589	523	538	281	592	504	504	520	520	520	520	520
2.8	-	489	128	0	137	0	0	489	489	489	489	489
9.7	-	1905	497	4	533	0	0	1905	1905	1905	1905	1905
7.3	-	196	173	0	185	0	0	196	196	196	196	196
.	-	0	0	0	0	0	0	0	0	0	0	0
7.7	-	21	9	0	19	0	0	21	21	21	21	21
.	-	0	0	0	0	0	0	0	0	0	0	0
.	-	0	0	0	0	0	0	0	0	0	0	0
.	-	0	0	0	0	0	0	0	0	0	0	0
87	-	2,610	807		874	0	0	2610	2610	2610	2610	2610
246	589.0	3,133	1345	285	1466	504	504	3131	3131	3131	3131	3131
lay 26, 2006												
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
01.3	293.0	293	673	108	293	293	293	293	293	293	293	293
3.7	3.0	3	7	0	3	3	3	3	3	3	3	3
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
54.9	61.0	61	140	0	61	61	61	61	61	61	61	61
55.6	22.0	22	51	0	22	22	22	22	22	22	22	22
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
11.9	50.0	50	115	0	50	50	50	50	50	50	50	50
18.4	9.0	9	21	0	9	9	9	9	9	9	9	9
2.8	20.0	14	20	0	20	14	14	14	14	14	14	14
11.9	0.0	456	119	0	128	0	0	456	456	456	456	456
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
2.0	0.0	11	12	0	21	0	0	11	11	11	11	11
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
93.5	0.0	0	0	0	0	0	0	0	0	0	0	0
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
656	458	920	1157	108	607	452	452	920	920	920	920	920

STRUCTURES > $40,000 ON LAND IN STUDY AREA OUTSIDE CITY

		TOTAL EDU'S by TYPE OF INFRASTRUCTURE										
res	dwell. Units	Road	Drainage, study	Drainage, east side culverts	Sewer	Trail	Park/Rec.	Buildings	Vehicles	GP&Z	Parking	Mitigate Fee Study
46.1	238	238	238	175	238	238	238	238	238	238	238	238
53.8	68	68	97	0	68	68	68	68	68	68	68	68
-	-	0	0	0	0	0	0	0	0	0	0	0
3.5	1	4	8	0	4	1	1	1	1	1	1	1
-	-	0	0	0	0	0	0	0	0	0	0	0
-	-	0	0	0	0	0	0	0	0	0	0	0
13.4	307	310	344	175	310	307	307	307	307	307	307	307
					0							
12.5	34	34	34	0	34	24	24	34	34	34	34	34
32.8	248	179	161	106	248	174	174	179	179	179	179	179
-	-	0	0	0	0	0	0	0	0	0	0	0
45.3	282	213	195	106	282	197	197	213	213	213	213	213
58.7	589	523	538	281	592	504	504	520	520	520	520	520
12.8	-	489	128	0	137	0	0	489	489	489	489	489
49.7	-	1905	497	4	533	0	0	1905	1905	1905	1905	1905
17.3	-	196	173	0	185	0	0	196	196	196	196	196
-	-	0	0	0	0	0	0	0	0	0	0	0
7.7	-	21	9	0	19	0	0	21	21	21	21	21
-	-	0	0	0	0	0	0	0	0	0	0	0
-	-	0	0	0	0	0	0	0	0	0	0	0
-	-	0	0	0	0	0	0	0	0	0	0	0
87	-	2,610	807	4	874	0	0	2610	2610	2610	2610	2610
246	589.0	3,133	1345	285	1466	504	504	3131	3131	3131	3131	3131
@ May 26, 2006												
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
340.2	330.0	330	758	108	330	330	330	330	330	330	330	330
12.1	12.0	12	28	0	12	12	12	12	12	12	12	12
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
154.9	61.0	61	140	0	61	61	61	61	61	61	61	61
55.6	22.0	22	51	0	22	22	22	22	22	22	22	22
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
19.5	82.0	82	188	0	82	82	82	82	82	82	82	82
73.0	36.0	36	83	0	36	36	36	36	36	36	36	36
2.8	20.0	14	20	0	20	14	14	14	14	14	14	14
11.9	0.0	456	119	0	128	0	0	456	456	456	456	456
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
2.0	0.0	11	12	0	21	0	0	11	11	11	11	11
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
93.5	0.0	0	0	0	0	0	0	0	0	0	0	0
0.0	0.0	0	0	0	0	0	0	0	0	0	0	0
766	563	1025	1398	108	712	557	557	1025	1025	1025	1025	1025

TABLE III-1
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
July 10, 2006 rev.

	MAJOR CATEGORY	TOTAL COST	Adjustment	ADJUSTED COST
a	Roads	$ 3,763,000	1.50	$ 5,644,500
b	Sewer: included in separate study			$ -
c1	Drainage: east side culverts	$ 650,000	1.50	$ 975,000
2	master drainage study	$ 100,000	1.00	$ 100,000
d	Trails	$ 394,800	1.50	$ 592,200
e	Parks and Recreation	$ 2,319,400	1.50	$ 3,479,100
f	City Buildings	$ 1,853,000	1.50	$ 2,779,500
g	City Vehicles	$ 369,000	1.10	$ 405,900
h	Downtown Parking	$ 1,213,000	1.50	$ 1,819,500
i	General Plan and Zoning Ordinances	$ 400,000	1.00	$ 400,000
j	Mitigation Fee Study	$ 15,000	1.50	$ 22,500
	Total Major Category	$ 11,077,200		$ 16,218,200

file: k:\1proj\11xx\1194C3\colfaxmitigationfeestudy081406.xls
Source: Terrance E. Lowell & Associates

TABLE IV-1
COLFAX MITIGATION FEE STUDY
MITIGATION FEE SUMMARY, COST PER EDU
July 10, 2006 rev.

DESCRIPTION	MITIGATION FEE PER EDU for: Roads	Drainage Study	Drainage etc. east-west culverts	Trails Trails	Parks Rec	City Buildings	City Vehicles	GP and Zoning	Downtown Parking	Mitigation Fee Study	TOTAL	TOTAL no e-w drainage
Existing vacant City property and existing vacant property outside City	$ 1,350	$ 40	$ 2,480	$ 540	$ 3,140	$ 670	$ 100	$ 100	$ 440	$ 10	$ 8,870	$ 6,390
Existing vacant City property and no structures greater than $40,000 on land outside City	$ 1,310	$ 40	$ 2,480	$ 490	$ 2,860	$ 650	$ 100	$ 100	$ 430	$ 10	$ 8,470	$ 5,990
Existing vacant City property only	$ 1,802	$ 74	$ 3,416	$ 1,174	$ 6,898	$ 888	$ 130	$ 128	$ 581	$ 10	$ 15,101	$ 11,684

OTHER AGENCY MITIGATION FEES/EDU, Single Family

Agency	Single Family Fee per EDU											
Placer County, in Colfax area	$ 3,828				$ 3,480	$ 3,177					$ 10,485	
Town of Loomis	$ 4,204		$ 830		$ 5,263	$ 4,349					$ 14,646	
City of Grass Valley local($905)+region($630)	$ 1,535		$ 528		$ 2,633	$ 1,061					$ 5,757	
City of Rocklin	$ 4,821		$ 311		$ 2,696	$ 6,280					$ 14,108	
City of Auburn						$ 4,843					$ 4,843	

Notes:

a. City of Auburn fees not complete.

b. Deleted:Road Projects R13, 14, &15 the UPRR undercrossing and connector roads; and TrailsPark made passive as "0.00" acres and set Active acres needed for development based on new development not existing City deficiency.

c. The drainage costs are only distributed to a small number of east side EDU's and not the total EDU's.

file: k:\1proj\11xx\1194C3\colfaxmitigationfeestudy081406.xls
Source: Terrance E. Lowell & Associates *Sheet: landusesum*

FIGURES

APPENDIX A

COLFAX MITIGATION FEE STUDY
INSIDE AND OUTSIDE LAND INVENTORY
July 10, 2006 rev.

AREA Assessor's Parcel No.	ZONING	DESCRIPTION	ACRES	DWELLING UNITS	DU / ACRE	APPLICABLE TO DRAINAGE culverts east	Acres	Dwelling Units
INSIDE CITY LIMITS @ May 26, 2006, APN Numbers			Inside City Vacant Land May06					
603033	R1-10	Residential 10000sf	1.00	1	1.1		0.00	0
35	R1-10	Residential 10000sf	1.00	1	1.1		0.00	0
606123-42	RM-2	High Density 12du/ac	1.60	12	7.8		0.00	0
0625	RM-2	High Density 12du/ac	0.12	0	7.8		0.00	0
8	RM-2	High Density 12du/ac	0.12	0	7.8		0.00	0
9	RM-2	High Density 12du/ac	0.12	0	7.8		0.00	0
10	RM-2	High Density 12du/ac	0.12	0	7.8		0.00	0
611242	R1-5	Residential 5000sf	0.12	0	5.3		0.00	0
61216	R1-5	Residential 5000sf	7.00	37	5.3		0.00	0
614110ptn	CR	Commercial-Retail	0.21	0	0.0		0.00	0
10009039	R1-20	Residential 20000sf	3.00	1	0.6		0.00	0
41	R1-10	Residential 10000sf	14.00	15	1.1		0.00	0
100-7	CH	Commercial-Highway	1.90	0	0.0		0.00	0
8	CH	Commercial-Highway	1.10	0	0.0		0.00	0
9	CH	Commercial-Highway	0.10	0	0.0		0.00	0
10	CH	Commercial-Highway	0.74	0	0.0		0.00	0
24	R1-10	Residential 10000sf	2.10	2	1.1		0.00	0
26	R1-10	Residential 10000sf	2.50	2	1.1		0.00	0
27	R1-10	Residential 10000sf	8.50	9	1.1		0.00	0
11027	R1-5	Residential 5000sf	0.93	4	5.3		0.00	0
13056	R1-20	Residential 20000sf	0.53	0	0.6		0.00	0
1602	RM-2	High Density 12du/ac	0.37	2	7.8		0.00	0
8	RM-2	High Density 12du/ac	0.57	4	7.8		0.00	0
11	RM-2	High Density 12du/ac	0.37	2	7.8		0.00	0
2308	I	Industrial	0.62	0	0.0		0.00	0
9	I	Industrial	0.35	0	0.0		0.00	0
12	I	Industrial	1.60	0	0.0		0.00	0
13	I	Industrial	3.00	0	0.0		0.00	0
22	CR	Commercial-Retail	1.40	0	0.0		0.00	0
23	CH	Commercial-Highway	0.15	0	0.0		0.00	0
24	CH	Commercial-Highway	1.20	0	0.0		0.00	0
27	CR	Commercial-Retail	1.20	0	0.0		0.00	0
28	CR	Commercial-Retail	0.45	0	0.0		0.00	0
29	CR	Commercial-Retail	0.70	0	0.0		0.00	0
30	CR	Commercial-Retail	0.89	0	0.0		0.00	0
7	CH	Commercial-Highway	0.27	0	0.0		0.00	0
36	I	Industrial	1.90	0	0.0		0.00	0
37	I	Industrial	1.20	0	0.0		0.00	0
38&39	I	Industrial	0.48	0	0.0		0.00	0
40	I	Industrial	1.20	0	0.0		0.00	0
47	CH	Commercial-Highway	0.53	0	0.0		0.00	0
24010	CH	Commercial-Highway	1.40	0	0.0		0.00	0
11	CR	Commercial-Retail	7.90	0	0.0		0.00	0
25030ptn	RM-2	High Density 12du/ac	1.84	14	7.8		0.00	0
10101042	I	Industrial	2.70	0	0.0		0.00	0
44	I	Industrial	1.00	0	0.0		0.00	0
45	I	Industrial	3.20	0	0.0		0.00	0
0803	RM-2	High Density 12du/ac	6.50	50	7.8		0.00	0
9	CH	Commercial-Highway	6.20	0	0.0		0.00	0
29	RM-1	Medium Density 7du/ac	2.80	7	2.8		0.00	0
13040	R1-5	Residential 5000sf	4.30	22	5.3		0.00	0
41	CH	Commercial-Highway	5.10	0	0.0		0.00	0
13229	RM-2	High Density 12du/ac	21.10	164	7.8	1.00	21.10	164
30	R1-5	Residential 5000sf	13.90	73	5.3	1.00	13.90	73
12	CH	Commercial-Highway	0.40	0	0.0	1.00	0.40	0
38	R1-5	Residential 5000sf	6.40	33	5.3	1.00	6.40	33
40	R1-5	Residential 5000sf	6.00	31	5.3	1.00	6.00	31
41	R1-5	Residential 5000sf	5.00	26	5.3	1.00	5.00	26
8	R1-5	Residential 5000sf	2.40	12	5.3	1.00	2.40	12
45	CH	Commercial-Highway	4.60	0	0.0		0.00	0
46	RM-1	Medium Density 7du/ac	9.70	27	2.8		0.00	0
10115022	A	Agrucultural	7.70	0	0.0		0.00	0
43	CH	Commercial-Highway	26.00	0	0.0		0.00	0

COLFAX MITIGATION FEE STUDY
INSIDE AND OUTSIDE LAND INVENTORY
July 10, 2006 rev.

AREA No.	ZONING	DESCRIPTION	ACRES	DWELLING UNITS	DU / ACRE	AREAS w/No Structures		AREAS w/Structures <$40,000		APPLICABLE TO		
						acres	dwelling units	acres	dwelling units	DRAINAGE culverts east	Acres	Dwelling Units
Outside City Limits in Sphere of Influnece @ May 26, 2006				Existing Zoning Denisty								
1.10	RM-DC	Multi-family,	17.7	127	7.2	2.82	20	2.82	20		0.00	0
1.11	C2-DC	General Commercial	2.8	0	0.0	0.00	0	0.00	0		0.00	0
1.12	F-B-43 PD=1	Farm, residential	22.5	22	1.0	2.50	2	3.64	3		0.00	0
1.13	F-B-43 PD=1	Farm, residential	8.6	8	1.0	0.00	0	0.00	0		0.00	0
1.14	F-B-43 PD=1	Farm, residential	119.8	119	1.0	33.23	33	36.66	36		0.00	0
1.15	F-B-43 PD=1	Farm, residential	23.9	23	1.0	8.08	8	12.94	12		0.00	0
1.16	F-B-43 PD=1	Farm, residential	59.5	59	1.0	7.73	7	12.74	12		0.00	0
1.17	F-B-43 PD=1	Farm, residential	101.0	101	1.0	47.49	47	55.64	55		0.00	0
1.20	HSch	High School	39.1	0	0.0	0.00	0	0.00	0		0.00	0
1.21	Esch	Elementary School	10.3	0	0.0	2.00	0	2.00	0		0.00	0
1.22	F-B-43 PD=1	Farm, residential	42.0	42	1.0	24.80	24	24.80	24		0.00	0
1.23	F-B-43 PD=1	Farm, residential	9.5	9	1.0	5.00	5	5.00	5		0.00	0
1.24	F-B-43 PD=1	Farm, residential	1.7	1	1.0	0.00	0	0.00	0		0.00	0
1.25	F-B-43 PD=1	Farm, residential	12.4	12	1.0	0.00	0	0.00	0		0.00	0
1.26	F-B-43 PD=1	Farm, residential	7.0	7	1.0	0.00	0	0.00	0		0.00	0
1.30	F-B-100 PD=0.4	Farm, residential	10.2	4	0.4	0.00	0	0.00	0		0.00	0
1.31	RA-B-100	Residential Ag	39.5	19	0.5	0.00	0	39.00	19		0.00	0
1.32	RA-B-100	Residential Ag	61.4	30	0.5	18.44	9	34.03	17		0.00	0
1.33	HS-DC	Highway Service	0.6	0	0.0	0.00	0	0.00	0		0.00	0
1.34	HW	Roads Highway	22.8	0	0.0	0.00	0	0.00	0		0.00	0
1.50	F-B-43 PD=1	Farm, residential	12.9	12	1.0	0.00	0	0.00	0		0.00	0
1.51	F-B-43 PD=1	Farm, residential	48.0	47	1.0	15.00	15	15.00	15	1.00	47.98	47
2.30	F-B-43 PD=1	Farm, residential	61.6	61	1.0	4.18	4	11.01	11		0.00	0
2.31	F-B-43 PD=1	Farm, residential	57.2	57	1.0	3.40	3	7.30	7		0.00	0
2.32	F-B-43 PD=1	Farm, residential	61.8	61	1.0	3.70	3	7.30	7		0.00	0
2.34	F-B-43 PD=1	Farm, residential	33.5	33	1.0	0.00	0	0.00	0		0.00	0
2.35	F-B-43 PD=1	Farm, residential	98.6	96	1.0	15.01	15	15.61	15		0.00	0
2.36	F-B-43 PD=1	Farm, residential	65.7	65	1.0	4.20	4	4.20	4		0.00	0
2.37	RR	Railroad	75.4	0	0.0	80.20	0	80.20	0		0.00	0
2.50	F-B-43 PD=1	Farm, residential	60.3	60	1.0	10.20	10	10.20	10		0.00	0
2.51	F-B-43-SP PD=1	Farm, residential	17.2	17	1.0	0.00	0	0.00	0		0.00	0
2.52	RS-AG-B-10	Single Family, Ag	45.8	196	4.3	4.44	19	10.86	46		0.00	0
2.53	F-B-43 PD=1	Farm, residential	18.3	18	1.0	3.55	3	3.55	3		0.00	0
2.54	F-B-43 PD=1	Farm, residential	4.2	4	1.0	1.00	1	1.00	1		0.00	0
2.55	F-B-43-SP PD=1	Farm, residential	26.9	26	1.0	3.70	3	12.10	12		0.00	0
2.56	F-B-43 PD=1	Farm, residential	24.9	24	1.0	1.00	1	2.40	2		0.00	0
2.57	F-B-43 PD=1	Farm, residential	3.7	3	1.0	0.00	0	0.00	0		0.00	0
2.60	F-B-43 PD=1	Farm, residential	68.4	68	1.0	15.50	15	15.50	15		0.00	0
2.61	F-B-100-MR-SP PD=0.4	Farm, residential	37.2	14	0.4	0.00	0	0.00	0		0.00	0
2.62	F-B-43 PD=1	Farm, residential	86.2	86	1.0	31.10	31	31.10	31		0.00	0
2.63	F-B-43 PD=1	Farm, residential	61.4	61	1.0	23.10	23	23.10	23		0.00	0
2.64	F-B-43-MR-SP PD=1	Farm, residential	6.4	6	1.0	.0.00	0	0.00	0		0.00	0
3.10	RM-DC	Multi-family,	3.4	24	7.2	0.00	0	0.00	0		0.00	0
3.11	F-B-43 PD=1	Farm, residential	4.5	4	1.0	2.78	2	2.78	2		0.00	0
3.12	C2-DC	General Commercial	4.5	0	0.0	0.00	0	0.00	0		0.00	0
3.13	C2-DC	General Commercial	17.7	0	0.0	11.90	0	11.90	0		0.00	0
3.20	RR	Railroad	14.6	0	0.0	13.30	0	13.30	0		0.00	0
3.21	HW	Roads Highway	14.0	0	0.0	0.00	0	0.00	0		0.00	0
3.30	F-B-43 PD=1	Farm, residential	85.3	85	1.0	1.28	1	1.28	1		0.00	0
3.31	TPZ-MR	Timberland Production	3.4	0	0.0	0.00	0	0.00	0		0.00	0
3.32	RS-AG-B-10	Single Family, Ag	24.8	106	4.3	0.25	1	1.00	4		0.00	0
3.50	F-B-43 PD=1	Farm, residential	38.5	38	1.0	35.92	35	35.92	35		0.00	0
3.60	RS-AG-B-10	Single Family, Ag	26.6	114	4.3	7.18	30	7.63	32		0.00	0
3.61	F-B-43 PD=1	Farm, residential	39.9	39	1.0	1.50	1	1.50	1		0.00	0
3.70	F-B-100-SP PD=0.4	Farm, residential	157.5	62	0.4	154.90	61	154.90	61		0.00	0
3.71	F-B-100-MR-SP PD=0.4	Farm, residential	55.8	22	0.4	55.60	22	55.60	22		0.00	0
Total	Outside City Limits in SOI @ 5/26/06		2076.0	2094		656	458	756	563		48.0	47
Outside Sphere of Influnece @ 5/26/06												
2.10	FB-43-PD=1	Farm, residential	82.2	82	1.0	73	73	73	73		0.00	0
2.20	FB-43-PD=1	Farm, residential	80.9	80	1.0	65	65	70	70		0.00	0
2.21	FB-43-PD=1	Farm, residential	16.9	16	1.0	17	16	17	16		0.00	0
Total Outside SOI			180.0	178		155	154	160	159		0.0	0
Total Outside City Limits @ May 26, 2006			2258.0	2272		811	612	926	722		48.0	47
Grand Totals			2504.1	2861		811	612	926	722		103.2	386

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APPENDIX B

APPENDIX C

a

TABLE R1
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
ROADS
July 10, 2006 rev.

ITEM NO.	DESCRIPTION	QUANTITY		UNIT COST	TOTAL	ADJUSTED COST @ 1.5
R1	SR174/S.Auburn/Central signalization, lane improvements and stripings	1	LS	$ 400,000	$ 400,000	$ 600,000
R2	SR174/S.Auburn overcrossing west side signalization, lane improvements and stripings	1	LS	$ 267,000	$ 267,000	$ 400,500
R3	SR174/S.Auburn/WB80 on-off ramp west side signalization, lane improvements and stripings	1	LS	$ 280,000	$ 280,000	$ 420,000
R4	SR174/Canyon Way overcrossing east side signalization, lane improvements and stripings	1	LS	$ 267,000	$ 267,000	$ 400,500
R5	Railroad Ave., Whitcomb Ave. to 340' north road widening improvements	340	LF	$ 250	$ 85,000	$ 127,500
R6	Railroad Ave., 340' north of Whitcomb Ave. to Grass Valley Street road improvements	2050	LF	$ 400	$ 820,000	$ 1,230,000
R7	S. Canyon Way @ Illinois Town Rd, road widening and turn lanes	1	LS	$ 150,000	$ 150,000	$ 225,000
R8	S. Canyon Way @ Plutes Way, road widening and turn lanes	1	LS	$ 150,000	$ 150,000	$ 225,000
R9	S. Auburn Str., SR174 to Grass Valley Street, structural reconstruction	1200	LF	$ 340	$ 408,000	$ 612,000
R10	Rising Sun Road, Tokayana Rd to Grass Valley Str. structural restruction, intersection improvements	1400	LF	$ 340	$ 476,000	$ 714,000
R11	Grass Valley Str., Rising Sun Rd. to Culver Str., structural restruction	250	LF	$ 340	$ 85,000	$ 127,500
R12	N. Main Str., Depot Str. to SR174, structural restruction & widen	1500	LF	$ 250	$ 375,000	$ 562,500
R13	Under crossing of UPRR for south side east-west connection.	1	LS	$ -	$ -	$ -
R14	West side connection, UPRR undercrossing to Tokayana	1100	LF	$ -	$ -	$ -
R15	East side connection, UPRR undercrossing to S. Auburn Str.	2000	LF	$ -	$ -	$ -
GRAND TOTAL MAJOR ROADS					$ 3,763,000	$ 5,644,500

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Sheet: R-Cost-On @ B4

Source: Terrance E. Lowell & Associates

b

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TABLE D1
DRAINAGE, OPINION OF PROBABLE CONSTRUCTION COST
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
July 10, 2006 rev.

