



# CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR TONY HESCH • MAYOR PRO-TEM KIM DOUGLASS  
COUNCILMEMBERS • DONNA BARKLE • JASON MCKINNEY • TOM PARNHAM



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## REGULAR MEETING AGENDA

October 22, 2014 • Regular Session begins at 7:00 PM

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### 1) CONVENE OPEN SESSION

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- 1A. **Pledge of Allegiance**
- 1B. **Roll Call**
- 1C. **Approval of Agenda Order**

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

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

### 2) CONSENT CALENDAR

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**RECOMMENDED ACTION: Approve Consent Calendar**

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 staff.

- 2A. **Minutes City Council Meeting of October 8, 2014**  
**Recommendation:** Approve the Minutes of the Regular Meeting of October 22, 2014.
- 2B. **Authorization to Purchase Jetter for Sewer Maintenance and Emergency Responses**  
**RECOMMENDATION:** Adopt Resolution 31-2014 Authorizing the City Manager to Execute a Purchase Agreement with Weco Industries not to exceed \$55,000 for a US Jetting Trailer Flusher.

### 3) COUNCIL, STAFF AND OTHER REPORTS

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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.

- 3A. **Committee Reports and Informational Items - All Councilmembers**
- 3B. **Operations Update – City staff**
- 3C. **Additional Reports – Agency partners**

### 4) PUBLIC COMMENT

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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.



**5) COUNCIL BUSINESS**

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- 5A. **Request from Maidu Village Applicant for Charge Reduction**  
**PRESENTATION:** Jeff Bordelon  
**RECOMMENDATION:** Receive comments from applicant
- 5B. **Consideration of Fee Modification Incentives to Support Development**  
**PRESENTATION:** Mark Miller, City Manager  
**RECOMMENDATION:** Discuss Fee Modification Incentives and direct staff according to Council determination.
- 5C. **Update the Consultant Services Agreement with Nexgen Utility Management for the Crispin Cider Company Industrial User Permit**  
**PRESENTATION:** Mark Miller, City Manager  
**RECOMMENDATION:** Adopt Resolution No. 32 -2014: Authorizing the City Manager to update the Consultant Services Agreement with Nexgen Utility Management for the Crispin Cider Company Industrial User Permit.
- 5D. **Potential new antenna for Pump Station Supervisory Control and Data Acquisition (SCADA) System at the Wastewater Pump Station**  
**PRESENTATION:** Mark Miller, City Manager  
**RECOMMENDATION:** Informational item only at this time.
- 5E. **Transportation Funds Requests**  
**STAFF PRESENTATION:** Mark Miller, City Manager  
**RECOMMENDATIONS:** Discuss And Consider Resolution No. 33-2014: Authorizing The City Manager To File Claims Or Execute Agreements For:
  - Local Transportation Funds In The Amount Of \$93,091 For Streets And Roads Purposes (Article 8 – Section 99400 Of The California Public Utilities Code)
  - Local Transportation Funds Of \$6,060 For Transit Services (Article 8c, Section 99400C Of The California Public Utilities Code), And
  - State Transit Assistance Funds In The Amount Of \$7,156 For Contracted Transit Services (Section 99313 Of The California Public Utilities Code, Chapter 4, Article 6.5)

**6) ADJOURNMENT**

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IN WITNESS THEREOF, I have hereunto set my hand and posted this agenda at Colfax City Hall and Colfax Post Office.

  
\_\_\_\_\_  
Lorraine Cassidy, City Clerk

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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.  
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City of Colfax  
 City Council Minutes  
 Regular Meeting of Wednesday, October 8, 2014  
 City Hall Council Chambers  
 33 S. Main Street, Colfax CA

**1 CALL CLOSED SESSION TO ORDER**

**1A. Call to Order:**

Mayor Hesch called the meeting to order at 6:07 pm.

**1B. Roll Call:**

Councilmembers present –, Douglass, Hesch, Parnham

Councilmembers absent – Barkle, McKinney

**1C. Public Comment:**

None

**1D. Closed Session Agenda:**

Conference with real property negotiators pursuant to Government Code Section 54956.8. Property: Colfax Theater, 49 S. Main Street, City Negotiators: City Manager Mark Miller and City Attorney Alfred "Mick" Cabral. Under negotiation: price and terms.

Closed Session Adjourned at 6:26 PM.

**2 CALL REGULAR MEETING TO ORDER**

The Regular Council meeting was called to order at 7:00 PM by Mayor Hesch.

Mayor Hesch stated that there was no reportable action taken during Closed Session.

**2A. The Pledge of Allegiance** was led by Malcom Frost, President of the Placer-Sierra Railroad Heritage Society (PSRHS)

**2B. Roll Call:**

Councilmembers present: Douglass, Hesch, McKinney and Parnham

Councilmembers absent: Barkle

**2C. Approval of Agenda:**

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council approved the agenda.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

**3 CONSENT CALENDAR**

**3A. Minutes City Council Meeting of September 24, 2014**

**Recommendation:** Approve the Minutes of the Regular Meeting of September 24, 2014.

**3B. Quality Assurance Program 2014**

**Recommendation:** Adopt Resolution 27-2014 Approval and Adoption of the City of Colfax Quality Assurance Program (QAP)-2014, for Federal-Aid Transportation Projects, and Authorizing the City Engineer to Execute and Sign the QAP.

3C. **Grass Valley Street Notice of Acceptance**

**RECOMMENDATION:** Adopt Resolution 28-2014 Accepting the Grass Valley Street Road Rehabilitation Project as complete and directing the City Clerk to file a Notice of Completion.

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council approved the Consent Calendar.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

4. **COUNCIL, STAFF AND OTHER REPORTS**4A. **Committee Reports and Informational Items – All Council Members**

Councilmember McKinney

- Attended the Fire Safe Council meeting and reported that there are a number of grant funding opportunities available with tight deadlines. It will be important for a City representative to attend the next meeting.

Councilmember Parnham

- Nothing to report

Mayor Pro-tem Douglass

- Attended the Sierra Economic Development Corporation (SEDCorp) meeting which will be taking a new direction in developing revenue.
- Met with the high school principal who is eager to encourage Council interaction with students. Saturday, October 11, 2014 at 4pm will be a “Meet the Candidates” forum for candidates to field questions from the high school students.
- The League of women voters appreciated receiving the council candidate contact information from City Manager Miller.

Mayor Hesch

- The League of California Cities magazine, Western City, has guidelines for public service employees, their ethics and responsibilities, that would be good for the City to adopt. City Manager Miller added that the League will be hosting a new Council member workshop in January which will fulfill legal requirements for Council training and has been included in the budget.
- Mayor Hesch gave an update on the Applegate Fire that firefighters and sheriff personnel are engaged in controlling.

4B. **Operations Updates – City Staff**

City Manager Miller

- Discussed a chart showing sales tax revenue; there is an increase in the last three years. The chart will be available for a future meeting.
- The 150<sup>th</sup> celebration of the transcontinental railroad scheduled for next September will be good for the Colfax community.

- The new owner of Sierra Market extends an invitation to “Midnight Madness” this Saturday from 8:00pm - midnight. They have made improvements to the building.
- Work continues at 27 N Main Street next door to City Hall. The owner is hoping to open a restaurant.
- City Manager Miller and Mayor Hesch attended a meeting with County Supervisor Jennifer Montgomery this morning. CHP officer Chris Nave was also in attendance
- Chamber President Frank Klein is unable to attend tonight’s meeting while on vacation.
- Sheriff Station Commander Ty Connors is also unable to attend due to the Applegate fire.

Mayor Hesch presented Councilmember McKinney with a certificate of appreciation for his service as Councilmember. Councilmember McKinney encouraged everyone to serve the local government. He has found it to be a great learning experience and will miss City Council and Colfax after his move to Texas this week.

#### 4C. **Additional Reports – Agency Partners**

None

### 5. **PUBLIC COMMENT**

Nancy Hagman, 25820 Ben Taylor Rd

- Provided an update regarding the Cemetery District. She has applied for 6 markers for graves of veterans buried at the Cemetery. The markers are scheduled for delivery in a couple of weeks. Mayor Hesch reminded her that he is available to help.

Gunnar Henriouille, Colfax resident

- Spoke about projects which would improve Colfax for citizens and businesses: a swimming pool, operational hotel, movie theatre and railroad museum. He recommended that the Railroad Museum display both new and old equipment to attract people of various ages.