SITE NO	LOCATION	QUANTITY	UNIT COST	TOTAL	ADJUSTED COST @ 1.5
D1	14'w x 10'h RCB culvert @ Bunch Creek crossing @ Illinois Town Rd	1 LS	$ 325,000	$ 325,000	$ 487,500
D2	14'w x 10'h RCB culvert @ Bunch Creek crossing @ Plutes Rd.	1 LS	$ 325,000	$ 325,000	$ 487,500
				$ 650,000	$ 975,000

Note:

a. Cost breakdown of culvert unadjusted cost.

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL UNADJUSTED
14' x 10' RCB	50 LF	$ 1,000	$ 50,000
head, end walls, fence	2 LS	$ 50,000	$ 100,000
excavation and removal of existing culverts	1 LS	$ 50,000	$ 50,000
erosion control	1 LS	$ 50,000	$ 50,000
road transitions at each end	1 LS	$ 75,000	$ 75,000
Total unadjusted cost			$ 325,000

b. An area wide master drainage study to determine subbasins, major drainage facilities, deficiencies, floodplains. deficiencies, floodplains, and infrastructure needs is estimated for the study to cost $ 100,000

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Source: Terrance E. Lowell & Associates

d

TABLE T1
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
TRAILS a.
July 10, 2006 rev.

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL	ADJUSTED COST @ 1.5
	Length of trail	1500	LF			
1	Trail head improvements	2	LS	$10,000	$20,000	$30,000
2	Pedestrian Bridge	1	LS	$90,000	$90,000	$135,000
3	Parcourse	1	LS	$6,000	$6,000	$9,000
4	Clear & grub and grade	22500	SF	$2.50	$56,250	$84,375
5	Pavement equivalent (DG on AB, or AC on AB)	12000	SF	$3.00	$36,000	$54,000
6	Landscaping	10500	SF	$3	$31,500	$47,250
7	Land	0.52	acres	$300,000	$154,959	$232,438
GRAND TOTAL TRAILS					$394,800	$592,200

Notes:

a. 2001, Bunch Creek parkway plan.

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Source: Terrance E. Lowell & Associates

e

TABLE P1
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
PARKS AND RECREATION
July 10, 2006 rev.

ITEM NO	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL	ADJUSTED COST @ 5%
1	Passive park needs, not assigned for rev.	0.00	acres	$16,193	$0	$0
2	Active park needs, future EDU's only	13.49	acres	$171,913	$2,319,345	$3,479,017
GRAND TOTAL TRAILS					$2,319,400	$3,479,100

Notes:

a. Parks requirements are: Based on 2.43 persons per single family house:

passive	5	acres/1000 persons or	0.0122	acres/dwelling
active	5	acres/1000 persons or	0.0122	acres/dwelling

Based on future equivalent dwelling units of =	1110	EDU's for residential uses only.	13.49	acres
and approximate existing City DU's =	772	EDU's for residential uses only.	9.38	acres
	1882	Total existing and future EDU's	22.87	total acres

Total park acreage required:

	Total	Existing	Needed
passive	22.87	0.00	22.87 acres
active	22.87	1.30	21.57 acres

b. Based on Placer County Park and Recreation Facilities Impact Fee Study costs/acre September 2003 by Hausrath Economics Group. Amounts increased by 7% to June 2006.

c. Check of City to County's 2003 report cost per capita

City's proposed cost/EDU	$	1,848
equivalent cost/capita	$	761
Checks to County's cost/capita	$	1,319

(County's is without inflation from 2003 report)

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Source: Terrance E. Lowell & Associates

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TABLE M1
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
CITY BUILDINGS
July 10, 2006 rev.

ITEM NO	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL	ADJUSTED COST @ 1.5
City Hall	Total building SF =	6200	or	3500 sf/floor		
1	Council Chambers	1400	SF	$ 200	$280,000	$420,000
2	City Hall offices	1400	SF	$ 200	$280,000	$420,000
3	Community Development	1000	SF	$ 200	$200,000	$300,000
4	Police Department	1000	SF	$ 200	$200,000	$300,000
5	DMV	400	SF	$ 200	$80,000	$120,000
6	Conference rooms	400	SF	$ 200	$80,000	$120,000
7	Restrooms, hallways, utility, elevator	600	SF	$ 200	$120,000	$180,000
8	41 space parking lot, landscaping, lights	358	SF/space	$ 5.71	$84,444	$126,666
9	Land	0.42	acres	$ 300,000	$125,915	$188,873
Subtotal City Hall					$1,450,359	$2,175,539
Corp Yard	Total building SF =	2200				
1	Meeting room	400	SF	$ 200	$80,000	$120,000
2	Locker room	200	SF	$ 200	$40,000	$60,000
3	Vehicle parking inside	400	SF	$ 160	$64,000	$96,000
4	Small equipment room	1000	SF	$ 160	$160,000	$240,000
5	Restrooms, utility	200	SF	$ 200	$40,000	$60,000
6	9 space parking lot, landscaping, lights	358	SF/space	$ 5.71	$17,978	$26,968
7	Land = $0 assmed @ WWTP site	0.00	acres	$ 300,000	$0	$0
Subtotal Corporation Yard					$401,978	$602,968
GRAND TOTAL CITY BUILDINGS					$1,853,000	$2,779,500

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Source: Terrance E. Lowell & Associates

g

TABLE M2
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
CITY VEHICLES
July 10, 2006 rev.

ITEM NO	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL	ADJUSTED COST @ 1.1
City Vehicles						
1	Pick up truck, 2w	1	LS	$ 16,000	$16,000	$17,600
2	Dump truck, 2w	1	LS	$ 30,000	$33,000	$36,300
3	Sewer/Drain Vactor truck	1	LS	$ 200,000	$200,000	$220,000
4	Street Sweeper	1	LS	$ 120,000	$120,000	$132,000
GRAND TOTAL CITY HALL					$369,000	$405,900

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Source: Terrance E. Lowell & Associates

h

TABLE Parking
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
DOWNTOWN PARKING FACILITY
July 10, 2006 rev.

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL per space	ADJUSTED COST @ 1.5
Downtown Parking Lot, cost/space at grade, uncovered						
1	clear and grub	311	SF	$ 0.25	$ 78	
2	2" asphalt concrete, 6" base rock	311	SF	$ 5.00	$ 1,555	
3	landscaping & irrigation	47	SF	$ 5.00	$ 235	
4	lighting	0.05	ea	$3,500.00	$ 175	
5	land	358	sf	$ 6.89	$ 2,464	
	Total per at grade parking space in a lot				$ 4,507	$ 6,761
	Cost assigned to new development	50%	see footnote e.		$ 2,254	$ 3,380
Total cost of assigned to new development for		538	spaces		$1,213,000	$1,819,500

Notes:

a. A perpendicular parking space with 1/2driveway =

parking	9	ft wide	x	18	ft deep
driveway	9	ft wide	x	12	ft deep
Allowance for nonsymetrical lot shape	15%				
Total square feet pavement/space =	311	square feet			

b. Landscaping area estimated as 15% of parking/driveway square footage

c. Lighting estimated as one light/per 20 parking space.

d. Land cost is estimated as $ 300,000 per acre.

e. Based on the City August 9, 2005 Parking Study by the City Planner & EDC, the Downtown Area has a deficient parking of 538 parking spaces. 50% of the spaces are existing area responsibility and remaining 50% is to new development as the downtown area is the hub and center of public services such as court, library, city hall, police, theatre that serve the total sphere of influence area.

The existing deficient down town parking spaces per the 2005 Report is determined as follows:

Total downtown spaces needed	801
existing public on street	-115
existing public off street	-148
Number additional spaces needed	538

f. Parking cost per space without land $ 2,043 per space unadjusted $ 3,065 adjusted per space.
or $ 5.71 per square foot $ 8.57 per square foot

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Source: Terrance E. Lowell & Associates

TABLE M3
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
GENERAL PLAN AND ZONING
July 10, 2006 rev.

ITEM NO	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL	ADJUSTED COST @ 1.00
General Plan and Zoning Ordinance						
1	General Plan and EIR	1	LS	$ 350,000	$350,000	$350,000
2	Zoning Ordinance and Negative Declaration	1	LS	$ 50,000	$50,000	$50,000
GRAND TOTAL CITY HALL					$400,000	$400,000

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Source: Terrance E. Lowell & Associates

j

TABLE M4
COLFAX MITIGATION FEE STUDY
MAJOR INFRASTRUCTURE
MITIGATION FEE STUDY
July 10, 2006 rev.

ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL	ADJUSTED COST @ 1.5
1	Mitigation fee study	1	LS	$ 15,000	$15,000	$22,500
GRAND TOTAL CITY HALL					$15,000	$22,500

file: k:\1proj\11xx\1194C3\colfaxmitigationfeestudy081406.xls
Source: Terrance E. Lowell & Associates

City of Colfax

Resolution No. 47 - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX ACCEPTING AND APPROVING ANNUAL MITIGATION FEE REPORT AND MAKING FINDINGS PURSUANT TO COLFAX MUNICIPAL CODE CHAPTER 3.56 AND THE MITIGATION FEE ACT (GOVERNMENT CODE §66000 ET SEQ)

WHEREAS, in 1987 the California Legislature adopted the Mitigation Fee Act as Government Code §§66000 et seq (the "Mitigation Fee Act") whereby it authorized cities to impose fees in connection with the approval of development projects for the purpose of defraying all or a portion of the cost of public facilities related to the development project ("Mitigation Impact Fees"); and

WHEREAS, in 2007 the City Council of the City of Colfax adopted Ordinance 488 pursuant to the authority of the Mitigation Fee Act; and

WHEREAS, Colfax received Mitigation Impact Fees from various developers pursuant to Ordinance 488 and deposited those fees into separate funds as required by law; and

WHEREAS, the Mitigation Fee Act and Colfax Ordinance require the preparation of a report identifying the balance of Mitigation Impact Fees in the various funds established for their deposit, the facilities constructed and the facilities to be constructed (the "Mitigation Fee Report"); and

WHEREAS, the City's Finance Director prepared the Mitigation Fee Report, a copy of which is attached to this Resolution; and

WHEREAS, on February 13, 2013, pursuant to notice duly published and posted, the Colfax City Council opened a public hearing for the purpose of (1) reviewing the Mitigation Fee Report and the Mitigation Impact Fees and determining whether the Mitigation Impact Fee amounts continue to be reasonably related to the impact of development, (2) determining whether the described facilities are still needed, (3) determining whether the Mitigation Impact Fees should be revised to include additional projects not previously foreseen as being needed and (4) making other findings required by law; and

WHEREAS, the public hearing was duly continued to February 27, 2013 and notice thereof provided as required by law; and

WHEREAS, on February 27, 2013, the public hearing was closed after all public comments were received.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.

2. Based upon all of the evidence in the record before it and the comments received from the public, the Colfax City Council hereby finds and determines:

a. The purpose to which each Mitigation Impact Fee identified in the Mitigation Fee Report is adequately identified in Colfax Municipal Code §3.56.050 and the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended.

b. It has been adequately demonstrated that there continues to be a reasonable relationship between each Mitigation Impact Fee and the purpose for which it is charged.

c. To the extent any improvements to be funded by Mitigation Impact Fees remain incomplete, the sources and amount of funding are identified in the Major Projects and Mitigation Fee Study dated August 14, 2006 as amended and include without limitation future development projects in Colfax.

d. The approximate dates on which funding for all projects to be funded by Mitigation Impact Fees will be deposited into the appropriate Mitigation Impact Fee account or fund is presently unknown because development within the City is unpredictable but is estimated to be at approximately the same time as future development occurs.

e. The amounts of the Mitigation Impact Fees continue to be reasonably related to the impact of development.

f. The public facilities described in the Major Projects and Mitigation Fee Study dated August 14, 2006, as amended, and as provided in Colfax Municipal Code §3.56.050 are still needed.

3. The Mitigation Fee Report is hereby approved

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 13th day of November, 2013 by the following roll call vote of the Council:

Ayes:
Noes:
Absent:
Abstain:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

9B

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED By: Gabe Armstrong

DATE: October 15, 2013

SUBJECT: Second Reading and Adoption of Ordinance No. 523: An Ordinance Of The City Of Colfax Repealing And Reenacting Chapter 15.04 And 15.08 Chapter Of The Colfax Municipal Code And Adopting By Reference The 2013 Edition Of The California Building Standards Code

X	N/A		FUNDED		UN-FUNDED	AMOUNT: $	FROM FUND:

RECOMMENDED ACTION: Conduct Public Hearing, Consider Public and Staff Comments, waive second reading and Adopt Ordinance No. 523 to become effective in 30 days.

ISSUE STATEMENT AND DISCUSSION:
Staff is requesting the City Council adopt by reference the 2013 California Building Codes and the 2013 California Fire Code for the purpose of providing for the public welfare and safety.

Every three years, the construction code writing organizations update their respective technical and administrative codes. Health and Safety Code, section 17922 requires that jurisdictions within the State of California adopt Building and Fire Codes as required by the State Building Standards Commission.

The City staff has chosen to modify certain sections of the Building and Fire Codes by deleting or revising them as published by the code writing organizations and adopting modified sections such as the appendixes in order to more clearly reflect the needs of the city and the citizens of Colfax.

FINANCIAL AND/OR POLICY IMPLICATIONS:
None

SUPPORTING DOCUMENTS:
Proposed Ordinance 523
A Full Set of the Building Codes and Fire code are available in City Hall at the Building Department.

COMMITTEE RECOMMENDATION:
This report was not discussed by any committee.

CITY OF COLFAX

Ordinance No. 523

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLFAX REPEALING AND REENACTING CHAPTER 15.04 AND 15.08 CHAPTER OF THE COLFAX MUNICIPAL CODE AND ADOPTING BY REFERENCE THE 2013 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, PARTS 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 11 & 12 OF TITLE 24 OF THE CALIFORNIA CODE OF REGULATIONS WHICH INCORPORATES THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE,THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, THE 2012 EDITION OF THE UNIFORM PLUMBING CODE, THE 2012 EDITION OF THE UNIFORM MECHANICAL CODE, THE 2011 EDITION OF THE NATIONAL ELECTRICAL CODE,THE 1997 EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, THE 2009 EDITION OF THE UNIFORM, POOL, SPA & HOT TUB CODE,THE 2012 EDITION OF THE INTERNATIONAL FIRE CODE AND AMENDING THOSE PORTIONS OF CALIFORNIA BUILDING STANDARDS AS IDENTIFIED HEREIN PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF, TOGETHER WITH AMENDMENTS AND ADDITIONS TO THE VARIOUS CODES PROVIDING FOR PENALTIES FOR THE VIOLATION THEREOF AND REPEALING ALL OTHER ORDINANCES IN CONFLICT THEREWITH

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

Section 1.

The following sections of Colfax Municipal Code Chapter 15.04 are hereby repealed: Sections 15.04.010, 15.04.020, 15.04.030, 15.04.040, 15.04.060, 15.04.100, 15.04.130 and 15.08.010

Section 2. Purpose and Authority:

The purpose of this Ordinance is to adopt by reference the 2013 edition of the California Building Standards Code, Title 24- Part 1; Part 2; Part2.5 Part 3; Part 4; Part 5; Part 6; Part 8; Part 9; Part 11and Part 12, of the California Code of Regulations and to provide minimum requirements and standards for the protection of the public safety, health, property and welfare of the City of Colfax. This Ordinance is adopted under the authority of Government Code Subsection 50022.2 and Health and Safety Code Section 18941.5.

Section 3: Conflicts with Other Laws, Rules and Regulations.

In the event of any conflict between this Code and any law, rule or regulation of the Federal or State of Government, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this Code.

Section 4. Reenactment.

The following sections are hereby reenacted as:

15.04.10 Building Code--Adopted.

The California Building Code, known as Part 2 of the 2013 Edition of the California Code of Regulations, Title 24, incorporating the International Building Code, 2006 Edition, published by the International Code Council is hereby adopted by reference, including the following Appendices:

Appendix Chapter C *Group U – Agricultural Buildings*
Appendix Chapter I *Patio Covers*
Appendix Chapter J *Grading*

There is one copy of the code on file in the office of the building official for use and examination by the public.

15.04.15 Building Code—Amended

Amendments to the 2013 California Building Code

Chapter 1 of the 2013 California Building Code is hereby adopted and amended as follows:

Subsection 105.5 Expiration is hereby amended to read as follows:

105.5 Expiration. Every permit shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant in writing one or more extensions of time for periods not more than 180 days each. The extensions shall be requested in writing and justifiable cause demonstrated. For the purpose of this section, work shall be considered abandoned if a required inspection has not been recorded and approved within 180 days.

Subsection 109 Fees, is hereby included and amended to read as follows

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the established fee schedule as adopted by resolution of the City Council of the City of Colfax.

15.04.130 Building Code Appendixes—Adopted and Amended

The following Building Code appendixes are hereby adopted and amended as follows:

California Building Code, Appendix J amended--Excavation and Grading.

The following sections of Appendix J of the California Building Code are hereby amended to read as follows:

Section J101 "Scope" is amended to add the following: "All references to the "Building Official" within this appendix are hereby amended to read "City Engineer". All grading operations within the City of Colfax shall be performed in accordance with the provisions of the Building Code, the City of Colfax Grading Ordinance and any other regulations of the City pertaining to grading operations.

15.04.020 Plumbing Code--Adopted.

The California Plumbing Code, known as Part 5 of the 2013 Edition of the California Code of Regulations, Title 24, incorporating the Uniform Plumbing Code, 2009 Edition, published by the International Association of Plumbing and Mechanical Officials and the non-building and administrative regulations of the Uniform Plumbing Code, 2012 Edition are adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.04.025 Plumbing Code--Amended

Chapter 1, subsection 103.4 of the 2013 California Plumbing Code is hereby adopted and amended as follows:

115.1: General. Fees shall be assessed in accordance with the fee schedule as adopted by resolution of the City Council. All References to in Table 1-1 Subsection 103.4.1 and 103.2 are hereby deleted.

15.04.030 Mechanical Code--Adopted.

The California Mechanical Code, known as Part 4 of the 2013 Edition of the California Code of Regulations, Title 24, incorporating the Uniform Mechanical Code, 2009 Edition, published by the International Association of Plumbing and Mechanical Officials 2012 Edition, are adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.04.035 California Mechanical Code-- Amended

Chapter 1, subsection 115.0 of the 2013 California Mechanical Code is hereby adopted and amended as follows:

115.1: General. Fees shall be assessed in accordance with the fee schedule as adopted by resolution of the City Council. All References to in Table 1-1 Subsection 115.1, 115.2, and 115.3 are hereby deleted.

15.04.040 Electrical Code--Adopted.

The California Electrical Code, known as Part 3 of the 2013 Edition of the California Code of Regulations Title 24, incorporating the National Electrical Code, 2011 Edition, published by the National Fire Protection Association is hereby adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.04.050 Residential Building Code-- Adopted.

The California Residential Building Code, 2013 Edition, based on the 2012 International Residential Building Code including, the administrative provisions in the California Building Code, Chapter 1, Division II and Appendix H - Patio Covers as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, Part 2.5 is hereby adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.04.055 Residential Building Code—Amended

Amendments to the 2013 California Building Code

Chapter 1 of the 2013 California Residential Building Code is hereby adopted and amended as follows:

Subsection 105.5 Expiration is hereby amended to read as follows:

105.5 Expiration. Every permit shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant in writing one or more extensions of time for periods not more than 180 days each. The extensions shall be requested in writing and justifiable cause demonstrated. For the purpose of this section, work shall be considered abandoned if a required inspection has not been recorded and approved within 180 days.

Subsection 108 Fees, is hereby included and amended to read as follows

108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the established fee schedule as adopted by resolution of the City Council of the City of Colfax.

15.04.60 CALGreen Code adopted.

The California Green Building Standards Code, 2013 Edition including, the administrative provisions in the California Building Code, Chapter 1, Division II as adopted and

amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, Part 11 is hereby adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.04.80 Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition

The 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings, published by the International Code Council is hereby adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.04.100 Uniform Swimming Pool, Spa and Hot Tub Code, 2009 Edition--Adopted.

The 2009 Edition of the Uniform Swimming Pool, Spa and Hot Tub Code, published by the International Conference of Plumbing and Mechanical Officials is hereby adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.08 Fire Code adopted.

California Fire Code, 2013 Edition Volumes 1 & 2, including, the administrative provisions in the California Building Code, Chapter 1, Division II based on the 2012 International Fire Code including the Appendices, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 of the California Code of Regulations, Part 9 is hereby adopted by reference. There is one copy of the code on file in the office of the building official for use and examination by the public.

15.08.010 Fire Code amended.

The California Fire Code adopted in Section 15.08 is modified, amended and/or supplemented as follows:

1. The California Fire Code (CFC) as adopted above with approved amendments and appendix chapters, and all State Fire Marshal codes delegated to local agencies, are to be enforced by the Chief of each Fire District, CSA, or as designated by contract. In the absence of the above, the Placer County Fire Warden shall act as the County Fire Marshal. Where provisions in the CFC conflict with other statutes/regulations or County ordinances, including but not limited to the Placer County Land Development Manual, the most restrictive shall govern.
   Pursuant to State Health and Safety Code Section 13869.7, all Fire District amendments to the CFC will be valid after such amendments are first authorized by the Fire District board and then approved by the Board of Supervisors.

2. Section 103.1, Department of Fire Prevention – General, is amended by replacing the first paragraph with the following:

The Chief of a fire department/district, with the written approval of the Board of Directors of the particular fire department, is authorized to make and enforce such rules and regulations for the prevention and control of fires and fire hazards as may be necessary from time to time to carry out the intent of this Code. Three certified copies of such rules and regulations shall be filed with the Clerk of the jurisdiction and shall be in effect immediately thereafter. Pursuant to State Health and Safety Code Section 13869.7, rules and regulations that involve building standards will be valid when approved by the City Council of the City of Colfax.

C. Section 108, Board of Appeals, is amended by replacing the first paragraph with the following:

In order to determine the suitability of alternate materials and type of construction and to provide for reasonable interpretation of the provisions of this code, there is hereby appointed a board of appeals consisting of the board of directors of each fire protection district for matters within their jurisdiction and the Placer County Building Board of Appeals in the remaining areas of the County. The Chief shall be an ex-official member of the Board and shall act as secretary to the Board. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the chief with a duplicate copy to the appellant and may recommend to the Executive Body such new legislation as is consistent therewith.

D. Chapter 1 Section 109.3, Notice of Violation, is amended by adding the following:

The Chief of any fire department/district within the County or his/her authorized representatives shall have authority to enforce this code and issue citations for violations in their respective jurisdiction.

E. Section 202 – Definitions: Add the following:

Fire Hydrant: Shall mean a hydrant supplied by a 6 inch or larger branch line, one or more pumper connection (4½ inch) and 2 or more 2½ inch outlets, capable of supplying required fire flow for at least 2 hours.

Section 502 - Definitions: Add the following:

Emergency Vehicle Access and occupant emergency egress/evacuation roads:
Use / Access for emergency vehicles during an emergency. Emergency egress/evacuation for residents during an emergency.
Size - Roadways shall meet the requirements of the local authority having jurisdiction but shall not be less than the requirements set in PRC 4290 and Placer County Code.

Fire Department Access Gates:

Use - Fire Department access to open lands and vegetated areas for the purpose of extinguishing a vegetation fire.
Size - Minimum 10' wide opening with 15' clear vertical clearance.
Access restrictions - Access is for emergency firefighting equipment only.

Approved gates:

a. Any gate approved for Emergency Access, Residential Egress and Evacuation shall be manually opening with no lock or latch requiring special knowledge.

b. Any gate approved by authority having jurisdiction.

Section 503 Fire Apparatus Access Roads is amended to read;

Section 503.2.1 Dimensions

Fire apparatus access roads for commercial applications required by this section shall have an unobstructed continuous width of not less than 26 feet for all Fire Department access lanes and an unobstructed vertical clearance of not less than 15 feet. The roadway may be required to be increased to 28' when determined that aerial firefighting apparatus are required as part of the fire department response.