Jeannie Claxton, 285 Alpine Dr

- Thanked Councilmember McKinney for his service on Council
- Complimented everyone on the success of Railroad Days.
- Asked about status of the downtown hotel.
- Complimented the City on the Grass Valley project.
- Stated that there are no signs designating the Sierra Vista Community Center (SVCC) as an evacuation center. She would like to see the SVCC as a heating center in the winter and a cooling center in the summer.

City Manager Miller stated that the City is working to incentivize hotel improvements. The City has located a potential generator to enable the SVCC to become a warming and cooling center. The City is optimistic that the Sacramento Area Council of Governments will award a technical assistance grant which would be a good way to implement signage.

Mayor Hesch updated the information regarding the generators; they are now unavailable for use at the SVCC.

## **6. COUNCIL BUSINESS**

### **6A. Administrative Policies and Procedures Updates**

**STAFF PRESENTATION:** Mark Miller, City Manager

**RECOMMENDATIONS:**

Adopt Resolution 29-2014 Adopting the City of Colfax Accounting Policy, Investment Policy and Whistleblower Policy.

Audit committee Formation

City Manager Miller stated that the auditors gave a glowing report due to the efforts of Finance Director Van Groningen but encouraged the City to adopt an ethics and whistleblower policy and revise the finance policy. Council should discuss the policies presented and make changes as necessary.

Council discussed the policies.

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council adopted Resolution 29-2014 Adopting the City of Colfax Accounting Policy, Investment Policy and Whistleblower Policy.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

City Manager Miller recommended that Council appoint the City Manager, the Finance Director, the Mayor and a Councilmember to the Audit Committee. Finance Director Van Groningen stated that the committee will perform a risk assessment, document financial controls and give recommendations for updates to policies as part of the biennial audit process.

Council agreed to move forward with the committee after the new Council members are seated.

### **6B. Procurement of Insurance in Lieu of Bonds for Designated Employees**

**STAFF PRESENTATION:** Mark Miller, City Manager

**RECOMMENDATION:** Adopt Resolution 30-2014 Authorizing the City Manager to obtain a Government Crime or Employee Dishonesty Insurance Policy in Lieu of an Official Bond

City Manager Miller stated that the City does not currently have the required bonds which protect the City in the unlikely event of misdeeds. Staff recommends procuring insurance for this protection.

City Attorney stated that insurance will provide \$1,000,000 of coverage for \$950 a year and is much easier to collect than a bond would be. All of the employees are covered in this insurance.

On a motion by Councilmember McKinney, seconded by Councilmember Parnham, the City Council adopted Resolution 30-2014 Authorizing the City Manager to obtain a Government Crime or Employee Dishonesty Insurance Policy in Lieu of an Official Bond.

AYES: Douglass, Hesch, McKinney and Parnham

NOES: None

**6C. Consideration of Railroad Museum Support Request**

**STAFF PRESENTATION:** Mark Miller, City Manager

**RECOMMENDATION:** Discuss the plans for potential involvement in development of a Railroad Museum in the City of Colfax.

City Manager Miller reported that members of the Placer Sierra Railroad Historical Society (PSRHS) have provided a question and answer sheet regarding the possibility of a Railroad Museum. He explained that bundling attractions in town is important to create enough activities to engage visitors for 3-4 hours. Staff requests further direction from Council.

Malcom Frost, president of PSRHS asked if the City is in support of a Railroad Museum. PSRHS is not proposing that the City carry the burden of the cost to build the museum. There are grants and other funds available for railroad enthusiasts. The economic benefit will be huge for the City.

Mayor Hesch asserted that the City is not in a position to be financially responsible for the proposed museum. He suggested that PSRHS form a committee, create guidelines, and develop a step by step plan to present to the City. Mayor Pro-tem Douglass agreed that the City does not have money for this but would like to see a Railroad Museum in Colfax. Councilmember Parnham concurred. Councilmember McKinney stated that a Railroad Museum is very appropriate for Colfax. Before proceeding, the City must have a clear understanding of PSRHS' expectations of the City and what kind of funding is available.

City Manager Miller stated that with this direction from Council, staff will work with PSRHS to develop a workable plan to bring back to Council.

Mr. Frost asked that the City apply for grant funding that is available for historic projects.