503.2.1.2 Residential or other fire and emergency access and circulation roads

All other fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 15 feet.

Section 503.2.4 Turning Radius:

The inside turning radius for a Fire Access road shall be 30 feet or greater. The outside turning radius for an access road shall be 50 feet or greater.

Section 503.6 Security gates to include the following:

Private Road Gated Entrance:

a. Gate openings to be 2' wider than the roadway served.
b. Emergency vehicle access shall be provided by both a "Knox" over-ride switch and an approved emergency radio frequency gate opening device (Click2Enter type) or other device approved by the authority district.
c. An approved hammerhead, turn-around bulb or other means of turn-around shall be provided on the entry side of the gate.
d. Gates shall automatically open from the interior without use of a special code or device. (Magnetic strip or pressure pad assemblies are acceptable).
e. All electric gates shall fail in the open position, i.e. loss of power, battery failure.
f. Vertical clearances shall be no less than 15'.
g. Gate shall be located no closer than 30' from the intersecting roadway ultimate edge of pavement.
h. Provide a separate personnel gate or opening sized and surfaced to allow for pedestrian and accessibility access.
i. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.

Residential driveway gated entrance;

Gated residential driveways shall be provided with Fire Department access locks or switches as approved by the authority having jurisdiction.

F. Section 903.2, Where Required, is amended to read, adding the following:

In all occupancies except Group R, Division 3 and Group U Occupancies an approved automatic sprinkler system shall be installed where the occupancy/building has 3,600 or

more square feet of total floor area, except where other sections of the IFC or the California State Fire Marshals regulations, and/or local Fire District ordinances applicable to a project are more restrictive, then the more restrictive shall apply. Where additions increase the total size of the building to 3,600 square feet or more, the addition and the existing occupancy/building shall be provided with an approved automatic sprinkler system. Fire separation areas shall not be used to reduce this requirement.

G. Section 903.3.1.3, NFPA 13D Sprinkler Systems, is amended to read, add the following:

Automatic sprinkler systems installed in one-and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with the latest edition of NFPA Standard 13D and shall be equipped with a residential fire sprinkler water flow switch and interconnection to the residential smoke detector alarm system as defined in Building Service Division policy manual.

H. Section 903.4, Sprinkler System Monitoring and Alarms, is amended to read:

All valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electrically supervised. Valve supervision, water-flow alarm, fire alarm systems, and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station.
EXCEPTION: Group R, Division 3 Occupancies will only be monitored if required by the local Fire District and/or authority having jurisdiction.

I. Section 907.2 of the IFC, Where Required – new buildings and structures, is amended to read as follows:

All occupancies except Group R, Division 3 and Group U occupancies shall have an approved automatic fire alarm system installed when the occupancy/building has 1,500 square feet or more of total floor area unless other sections of the CFC or California State Fire Marshals regulations are more restrictive, then the more restrictive shall apply. Fire alarms systems shall be in accordance with Section 907 of the CFC or the current edition of NFPA 72 if the specific occupancy is not covered in the CFC.

Additionally, all A, E, H, I and M occupancies shall have an automatic smoke/heat detection system installed in addition to any other system(s) required by this code. Where additions increase the total size of the building to 1,500 square feet or more, the addition and the existing occupancy/building shall be provided with an approved automatic smoke/heat detection system.

Fire alarm control panels in new buildings shall be sized to allow for maximum number of anticipated devices at build-out.

All automatic smoke and heat detection systems installed in addition to any other system(s) required by this code shall be automatically transmitted to an approved central station.

J. Section 3201, General, is amended by adding the following item:

Tires: No person shall pile, cause to be piled, or maintain any pile of tires (of any manufactured material) at a height greater than ten (10) feet, except in approved horizontal storage racks, measured in all cases from the ground level. Tires shall be neatly piled and in no case shall any one pile occupy more than two hundred (200) square feet of floor or lot area. An aisle of at least ten (10) feet shall be maintained at all times between the piles in such a manner as to allow free access.

K. Section 5701.1, Scope and Application, is amended to read as follows:

It shall be unlawful to store flammable liquids as defined in Chapter 57 of the International Fire Code including gasoline and other motor fuels, in above ground storage containers, either portable or installed, in a RS, RM, RA, RF, F or AE zoned area on a parcel of less than ten (10) acres. In areas where above ground storage is permitted, minimum distances from property lines and structures for a tank of any type shall be not less than 50 feet. The limitations/prohibitions of this section shall also apply to areas in Squaw Valley designated as Low Density Residential (LDR), High Density Residential (HDR), Forest-Recreation or Conservation Preserve. In addition, the limitations/ prohibitions of this section shall apply to areas in the Lake Tahoe Basin which are designated as Tourist/ Residential, Tourist, Residential, Recreation and Conservation.

Any above ground storage must be approved, in writing, by an official of the appropriate fire protection department/district. This section shall not be applicable to portable containers suitable for such storage of 5 gallons or less.

L. Section 5704.2.9.6.: "Locations where above ground tanks are prohibited" is amended to read as follows:

Storage of Class I and Class II flammable liquids in aboveground tanks outside of buildings is prohibited unless approved by the Fire Chief having jurisdiction, using standards not less than the IFC or recognized equivalent.

M. Section 5706.4, Bulk Plants or Terminals, is amended to read as follows:

No new bulk plant shall be constructed within the limits established by the Placer County zoning ordinance, as limits of the districts in which such plants are prohibited. Where allowed portions of properties where flammable and combustible liquids are received by tank vessel, pipelines, tank cars or tank vehicles and are stored or blended in bulk for the purpose of distributing such liquids by tank vessels, pipelines, tank cars, tank vehicles or containers shall be in accordance with IFC Section 5706.4.

N. Appendix C, Fire Hydrant Locations and Distribution, Table C105.1, is amended to read:

TABLE C 105.1
NUMBER AND DISTRIBUTION OF FIRE HYDRANTS

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS[1,2,3,] (feet)[6]	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT[4]
X 3.85 for L/min.		X 304.8 for mm	
1,000 - 1,750	2	300	250
2,000 - 2,250	2	300	225
2,500	3	300	225
3,000	3	300	225
3,500 - 4,000	4	300	210
4,500 - 5,000	5	300	180
5,500	6	300	180
6,000	6	250	150
6,500 - 7,000	7	250	150
7,500 or more	8 or more[5]	200	120

a. Reduce by 100 feet for dead-end streets or roads.

b. Where streets are provided with median dividers which can be crossed by firefighters pulling hose lines, or arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet (152.4m) on each side of the street and be arranged on an alternating basis up to a fire-flow requirement of 7,000 gallons per minute (26 495L/min.) and 400 feet (122 m) for higher fire-flow requirements.
c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at not less than 1,000-foot (305m) spacing to provide for transportation hazards.
d. Reduce by 50 feet (15 240 mm) for dead-end streets or roads.
e. One hydrant for each 1,000 gallons per minute (3785 L/min.) or fraction thereof.
f. Spacing may be increased to 500′ for Single Family Dwelling Residential Sub-Divisions.

15. Appendix D, Fire Apparatus Access Roads is adopted and amended as follows:

D102.1 amended to read: Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with asphalt, concrete, or other approved driving surface capable of supporting the imposed load of fire apparatus as determined by the fire authority having jurisdiction but no less than 40,000 pounds.

D103.1 (add: Exception: R-3 Occupancies)

D103.2 In areas above 5,000 ft. elevation:

Exception 1: Driveways of R-3 Occupancies shall not exceed 12 percent in grade, unless otherwise authorized by the fire chief.

Exception 2: The driveway slope may exceed 12% (12 vertical feet in one hundred horizontal feet) slope provided the driveway meets or exceeds the prescribed minimum width, and is not longer in length than the maximum permissible height of the structure within such jurisdiction, but in no case more than 35 feet, and has the appropriate transitional slopes at the edge of pavement to property line, and has no significant articulation greater than 45% angle in its entire length).

D103.2 In areas below 5,000 ft:

Elevation driveway grade shall not exceed 16% unless authorized by the fire chief.

Delete Section D103.5

Section D104 Commercial and Industrial Developments. D104.2 is amended to read:

Buildings or facilities having a gross building area of more than 62,000 square feet (5760 m2) shall be provided with two separate and approved fire apparatus access roads.
Delete exception

Section D107 One or Two Family Residential Developments.
D107.1 is amended to read:

Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.
Delete exception 1 and 2

Section 6. Superceding Provisions

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

Section 7. Severability.

If any section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by 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 8. Effective Date.

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

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Colfax held on the 23rd day of October 2013, and passed and adopted at a regular meeting of the City Council of the City of Colfax held on the 13th day of November 2013, at a duly held regular meeting of the City Council of the City of Colfax, by the following vote:

AYES:
NOES:
ABSENT:

Donna L. Barkle
Mayor

APPROVED AS TO FORM:

Alfred Cabral
City Attorney

ATTEST:

Karen Pierce
City Clerk

10A

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED By: Alan Mitchell, City Engineer

DATE: October 31, 2013

SUBJECT: Discuss and Consider Adopting Resolution No. 48 -2013: A Resolution Of The City Council Of The City Of Colfax Approving And Authorizing The Interim City Manager To Execute The Agreement For Consultant Services Between The City Of Colfax And Holdrege & Kull, For The Grass Valley St. UPRR Pedestrian Xing And Bike Improvements, Project No. 12-01.02

☐	N/A	X	FUNDED	☐	UN-FUNDED	AMOUNT: $ 4,450	FROM FUND: PCTPA Discretionary TDA

RECOMMENDED ACTION: Adopt Resolution No. 48-2013

ISSUE STATEMENT AND DISCUSSION:

The Grass Valley St. UPRR Ped Xing and Bike Improvements, Project No. 12-01.02 will construct improvements at the existing at-grade public road crossing. A revised Project Budget Sheet and Geometric were presented to Council in July and staff has been working with Caltrans to finalize NEPA clearance. On September 12, 2013, Caltrans signed the Preliminary Environmental Study (PES), which included only one environmental issue that requires a technical study - hazardous waste. Potential hazardous waste issues require a Phase 1 Initial Site Assessment (ISA). Depending upon the results of the ISA, Phase 2 (Sampling) may be required.

The City Engineer solicited proposals from two qualified firms that perform this type of work – BSK and Holdrege & Kull (H&K). Both firms provided qualified staff and pertinent experience, but H&K's proposal was more cost-effective and they included scope and fee for the subsequent Phase 2 analysis if it's required.

Staff recommends the Council adopt Resolution No. 48-2013, authorizing the Interim City Manager to execute the Agreement for Consultant Services between the City of Colfax and Holdrege & Kull, for the Grass Valley St. UPRR Ped Xing and Bike Improvements, Project No. 12-01.02. The request tonight is for only the Phase 1 services.

FINANCIAL AND/OR POLICY IMPLICATIONS:
The project is funded with PCTPA Discretionary TDA ($120,000) and CMAQ ($200,000) funds, and no General Funds are required. The H&K fee for the Phase 1 services is $4,450, which will come from project funds.

SUPPORTING DOCUMENTS:
Resolution
Signed PES
H&K Agreement

COMMITTEE RECOMMENDATION:
This report was not discussed by any committee.

CITY OF COLFAX

RESOLUTION NO. 48-2013

A Resolution of the City Council of the City of Colfax Approving and Authorizing the Interim City Manager to Execute the Agreement for Consultant Services between the City of Colfax and Holdrege & Kull, for the Grass Valley St. UPRR Ped Xing and Bike Improvements, Project No. 12-01.02

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1. The City desires to undertake as its project the improvement of the existing at-grade public road crossing over Grass Valley Street (DOT No. 753151U); and

2. The Preliminary Environmental Assessment (PES) was approved by Caltrans; and

3. The PES included one required technical study for hazardous waste – a Phase 1 Initial Site Assessment (ISA); and

4. The City solicited Proposals from two qualified consultants, and Holdrege & Kull was deemed qualified and cost-effective.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.

2. The City Manager is authorized to execute on behalf and in the name of the City of Colfax a Consultant Services Agreement between the City of Colfax and Holdrege & Kull, in the form attached to this Resolution in an amount not to exceed $4,450.

3. The City Manager is authorized to appropriate and encumber sufficient funds to pay for the services provided for in said agreement.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on this 13th day of November, 2013 the following roll call vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

RECEIVED
AUG 26 2013
ENVIRONMENTAL

EXHIBIT 6-A PRELIMINARY ENVIRONMENTAL STUDY (PES)

Federal Project No.: PLA25439/PLA25205 CML 5187(007) **Final Design:** 4th Quarter FY13
(Federal Program Prefix-Project No., Agreement No.) *(Expected Start Date)*

To: Stella Liao
(District Local Assistance Engineer)
Caltrans District 3
(District)
703 B Street, Marysville, CA 95901
(Address)
Stella.Liao@dot.ca.gov
(Email Address)

From: City of Colfax
(Local Agency)
Alan Mitchell
(Project Manager's Name and Telephone No.)
33 South Main Street, Colfax, CA 95713
(Address)
Alan.Mitchell@ponticelloinc.com
(Email Address)

Is this Project "ON" the State Highway System? ☐ Yes ☒ No **IF YES, STOP HERE and contact the District Local Assistance Engineer regarding the completion of other environmental documentation.**

Federal State Transportation Improvement Program (FSTIP) http://www.dot.ca.gov/hq/transprog/fedpgm.htm: 1/22/13 *(Currently Adopted Plan Date)* 13-01-ADMIN 48449 *(Page No.___ attach to this form)*
http://www.dot.ca.gov/hq/transprog/oftmp.htm

Programming for FSTIP:	**Preliminary Engineering**	**Right of Way**	**Construction**
	(Fiscal Year) $ *(Dollars)*	*(Fiscal Year)* $ *(Dollars)*	2013/2014 *(Fiscal Year)* $ $416,000 Total *(Dollars)*

but only $200,000 Federal

Project Description as Shown in RTP and FSTIP: See Notes at Page 6-83.

Detailed Project Description: *(Describe the following, as applicable: purpose and need, project location and limits, required right of way acquisition, proposed facilities, staging areas, disposal and borrow sites, construction activities, and construction access.)*

See Notes at Page 6-83.

(Continue description on "Notes" sheet, last page of this Exhibit, if necessary)

Preliminary Design Information:
Does the project involve any of the following? Please check the appropriate boxes and delineate on an attached map, plan, or layout including any additional pertinent information.

Yes	No		Yes	No		Yes	No	
☐	☒	Widen existing roadway	☒	☐	Ground disturbance	☐	☒	Easements
☐	☒	Increase number of through lanes	☒	☐	Road cut/fill	☒	☐	Equipment staging
☒	☐	New alignment	☒	☐	Excavation: anticipated maximum depth 14"	☒	☐	Temporary access road/detour
☐	☒	Capacity increasing—other (e.g., channelization)				☒	☐	Utility relocation(possible)
			☒	☐	Drainage/culverts	☐	☒	Right of way acquisition (if yes, attach map with APN)
☒	☐	Realignment	☐	☒	Flooding protection			
☐	☒	Ramp or street closure	☐	☒	Stream channel work	☐	☒	Disposal/borrow sites
☐	☒	Bridge work	☐	☒	Pile driving	☐	☒	Part of larger adjacent project
☒	☐	Vegetation removal (minor)						
☒	☐	Tree removal (minor)	☐	☒	Demolition	☒	☐	Railroad

Required Attachments:

☒ Regional map ☒ Project location map ☒ Project footprint map (existing/proposed right of way)
☒ Engineering drawings (existing and proposed cross sections), if available ☐ Borrow/disposal site location map, if applicable
(Note: all maps (except project location map and regional maps) should be consistent with the project description (minimum scale: 1" = 200').)
☒ Notes to support the conclusions of this checklist/project description continuation page (attached)

Examine the project for potential effects on the environment, direct or indirect and answer the following questions. The "construction area," as specified below, includes all areas of ground disturbance associated with the project, including staging and stockpiling areas and temporary access roads.

Each answer must be briefly documented on the "Notes" pages at the end of the PES Form.

A. Potential Environmental Effects	Yes	To Be Determined	No
General			
1. Will the project require future construction to fully utilize the design capabilities included in the proposed project?	☐	☐	☒
2. Will the project generate public controversy?	☐	☐	☒
Noise			
3. Is the project a Type I project as defined in 23 CFR 772.5(h); "construction on new location or the physical alteration of an existing highway, which significantly changes either the horizontal or vertical alignment or increases the number of through-traffic lanes"?	☐	☐	☒
4. Does the project have the potential for adverse construction-related noise impact (such as related to pile driving)?	☒	☐	☐
Air Quality			
5. Is the project in a NAAQS non-attainment or maintenance area?	☒	☐	☐
6. Is the project exempt from the requirement that a conformity determination be made? (If "Yes," state which conformity exemption in 40 CFR 93.126, Table 2 applies): see Notes	☒	☐	☐
7. Is the project exempt from regional conformity? (If "Yes," state which conformity exemption in 40 CFR 93.127, Table 3 applies): see Notes	☐	☐	☐
8. If project is not exempt from regional conformity, (If "No" on Question #7)			
Is project in a metropolitan non-attainment/maintenance area?	☐	☐	☐
Is project in an isolated rural non-attainment area?	☐	☐	☐
Is project in a CO, PM10 and/or PM2.5 non-attainment/maintenance area?	☐	☐	☐
Hazardous Materials/Hazardous Waste			
9. Is there potential for hazardous materials (including underground or aboveground tanks, etc.) or hazardous waste (including oil/water separators, waste oil, asbestos-containing material, lead-based paint, ADL, etc.) within or immediately adjacent to the construction area?	☐	☒	☐
Water Quality/Resources			
10. Does the project have the potential to impact water resources (rivers, streams, bays, inlets, lakes, drainage sloughs) within or immediately adjacent to the project area?	☐	☐	☒
11. Is the project within a designated sole-source aquifer?	☐	☐	☒
Coastal Zone			
12. Is the project within the State Coastal Zone, San Francisco Bay, or Suisun Marsh?	☐	☐	☒
Floodplain			
13. Is the construction area located within a regulatory floodway or within the base floodplain (100-year) elevation of a watercourse or lake?	☐	☐	☒
Wild and Scenic Rivers			
14. Is the project within or immediately adjacent to a Wild and Scenic River System?	☐	☐	☒
Biological Resources			
15. Is there a potential for federally listed threatened or endangered species, or their critical habitat or essential fish habitat to occur within or adjacent to the construction area?	☐	☐	☒

16. Does the project have the potential to directly or indirectly affect migratory birds, or their nests or eggs (such as vegetation removal, box culvert replacement/repair, bridge work, etc.)?	☐	☒	☐
17. Is there a potential for wetlands to occur within or adjacent to the construction area?	☐	☐	☒
18. Is there a potential for agricultural wetlands to occur within or adjacent to the construction area?	☐	☐	☒
19. Is there a potential for the introduction or spread of invasive plant species?	☐	☐	☒
Sections 4(f) and 6(f)			
20. Are there any historic sites or publicly owned public parks, recreation areas, wildlife or waterfowl refuges (Section 4[f]) within or immediately adjacent to the construction area?	☐	☒	☐
21. Does the project have the potential to affect properties acquired or improved with Land and Water Conservation Fund Act (Section 6[f]) funds?	☐	☐	☒
Visual Resources			
22. Does the project have the potential to affect any visual or scenic resources?	☐	☐	☒
Relocation Impacts			
23. Will the project require the relocation of residential or business properties?	☐	☐	☒
Land Use, Community, and Farmland Impacts			
24. Will the project require any right of way, including partial or full takes? Consider construction easements and utility relocations.	☐	☐	☒
25. Is the project inconsistent with plans and goals adopted by the community?	☐	☐	☒
26. Does the project have the potential to divide or disrupt neighborhoods/communities?	☐	☐	☒
27. Does the project have the potential to disproportionately affect low-income and minority populations?	☐	☐	☒
28. Will the project require the relocation of public utilities?	☐	☒	☐
29. Will the project affect access to properties or roadways?	☐	☐	☒
30. Will the project involve changes in access control to the State Highway System (SHS)?	☐	☐	☒
31. Will the project involve the use of a temporary road, detour, or ramp closure?	☒	☐	☐
32. Will the project reduce available parking?	☐	☐	☒
33. Will the project construction encroach on state or federal lands?	☐	☐	☒
34. Will the project convert any farmland to a different use or impact any farmlands?	☐	☐	☒
Cultural Resources			
35. Is there National Register listed, or potentially eligible historic properties, or archaeological resources within or immediately adjacent to the construction area? *(Note: Caltrans PQS answers question #35)*	☐	☐	☒
36. Is the project adjacent to, or would it encroach on Tribal land?	☐	☐	☒

For Sections B, C, and D, check appropriate box to indicate required technical studies, coordination, permits, or approvals.