Nancy Hagman mentioned that the historical museum has had 85,000 visitors in 7 years. Mr. Frost stated that PSRHS estimates that there was an estimated 1,000 person increase in attendance at Railroad Days from last year. City Manager Miller expects that with the 150<sup>th</sup> celebration next Sept 12<sup>th</sup> and 13<sup>th</sup>, there will be many more visitors.

Council and the Public discussed setting a goal for the museum project, possible locations and potential funding sources.

Mayor Hesch stated that the City would need a professional grant writer to find sources of funding as there is no staff time to go after grants.

Will Stockwin, 525 Pine St – Encouraged the City and Council to support the Railroad Museum because a Railroad Museum won't fail. Old heritage equipment is always a winner in Colfax. He gave several examples which illustrated his points.

Mayor Hesch stated that staff will form a committee with PSRHS to develop a detailed proposal.

**6D. Assign Interim Representatives to fill Jason McKinney's Committee Assignments**

**STAFF PRESENTATION:** Mark Miller, City Manager

**RECOMMENDATION:** Assign interim representatives to Bianchini Advisory Board/Sierra Vista Liaison and Placer Sierra Fire Safe Council

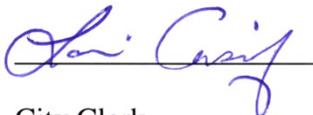
Council determined that Councilmember Parnham will serve on Placer Sierra Fire Safe Council and Mayor Hesch will serve as the Bianchini Advisory Board/Sierra Vista Liaison

**7. ADJOURNMENT**

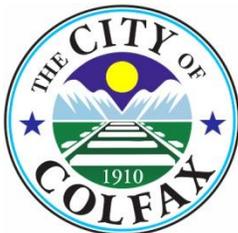
Mayor Pro-tem Douglass adjourned the meeting at 8:17 PM.

Respectfully submitted to City Council this 22<sup>th</sup> day of October, 2014,

Lorraine Cassidy



City Clerk



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## FOR THE OCTOBER 22, 2014 COUNCIL MEETING

**FROM:** Mark Miller, City Manager  
**PREPARED By:** Gabe Armstrong, Community Services Director  
**DATE:** 7/14/14  
**SUBJECT:** Authorization to Purchase Sewer Jetter

N/A  FUNDED  UN-FUNDED AMOUNT: \$55,000 FROM FUND: 560-7015

**RECOMMENDED ACTION:** Adopt Resolution 31-2014 Authorizing the City Manager to Execute a Purchase Agreement with Weco Industries not to exceed \$55,000 for a US Jetting Trailer Flusher.

### ISSUE STATEMENT AND DISCUSSION:

The City will derive several benefits from purchasing and maintaining jetting equipment. Some of these benefits include:

- **Cost savings**

The City is required to hydro-jet and video all sewer lines on a 10 year cycle. The City owns about 55,000 feet a sewer line. On average, contractors charge \$2.75/foot for hydro-jetting and video sewer lines for a total of \$151,000. The Jetter will almost eliminate the need to hire contractors; however in some situations the City will continue to use contractors on the rare occasions when a septic pumper truck or a high powered vector is needed. Even in these situations the Jetter would keep the costs of hiring a contractor lower because City employees would have the equipment to assist the contractor.

- **Faster response time to spills /Decrease in violations**

When responding to a blockage the City would have the ability to act immediately to clear the lines and either avoid a spill or diminish the spill volume. This creates a cost savings by eliminating the need to hire a contractor and avoiding potential penalties levied by the water board for spillage.

- **Improved Safety**

The equipment that the City currently uses to clear sewer lines is old and challenging to operate. The City owns a sewer rodding machine which operates by spinning and is a less safe operation than jetting.

- **Improved efficiency**

The rodding method of clearing sewer lines of a blockage often is not successful and is by no means a good tool for actually cleaning sewer lines. The new Jetter can be operated by a single staff person. It is also a versatile tool that can be used as a high-powered pressure washer or to clean lines as part of a preventive maintenance schedule.

The purchase of this equipment will improve the collection system operations. The ability to clean our own sewer lines and regularly clear problem areas before a crisis occurs will reduce spills and save time and money.