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ **Traffic**		
Check one:		
☐ Traffic Study	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☒ **Noise**		
Check as applicable:		
☐ Traffic Related		
☒ Construction Related		

	Check one:		
	☐ Noise Study Report	☐ Caltrans	☐ Approval
	☐ NADR	☐ Caltrans	☐ Approval
	☒ Technical Memorandum	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☒	**Air Quality**		
	Check as applicable:		
	☐ Traffic Related		
	☐ Construction Related		
	Check one:		
	☐ Air Quality Report	☐ Caltrans	☐ Approval
	☐ Technical Memorandum	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
		☐ FHWA	☐ Conformity Finding (23 USC 327 CEs, EAs, EISs)
		☒ Caltrans	☒ Conformity Finding (23 USC 326 CEs)
		☐ Regional Agency	☐ PM10/PM2.5 Interagency Consultation
☒	**Hazardous Materials/ Hazardous Waste**		
	Check as applicable:		
	☒ Initial Site Assessment (Phase I)	☒ Caltrans	☒ Approval
	☒ Preliminary Site Assessment (Phase 2) It indicated by phase I	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
		☐ Cal EPA DTSC	☐ Review Database
		☐ Local Agency	☐ Review Database
☐	**Water Quality/Resources**		
	Check as applicable:		
	☐ Water Quality Assess. Report	☐ Caltrans	☐ Approval
	☐ Technical Memorandum	☐ Caltrans	☐ Approval
	☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐	**Sole-Source Aquifer (Districts 5, 6 and 11)**	☐ EPA (S.F. Regional Office)	☐ Approval of Analysis in ED
☐	**Coastal Zone**	☐ CCC	☐ Coastal Zone Consistency Determination

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ **Floodplain**		
Check as applicable:		
☐ Location Hydraulic Study	☐ Caltrans	☐ Approval
☐ Floodplain Evaluation Report	☐ Caltrans	☐ Approval
☐ Summary Floodplain Encroachment Report	☐ Caltrans	☐ Approval
	☐ Caltrans	☐ Only Practicable Alternative Finding
	☐ FHWA	☐ Approves significant encroachments and concurs in Only Practicable Alternative Findings
☐ **Wild and Scenic Rivers**	☐ River Managing Agency	☐ Wild and Scenic Rivers Determination
☒ **Biological Resources**		
Check as applicable:		
☐ NES, Minimal Impact	☐ Caltrans	☐ Approval
☐ NES		
☐ BA	☐ Caltrans	☐ Approves for Consultation
	☐ USFWS ☐ NOAA Fisheries	☐ Section 7 Informal/Formal Consultation
☐ EFH Evaluation	☐ NOAA Fisheries	☐ MSA Consultation
☐ Bio-Acoustic Evaluation	☐ NOAA Fisheries	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ **Wetlands**		
Check as applicable:		
☐ WD and Assessment	☐ Caltrans	☐ Approval
	☐ ACOE	☐ Wetland Verification
	☐ NRCS	☐ Agricultural Wetland Verification
	☐ Caltrans	☐ Wetlands Only Practicable Alternative Finding
☐ **Invasive Plants**		
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Section 4(f)**		
Check as applicable:	☐ Caltrans	☐ Determine Temporary Occupancy
☐ De minimis	☐ Caltrans	☐ De minimis finding
☐ Programmatic 4(f) Evaluation Type: _____	☐ Caltrans	☐ Approval
☐ Individual 4(f) Evaluation	☐ Caltrans	☐ Approval
	☐ Agency with Jurisdiction ☐ SHPO ☐ DOI ☐ HUD ☐ USDA	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/Approvals
☐ **Section 6(f)**	☐ Agency with Jurisdiction ☐ NPS	☐ Determines Consistency with Long-Term Management Plan
	☐ NPS	☐ Approves Conversion
☐ **Visual Resources**		
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Minor VIA	☐ Caltrans	☐ Approval
☐ Moderate VIA	☐ Caltrans	☐ Approval
☐ Advance/Complex VIA	☐ Caltrans	☐ Approval
☐ **Relocation Impacts**		
Check one:		
☐ Relocation Impact Memo	☐ Caltrans	☐ Approval
☐ Relocation Impact Study	☐ Caltrans	☐ Approval
☐ Relocation Impact Report	☐ Caltrans	☐ Approval
☒ **Land Use and Community Impacts**		
Check one:		
☐ CIA	☐ Caltrans	☐ Approval
☒ Technical Memorandum	☒ Caltrans	☒ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
☐ **Construction/Encroachment on State Lands**		
Check as applicable:		
☐ SLC Jurisdiction	☐ SLC	☐ SLC Lease
☐ Caltrans Jurisdiction	☐ Caltrans	☐ Encroachment Permit
☐ SP Jurisdiction	☐ SP	☐ Encroachment Permit
☐ **Construction/Encroachment on Federal Lands**	☐ Federal Agency with Jurisdiction	☐ Encroachment Permit
☐ **Construction/Encroachment On Indian Trust Lands**	☐ Bureau of Indian Affairs	☐ Right of Way Permit
☐ **Farmlands**		
Check one:		
☐ CIA	☐ Caltrans	☐ Approval
☐ Technical Memorandum	☐ Caltrans	☐ Approval
☐ Discussion in ED Only	☐ Caltrans	☐ Approval
Check as applicable:		
☐ Form AD 1006	☐ NRCS	☐ Approves Conversion
	☐ CDOC	☐ Approves Conversion
☐ Conversion to Non-Agri Use	☐ ACOE	

B. Required Technical Studies and Analyses	C. Coordination	D. Anticipated Actions/Permits/ Approvals
☒ **Cultural Resources** (PQS completes this section) *Check as applicable:*	☒ Caltrans PQS	☒ Screened Undertaking
☐ APE Map	☐ Caltrans PQS and DLAE	☐ Approves APE Map
	☐ Local Preservation Groups and/or Native American Tribes	☐ Provides Comments Regarding Concerns with Project
☐ HPSR ☐ ASR ☐ HRER	☐ Caltrans	☐ Approves for Consultation
☐ Finding of Effect Report	☐ Caltrans	☐ Concurs on No Effect, No Adverse Effect with Standard Conditions
	☐ SHPO	☐ Letter of Concurrence on Eligibility, No Adverse Effect without Standard
☐ MOA	☐ Caltrans	☐ Approves MOA
	☐ SHPO	☐ Approves MOA
	☐ ACHP (if requested)	☐ Approves MOA
☐ **Permits** Copies of permits and a list of mitigation commitments are mandatory submittals following NEPA approval.	☐ ACOE	☐ Section 404 Nationwide Permit
	☐ ACOE	☐ Section 404 Individual Permit
	☐ Caltrans/ACOE/EPA ☐ USFWS ☐ NOAA Fisheries	☐ NEPA/404 Integration MOU
	☐ ACOE	☐ Rivers and Harbors Act Section 10 Permit
	☐ USCG	☐ USCG Bridge Permit
	☐ RWQCB	☐ Section 401 Water Quality Certification
	☐ CDFG	☐ Section 1602 Streambed Alteration Agreement
	☐ RWQCB	☐ NPDES Permit
	☐ CCC ☐ Local Agency	☐ Coastal Zone Permit
	☐ BCDC	☐ BCDC Permit

Notes: Additional studies may be required for other federal agencies.

ACHP = Advisory Council on Historic Preservation
ACOE = U.S. Army Corps of Engineers
ADL = Aerially Deposited Lead
APE = Area of Potential Effect
APN = Assessor Parcel Number
ASR = Archaeological Survey Report
BA = Biological Assessment
BCDC = Bay Conservation and Development Commission
BE = Biological Evaluation
BO = Biological Opinion
Cal EPA = California Environmental Protection Agency
CCC = California Coastal Commission
CDFG = California Department of Fish and Game
CDOC = California Department of Conservation
CE = Categorical Exclusion
CIA = Community Impact Assessment
CWA = Clean Water Act
DLAE = District Local Assistance Engineer
DOI = U.S. Department of Interior
DTSC = Department of Toxic Substances Control
EA = Environmental Assessment
ED = Environmental Document
EFH = Essential Fish Habitat
EIS = Environmental Impact Statement
EPA = U.S. Environmental Protection Agency
FEMA = Federal Emergency Management Agency
FHWA = Federal Highway Administration
FONSI = Finding of No Significant Impacted
FTIP = Federal Transportation Improvement Program
HPSR = Historic Property Survey Report
HRER = Historical Resources Evaluation Report
HUD = U.S. Housing and Urban Development
MOA = Memorandum of Agreement
MSA = Magnuson-Stevens Fishery Conservation and Management Act
NEPA = National Environmental Policy Act
NADR = Noise Abatement Decision Report
NES = Natural Environment Study
NHPA = National Historic Preservation Act
NOAA = National Oceanic and Atmospheric Administration
NMFS National Marine Fisheries Service
NPDES = National Pollutant Discharge Elimination System
NPS = National Park Service
NRCS = Natural Resources Conservation Service
PM10 = Particulate Matter 10 Microns in Diameter or Less
PM2.5 = Particulate Matter 2.5 Microns in Diameter or Less
PMP = Project Management Plan
PQS = Professionally Qualified Staff
ROD = Record of Decision
RTIP = Regional Transportation Improvement Program
RTP = Regional Transportation Plan
RWQCB = Regional Water Quality Control Board
SER = Standard Environmental Reference
SEP = Senior Environmental Planner
SHPO = State Historic Preservation Officer
SLC = State Lands Commission
SP = State Parks
TIP = Transportation Improvement Program
USCG = U.S. Coast Guard
USDA = U.S. Department of Agriculture
USFWS = U.S. Fish and Wildlife Service
WD = Wetland Delineation

E. Preliminary Environmental Document Classification (NEPA)

Based on the evaluation of the project, the environmental document to be developed should be:

Check one:

- ☐ Environmental Impact Statement (*Note: Engagement with participating agencies in accordance with 23 USC 139 required)*
  - ☐ Compliance with 23 USC 139 regarding Participating Agencies required
- ☐ Complex Environmental Assessment
- ☐ Routine Environmental Assessment
- ☐ Categorical Exclusion without required technical studies
- ☒ Categorical Exclusion with required technical studies

  (If Categorical Exclusion is selected, check one of the following):
  - ☒ Section 23 USC 326
    - ☒ 23 CFR 771 activity (c)(3, 8)
    - ☒ 23 CFR 771 activity (d) (1)
    - ☐ Activity _____ listed in the Section 23 USC 326
  - ☐ Section 23 USC 327

F. Public Availability and Public Hearing

Check as applicable:

- ☒ Not Required
- ☐ Notice of Availability of Environmental Document
- ☐ Public Meeting
- ☐ Notice of Opportunity for a Public Hearing
- ☐ Public Hearing Required

G. Signatures

Local Agency Staff and/or Consultant Signature

(Signature of Preparer)	August 19, 2013 *(Date)*	916-660-9555 *(Telephone No.)*

BRIGIT S. BARNES, City Land Use Attorney
(Name)

Local Agency Project Engineer Signature

This document was prepared under my supervision, according to the *Local Assistance Procedures Manual*, Exhibit 6-B, "Instructions for Completing the Preliminary Environmental Study Form."

(Signature of Local Agency)	August 20, 2013 *(Date)*	530-668-5883 *(Telephone No.)*

Caltrans District Professionally Qualified Staff (PQS) Signature

☐ Project does not meet definition of an "undertaking"; no further review is necessary under Section 106 ("No" Section A, #35).

☑ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA and based on the information provided in the PES Form, the project does not have the potential to affect historic properties ("No" Section A, #35).

☐ Project is limited to the type of activity listed in Attachment 2 of the Section 106 PA, but the following additional procedures or information is needed to determine the potential for effect ("To Be Determined" Section A, #35):
☐ Records Search ☐ _____ ☐ _____ ☐ _____

☐ Project meets the definition of an "undertaking"; all properties in the project area are exempt from evaluation per Attachment 4 of the Section 106 PA ("No" Section A, #35).

☐ The proposed undertaking is considered to have the potential to affect historic properties; further studies for 106 compliance are indicated in Sections B, C, and D of this PES Form ("Yes" Section A, #35).

(Signature of Professionally Qualified Staff)	9/12/13 *(Date)*	530-741-4538 *(Telephone No.)*

The following signatures are required for all CEs, routine and complex EAs, and EISs:

Caltrans District Senior Environmental Planner (or Designee) and DLAE Signatures

I have reviewed this Preliminary Environmental Study (PES) Form and determined that the submittal is complete and sufficient. I concur with the studies to be performed and the recommended NEPA Class of Action.

Susan D. Bauer *(Signature of Senior Environmental Planner or Designee)*	9-12-13 *(Date)*	530-741-7113 *(Telephone No.)*
SUSAN D. BAUER *(Name)*		
(Signature of District Local Assistance Engineer or Designee)	8/26/13 *(Date)*	530 740 4984 *(Telephone No.)*
ROSS FOON *(Name)*		

☐ HQ DEA Environmental Coordinator concurrence _____. Email concurrence attached.
(date)

Preliminary Environmental Investigation

Notes to Support the Conclusions of the PES Form

(May Also Include Continuation of Detailed Project Description)

Project Description as Shown in RTP and FSTIP:

Project Title – Overlays and Pavement Rehabilitation

Project Description – In Colfax, surface overlays, various dig-outs, and curb, gutter, and sidewalk improvements along Grass Valley Street, South Auburn to Rising Sun.

Project Title – Grass Valley Street Railroad Crossing Pedestrian and Bike Improvements

Project Description – Construct pedestrian improvements across UP railroad tracks to improvement pedestrian safety, and install C1 bike lanes along Grass Valley from South Auburn to Rising Sun.

Detailed Project Description:

Road Rehab

The proposed improvements consist of grinding and replacing existing pavement, repairing sections of aggregate base, crack filling existing pavement, applying coat seals to pavement, removal of abandoned railroad tracks & ties, raising manhole and valve boxes to new grade, signing and striping a new bike route, and replacing existing striping.

UPRR Pedestrian Xing

The proposed improvements consists of aligning new curbs, to narrow the existing two-lane roadway on approaches to the railroad crossing and allow sidewalks to offset closer to the centerline of the road. Improvements will also consist of construction of new sidewalks to connect existing sidewalks on either side of the railroad crossing. This includes striped channelization of walkways across the track zone. In addition construction of decorative landscape or hardscape in the area of displaced roadway will improve delineation of new sidewalk zones. Thicker sidewalks and hardscape will be provided on the east side of the tracks in sufficient width to provide for occasional railroad maintenance traffic along UPRR maintenance corridor. A 2-foot curbed median and edge delineation for vehicle lanes across the track zone will also be provided. New and existing driveways, curb ramps and detectable domes to meet ADA requirements will be constructed.

Brief Explanation of How Project Complies, or Will Comply with Applicable Federal Mandate (Part A):

1. The proposed project consists of various road rehabilitation efforts, a new bike lane, a new pedestrian crossing over the railroad tracks, decorative hardscaping and new ADA facilities over a very small area. The current transportation problems and conditions that the project will be addressing on Grass Valley Street are the discontinuity of the pedestrian walkways across the railroad tracks on both sides of the street, the safety of both pedestrians and vehicle traffic at the railroad crossing, the absence of bikeways into the downtown area, and the condition of the existing pavement.

   Currently the sidewalks on both sides of Grass Valley St. do not cross the railroad tracks. The discontinuity of the sidewalks is approximately 100' on both sides of the street. This sidewalk gap creates pedestrian safety issues while crossing the railroad tracks, especially for pedestrians with disabilities. The project will improve these pedestrian safety issues by constructing sidewalk improvements within this gap that meet ADA railroad track crossings requirements.

   In addition to the sidewalk improvements, the new curb lines adjacent to these new sidewalks will be constructed closer toward the road centerline since the existing width of the street is far wider than needed for this 2-lane street crossing. A 6" raised median near the railroad crossing will also be constructed as part of the project. These improvements will improve on the safety of the vehicle traffic crossing the railroad tracks by acting as traffic calming features and will also discourage drivers from trying to circumvent the railroad gates.

   Grass Valley Street is a critical connector for the City, not only as a bikeway, but in every aspect of public transportation as it is the only connector across the UPRR railroad mainline that dissects the City. Currently Rising Sun St. has improved Class II bike lanes that connect the schools in the western portion of the City up to Grass Valley St. The addition of improved bikeways along Grass Valley will bring that connection into the downtown area and connect it with the train transit center at the Amtrak Depot.

   Lastly the project will address the existing condition of the road. There are different conditions throughout the project limits on Grass Valley St. such as severe block cracking, alligator cracking, base failures and potholing. These conditions will be addressed with different cost effective road treatments in order to improve the life and ride-ability of the road.

2. The proposed project consists of various road rehabilitation efforts, a new bike lane, a new pedestrian crossing over the railroad tracks, decorative hardscaping and new ADA facilities over a very small area, which will benefit the community at-large. Historically, previous similar projects in the City have produced very little controversy. The City Council, Staff, and the Community have demonstrated nothing but support for the project, which has been before Council twice in a public meeting.

3. The proposed project consists of various road rehabilitation efforts, a new bike lane, a new pedestrian crossing over the railroad tracks, decorative hardscaping and new ADA facilities over a very small area. It does not involve any of the activities delineated as a Type 1 project in 23 CFR 772.5(h).

4. See attached Technical Memorandum regarding temporary construction noise.

5. N/A.

6. Safety: Railroad crossing, railroad crossing warning devices, pavement resurfacing and/or rehabilitation. Air Quality: Increasing bicycle and pedestrian access by upgrading existing facilities.

7. N/A.

8. N/A.

9. TBD. There are no clean-up sites in or around the project area. See attached DTSC Cortese List. There are two closed underground storage tanks and two monitoring wells located adjacent to the project area. See attached Geotracker (State Waterboards) map. The project could result in exposure to railroad tie chemicals, waste oil and construction waste. Mitigation Measures included in the conditions of approval will ensure the impact is less than significant.

10. See attached map and field notes. There are no water resources in the vicinity of the project area. There is a historic enclosed drainage culvert through the adjacent railroad property. As such, there is no potential impact on water quality.

11. N/A.

12. See attached map. The proposed project location is in the Sierra Foothills at least 125 miles from the California Coastal Zone. All work will occur within the existing right-of-way.

13. See attached FEMA Map – FIRM Panel 06061C0125F dated June 8, 1998. All work will occur within existing right-of-way.

14. See attached maps. The closest designated Wild and Scenic River is the North Fork of the American River, which is located approximately 1 and ½ miles from the project area. Therefore, the project is not within the 0.25 mile protected corridor.

15. The existing project area is a highly traveled roadway very unlikely to contain any threatened or endangered species. Consultation with NOAA confirmed unlikely impact to fish covered by a Fisheries Management Plan.

16. TBD. See attached field notes. The existing project area is a highly traveled roadway very unlikely to contain nesting.

17. See attached NRCS National Wetlands Inventory map, field notes and photo which show no potential for wetlands in the project area.

18. The project area and vicinity lands are residential, industrial and commercial, not agricultural. All work will occur within existing right-of-way. See attached field notes and photo.

19. See attached field notes. There were no invasive plant species observed within the project area. There is no new landscaping proposed as part of this project.

20. TBD. Surrounding land uses include residential, industrial and commercial. The nearby railroad depot building and Grass Valley Street are part of old town Colfax and the City owns a parking lot adjacent to the project area. There are no public parks, recreation areas, wildlife or waterfowl refuges adjacent to the project area. See attached project footprint map.

21. See Detailed Listing of Land & Water Conservation Grants for Placer County, none of which relate to City of Colfax projects. Surrounding land uses include residential, industrial and commercial.

22. See attached Questionnaire to Determine Visual Impact Assessment Level. Project score: 8.

23. N/A.

24. All work will occur within existing right-of-way. See attached Technical Memorandum.

25. Staff review of City of Colfax General Plan (1998).

26. The proposed project consists of various road rehabilitation efforts, a new bike lane, a new pedestrian crossing over the railroad tracks, decorative hardscaping and new ADA facilities. The project will provide continuity between neighborhoods, not divide or disrupt them. Surrounding land uses include residential, industrial and commercial.

27. HUD qualified census tracts (2010-2012) status shows: not qualified. See attached full tract No. 06061022001.

28. TBD. The project may require the relocation of a PG&E line. The grade-raising of the existing manhole may constitute a "relocation" of a utility.

29. Adjacent land uses include residential, industrial and commercial. See attached Technical Memorandum regarding proposed access during construction.

30. See attached vicinity map showing proximity to closest State Highway System.

31. See attached Technical Memorandum regarding the temporary road closure and detour.

32. See attached parking map. 24 on-street parking spaces will be temporarily impacted by construction.

33. N/A.

34. See attached DOC California Important Farmland Finder map indicating that the project area is designated "Urban and built-up land." Surrounding land uses include residential, industrial and commercial.

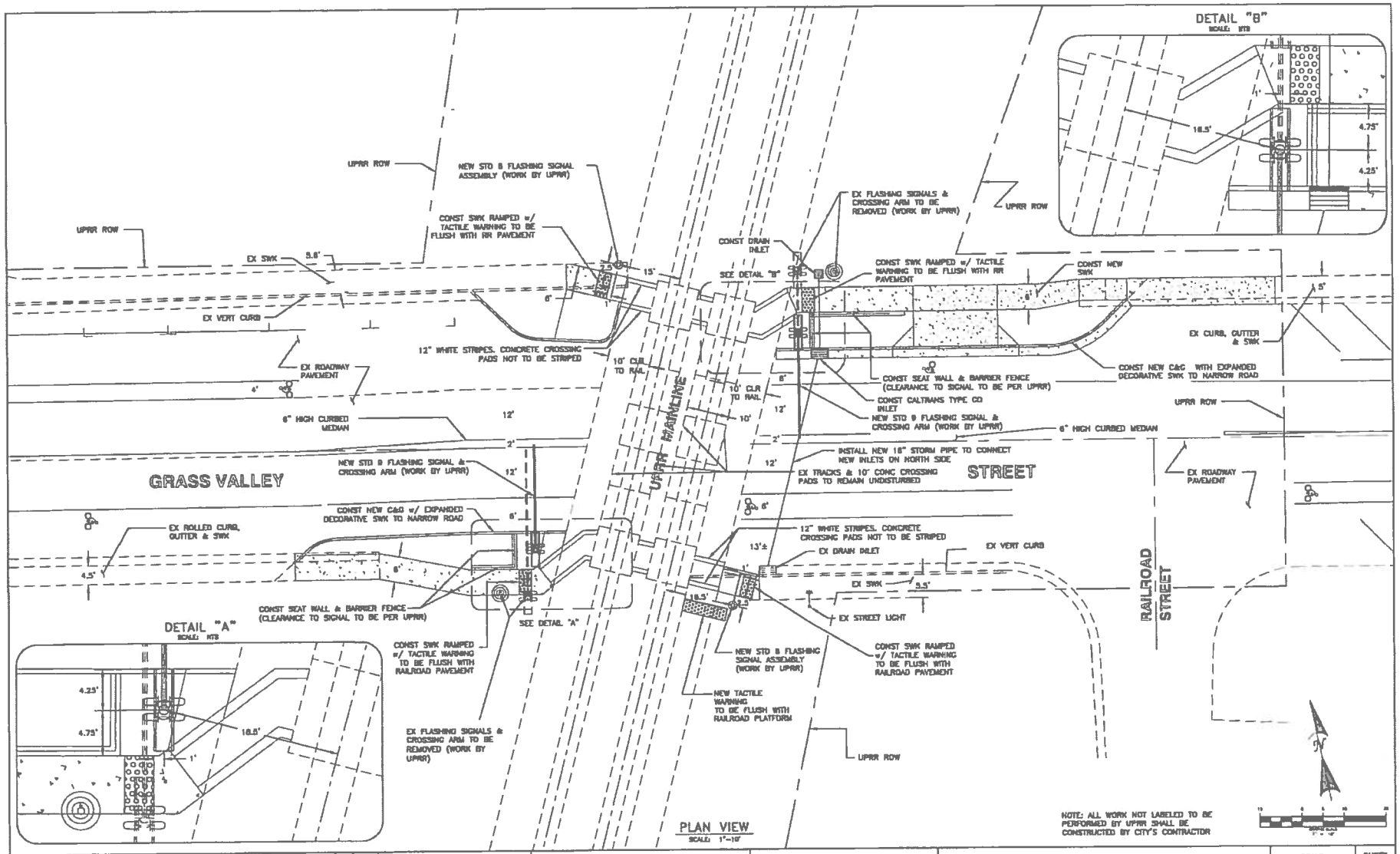
35. N/A.

36. See attached EPA California Tribal Lands map which shows that tribal lands in Placer County are not located in Colfax.

Distribution 1) Original - DLAE, 2) Local Agency Project Manager, 3) DLA Environmental Coordinator

4) Senior Environmental Planner (or designee), 5) District PQS

Updated: 05/15/08



DESIGNED BY	AU
DRAWN BY	AU/JC
CHECKED BY	AU/JC

REV.	DATE	DESCRIPTION	BY	APP'D

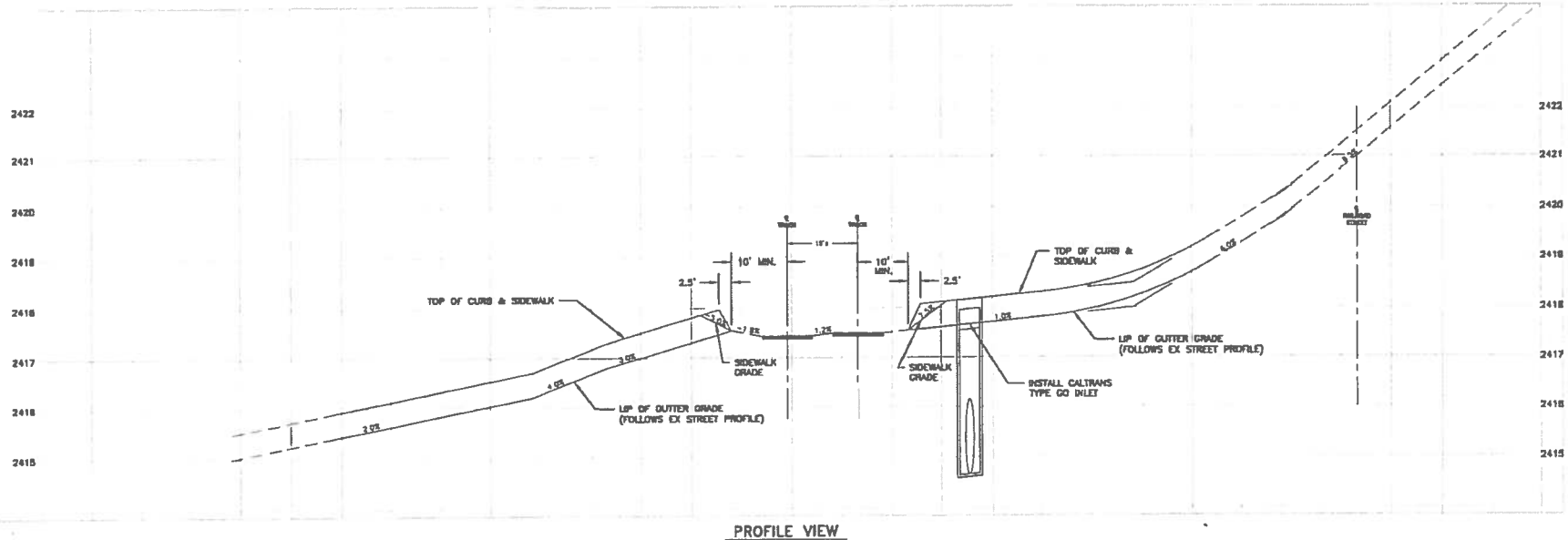
PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC.
1276 Pacific Avenue
Woodland, CA 95776
Phone (530) 666-1055
Fax (530) 666-1091

PEDESTRIAN IMPROVEMENTS AT UPRR GRADE CROSSING

CITY OF COLFAX — PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY RD.
RAILROAD MILE POST: 141.81
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT/FRA: 781811U

SCALE: HORZ: 1"=10' VERT: 1"=1'
FILE:
DATE: 13-DEC-2012
JOB NO.
SHEET 1 OF 2



PROFILE VIEW

SCALE: HORIZ. - 1"=10'
VERT. - 1"=1'

DESIGNED BY AU						
DRAWN BY AU/AC						
CHECKED BY AM/JE	REV.	DATE	DESCRIPTION	BY	APP'D.	

PONTICELLO ENTERPRISES
CONSULTING ENGINEERS, INC.
1216 Pueblo Avenue
Woodland, CA 95776
Phone (530) 668 5083
Fax (530) 668 5091

PEDESTRIAN IMPROVEMENTS AT
UPRR GRADE CROSSING

CITY OF COLFAX — PLACER COUNTY, CA

ROAD NAME: GRASS VALLEY RD.
RAILROAD MILE POST: 161.31
RAILROAD SUBDIVISION: ROSEVILLE SUB
DOT/F783181U

SCALE: HORIZ: 1"=10' VERT: 1"=1'
FILE:
DATE: 13-DEC-2012
JOB NO.
SHEET 2 OF 2

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this _____ day of _____, 2013 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Holdrege & Kull ("Consultant".)

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services"), specifically Task 1 - Initial Site Assessment for the Grass Valley Street Railroad Ped Xing project, 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:	Holdrege & Kull 792 Searls Avenue Nevada City, CA 95959

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 Gabe Armstrong	Printed Name_____
Title Interim City Manager	Title_____
Date_____	Date_____

APPROVED AS TO FORM:

_____
City Attorney

HOLDREGE & KULL
CONSULTING ENGINEERS • GEOLOGISTS

Proposal No. PN13168
September 25, 2013

EXHIBIT A

Gabe Armstrong, Interim City Manager
City of Colfax
33 S Main Street
Colfax, California 95713

Reference: ***Grass Valley Street Railroad Crossing Pedestrian and Bike Improvements***
Colfax, California

Subject: ***Proposal for Initial Site Assessment***

Dear Mr. Armstrong,

Holdrege & Kull (H&K) is pleased to present this proposal for Initial Site Assessment (ISA) for the Grass Valley Street Railroad Crossing Pedestrian and Bike Improvements project in Colfax, California. We prepared this proposal in response to an email request from Alan Mitchell of Ponticello Enterprises.

H&K's scope of services is based on our review of the completed Preliminary Environmental Study (PES) form for Federal Projects PLA25439/PLA25205 and our discussion with Alan Mitchell.

PROJECT DESCRIPTION AND UNDERSTANDING

As currently proposed, H&K understands that the City of Colfax proposes to construct pedestrian improvements across the Union Pacific (UP) railroad tracks to improve pedestrian safety, and install C1 bike lanes along Grass Valley from South Auburn Street to Rising Sun Street. The project will include surface overlays, various dig-outs, and curb, gutter, and sidewalk improvements along Grass Valley Street from South Auburn Street to Rising Sun Street.

The project is subject to NEPA requirements with the California Department of Transportation (Caltrans) as the lead agency. The project PES indicates that ISA needs to be prepared to meet the NEPA requirements.

(530) 478-1305 • FAX (530) 478-1019 • E-mail: handk@HandK.net • 792 Searls Avenue • Nevada City, CA 95959 • A California Corporation

Based on H&K's experience with similar projects, Caltrans may require soil sampling for analysis of aerially deposited lead (ADL). With this in mind, H&K has included an optional task in our proposed scope of services for soil sampling and ADL analysis.

SCOPE OF SERVICES

H&K will perform an ISA and, if requested, soil sampling for ADL. The services are described below.

TASK 1 - INITIAL SITE ASSESSMENT

H&K will perform an ISA to evaluate the potential for recognized environmental conditions within the Project site. The ISA will be performed using the ASTM E1527-05 method, "Standard Practice for Environmental Assessments: Phase I Environmental Site Assessment Process," as a guideline. H&K will issue a report presenting the findings of the ISA. The ISA will include the following components.

Task 1.1 - Records Review

H&K will perform the following records review.

Standard Environmental Record Sources: Federal and State

H&K will contract with an environmental database firm to provide selected, reasonably ascertainable records of state, federal and tribal agency investigations and/or enforcement actions for the site and for properties within the ASTM minimum search distances from the site. H&K will review the records provided by the environmental database firm.

Additional Environmental Sources: State and Local

H&K will review selected, reasonably ascertainable state and local regulatory agency records for information pertaining to environmental permits, site investigations, and documented enforcement actions for the subject site and immediately adjacent facilities.

Historical Use Information

H&K will review selected, reasonably ascertainable, standard historical sources for information regarding the subject property. Such sources may include fire insurance maps and aerial photographs.

Review of Environmental Liens and AULs Not Included

Review of recorded land title records and judicial records for environmental liens and activity and use limitations (AULs) is not currently proposed as part of the ISA. H&K can perform such a review for an additional fee, if requested. Otherwise, H&K will rely on others to report to H&K the findings of such review, if performed, so that the findings can be included in the ISA report.

Task 1.2 - Site Reconnaissance

H&K will perform a site visit to observe field conditions that may indicate recognized environmental conditions in connection with the Project site. These conditions may include:

- Obvious location(s) of suspected past and present hazardous substance storage, application, use and disposal.
- Obvious location(s) of above ground and underground storage tanks and pipelines.
- Obvious uses and environmental conditions or concerns as identified by records review or interviews.
- Land use or facilities adjacent to the site that have an obvious potential to affect the environmental conditions at the site.

We request that any pertinent information or helpful documents that the owner has or can obtain regarding environmental conditions, as-built drawings, environmental permits or registrations, previous assessments for underground tanks, etc., be made available for H&K's use.

Task 1.3 - Interviews

H&K will interview key project personnel as identified by the property owner, if such interviews are applicable and feasible within the scope of the guidance document.

Task 1.4 - Evaluation and Report Preparation

Following the investigation, H&K will evaluate the findings and prepare a report. The report will summarize the ISA findings, discuss significant data gaps encountered during the assessment, and list the recognized environmental conditions.

TASK 2 – SOIL SAMPLING AND ANALYSIS FOR AERIALLY DEPOSITED LEAD

H&K would be able to perform ADL testing if required by Caltrans. Soil along highways has the potential to be impacted by ADL associated with past leaded fuel vehicle emissions. Although the potential for ADL impact is considered low, based on the limited area of exposed soil at the site, H&K's experience has been that Caltrans may require ADL testing. ADL is generally limited to the upper two feet in shoulders and medians if the soil has not been disturbed. H&K understands that significant soil disturbance has not occurred.

H&K anticipates that encroachment permits and other associated permitting would be provided by the City of Colfax for H&K's soil sampling activities.

Task 2.1 – Soil Sampling

H&K will obtain up to 10 discrete soil samples from the upper 6 inches of exposed soil along the railroad tracks in the proposed areas of disturbance. Deeper sampling is not proposed at this time; however, if significant ADL is detected at the ground surface, additional subsurface sampling may be required in areas where the subsurface soil is to be disturbed. The samples will be obtained using a hand auger and other hand tools. Sampling equipment will be cleaned between sample locations using non-phosphate detergent and rinsed with distilled water.

Task 2.2 – Laboratory Analysis

Selected samples will be sent to a California-certified analytical laboratory for analysis of total lead. Based on the laboratory results for total lead, analysis for soluble lead may be performed by the following methods: Waste Extraction Test using deionized water (DI-WET), Soluble Threshold Limit Concentration (STLC), or Toxicity Characteristic Leaching Procedure (TCLP).

Task 2.3 – ADL Report

H&K will prepare a report that includes a site description, the laboratory test results, a vicinity map and ADL sampling map. If elevated soil lead concentrations are detected, H&K will characterize the soil in accordance with the Caltrans ADL Testing Guidance. If appropriate based on the test results, the report will present the results of statistical calculations, a discussion of human health risk associated with ADL, and recommendations for waste disposal and/or reuse.

ASSUMPTIONS AND CLIENT RESPONSIBILITIES

The proposed scope of services and fees are based on the following assumptions and client responsibilities.

- By authorizing H&K's services, the client attests to the fact that the property owner is aware of H&K's proposed investigation and that the owner authorizes H&K to access the site for investigation purposes.

- The City of Colfax will obtain encroachment permits and other permitting necessary to facilitate H&K's soil sampling efforts.

- The review of regulatory agency files is limited to the site and adjacent facilities only. If regulatory agency file reviews for additional sites are warranted, the reviews may not be able to be performed within the proposed scope of services.

- Client will provide a preliminary title report that lists existing easements and current ownership or a 50-year chain-of-title (optional under ASTM). H&K can provide this information for an additional fee, if requested.

- The user of the ISA report is responsible for assisting H&K in the identification of possible recognized environmental conditions in connection with the subject property. The attached excerpt from the ASTM 1527-05 standard (chapter 6) describes the user's responsibilities.

- The following topics will not be addressed as part of the ISA (this list is not intended to be all-inclusive): asbestos-containing building materials, radon, lead-based paint, drinking water, wetlands, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, biological agents, and mold. If evaluation of these non-scope items is requested, we can provide you with a proposal for the additional services.

FEES

The two tasks described above could be performed concurrently if requested. Analysis for additional constituents of concern may be warranted, based on the findings of the ISA. If the City of Colfax requests Task 2 be performed following H&K's ISA, minor additional travel fees will apply. Our fees are presented below:

Task	Fee
Task 1 – Initial Site Assessment	$4,450
Task 2 – ADL Soil Sampling, Total Lead Testing and Reporting	$3,120
Soluble Lead Testing (up to 4 samples, if necessary)	$1,248
Total Fee	**$8,818**

SCHEDULE

We will be able to perform the site reconnaissance and field sampling within one week of receiving authorization to proceed, provided that permitting is coordinated by others. We will be able to issue a draft ISA report and ADL report within four weeks of the sampling event. Please note that responses from local agencies to our requests for file review could delay the completion of the ISA. If we anticipate a delay, we will inform you as soon as possible. We can issue final copies of the reports within two weeks of receiving comments from the City and Caltrans. Based on our experience, we anticipate that Caltrans review and approval of the final ISA and ADL reports will take up to 30 days.

AUTHORIZATION TO PROCEED

If this proposal meets with your approval, please contact us regarding the development of a services agreement. We appreciate the opportunity to provide this proposal, and we look forward to working with you.

Sincerely,

HOLDREGE & KULL

Prepared by:

Janis E. Johnson
Staff Geologist

Reviewed by:

Tom Holdrege, CEG
Principal

attached: ASTM E1527-05 Excerpt (User's Responsibilities)
Qualifications

copies: 1 to Alan Mitchell, Ponticello Enterprises

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10B

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED BY: Alan Mitchell, City Engineer

DATE: November 4, 2013

SUBJECT: Discuss and Consider Adopting Resolution No. 49-2013: A Resolution of the City Council of the City of Colfax Approving and Authorizing the Interim City Manager to Execute the Public Highway At-Grade Crossing Improvement Agreement Between the City of Colfax and Union Pacific Railroad Company for the Grass Valley St. UPRR Ped Xing and Bike Improvements, Project No. 12-01.

☐	N/A	X	FUNDED	☐	UN-FUNDED	**AMOUNT:** $1,000	**FROM FUND:** PCTPA Discretionary TDA

RECOMMENDED ACTION: Adopt Resolution No. 49-2013

ISSUE STATEMENT AND DISCUSSION:

The Grass Valley St. UPRR Ped Xing and Bike Improvements, Project No. 12-01.02 will construct improvements at the existing at-grade public road crossing. A revised Project Budget Sheet and Geometric were presented to Council in July and staff has been working with Union Pacific Railroad Company (UPRR) on an Agreement, which provides for rights to construct, maintain and repair the improvements on their property, and defines the scope and estimated cost of the work UPRR will self-perform.

The City Engineer, Interim City Manager, and City Attorney have reviewed the attached Agreement, and staff recommends Council adoption of Resolution No. 49-2013, authorizing the Interim City Manager to execute through signature the Public Highway At-Grade Crossing Improvement Agreement

FINANCIAL AND/OR POLICY IMPLICATIONS:

The project is funded with PCTPA Discretionary TDA ($120,000) and CMAQ ($200,000) funds, and no General Funds are required. For UPRR to process the Agreement, a fee of $1,000 is required, which will come from project funds.

SUPPORTING DOCUMENTS:

Resolution No. 49-2013
Project Budget Sheet
UPRR Agreement

COMMITTEE RECOMMENDATION: This report was not discussed by any committee.

CITY OF COLFAX

RESOLUTION NO. 49-2013

A Resolution of the City Council of the City of Colfax Approving and Authorizing the Interim City Manager to Execute the Public Highway At-Grade Crossing Improvement Agreement Between the City of Colfax and Union Pacific Railroad Company for the Grass Valley St. UPRR Ped Xing and Bike Improvements, Project No. 12-01.02

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1. The City desires to undertake as its project the improvement of the existing at-grade public road crossing over Grass Valley Street (DOT No. 753151U); and

2. A Public Highway At-Grade Crossing Improvement Agreement (Agreement) is required by the Union Pacific Railroad Company (UPRR) for the City of Colfax to construct, maintain and repair proposed improvements; and

3. The Agreement defines the scope and estimated cost for UPRR work to be self-performed; and

4. The Agreement has been reviewed by the City Attorney.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.

2. The City Manager is authorized to execute on behalf and in the name of the City of Colfax a Public Highway At-Grade Crossing Improvement Agreement (Agreement) between the City of Colfax and UPRR, in the form attached to this Resolution in an amount not to exceed $1,000.

3. The City Manager is authorized to appropriate and encumber sufficient funds to pay for the services provided for in said agreement.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on this 13th day of November, 2013 the following roll call vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

City of Colfax

Grass Valley St. UPRR Ped Xing and Bike Improvements

Project Budget Sheet

CIP#: 12-01.02 **MPFP#(s):**

Last Updated: **Original Approval:** July-13

Project Owner: Public Works **Revised:**

Project Manager: Alan Mitchell **Project Resource:** Ponticello Enterprises

Description:

Relocate UPRR Signals and construct pedestrian improvements along Grass Valley St. across UP railroad tracks to improve pedestrian safety.

Authority:

General authority to maintain the existing city street infra-structure. This project will enhance pedestrian and bicyclist safety.

Budget:

Item	Amount	Item	Amount
Project Management	$ 7,000	Permits/NEPA	$ 10,000
Design/Bidding	$ 30,000	Construction	$ 235,000
CM, Testing, Insp.	$ 15,000	Contingency	$ 23,000
		Project Total:	**$ 320,000**

Financing Schedule: Project Start: 2012 Project Completion: 2013

Phases: Final Design, Bid, and Construction

Fund Code:	350	350					
Name:	TDA	CMAQ					
FY 10/11:							$ -
FY 11/12:							$ -
FY 12/13:	$ 29,000						$ 29,000
FY 13/14	$ 91,000	$ 200,000					$ 291,000
Fund Totals:	**$ 120,000**	**$ 200,000**	$ -	$ -	$ -	$ -	**$ 320,000**
Ratios:	37.5%	62.5%	0.0%	0.0%	0.0%	0.0%	100.0%

Note: CMAQ funds from 2012 and 2016 allocations

Recommended for Approval **Alan Mitchell, City Engineer** **Jul-13**

Finance Department Approval Laurie Van Groningen 7/19/13

Laurie Van Groningen, Finance (date)

City Manager Approval 7/24/13

Gabe Armstrong, Interim City Manager (date)

Union Pacific Railroad Real Estate 1400 Douglas Street Stop 1690 Omaha, Nebraska 68179-1690 fx. (402) 501-0340

Folder: 2808-28

August 15, 2013

ALAN MITCHELL
CITY OF COLFAX
33 S. MAIN ST.
PO BOX 702
COLFAX, CA 95713

RE: Proposed improvement of the existing Grass Valley Rd. at-grade public road crossing at or near Colfax, California.

Dear Mr. Mitchell:

Attached are duplicate originals of a Crossing Improvement Agreement covering your use of the Railroad Company's property. To properly document your use of the Railroad Company's property, it is necessary that you execute the attached documents. Please return to me the following:

1. **ALL** of the executed documents. If a Contractor's Right-of-Entry Agreement is attached hereto and you have selected the same, you may have the contractor contact me and I will provide a finalized copy of the contractor's right of entry for execution.

2. Certificate of Insurance, if required.

3. Resolution for document execution, if required.

4. Check made payable to the Union Pacific Railroad Company in the amount of **$1000.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

BUILDING AMERICA®

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void. If you have any questions, please contact me.

Sincerely,

David C. LaPlante
Asst. Manager – Contracts
Union Pacific Railroad - Real Estate
(402) 544-8563
DCLAPLANTE@UP.COM

UPRR Folder No.: 2808-28

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

BETWEEN

UNION PACIFIC RAILROAD COMPANY

AND THE

CITY OF COLFAX

COVERING THE

IMPROVEMENT OF THE EXISTING GRASS VALLEY ROAD AT-GRADE PUBLIC ROAD CROSSING
DOT NO.: 753151U

AT

RAILROAD MILE POST 141.91 – ROSEVILLE SUBDIVISION

IN OR NEAR

COLFAX,
PLACER COUNTY,
CALIFORNIA

City Copy

UPRR Folder No.: 2808-28

UPRR Audit No.: _____

PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

Grass Valley Road – DOT No. 753151U
Mile Post 141.91- Roseville Subdivision
Colfax, Placer County, California

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2013 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF COLFAX**, a municipal corporation of the State of California to be addressed at PO Box 702, 33S. Main Street, Colfax, CA 95713 ("City").

RECITALS:

The City desires to undertake as its project (the "Project") the improvement of the existing at-grade public road crossing over Grass Valley Road, (DOT No. 753151U), which includes the narrowing of the existing Grass Valley Roadway and the removal of cantilever and flashing lights with a gate in the SE quad; the installation of new flashing lights with a gate in the proper location to comply with MUTCD; and the installation of a ped and flashers in off quadrants at Railroad's Mile Post 141.91 on the Railroad's Roseville Subdivision at or near Colfax, Placer County, California (the "Crossing Area"). The Crossing Area is shown on the Railroad Location Print marked **Exhibit A** and detailed on the Detailed Print marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof. The portion of the roadway located within the Crossing Area is the "Roadway".

The right of way currently utilized by the City for the existing Grass Valley Road at-grade public road crossing is sufficient to allow for the improvement of the Roadway.

The Railroad and the City are entering into this Agreement to cover the above.

AGREEMENT:

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

ARTICLE 1. EXHIBIT B

The General Terms and Conditions marked **Exhibit B,** are attached hereto and hereby made a part hereof.

ARTICLE 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **One Thousand DOLLARS ($1,000.00)** to be paid by the City to the Railroad upon the execution and delivery of this Agreement and in further consideration of the City's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the City the right to construct, maintain and repair the Roadway over and across the Crossing Area.

ARTICLE 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the City shall require the Contractor to:

   i. execute the Railroad's then current Contractor's Right of Entry Agreement
   ii. obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
   iii. provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit D**, attached hereto and hereby made a part hereof. The City confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2808-28

D. If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 5. FEDERAL AID POLICY GUIDE

If the City will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The City agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

ARTICLE 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO CITY; CITY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the City's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated May 3, 2013, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is $169,592.00.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The City acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the City or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the City or the Contractor as determined by the Railroad and the City. If it is determined that the Railroad will be billing the Contractor directly for such costs, the City agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the City during the Project and final billing to the City within one hundred eighty (180) days after receiving written notice from the City that all Project work affecting the Railroad's property has been completed.

E. The City agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 8. PLANS

A. The City, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. The Railroad's review and approval of the Plans will in no way relieve the City or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the City or Contractor on the Plans is at the risk of the City and Contractor.

ARTICLE 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and City mutually agree in writing to:

   i. deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B,
   ii. deem the Non Railroad Facilities part of the Structure, and
   iii. supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 10. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Roadway remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the City in the event the City does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the City shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the

date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 11. CONDITIONS TO BE MET BEFORE CITY CAN COMMENCE WORK

Neither the City nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

i. The Railroad and City have executed this Agreement.
ii. The Railroad has provided to the City the Railroad's written approval of the Plans.
iii. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
iv. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contactor's Right of Entry Agreement.

ARTICLE 12. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Roadway shall not commence until Railroad and City agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 13. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. City shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and City.

ARTICLE 14. SIGNAL MAINTENANCE

The State and the Railroad agree to split equally the cost of maintenance of the automatic grade-crossing protection as provided for in California Public Utilities Code Section 1202.2 and as allocated by the Public Utilities Commission.

ARTICLE 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the City will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the City agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The City confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore,

(i) the ARRA reporting requirements are the responsibility of the City and not of the Railroad, and
(ii) the City shall not delegate any ARRA reporting responsibilities to the Railroad.

The City also confirms and acknowledges that

(i) the Railroad shall provide to the City the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and

(ii) such standard and customary billing and documentation from the Railroad provides the information needed by the City to perform and complete the ARRA reporting documents.

The Railroad confirms that the City and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 11 of **Exhibit B** of this Agreement.

ARTICLE 16. TERMINATION OF ORIGINAL AGREEMENT

Upon the completion of the Roadway, the Original Agreement shall terminate and the terms and conditions of this Agreement shall govern the use, maintenance and repair of the Roadway.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
DANIEL A. LEIS
General Director – Real Estate

ATTEST:

By _____

(SEAL)

CITY OF COLFAX

By _____

Printed Name: _____

Title: _____

Pursuant to Resolution/Order No. _____
dated: _____, 20____
hereto attached.