### SUPPORTING DOCUMENTS:

Resolution 31-2014

Illustration of proposed equipment for purchase

Quotes

# City of Colfax

## City Council

### Resolution № 31-2014

#### AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH WECO INDUSTRIES NOT TO EXCEED \$55,000 FOR A US JETTING TRAILER FLUSHER.

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**Whereas**, the City of Colfax owns over 55,000 feet of Sewer Lines; and,

**Whereas**, the Colfax City Council has determined that it is in the best interest of the City to own its own equipment to clean, maintain and repair these Sewer Lines; and

**Whereas**, City staff has obtained three quotes for the purchase of said equipment; and,

**Whereas**, Weco Industries of Vacaville California has returned the most economical quote,

**Now Therefore, Be It Resolved** by the City Council of the City of Colfax that the City Manager is hereby authorized to execute a purchase agreement with Weco Industries a US Jetting Trailer Flusher for a cost not to exceed \$55,000.

**Passed and Adopted this 22th day of October by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

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**Tony Hesch, Mayor**

**ATTEST:**

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**Lorraine Cassidy, City Clerk**



ITEM 2B  
3 of 9  
**300 Gallon  
Platform Series**

850 McFarland Parkway - Alpharetta, GA 30004 www.usjetting.com / sales@usjetting.com 1-800-JETTING / 770-740-9917 / Fax: 770-740-0297

Central Control Panel  
Attached To Hose Reel,  
Optional Wireless Remote  
Control System

Hydraulic Powered, 7 Position Swivel Hose Reel  
With 500' Of High Pressure Jetting Hose

300 Gallon Rotationally  
Molded Water Tank

Optional Hydraulic  
Power PullOut  
Hose Reel

Available Diesel Engines:  
- Hatz Silent Pack Diesel (shown)  
- Hatz Non-Silent Pack Diesel  
- Kubota TurboCharged Diesel

Jump Jet  
Pulsation  
System

Lockable Tool  
Boxes On Each Side

2" x 4" Welded  
Steel Frame

7,000 Lb. Torque Flex Axle With  
16" Tires / 8 Lug Chrome Wheels  
(Electric or Hydraulic Braking System)

Self Contained  
Anti-Freeze  
System

**US Jetting Run-Dry Pump**  
4000 PSI @ 18 GPM  
Or 4000 PSI @ 25 GPM

Now Available  
5,000 PSI @ 18 GPM



US Jetting Pump Model	Engine	Horse-power	PSI	GPM	Hose Dia.	Pump Cyls.	Wireless Remote	ByPass Valve	Jump Jet
USJ 4018	Hatz 3-Cyl SilentPack	50	4,000	18	1/2"	3	N/A	STD	STD
	Hatz 3-Cyl Non-Silent	50	4,000	18	1/2"	3	OPT	STD	STD
	Kubota 4-Cyl Turbocharged	49	4,000	18	1/2"	3	OPT	STD	STD
USJ 4025	Hatz 4-Cyl SilentPack	66	4,000	25	5/8"	3	OPT	STD	STD
	Kubota 4-Cyl Turbocharged	84	4,000	25	5/8"	3	OPT	STD	STD
USJ 5018	Kubota 4-Cyl Turbocharged	84	5,000	18	1/2"	3	OPT	STD	STD
USJ 5018	Hatz 3-Cyl SilentPack	66	5,000	18	1/2"	3	OPT	STD	STD
USJ 3025	Hatz 3-Cyl SilentPack	50	3,000	25	5/8"	3	N/A	STD	STD
	Hatz 3-Cyl Non-Silent	50	3,000	25	5/8"	3	OPT	STD	STD
	Kubota 4-Cyl Turbocharged	49	3,000	25	5/8"	3	OPT	STD	STD



*Hose reels can be equipped with 1/2" or 5/8" high pressure jetting hose to complement any US Jetting PumpSet*

*For All Nozzles, Guns & Accessories Available, Refer To "The US Jetting Parts & Accessories Catalogue"*