RAILROAD LOCATION PRINT
ACCOMPANYING A
CROSSING IMPROVEMENTAGREEMENT/CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

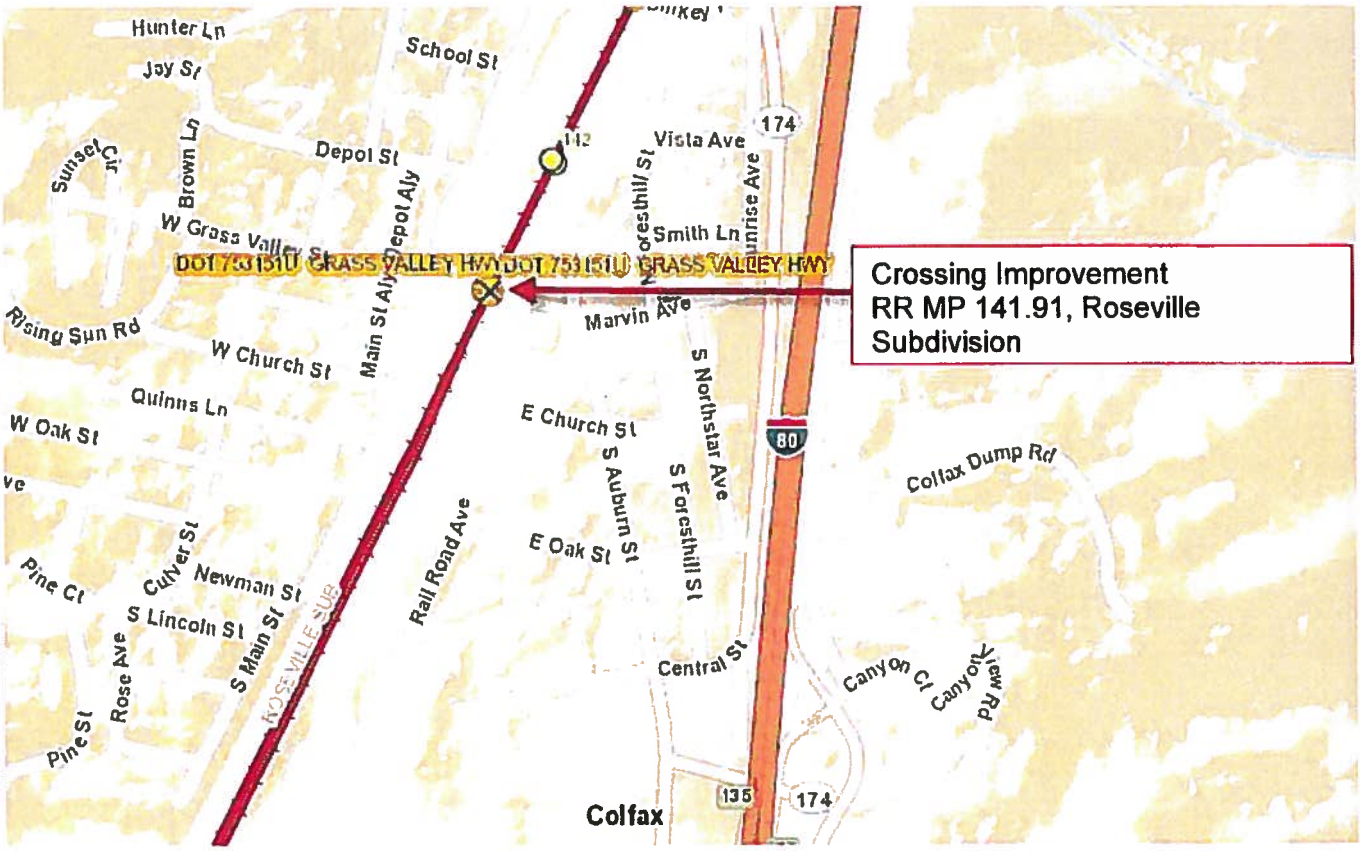


EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

ROSEVILLE SUBDIVISION
RAILROAD MILE POSTS 141.91
COLFAX, PLACER COUNTY, CA.

To accompany a Crossing Improvement Agreement with the
CITY OF COLFAX

Removal of cantilever and flashing lights with gate in the SE quad and install new flashing lights with gate in proper location to comply with MUTCD and install ped and flashers in off quadrants on at-grade Public Road crossing, DOT No 753151U.

UPRR Folder No. 2808-28 Date: July 29, 2013

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.

PHONE: 1-(800) 336-9193

EXHIBIT A

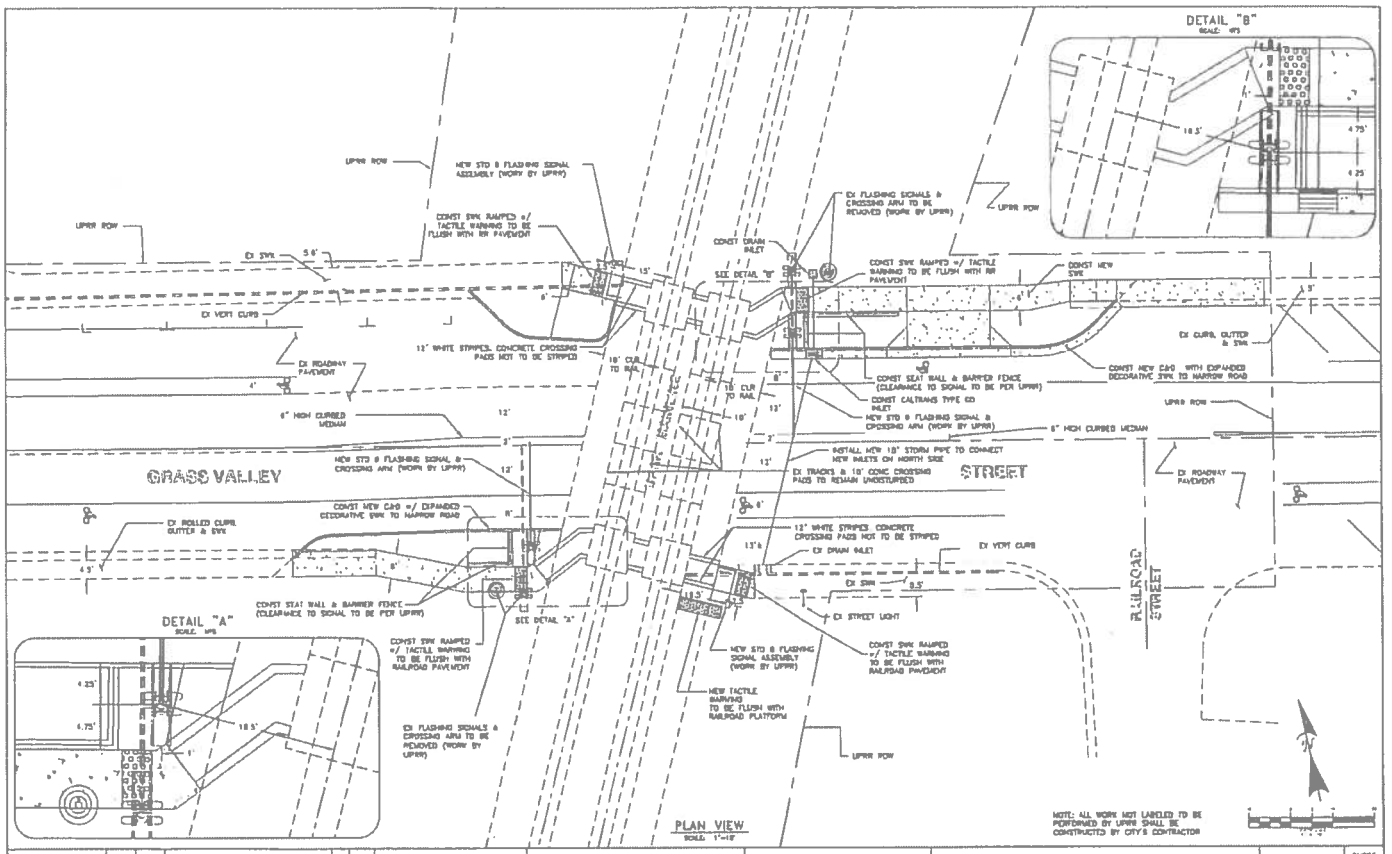
To Public Highway At-Grade Crossing Agreement

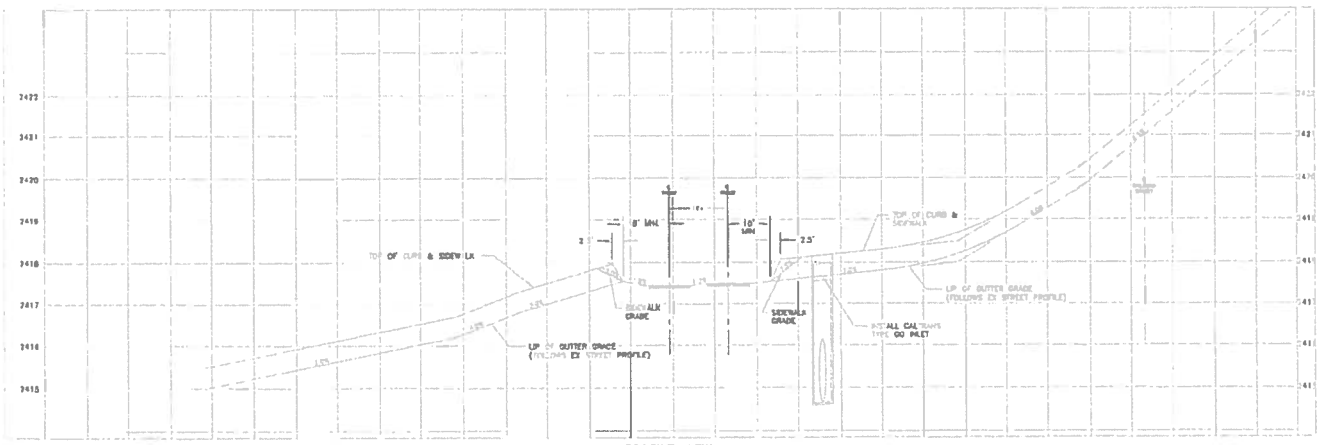
Cover Sheet for the Railroad Location Print

EXHIBIT A-1

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the Detailed Prints


DETAIL "B"
SCALE: NTS
UPRR ROW
NEW STD 8 FLASHING SIGNAL ASSEMBLY (WORK BY UPRR)
CONST SWK RAMPED w/ TACTILE WARNING TO BE FLUSH WITH RR PAVEMENT
EX FLASHING SIGNALS & CROSSING ARM TO BE REMOVED (WORK BY UPRR)
CONST DRAIN INLET
SEE DETAIL "B"
CONST SWK RAMPED w/ TACTILE WARNING TO BE FLUSH WITH RR PAVEMENT
CONST NEW SWK
EX SWK
EX VERT CURB
12' WHITE STRIPED CONCRETE CROSSING PADS NOT TO BE STRIPED
18" CUR TO RAIL
EX ROADWAY PAVEMENT
CONST SEAT WALL & BARRIER FENCE (CLEARANCE TO SIGNAL TO BE PER UPRR)
CONST CALTRANS TYPE CO INLET
NEW STD 8 FLASHING SIGNAL & CROSSING ARM (WORK BY UPRR)
CONST NEW CAG WITH EXPANDED DECORATIVE SWK TO NARROW ROAD
EX CURB, GUTTER & SWK
6" HIGH CURBED MEDIAN
INSTALL NEW 18" STORM PIPE TO CONNECT NEW INLETS ON NORTH SIDE
EX TRACKS & 18" CONC CROSSING PADS TO REMAIN UNDISTURBED
GRASS VALLEY
STREET
RAILROAD STREET
EX ROLLED CURB GUTTER & SWK
CONST NEW CAG w/ EXPANDED DECORATIVE SWK TO NARROW ROAD
12' WHITE STRIPED CONCRETE CROSSING PADS NOT TO BE STRIPED
EX DRAIN INLET
EX VERT CURB
EX SWK
EX STREET LIGHT
CONST SEAT WALL & BARRIER FENCE (CLEARANCE TO SIGNAL TO BE PER UPRR)
SEE DETAIL "A"
CONST SWK RAMPED w/ TACTILE WARNING TO BE FLUSH WITH RAILROAD PAVEMENT
NEW STD 8 FLASHING SIGNAL ASSEMBLY (WORK BY UPRR)
NEW TACTILE WARNING TO BE FLUSH WITH RAILROAD PLATFORM
EX FLASHING SIGNALS & CROSSING ARM TO BE REMOVED (WORK BY UPRR)
DETAIL "A"
SCALE: NTS
PLAN VIEW
SCALE: 1"=10'
NOTE: ALL WORK NOT LABELED TO BE PERFORMED BY UPRR SHALL BE CONSTRUCTED BY CITY'S CONTRACTOR
DESIGNED BY
DRAWN BY
CHECKED BY
REV.
DATE
DESCRIPTION
BY
APP'D
PENNOYER TELLO PARTNERS
PEDESTRIAN IMPROVEMENTS AT UPRR GRADE CROSSING
CITY OF GRASS VALLEY
PLACER COUNTY, CA
ROAD NAME: GRASS VALLEY RD
RAILROAD NAME: UPRR
RAILROAD WAY PROJ. 141181
RAILROAD SUPERVISOR: ROSEVILLE SUB
SCALE
HORIZ: 1"=10'
VERT: 1"=1'
SHEET
FILE:
DATE: 12-DEC-2012
JOB NO.
1 OF 2



PROFILE VIEW
SCALE: HORIZ. = 1"=10'
VERT. = 1"=5'

DESIGNED BY	NU				
DRAWN BY	MJK				
CHECKED BY	MJK	REV.	DATE	DESCRIPTION	BY / APP'D

PLACER COUNTY DEPARTMENTS

PEDESTRIAN IMPROVEMENTS AT UPRR GRADE CROSSING

CITY OF ROSLIN — PLACER COUNTY, CA

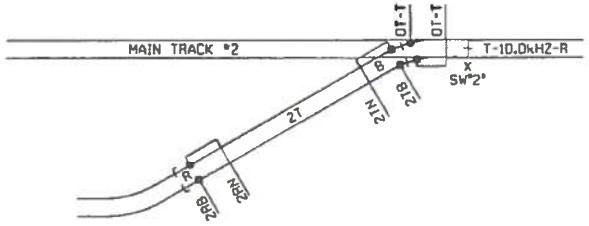
ROAD NAME: GRASS VALLEY RD
RAILROAD MILE POST: 161.99

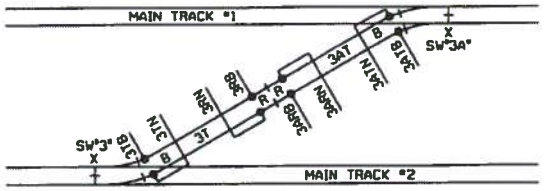
RAILROAD SUBDIVISION: ROSEVILLE SUB
BOF/PS31154

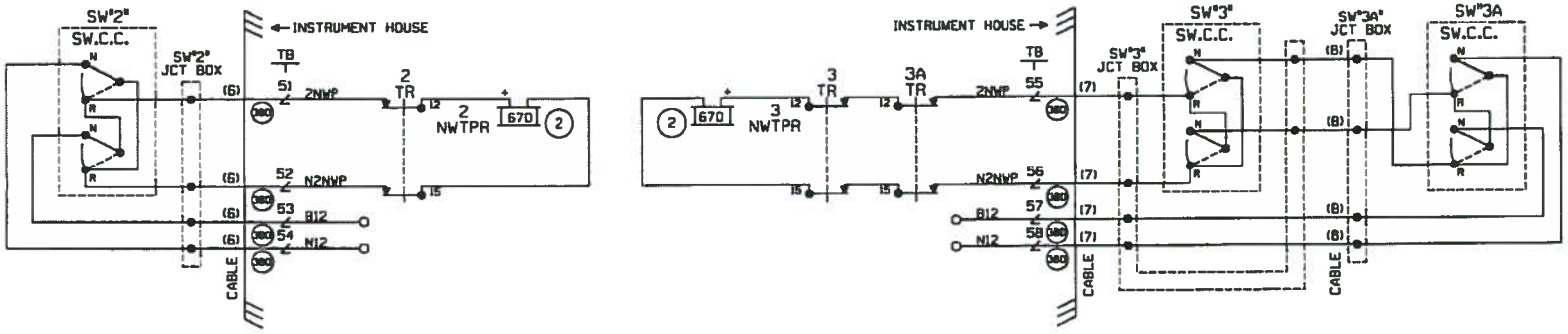
SCALE
HORIZ. 1"=10'
VERT. 1"=5'

FILE:
DATE: 13-DEC-2011
JOB NO.

SHEET 2 OF 2







W(S) ←——○——→ E(N)

CABLE TABULATION

CABLE #6 7C #14 U.G.B.T. HOUSE TO SW#2 JCT BOX
CABLE #7 7C #14 U.G.B.T. HOUSE TO SW#3 JCT BOX
CABLE #8 7C #14 U.G.B.T. SW#3 JCT BOX TO SW#3A JCT BOX

NEW SHEET

Revised 2/6/13 INSTALL NEW GATES, FLS & GCP 4000 IN A NEW BUNGALOW FOR THE REDESIGN OF THE XING @ GRASS VALLEY HWY, M.P. 141.91. WP: 15680 WIT/JTB	MODIFICATION LEVEL		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Dates 2/6/13	UNION PACIFIC RAILROAD
	G.A. LAST LEVEL CHECKED	DU		Dsgn WIT	COLFAX, CALIFORNIA
	LAST LEVEL MOD THIS TYPICAL	DU		Chkd JPW	GRASS VALLEY HIGHWAY
	LAST LEVEL BY DESIGNER	DU		AFE: 15680	ROSEVILLE SUBDIVISION
	CHANGED FROM TYPICAL?	Y			Offices of Sr. VP Engineering - Signal/TCD Omaha, Nebraska

Sh:	1A
DOT	753151U
MP:	141.91
ID:	A14191.1AX

EXHIBIT B

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY AT GRADE CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The City shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the City shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the City for the purpose of conveying electric power or communications incidental to the City's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the City to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Crossing Area, the City shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Crossing Area.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The City shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the City at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Crossing Area with all kinds of equipment.

E. So far as it lawfully may do so, the City will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the City will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2. CONSTRUCTION OF ROADWAY

A. The City, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the City, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the City shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the City upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the City shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the City. The City hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

SECTION 3. INJURY AND DAMAGE TO PROPERTY

If the City, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the City is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the City at the City's own expense, or by the Railroad at the expense of the City, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the City of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the City shall reimburse the Railroad for the amount of the contract.

SECTION 5. MAINTENANCE AND REPAIRS

A. The City shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Crossing Area and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the City elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Crossing Area, replaced with paving or some surfacing material other than timer planking, the Railroad, at the City's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Crossing Area, the City shall bear the expense of such repairs or replacement.

SECTION 6. CHANGES IN GRADE

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Crossing Area, the City shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

SECTION 7. REARRANGEMENT OF WARNING DEVICES

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the City that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the City shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the City shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by City**. If the City's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the City shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the City, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the City's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of City's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

i. If the City's employees need to enter Railroad's property as provided in Paragraph B above, the City agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by City in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform City whether a flagman need be present and whether City needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill City for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, City agrees that City is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

ii. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, City shall pay on the basis of the new rates and charges.

iii. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though City may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, City must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, City will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The City shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The City shall use only such methods as are consistent with safety, both as concerns the City, the City's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The City (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the City to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the City shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The City further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The City shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The City, at its own expense, shall adequately police and supervise all work to be performed by the City, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the City for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the City with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the City will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the City's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the City is being or is about to be done or prosecuted without due regard and precaution for safety and security, the City shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The City shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the City at the City's own expense or by the Railroad at the expense of the City. The City shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The City shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The City shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The City shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The City, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the City in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The City, at the City's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The City, at the City's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the City, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The City shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the City shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption

and loss of revenue and profits. City shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the City. If it is, City will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 9. INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the City, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the City shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

SECTION 10. OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 11. BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of City for a period of three (3) years following the date of Railroad's last billing sent to City.

SECTION 12. REMEDIES FOR BREACH OR NONUSE

A. If the City shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the City will reimburse the Railroad for the expenses thereof.

B. Nonuse by the City of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the City hereunder.

C. The City will surrender peaceable possession of the Crossing Area and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 13. MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the City and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the City shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the City and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the
Railroad's Material & Force Account Estimate

DATE: 2013-05-03

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2013 11 01

DESCRIPTION OF WORK:
INSTALL AUTOMATIC FLASHING LIGHT CROSSING SIGNALS
WITH GATES AT COLFAX, CA GRASS VALLEY HWY
M.P. 141.91 ON THE ROSEVILLE SUB DOT#753151U
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:
SIGNAL - CITY - 100%
ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND
OVERHEAD CONSTRUCTION COSTS - SIGNAL 176.51%

PID: 79437 AWO: 15680 MP,SUBDIV: 141.91, ROSEVILLE
SERVICE UNIT: 19 CITY: COLFAX STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			7004		7004		7004
LABOR ADDITIVE 176.51%			20812		20812		20812
SIG-HWY XNG			4821		4821		4821
TOTAL ENGINEERING			32637		32637		32637
SIGNAL WORK							
BILL PREP			900		900		900
CANT FOUNDATION REMOVAL				5000	5000		5000
CONTRACT				2232	2232		2232
LABOR ADDITIVE 176.51%			54377		54377		54377
MATL STORE EXPENSE				14	14		14
PERSONAL EXPENSES				13875	13875		13875
ROCK/GRAVEL/FILL				2750	2750		2750
SALES TAX				893	893		893
SIDEWALK REPAIR				2500	2500		2500
SIGNAL			29907	22325	52232		52232
TRANSP/IB/OB/RCLW CONTR				2181	2181		2181
ENVIRONMENTAL -PERMITS				1	1		1
TOTAL SIGNAL			85184	51771	136955		136955
LABOR/MATERIAL EXPENSE			117821	51771			
RECOLLECTIBLE/UPRR EXPENSE					169592	0	
ESTIMATED PROJECT COST							169592

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT D

To Public Highway At-Grade Crossing Agreement

Cover Sheet for the Contractor's Right of Entry Agreement

Folder No.: 2808-28

UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2013, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____ (*Name of Contractor*)

a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by the City of Colfax ("City") to perform work relating to the improvement of the existing at-grade public road crossing over Grass Valley Road, (DOT No. 753151U), which includes the narrowing of the existing Grass Valley Roadway and the removal of cantilever and flashing lights with a gate in the SE quad; the installation of new flashing lights with a gate in the proper location to comply with MUTCD; and the installation of a ped and flashers in off quadrants (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 141.91 on the Railroad's Roseville Subdivision, (DOT No. 753151U), in or near Colfax, Placer County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Prints marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the City of Colfax. *(Date of Contract)*

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

Folder No.: 2808-28
UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2013, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____ (*Name of Contractor*)

a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by the City of Colfax ("City") to perform work relating to the improvement of the existing at-grade public road crossing over Grass Valley Road, (DOT No. 753151U), which includes the narrowing of the existing Grass Valley Roadway and the removal of cantilever and flashing lights with a gate in the SE quad; the installation of new flashing lights with a gate in the proper location to comply with MUTCD; and the installation of a ped and flashers in off quadrants (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 141.91 on the Railroad's Roseville Subdivision, (DOT No. 753151U), in or near Colfax, Placer County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Prints marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated _____ between the Railroad and the City of Colfax. *(Date of Contract)*

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

MICHAEL UPTON MGR TRACK MNTCE 1 SOUTH PYRAMID WAY SPARKS, NV 89431 (559) 240-3734	GARRET R. BROOKS MGR SIGNAL MNTCE 401 RAILROAD ST. COLFAX, CA 95713 (916) 628-1046

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein
(Expiration Date)
provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2808-28

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable

Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By:_____

Contracts

(Name of Contractor)

By_____

Printed Name:_____

Title:_____

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work , even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

xhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

S on 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

A. **COMMERCIAL GENERAL LIABILITY INSURANCE**. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **BUSINESS AUTOMOBILE COVERAGE INSURANCE**. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. **RAILROAD PROTECTIVE LIABILITY INSURANCE**. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. **UMBRELLA OR EXCESS INSURANCE**. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

OTHER REQUIREMENTS

G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

i. Waist-length shirts with sleeves.
ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers
- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
v. Before stepping over or crossing tracks, look in both directions first.
vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

10C

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager

PREPARED BY: Alan Mitchell, City Engineer

DATE: November 4, 2013

SUBJECT: Discuss and Consider Adopting Resolution No. 50-2013: A Resolution of the City Council of the City of Colfax Approving and Authorizing the Interim City Manager to Execute Consultant Services Agreements between the City of Colfax and Andregg Geomatics and the City of Colfax and Clear Path Land Evolvement for On-Call Map Checking Services

X	N/A		FUNDED		UN-FUNDED	AMOUNT: $	FROM FUND:

RECOMMENDED ACTION: Adopt Resolution No. 50-2013

ISSUE STATEMENT AND DISCUSSION:

On September 19, 2013, the City Engineer issued a Request for Qualifications (RFQ) to qualified Land Surveyors located in Placer County, for on-call map checking services, with the intent to enter into a two year on-call contract with two firms or individuals for map-checking services for private development. The services will include examination of Final/Parcel Maps, to determine conformance with the requirements of the Subdivision Map Act and any applicable local ordinance(s) prior to City approval and filing with the County Recorder.