- Gen II Wireless Remote Control System (Optional)
- Single Hydraulic Power Pull-Out, 7-Position Hose Reel
- Self-Contained Anti-Freeze System or Double Capacity Fuel Tank
- Two RPD Nozzles - 3 Rear and 3 Rear, 1 Forward (Standard)
- Single 300 Gallon Rotationally Molded Tanks
- 2" x 4" Tubular Steel Frame Construction
- 16" Tires with 8 Lug Chrome Wheels
- Electric or Hydraulic Brake Systems
- Single 7,000 Lb. TorqueFlex Axle
- Analog & LED Pressure Gauges
- Dual Lockable Tool Boxes
- Water Flow ByPass System
- Powder Coat / Baked Finish
- Traffic Safety Warning Light
- Jump Jet Pulsation System
- Lockable Control Panel
- Handheld Spotlight
- Tiger Tail Hose Protector
- Optional Custom Paint
- Drain Jet Extension
- Ball or Pintle Hitch



*See More At [www.usjetting.com](http://www.usjetting.com)*



Quote No.

**ITEM 2B**  
92214

5 of 9

4971 ALLISON PKWY SUITE A  
Vacaville, CA 95688

(800) 677-6661 Fax: (707) 446-7933

**QUOTATION**

**Customer**  
Contact GABE ARMSTRONG  
Company CITY OF COLFAX  
Address

Date 9/22/2014  
Expiration 12/31/2014  
Salesman TOM NOLAN  
Terms NET 30  
Delivery DESTINATION  
FOB DESTINATION

City COLFAX State CA Zip  
Phone Fax:

Item	Qty	U/M	Part No.	Description	Unit Price	TOTAL
1	1	EA		<b>US JETTING TRAILER FLUSHER MODEL 4018-375</b>	\$39,632.00	
				49 HP HATZ 3 CYLINDER AIR COOLED DIESEL HATZ SILENT PACK ENGINE OIL SAFETY SHUTDOWN ENGINE TEMPERATURE SAFETY SHUTDOWN		
				PUMP 4000 PSI / 18 GPM JUMP JET PULSATION SYSTEM 375 GALLON WHITE WATER TANK 500 FEET OF 1/2" HOSE SAFETY COLORED LEADER HOSE 10 FEET TIGER TAIL HOSE PROTECTOR WATER FLOW BYPASS / REDUCER VALVE PRESSURE GAUGE, ANALOG 7 POSITION SWIVEL HOSE REEL LOCKING / FREE SPIN REEL HYDRAULIC VALVE POWDER COATED 2" BY 4" TUBULAR STEEL FRAME 2 STANDARD NOZZLES / 9" NOZZLE EXTENSION PRESSURE RELIEF RUPTURE DISK SYSTEM KEY START IGNITION ELECTRONIC LED PRESSURE GAUGE ENCLOSED BATTERY BOX 16" E LOAD TIRES WITH ALUMINUM WHEELS SELF-CONTAINED ANTI-FREEZE SYSTEM WITH RECOVERY STORAGE TANK SINGLE 7000 LBS AXLE TWO LOCKABLE TOOLBOXES OWNER MANUAL, ON SITE TRAINING		
				<b>SUB-TOTAL</b>	\$39,632.00	
				CA STATE SALES TAX @ 7.5%	\$2,972.40	
				FREIGHT	\$1,750.00	
				<b>GRAND TOTAL DELIVERED</b>	<b>\$44,354.40</b>	
				<b>OPTIONS</b>		
				SS REMOTE CONTROL SYSTEM	\$3,995.00	
				NOZZLE, 1/2" SS FLEXIBLE 2 REAR/1 FDW	\$1,183.00	
				NOZZLE, 1/2" SS II ROTATIONAL 2 REAR/1 FDW	\$1,398.00	
				HYDRANT HOSE 25 FEET BY 2"	\$149.95	
				HYDRANT HOSE HOLDER	\$100.00	
				<b>PLEASE ADD SALES TAX TO OPTIONS SELECTED</b>		

**Weco . . . . .**

Offering Complete Solutions  
For Our Municipal and Contractor Customers  
Visit our web site- <http://www.wecoind.com>

Subtotal	46,457.95
Shipping & Handling	1,750
Taxes	3,484.35
Other	
<b>TOTAL</b>	<b>51,692.30</b>



**AZ Wastewater Industries, Inc.**

Phone: 800 778-9359

Fax: 480 425-3321

[www.azwastewaterindustries.com](http://www.azwastewaterindustries.com)

20 S. 48th Ave, Suite 802  
Phoenix, AZ 85043

**QUOTE**

Quote No.	8692
Quote Date	9/26/2014
Sales Rep.	GLH
Payment Terms	COD
F.O.B.	Factory
Prices Good For	45 Days