Commercial and residential development appears to be coming back, and developers and land owners may be filing maps for division of land. The City has received two Parcel Maps (Maidu Village and Colfax Pines) within the last several months, so it's imperative the City have a licensed Land Surveyor (LS) under contract to review the maps. Per the Map Act, the City Engineer is not permitted to provide such a service. The City Engineer recommends two firms be retained, because of the potential conflict for one local firm that may be the LS or Engineer of Record that prepares and files the Map for review.

On September 19, 2013, the City Engineer issued a Request for Qualifications (RFQ), for on-call map-checking services. The City received five responses to the RFQ – Clear Path, Andregg, GHH, Burrell, and G&K. The qualifications were reviewed by staff and the City Engineer, using the following criteria: Staff/Firm Qualifications, Pertinent Experience, Fee Schedule, and Location of Firm. Based on the review,

the panel concurred that Clear Path and Andregg were the most qualified. They both have qualified staff, and they provide similar services to other public agencies.

Staff recommends approval of Resolution No. 50-2013, to authorize the Interim City Manager to execute on-call contracts with both Andregg and Clear Path, for a period of two-years from execution, with the ability for extension of the contracts for one more two-year period. The services will alternate between the two firms and work orders will be issued specific to each map.

FINANCIAL AND/OR POLICY IMPLICATIONS

No impact to the general fund. The costs associated with the Contracts will be funded with project-specific funds, from plan check fees adopted by the City.

SUPPORTING DOCUMENTS

Resolution No. 50-2013
Agreement

COMMITTEE RECOMMENDATION

This report was not discussed by any committee.

CITY OF COLFAX

RESOLUTION NO. 50-2013

A Resolution of the City Council of the City of Colfax Approving and Authorizing the Interim City Manager to Execute Consultant Services Agreements between the City of Colfax and Andregg Geomatics and the City of Colfax and Clear Path Land Evolvement for On-Call Map Checking Services

1. The City needs the services of a License Land Surveyor for checking Parcel Maps and Final Maps in accordance with the Subdivision Map Act; and

2. The City Engineer issued a Request for Qualifications (RFQ) to qualified Land Surveyors located in Placer County, for on-call map checking services; and,

3. Five Firms responded to the solicitation with Statements of Qualifications (SOQ); and

4. A selection panel independently reviewed the SOQ's and scored them against criteria, and ranked Andregg Geomatics and Clear Path Land Evolvement as the top two Firms.

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

1. The foregoing recitals are true and correct statements of fact and are incorporated by reference into this resolution.

2. The City Manager is authorized to execute on behalf and in the name of the City of Colfax an Agreement for Consultant Services, for on-call map checking services, with Andregg Geomatics and Clear Path Land Evolvement.

3. The City Manager is authorized to appropriate and encumber sufficient funds to pay for the services provided for in said agreements.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 13th day of November, 2013 the following roll call vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Donna L. Barkle, Mayor

ATTEST:

_____
Karen Pierce, City Clerk

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this _____ day of _____, 2013 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Andregg Geomatics ("Consultant".)

RECITALS

A. The City desires to retain Consultant to provide on-call Map Checking Services for various City development projects ("Services"), subject to terms and conditions of this Agreement.

B. The Consultant provided a Statement of Qualifications (SOQ) for such Services, which is attached hereto and incorporated herein.

C. Consultant shall provide said Services for a period of two-years from the date of execution of this Agreement, with an option to re-new the Agreement, upon mutual consent of both parties, for an additional two year term.

D. 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.

Upon request of the City, the Consultant shall examine Final Maps and Parcel Maps for projects located within the City. The examination will be to determine conformance with the requirements of the currently adopted State Subdivision Map Act and any applicable ordinance(s) prior to filing with the County Recorder. Consultant shall not perform any work outside this scope of the Services without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services will be determined with each assigned Map. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. 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 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, based on attached SOQ (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 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.

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, 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 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 active 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: Andregg Geomatics
11661 Blocker Drive, Suite 200
Auburn, CA 95603

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 Gabe Armstrong	Printed Name_____
Title Interim City Manager	Title_____
Date_____	Date_____

APPROVED AS TO FORM:

_____
City Attorney

Alan Mitchell, P.E.
City of Colfax, City Engineer
33 S. Main Street
PO Box 702
Colfax, CA 95713

Reference: RFQ, On-Call Map Checking Services

Dear Mr. Mitchell,

Thank you for the opportunity to present our qualifications to provide surveying and map checking services for the City of Colfax. We have reviewed the Request for Qualifications and present to you our current and historical experience with similar projects. Our experience and commitment to meeting the needs required for this contract would be of benefit to the City.

ANDREGG GEOMATICS is a professional service corporation with over 67 years of practical experience. Our team of employees possesses experience throughout the Western United States. We employee eight (8) Professional Land Surveyors and four (4) Land Surveyors-in-Training to serve our clients. In addition, we have an in-house team of AutoCAD personnel and field-surveying crews. ANDREGG'S local history, experience and depth of personnel are the resources we will use to meet your project needs.

For this project work will be performed in our Auburn office. Your primary contact will be myself and under my direction, John (Bud) Rietjens, PLS, Project Surveyor. My role in the project will be to assure the project deliverables meet ANDREGG'S QA / QC standards.

Our insurance meets the requirements as outlined in your attachment. We have one edit to the terms of the sample contract provided and will be able to execute the contract if the edit is approved by the City.

We are excited about the opportunity of providing our services and look forward to discussing our approach further. If you would like additional information concerning our approach or assigned personnel please give me a call at your earliest convenience.

Respectfully Submitted,
ANDREGG GEOMATICS

Ben Bardakjian, PLS
Sr. Project Manager
Phone: 530.885.7072
Fax: 530.885.5798
Cell: 530-392.5603
E-mail:benb@andregg.com

Local Agencies:

- Placer County – Eastern On-Call Contract 2007 – 2013
- Placer County – Western On-Call Contract 2007 – 2013
- Yolo County 2008 - 2013
- Placer County Redevelopment Agency (6 Years)
- Placer County Water Agency (28 Years)
- South Lake Tahoe PUD (15 Years)
- Truckee Meadows Water Authority (2 Years)
- Town of Truckee (2 Years)
- Truckee Donner PUD (3 Years)
- Washoe County Public Works (2 Years)
- Nevada Irrigation District (15 Years)
- El Dorado County DOT (3 Years)
- Sacramento Suburban Utility District (21 Years)
- City of Auburn (25 Years)
- City of Vacaville (8 Years)
- City of Rocklin (9 Years)
- City of Loomis (12 Years)
- City of Lincoln (10 Years)
- City of South Lake Tahoe PUD (2 Years)
- San Juan Water District (22 Years)
- Pacific Gas & Electric (34 Years)
- City of Live Oaks City of Dixon
- Vallejo Sanitation & Flood Control District

State:

- Department of Water Resources (15 Years)
- DWR – Flood Management (2 Years)

Federal:

- Army Corps. Of Engineers (12 Years)
- US Bureau of Reclamation (10 Years)
- US Dept. of Agriculture Humbolt-Toiyabe National Forest (4 Years)

Ben Bardakjian, PLS
Sr. Project Manager

EDUCATION **YEARS AT ANDREGG:** 10
BS/2001/Geomatics Engineering/California State University, Fresno

PROFESSIONAL REGISTRATIONS
Professional Land Surveyor/CA/8373/2007

EXPERIENCE
Mr. Bardakjian is a Sr. Project Manager with more than ten years of experience in both field and office operations. He obtained his LSIT status in 1999 and became a PLS in 2007. Ben earned a B.S. in Geomatics Engineering from the California State University, Fresno in 2001. His experience includes performing topographic, boundary, control, construction, GPS and hydrographic surveys on transportation, land development and water resource projects for both public and private sector clients.

Placer County Public Works On-Call Surveying Services
Sr. Project Manager for the Placer County – Western On-Call contract that includes managing project surveyors, coordination of field and office support, interaction with related agencies and proactive approach with Placer County design consultants. This on-call contract includes as many as 20 to 30 specific projects per year. These projects require topographic surveying, legal descriptions and right-of-way surveying work for a variety of projects including transportation and facilities related sites.

Placer County Water Agency (PCWA) On-Call Surveying Services
Sr. Project Manager of task orders including coordination of field and office support, interaction with related agencies and proactive approach with PCWA design consultants. This on-call contract includes as many as 15 to 20 specific projects per year. These projects require survey work tied to the geodic control network.

El Dorado Irrigation District On-Call Surveying Services
Sr. Project Manager for the On-Call contract which includes managing project surveyors, developing budgets, coordination of field and office support, interaction with related agencies and proactive approach with EID design consultants. These projects require topographic surveying, legal descriptions and right-of-way surveying work for a variety of projects including pipelines and facilities related sites.

City of Auburn On-Call Surveying Services
Sr. Project Manager providing technical review of parcel maps, subdivisions, boundary line adjustments and easement documents submitted to the agency. Additional services include reviewing existing title reports, deeds and maps and design drawings to ascertain appropriate ownership, dedications, existing and proposed easements and details. Coordinate technical issues with the submitting surveyor and work with City staff on meeting the conditions of approval directly related to the review of the map.

Yolo County On-Call Surveying Services
Sr. Project Manager for on-call surveying for various road and bridge projects. Services include topographic surveys for design; boundary surveys and research for right of way identification and acquisition; quality assurance and quantity calculation surveys for construction; control surveys for design or construction; boundary surveys for townships; preparing of record of surveys; and other surveys associated with operation, maintenance, and improvement of the Yolo County road and bridge network. Additionally, periodic volume calculations for pay estimates for construction contracts are needed. Services include control stakes, grade stakes, cross section surveys for volume calculations and property line surveying and staking.

John (Bud) Rietjens, PLS
Project Surveyor

YEARS AT ANDREGG: 10

EDUCATION
1974-1980/California State University, Sacramento

PROFESSIONAL QUALIFICATIONS

Professional Land Surveyor/CA/4323/1976

EXPERIENCE
Mr. Rietjens PLS has over 35 years of experience providing land surveying services. In addition, Bud worked for Placer County as the Deputy Surveyor for 20 years and the County Surveyor for 5 years until 2003. Mr. Rietjens has extensive experience providing Map Checking and Legal Document Verifications. As Project Surveyor, Mr. Rietjens is responsible for verification of conditions of approval as well as the review of all parcel maps, subdivision maps, records of survey, lot line adjustments and certificates of compliance. Map Checking and verification includes review of survey documentation, lot and boundary closure calculations, dedications and easement provisions, legal descriptions and completeness and accuracy of data notations, review of submittal completeness and document submittal deficiencies, coordination with surveyors and advise the agency as necessary. Mr. Rietjens continues to provide a valuable service by through his responsive service to the public, County departments and outside agencies. Bud's experience with public works, map checking and document verification has been a tremendous asset to our team and clients.

Placer County Final Map Checking Services, Placer County, CA
Project Surveyor for map checking services related to development projects within Placer County unincorporated areas. Mapping checking services include review of survey procedures, mathematical closure, and compliance with the Subdivision Map Act, the Land Surveyor's Act, and the approved Tentative Map, the approved Conditions of Approval, and current Title Report. Mr. Rietjens has worked on numerous county task orders including Trailside Townhomes, Northstar Highlands Resort, and other smaller subdivisions and condo related projects.

Town of Truckee, Town Surveyor, Truckee, CA
Project Surveyor for map checking services related to development projects within the Town of Truckee. Mapping checking services include review of survey procedures, mathematical closure, and compliance with the Subdivision Map Act, the Land Surveyor's Act, and the approved Tentative Map, the approved Conditions of Approval, and current Title Report. Mr. Rietjens has worked on numerous county task orders including Ponderosa Subdivision Map, Pine Forest Phase II, Greens at Ponderosa, Cambridge Estates Phase V, Mt. Rose Vista Condo's, Norz Adlerhaus Chalets, Creekside Woods Phase I, Riverview Condo's Phases II and III, Truckee Airport Business Park, Old Greenwood Phases I, II, 3A, Tahoe Donner Golf Course, the Boulders Condominiums Phase I, IIH, Northwoods Condo's Phases II, III, IV, Grey's Crossing, Winter Creek Subdivision, St. Charles Place, Coyote Run Subdivision, Boca Sierra Subdivision, Palisades Condo's, Truckee Paradise Condo's and Alder Creek Condo's.

City of Auburn Map Checking Services, Auburn, CA
Project Surveyor for map checking services related to development projects within the incorporated area of the City of Auburn. Mapping checking services include review of survey procedures, mathematical closure, and compliance with the Subdivision Map Act, the Land Surveyor's Act, and the approved Tentative Map, the approved Conditions of Approval, and current Title report. Mr. Rietjens has worked on numerous county task orders including Ashcroft Subdivision II, Grayhorse Subdivision, Anderson Parcel Map, Creekside Woods, Phase 1, Bettencourt Parcel Map, Elm Avenue Roadway Descriptions, Marcella's Subdivision, Cobblestone Homes, The Meadows Subdivision and Canyon Ridge Final Map.

City of Lincoln Map Checking Services, Lincoln, CA
Project Surveyor for map checking services related to development projects within the City of Lincoln. Mapping checking services include review of survey procedures, mathematical closure, and compliance with the Subdivision Map Act, the Land Surveyor's Act, and the approved Tentative Map, the approved Conditions of Approval, and current Title Report. Mr. Rietjens has worked on numerous county task orders including Sterling Pointe, Lakeside Center, Lincoln Gateway Foskett Ranch Village 1A, Lincoln Sterling Point Shopping Center, Lincoln Crossing Phase 2, Sun City Lincoln Hills Village, Foskett Ranch Village 1A, Aitken, Sorrento Village, Education Foundation at Twelve Bridges, Lincoln Crossing Marketplace and Verdera Village.

City of South Lake Tahoe, City Surveyor, South Lake Tahoe, CA
Project Surveyor for map checking services related to development projects within the City of South Lake Tahoe. Mapping checking services include review of survey procedures, mathematical closure, and compliance with the Subdivision Map Act, the Land Surveyor's Act, and the approved Tentative Map, the approved Conditions of Approval, and current Title Report. Mr. Rietjens has worked on numerous county task orders including, Chateau at Heavenly Village, Fernwood Village, Sage Parcel Map, Attagirl Lot Line Adjustment, Swanson / Peterson Lot Line Adjustment, Gondola Vista Estates, Tamarack Meadows Townhomes, Tahoe Verde Mobile Home Park.

ANDREGG GEOMATICS

We take your position precisely.

STANDARD HOURLY RATES - A RATE
EFFECTIVE OCTOBER 1, 2012

Surveying Services

Principal in Charge	185.00
Planning Manager	165.00
Project Manager	155.00
Sr. Project Surveyor	145.00
GIS / Remote Sensing Analyst	125.00
Project Surveyor	120.00
Survey Technician	100.00
CAD Technician	95.00
Technician	80.00
Clerical / Word Processing	65.00
1-Person Crew	150.00
2-Person Crew	245.00
3-Person Crew	320.00
1-Person RTK Crew	180.00
2-Person High Definition Scanning Crew	365.00

Note: ANDREGG GEOMATICS is signatory to Operating Engineers Local Union No. 3, and therefore, all field personnel are paid prevailing wages.

Auburn | Sacramento | Fairfield | Oakland | Los Angeles | Truckee

Corporate
11661 Blocker Drive, Suite 200, Auburn, CA 95603 | 800.400.7072 | 530.885.5798 Fax

State of California Small Business Enterprise # 1024238 United States Federal Certified Small Business # P0135335

www.andregg.com

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this _____ day of _____, 2013 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Clear Path Land Evolvement ("Consultant".)

RECITALS

A. The City desires to retain Consultant to provide on-call Map Checking Services for various City development projects ("Services"), subject to terms and conditions of this Agreement.

B. The Consultant provided a Statement of Qualifications (SOQ) for such Services, which is attached hereto and incorporated herein.

C. Consultant shall provide said Services for a period of two-years from the date of execution of this Agreement, with an option to re-new the Agreement, upon mutual consent of both parties, for an additional two year term.

D. 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.

Upon request of the City, the Consultant shall examine Final Maps and Parcel Maps for projects located within the City. The examination will be to determine conformance with the requirements of the currently adopted State Subdivision Map Act and any applicable ordinance(s) prior to filing with the County Recorder. Consultant shall not perform any work outside this scope of the Services without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services will be determined with each assigned Map. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. 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 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, based on attached SOQ (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 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.

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, 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 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 active 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:	Clear Path Land Evolvement 500 Auburn Folsom Road, Suite 100 Auburn, CA 95603

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 Gabe Armstrong	Printed Name Christine Johnson
Title Interim City Manager	Title President
Date_____	Date_____

APPROVED AS TO FORM:

_____
City Attorney

CLEAR PATH
LAND EVOLVEMENT

Mr. Alan Mitchell, P.E.
Ponticello Enterprises
City Engineer, City of Colfax

September 27, 2013

Re: City of Colfax RFQ for on-call map checking services

Alan;

Clear Path is pleased to provide you with our qualifications for the City of Colfax on-call map checking services requested on September 19, 2013. Christine Johnson PLS is particularly experienced in providing map checking services to many public agencies in Placer and neighboring counties. As an active Land Surveyor who has processed hundreds of record maps and documents with Placer County over the last twenty-five years, she is up to date and knowledgeable about the requirements of the Subdivision Map Act and Placer County Ordinances and procedures.

We discount our fees for services provided to Agencies and Municipalities by half in order to provide relief from budget constraints. Our current Professional Land Surveyor consulting rate for Agencies and Municipalities is $75.00 per hour.

Our insurance coverage meets the City of Colfax insurance requirements.

Please contact:
Christine Johnson PLS
500 Auburn Folsom Road, Suite 100
Auburn, CA 95603
530-887-1410
christine@clear-path.net.

Thank you for this opportunity to serve the City of Colfax.

Clear Path Land Evolvement, Inc.

CM Johnson

Christine Johnson PLS
President

Proposals/City of Colfax RFQ 9-2013/cover letter.doc

CLEAR PATH
LAND EVOLVEMENT

Statement of Qualifications

Overview
Clear Path Land Evolvement Inc. provides professional land surveying, consulting and project management services for all land and land use projects. The term *Land Evolvement* reflects our integrative approach to assisting clients with processes and solutions for all of their land projects. Our goal is to provide clients with focused, effective and cost-efficient services coupled with real time reporting.

Ownership and Structure
Clear Path Land Evolvement was formed in 2006 and incorporated in 2008. Christine Johnson PLS is the sole stock owner and President.

History
Christine Johnson launched Clear Path Land Evolvement, Inc. in 2006 after spending over twenty-eight years working with two of the most prestigious firms in Northern California: Morton & Pitalo Engineering and Andregg Geomatics. Her desire to provide quality land surveying and consulting services to selected clients for thoughtful land development and conservation led to the creation of Clear Path Land Evolvement.

Location
Our home office is located in the Sierra foothills, in Auburn, Placer County, California. Willow Fierro, our associate and lead Project Surveyor, is located in Truckee, Nevada County, California.

Services
- Land surveying with emphasis on boundary resolution
- Acquisition of aerial photography and mapping
- Existing and proposed project review
- Project management and processing
- Title and boundary research
- Preparation of legal documents: descriptions and easements
- Project planning
- Entitlements
- Advocacy
- Expert witness

Awards
Christine Johnson is a 2005 recipient of the Sacramento Business Journal's "Women Who Mean Business" award.

Qualifications
Clear Path is led by acknowledged boundary expert Christine Johnson, California Professional Land Surveyor #6596. She is assisted by Project Surveyor Willow Fierro MS, LSIT.

Clients
Clear Path Land Evolvement currently provides professional consulting and land surveying services to the City of Auburn, the Truckee Donner Public Utility District, the State of California, the Auburn Union Elementary School District, local attorneys, engineering companies, developers and private parties.

Certifications
Clear Path Land Evolvement Inc. is certified as a UDBE/DBE, SWBE, SBE and WBE.

Professional Associations
Christine Johnson PLS is a member of the California Land Surveyor Association.

CLEAR PATH
LAND EVOLVEMENT

Map Checking Experience

Current and past clients served by Clear Path Land Evolvement, Inc. for map checking and review services

City of Auburn – on-going
Retained by contract since 2006 for technical review of all land development projects submitted to the City of Auburn, including Parcel and Subdivision maps, minor boundary line adjustments and easements. Christine Johnson is on call for technical assistance and process questions from City staff as needed.

Town of Truckee
Christine Johnson managed the contract and services with the Town of Truckee for all map checking services during 2000-2006.

City of Lincoln
Christine Johnson managed the contract and services with the City of Lincoln for all map checking services during 2002-2005.

State of California
Currently under contract to provide technical review for cases submitted to the State Board and CalTrans. Services provided from 2006 to present.

Tulare County
Specific map checking services for Kings River Records of Survey during 2008.

Christine M. Johnson, PLS

President, Clear Path Land Evolvement Inc.

California Licensed Land Surveyor #6596

Experience:

Ms. Johnson's thirty year career experience includes business owner, President, Principal and Senior Project Management positions. Her focus is complex development and transportation projects, expert witness testimony, ALTA/ACSM surveys, and land conservation projects together with consultation to and coordination with public agencies. She currently provides professional consulting and surveying services to the City of Auburn, the Truckee Donner Public Utility District, the State of California, the Auburn Union Elementary School District, select engineering and development companies, non-profit institutions and private clients. She serves as vice chair on the Board of Directors for the Placer County Resource Conservation District, is a member of the Auburn Elementary School District "7-11" committee and Soroptimist International of Historic Auburn.

Christine was a 2005 recipient of the Sacramento Business Journal's "Women Who Mean Business" award and has been featured in interviews published in the Gold Country Media / Auburn Journal and the Sacramento Business Journal.

Selected Major Projects

City of Woodland's 'Safe Routes to School" (2013): Provided topographic surveying services for five sites located in urban / residential areas within the City. Sites included major intersections, school frontages and adjacent streets. Project tied to City control datum and delivered to engineers for design.

Colfax I&I Mitigation Project (2012): Surveying and topographic mapping services for the sewer system upgrade throughout the City of Colfax. Performed boundary surveys throughout the nine improvement areas, provided digital terrain modeling and land net overlay to engineers for design.

Kings Beach Commercial Core Project (2010-2011): Provided surveying, boundary and topographic mapping services for the redevelopment of and improvements to Highway 28 and the commercial core of Kings Beach, CA.

Professional Associations

- CLSA - California Land Surveyor's Association

Certifications

- Woman Owned Business (WBE) – CPUC
- Small Business Enterprise (SBE) – California Dept. of General Services
- State Woman Business Enterprise (SWBE) - CalTrans

10D

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 13, 2013 COUNCIL MEETING

FROM: Gabe Armstrong, Interim City Manager
Alfred A. "Mick" Cabral, City Attorney
PREPARED: August 21, 2013

SUBJECT: Conduct Discussion about Adopting City Council Policies and Procedures

RECOMMENDED ACTION: Conduct discussion, which will focus on Sections 5-7 of the draft rules, and direct staff

ISSUE STATEMENT AND DISCUSSION:

California cities are classified as general law cities or as charter cities. Colfax is a general law city organized as authorized by Government Code §34102. General law cities are subject to all constraints imposed by the general law of California.

Government Code §36813 allows the Council to establish rules for the conduct of its proceedings. The same statute permits the Council to punish a member of the Council or any other person for disorderly behavior at a meeting.

The law imposes few restrictions on the actual rules the Council can adopt for the conduct of its proceedings. The restrictions that exist are fairly obvious. For example, Government Code §54954 requires the Council to hold at least one regular meeting per month. The Council cannot adopt rules of procedure that allow for less than one regular meeting per month. The Brown Act governs the process for noticing and conducting meetings. The Council cannot adopt rules of procedure that modify the Brown Act's requirements. There are many similar examples. The relevant point is that the Council has considerable discretion to adopt local rules and is restrained only by the general statutory and case law applicable to the subject matter it proposes to locally regulate.

The rules of procedure submitted for consideration represent the first draft. Staff anticipates that every member of the Council, the City Attorney, staff and the public will suggest modifications and improvements to this initial draft. Therefore, this draft has been submitted for review and comment. The rules will be submitted for approval once all comments have been received and considered and Council is satisfied that they are appropriate adoption and implementation in Colfax.

FINANCIAL AND/OR POLICY IMPLICATIONS

Rules of procedure constitute a significant policy statement because, once adopted, they will govern many aspects of how the Council conducts its business. The draft rules warrant careful consideration before they are adopted.

SUPPORTING DOCUMENTS

City Council Rules of Procedures (Proposed – August 14, 2013)

COMMITTEE RECOMMENDATION

This report was not discussed by any committee.

CITY COUNCIL

RULES OF PROCEDURES

Proposed – August 14, 2013

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1. Authority
2. General Rules
3. Types of Meetings
4. Chairman and Duties
5. Order of Business and Agenda
6. Ordinances, Resolutions, and Motions
7. Creation of Committees, Boards and Commissions
8. Citizen's Rights
9. Amendments
10. Rules of Conduct

1. AUTHORITY

1.1 Legal Authority

The law of the State of California in general and Government Code §36813 in particular authorize the City of Colfax City Council to establish rules for the conduct of its proceedings. The following rules shall become effective on the day that the ordinance adopting them becomes effective. They shall remain in effect until such time as they are amended or new rules adopted in the manner provided by these rules and as allowed by law.

2. GENERAL RULES

2.1 Attendance

City Councilmembers are expected to attend all scheduled meetings. If absence is unavoidable, the City Manager or Mayor shall be notified as required by Colfax Municipal Code Section 2.04.020.

2.2 Ordinances

Confined to One Subject; Exceptions: No ordinance except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code, or an ordinance adopting a code of ordinances, shall relate to more than one subject, which shall be clearly stated in its title.

2.3 Right of Floor for Council Members

Any member desiring to speak shall be recognized by the Chair of the meeting and shall confine their remarks to the subject under consideration or to be considered.

2.4 Right of Floor for Staff

The Chair will be attentive to staff's desire to provide professional advice and recommendations.

2.5 Right of Floor for Public

Members of the public wishing to comment must go to the podium to speak from the microphone at appropriately defined public comment periods during the meeting. All parties speaking shall present comments with courtesy and respect for all others attending the meeting.

1. Persons wishing to speak must announce their name and address.
2. The City Council will listen with respect and an open mind.
3. Council responses to speakers will be as follows:
    a. Short answers by Council or staff as appropriate; or
    b. Follow-up questions for clarification; or
    c. Item is directed to staff for later action/follow-up; or
    d. Item is placed on a future agenda
4. Conversation between the public and staff or the City Council will not be allowed.
5. A 3-minute time limit per speaker shall be enforced when there are numerous speakers addressing a single agenda item. The City Council (or Mayor?)Mayor, or majority of Council, shall have the right to limit the total amount of time allocated to a particular issue and for each individual speaker.

2.6 City Manager

The City Manager shall attend all meetings of the Council unless excused by the Mayor and Mayor Pro Tem. The City Manager shall designate at his/her discretion a staff representative to Subcommittees and Commission

meetings. The City Manager shall ensure the Council chambers is properly prepared by staff, including any furniture or technology that might be necessary for each meeting, and is maintained in good working order by staff.

2.7 **City Attorney**

The City Attorney shall attend all regular meetings of the Council unless excused by the Mayor and shall attend special meetings and workshops upon request. The City Attorney shall act as the Council's parliamentarian.

2.8 **City Clerk**

The City Clerk or his/her delegate shall attend all meetings of the Council unless excused by the Mayor or City Manager, and shall keep the official journal (minutes) and perform such other duties as may be requested by the Council or as otherwise specified in the Colfax Municipal Code.

2.9 **Officers and Employees**

Staff of the City shall attend Council meetings upon request of the City Manager when there is pertinent business from their departments on the Council agenda..

2.10 **Rules of Order**

"Roberts Rules of Order" are hereby adopted and shall govern the proceedings of Council meetings where they are not in conflict with state or federal law, the Colfax Municipal Code or these rules.

3. TYPES OF MEETINGS

3.1 **Regular Meeting**

The Council shall meet in the Council Chambers for regular meetings. Open session Council meetings are to commence at 7:00 p.m., or as close as reasonably possible thereto, on the second and fourth Wednesday of each month, unless otherwise specified in advance.

3.2 **Special Meetings**

Special meetings may be called by the Mayor or by a majority of the members of the Council. The Mayor or City Council shall make a finding that the issue cannot wait until the next regular meeting and/or the issue is so important and extensive that it should be discussed at a special meeting dedicated to the item. The call for a special meeting shall be filed with the City Clerk in written form and shall be delivered and posted as required by Government Code Section 54956, except that an announcement of a special meeting during any regular meeting at which all Council members are present shall be sufficient notice of such special meeting to the members of the Council. The call and notice of a special meeting shall specify the day, the hour, and the location of the special meeting and shall list the subject or subjects to be considered. No special meeting shall be held until at least twenty-four (24) hours after the call and notice is issued. Only such business may be transacted at a special meeting as may be listed in the call and notice for said meeting.

3.3. **Emergency Meetings**

An emergency meeting may be called when the Council determines that an emergency situation exists. At least one hour prior to the meeting, telephonic notice must be provided to all Council Members as well as all media outlets, which have requested that they receive notice of special meetings called pursuant to Government Code Section 54956.5. Emergency meetings may be held in closed session as permitted by law.

3.4 **Adjourned Meetings**

Any meeting of the Council may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next Regular Meeting.

3.5 **Study Sessions**

The Council may meet informally in Study Sessions open to the public at the call of the Mayor or a majority of the members of the Council. Any Study Session shall be noticed and conducted in the same manner as a special council meeting. A Study Session is for discussion only; no action can be taken by the Council at a Study Session.

3.6 **Closed Sessions**

Closed Sessions may be held in accordance with the provisions of the Brown Act and as otherwise allowed by law. Action taken on a matter in closed session must be reported out orally upon reconvening in open session as required by the Brown Act. A written summary of action taken shall be included in the minutes of the meeting at which the closed session is held.

3.7 **Adjournment of Meetings**

All City Council Meetings shall end no later than 11:00 p.m. with no new business beginning after 10:30 p.m. Agenda items which have commenced consideration before 11:00 p.m. shall be completed prior to adjournment which shall in no case extend beyond 12:00 a.m. Upon completion of that item the meeting shall be adjourned. Any agenda items not completed prior to adjournment will be continued to the next meeting agenda subject to section 3.4 above.

4. COUNCIL DUTIES, CHAIR, AND MAYORAL ROTATION

4.1 **Duties and Authority of Chair**

The Chair of City Council meetings shall be the Mayor. In the Mayor's absence, the Mayor Pro-Tem shall serve as chair for that meeting. The Chair at any meeting can be replaced by a Council member appointed by a majority of a quorum of the Council present and voting. If a majority of a quorum of the Council present and voting cannot agree on which member shall chair a meeting, then the member of the Council present and having the longest tenure on the Council shall chair the meeting.

4.1.1 **Call to Order**

The Chair shall call the meetings of the Council to order as close as reasonably possible to the hour specified in the agenda for commencement of the meeting. In the absence of both the Mayor and Mayor Pro-Tem, the senior Council Member who shall act as the temporary Chair shall call the meeting to order such that, if necessary, a new chair can be chosen immediately as described in section 4.1 above. Upon arrival of the Mayor or Mayor Pro Tem, the temporary Chair shall relinquish the chair immediately upon conclusion of the item of business being discussed when the Mayor or Mayor Pro Tem arrived.

4.1.3 **Preservation of Order**

The Mayor shall preserve order and decorum; prevent attacks on personalities or the impugning of members' motives, and confine all parties in debate to the question under discussion.

4.1.4 **Points of Order**

Point of Order may be used if rules appear to have been broken. If a Point of Order is made by any Council member, the Mayor shall make a ruling on that point of order, subject to the right of any member to request a vote of the entire City Council on the questions whether the determination of the Mayor should be sustained.

4.1.5 **Questions to be stated**

The Mayor shall state, or call on staff to state, all questions submitted for a vote, call for a vote on all such questions, and announce the decision. A roll call vote shall be take upon the request of any Council member or as otherwise required by law.

4.1.6 **Substitution for Chair**

The Mayor may call on the Mayor Pro-Tem, or other Council Member, to temporarily chair any meeting. Such substitution shall not continue beyond adjournment.

4.1.7 **Authority to Participate**

The Chair may make or second any motion, present and discuss any matter as a member of the Council, vote on any question before the Council, and fully participate in Council decision making.

4.1.8 **Execution of Documents**

The Mayor, or in the Mayor's absence, the Mayor Pro Tem, shall sign all ordinances, resolutions and other documents necessitating the Mayor's signature unless the authority to execute such documents is lawfully dedicated to another City officer.

4.1.9 **Other Powers of Chair**

The Chair shall have and exercise such pother powers and duties as are authorized by law.

4.2 **Rights of Council to Discipline**

Any deliberate assembly has the inherent right to make and enforce its own laws and to enforce its own rules and laws, including the discipline of a member of the deliberative body.

The City Council shall have a right to discipline, censure and punish a member where a majority of the entire Council finds that actions of a member are detrimental of the City of Colfax. Such discipline, after the Council duly notices and publicly conducts its investigation, and presents those results at a public hearing, can include, public censure, civil charges and, in grave or extreme cases, recommendation to the Colfax citizens at large for the removal of a sitting Council Member.

4.3 **Timing of Selection of Mayor**

Once each year the City Council shall select one of its members as Mayor and one of its members as Mayor Pro-Tem. During years in which a general municipal election is held in November, the selection of Mayor and Mayor Pro Tem shall occur immediately after of the declaration of election results at the meeting at which the declaration of election results is made pursuant to Elections Code Sections 10262 and 10263, as amended or replaced from time-to-time. During years in which a general municipal election is not held in November, the selection of Mayor and Mayor Pro Tem shall occur at the last regular meeting of the City Council during the calendar year. The Mayor and Mayor Pro Tem shall serve a term of one year or until their successor is selected, whichever is earlier.

4.3.1 **Appointing the Mayor by Council Vote**

The Mayor and Mayor Pro Tem shall be chosen by majority vote of the total sitting Council. In order to be appointed as Mayor or Mayor Pro Tem, a member of the Council must receive the following affirmative votes which may include his/her vote: (1) Three (3) if there are four or five members of the Council at the time of the selection; or (2) Two (2) if there are three members of the Council at the time of the selection.

4.3.2 **Eligibility to Serve as Mayor**

Elected and appointed members of the City Council are eligible for appointment as Mayor or Mayor Pro Tem, subject to the following:

(a) Elected members of the City Council shall serve before appointed members may serve.

(b) These positions shall be filled based first on the seniority of fully and duly elected Council Members and then by the total number of votes each received at his/her most recent election as confirmed by the City Clerk and rotated until all elected City Council members have served as Mayor or Mayor Pro Tem.

(c) A member appointed to the City Council may serve as Mayor or Mayor Pro Tem after each elected member of the City Council has served in those positions one time; or if an appointed member is the currently sitting Mayor Pro Tem.

(d) The Mayor or Mayor Pro Tem may be removed from office at any time by the affirmative vote of a majority of the members of the City Council.

4.3.3 **Inability to Serve as Mayor or Mayor Pro-Tem**

In the event of a death, removal from office, extreme illness, or abdication, the City Council shall determine who shall serve as the Mayor or Mayor Pro-Tem for the term vacated based upon the rotation described in 4.8 above.

4.3.4 **Appointment of Mayor Pro-Tem to Mayor**

Upon completion of term as Mayor Pro-Tem, City Council shall appoint the Mayor Pro-Tem as Mayor for a term of one (1) year insofar as that appointment is consistent with 4.8 above.

5. ORDERS OF BUSINESS AND AGENDA

5.1 **Order of Business**

Shall be as in the agenda prepared by City Clerk as follows:

Colfax City Council Agenda

1. Open Closed Session
   a. Call To Order
   b. Roll Call
2. Public Comment – Closed Session Items
3. Closed Session Agenda
4. Opening of Regular Session
   a. Pledge of Allegiance
   b. Roll Call
   c. Announcement of action taken during Closed Session
   d. Approval of Agenda Order
5. Council Reports
6. Staff Reports
7. New Business Discussion
8. Consent Agenda
9. Presentations

10. Public Comment
11. Public Hearing
12. Council Business
13. Adjournment

5.2 **Agenda**

The City Clerk shall as contained in the Agenda prepare the order of business of each meeting. The Agenda and all Agenda related to be considered by the Council shall be delivered to members of the Council five calendar days [Note: this is quite a bit of time. The legal requirement is 72 hours for a regular meeting] prior to the meeting to which it pertains. The Agenda and all Agenda related reports shall be available on line, posted at identified public notice boards at City Hall and the Colfax Post Office, and distributed via email to any members of the public who request receipt of council agendas, five calendar days prior to the meeting to which it pertains. Any council member may request an agenda item through the City Manager, City Clerk and/or City Attorney. [Note: this does not address authority to place matters on or remove them from an agenda.]

5.2.1 **Supplemental Agenda**

A Supplemental Agenda and related materials may be distributed up to 72 hours before an agendized meeting upon a finding by the Mayor and the City Manager that the materials or the matter to be on the agenda came to the attention of the city after the five day agenda required by 5.2 above had been published and made available. [Note: these time limits may be impractical.]

5.3 **Presentation by Members of Council**

Matters that have not been placed on the agenda and do not relate directly to an agenda item shall not be discussed at a meeting by staff or members of the City Council, except that the Mayor and any Council Member may bring before the Council for scheduling any business or matter that is appropriate for future discussion. For the limited purpose of scheduling, the item may be described with enough sufficiency to allow the other members of the Council to determine whether the matter should be placed on a future agenda, and to set a date for future discussion.

5.4 **Process for Addressing Agenda Items before the City Council**

- Mayor reads the agenda item
- Staff presents their report
- Council questions staff
- Public Comments are heard
- Council discusses item
- A motion is made
- Final Council discussion
- Council votes or provides direction to Staff

5.5 **Consent Calendar**

The Consent Calendar is intended to allow the Council to approve multiple routine and non-controversial matters by motion, with no discussion required. Council members, staff, and members of the public can ask that an item be removed from the Consent Calendar for discussion, prior to a vote being taken on the Consent Calendar items.

No Item shall be placed on the Consent Calendar if that item relates to a contract, or expenditure or financial obligation in excess of $25,000.00. Any item involving a contract, expenditure or financial obligation in excess of

$25,000.00 must be scheduled as a regular agenda item with a staff report, and must be approved by separate resolution and a separate vote of the Council.

5.6 **Contracts or Expenditures over $500,000**

Contracts or expenditures over $500,000 shall be made available to the Council to study 14 days before the meeting on which the contract or expenditure is placed on the agenda. Facts and findings shall be made for the recommendation of approval of such expenditure or contract.

5.6.1 **Bidding of Contracts**

Competitive bidding (2 or more bids) shall be enforced on building as well as professional service contracts and consultants, unless staff can support facts and findings that no other provider is available who can perform the specialized work required. [Note: this can be problematic. I suggest something like "Competitive Bidding shall be utilized as required by law." This issue became problematic for prior Councils.]

5.7 **Reading of Minutes**

Minutes belong to the City Council. Unless a member of the Council requests a reading of the minutes of a Council meeting, such minutes may be approved without reading if the City Clerk previously furnished each member with a copy thereof. On Consent Calendar, approval of minutes shall be by a standard majority vote and items can be pulled for discussion and reinserted, or pulled for discussion and a separate vote taken.

6. ORDINANCES

6.1 **Ordinances Deferred**

Emergencies and Appropriations: Ordinances introduced/ read at a Council meeting shall not be formally acted upon until at least the next official meeting, except that urgency ordinances that qualify to take effect immediately under Government Code Section 36937 and similar provisions of law may be acted on immediately. A standard majority affirmative vote of the Council shall be required for the final passage of an urgency ordinance. Urgency is defined in Government Code Section 36937.

6.2 **Reading by Title Only**

Upon being introduced, each proposed ordinance shall be read by title only, unless any member of the Council requests a full reading of the ordinance.

6.3 **Majority Vote Required**

An affirmative vote of at least a majority of the members of the Council shall be necessary to pass an ordinance, but a resolution or order for the payment of money. , motionMotion,s or any other proposition may be adopted by a majority voting on the issue except as otherwise specified by City Ordinance or state law.the State Statutes. When any vote is called, each Council Member shall respond "yes (aye)," "no", "abstain", or "pass". Any Council Member who responds, "pass" will be given the opportunity at the end of the roll call to change their vote. Any "pass" response not changed shall be recorded as an abstention.

6.4 **Tie Vote**

In the event of a tie in votes on any motion, the motion shall be considered lost. unless the chair votes for the affirmative. The chair may also cast a negative vote to make a tie and thus defeat the measure. [Note: this is problematic because the Mayor can vote in any case.]

6.5 **Requests for Preparation of Ordinances or Issuance of Legal Opinions**

Any member of the City Council may request the City Manager to place the proposed adoption of an ordinance on the City Council agenda for discussion purposes. Upon direction by a Council Member, the City Attorney shall review proposed ordinances for consideration and adoption by the City Council. Upon direction by a Council Member, the City Attorney shall render legal opinions, either written or oral, on questions of law. Individual members of the City Council may consult with the City Attorney informally regarding legal issues pertaining to City business, but all legal inquiries requiring a substantial commitment of City Attorney time must be authorized by the City Council as a whole, except that an individual City Council member may request written legal advice regarding a potential conflict of interest which may affect that Council member's ability to participate in an upcoming decision. All written legal opinions and ordinances prepared by the City Attorney shall be provided to the City Manager, who shall distribute them to all members of the City Council so that they may be fully informed of the status of City affairs.

7. CREATION OF COMMITTEES, BOARDS AND COMMISSIONS

7.1 **Citizen Committees, Boards and Commissions**

The Council may create committees, boards, sub-committees and commissions to assist in the conduct of the operation of the City government with such duties as the Council may specify which are consistent with the City Code.

7.2 **Membership and Selections**

Membership and selection of members shall be appointed by the Mayor if not otherwise specified by the City's Municipal Code. Any committee, board, or commission so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the Council. No committee so appointed shall have powers other than advisory to the Council or to the City Manager, except as otherwise specified by the City Code.

7.3 **Removal of Members of Boards and Commissions**

The Council may remove any member of any board or commission which it has created or as created by the City's Municipal Code by a vote of at least a majority of the Council.

7.4 **Sub-Committees - Operation of City Council Sub-Committees**

The City Council shall utilize the Sub-Committee process to assist the work of staff and to conduct preliminary policy evaluation for purpose of recommendation to the full City Council. Such Sub-Committee shall have no authority to resolve and act on policy issues and shall not act as a committee of the whole Council.

7.5 **Citizen Advisory Boards**

A citizen's advisory commission, along with a hired consultant, shall investigate and advise proactively the council on matters of serious integrity allegations, rather than allowing the matter to progress into an investigation by an outside law enforcement agency or the grand jury. The findings and recommendations should then be made available to the public in a report and discussed openly in a city council meeting. A citizen's selection panel shall be formed to advise the council in choosing future city managers and city attorneys, as needed. [Note: this bears discussion.]

8. CITIZENS' RIGHTS

8.1 **Public Comment**

Any person desiring to address the Council, Commission, Subcommittee or other established body shall first be recognized by the Chair and shall announce their name and address prior to making comment. No person, other than members of the Council and the person having the floor shall be permitted to enter into any discussion, either directly or through the members of the Council.

8.2 **Time Limits on Speakers**

Disruptive Conduct: The Chair may establish reasonable limits on the amount of time allocated for public testimony on particular issues and for each individual speakers. Speaker time limits should be uniformly applied, so that all members of the public speaking to a particular item receive the same amount of speaking time. The Council shall not set arbitrary time limits, or limit speaker time or grant additional speaker time based on who is speaking or what the speaker has to say.

In addition, The Mayor may rule a speaker to be out of order if that speaker engages in disorderly conduct which disrupts, disturbs or otherwise is disruptive and impedes the orderly conduct of City Council business. A public speaker may be ruled out of order for, among other things; a) uttering loud, threatening, personal or abusive language, continuously interrupting other speakers or speaking out of turn. ; b) by being unduly repetitious; c) by making comments which are not relevant to the City Council's business; or d) by making any superfluous demonstration deemed to be made predominately for the embarrassment of any citizen, staff, or Council Member by any of the same.

8.3 **Reading of Protests**

Interested persons, or their authorized representatives, may address the Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control when the item is under consideration by the Council., if a majority of the Council present agrees to let them be heard.

8.4 **Mayor May Appoint a Committee or Refer Citizen's Complaints**

The Mayor may appoint a committee of two members of the City Council to hear Citizens' complaints as the same are referred thereto by the Mayor or may refer Citizens' complaints to an Executive Session of the City Council, whenever the subject meets the criteria specified in the Brown Act. If an appropriate committee of two members of the City Council already exist that properly relates to the subject matter of Citizens' Complaints, the matter may be instead referred to that extant committee as deemed appropriate by the Mayor.

8.5 **Written Communications**

Interested parties, or their authorized representatives, may address the Council by written communication in regard to any matter concerning the City's business or over which the Council has control at anytime by direct mail, email, or by addressing the City Clerk and copies will be distributed to the Council Members.

9. AMENDMENTS

9.1 **Amendment of These Rules**

These rules may be amended, or new rules adopted, by a super majority vote of all members by resolution of the Council, provided that the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

10. RULES OF CONDUCT

1. Council Members should be prepared to attend all meetings of the City Council.
2. Council Members should prepare themselves for all meetings by reading and reviewing the material provided to them.
3. Members of the City Council should be aware that all information covered in Closed Session is confidential and not for public discussion.
4. Council Members are encouraged to set up appointments with the City Manager, Department Heads and staff, if possible. Section 2-3.105 of the Municipal Code should always be considered when working with staff at City Hall.
5. Council Members conduct when attending meetings, as a representative of the City of Colfax, should always reflect the highest standards.
6. Members of the City Council should remember that they are representing the City of Colfax when attending events, not just themselves. The City Manager shall be advised of any speaking engagement at which a Council Member will speak about City Business within 48 hours of that engagement. The City Manager shall inform the remainder of City Council of those engagements. Council Members should also be aware that, contrary to any verbal disclaimers, audience members will still frequently attribute any personal views of City Business and an opinion of the City of Colfax or of the majority of City Council. In that regard, Council Members should maintain awareness of that likelihood and act with appropriate discretion.