**Customer:**

City of Colfax  
Attn: Gabe  
Email: [gabe.armstrong@colfax-ca.gov](mailto:gabe.armstrong@colfax-ca.gov)

Item	Item Description	Qty	Unit Cost	Total
4018	US Jetting Trailer Jet Model 4018 18 @ 4000 water pump, 49 HP Hatz diesel	1	50,000.00	50,000.00T
Option	Remote Control System	1	4,500.00	4,500.00T
Option	1/2" Flex Nozzle	1	1,300.00	1,300.00T
Option	1/2" Rotational Nozzle	1	1,750.00	1,750.00T
Option	Hydrant Hose 2" x 25'	1	250.00	250.00T
Option	Hydrant Hose Holder	1	150.00	150.00T
Freight Charge	Freight Charges to Apply		3,000.00	3,000.00

Thank you for the opportunity to quote this item for you.

Signature \_\_\_\_\_

<b>Subtotal</b>	\$60,950.00
<b>Sales Tax (8.3%)</b>	\$4,809.85
<b>Total</b>	<b>\$65,759.85</b>

**Quote**



**PLUMBERS DEPOT INC.**

3921 W. 139th Street  
 Hawthorne, CA 90250  
 Phone: (866) 422-2156  
 Fax: (310) 355-1711

Date	Estimate #
9/26/2014	12550

<b>Name / Address</b>
GABE ARMSTRONG CITY OF COLFAX

<b>Ship To</b>
GABE ARMSTRONG CITY OF COLFAX

Item	Description	Qty	Rep	Serial #	Price	Total
			P.D			
Misc-It	US JETTING TRAILER FLUSHER MODEL 4018-375 49 HP HATZ 3 CYLINDER AIR COOLED DIESELHATZ SILENT PACK ENGINE OIL SAFETY SHUTDOWN ENGINE TEMPERATURE SAFETY SHUTDOWN PUMP 4000 PSI / 18 GPM JUMP JET PULSATION SYSTEM 375 GALLON WHITE WATER TANK 500 FEET OF 1/2" HOSE SAFETY COLORED LEADER HOSE 10 FEET TIGER TAIL HOSE PROTECTOR WATER FLOW BYPASS / REDUCER VALVE PRESSURE GAUGE, ANALOG 7 POSITION SWIVEL HOSE REEL LOCKING / FREE SPIN REEL HYDRAULIC VALVE POWDER COATED 2" BY 4" TUBULAR STEEL FRAME 2 STANDARD NOZZLES / 9" NOZZLE EXTENSION PRESSURE RELIEF RUPTURE DISK SYSTEM	1			41,500.00	41,500.00T
<b>Subtotal</b>						
<b>Sales Tax (0.0%)</b>						
<b>Total</b>						

Signature and Na... \_\_\_\_\_

<b>Fax #</b>
(310)355-1711

**Quote**



**PLUMBERS DEPOT INC.**

3921 W. 139th Street  
 Hawthorne, CA 90250  
 Phone: (866) 422-2156  
 Fax: (310) 355-1711

Date	Estimate #
9/26/2014	12550

<b>Name / Address</b>
GABE ARMSTRONG CITY OF COLFAX

<b>Ship To</b>
GABE ARMSTRONG CITY OF COLFAX

Item	Description	Qty	Rep	Serial #
			P.D	
Item	Description	Qty	Price	Total
Misc-It	KEY START IGNITION			
Misc-It	ELECTRONIC LED PRESSURE GAUGE			
	ENCLOSED BATTERY BOX			
	16" E LOAD TIRES WITH ALUMINUM WHEELS			
	SELF-CONTAINED ANTI-FREEZE SYSTEM WITH RECOVERY STORAGE TANK			
	SINGLE 7000 LBS AXLE			
	TWO LOCKABLE TOOLBOXES			
	OWNER MANUAL, ON SITE TRAINING			
	Sales Tax	1	3,112.50	3,112.50T
	Freight	1	1,895.00	1,895.00T
	<b>***OPTIONS***</b>			
	SS REMOTE CONTROL SYSTEM			
	\$4,100.00			
	NOZZLE, 1/2" SS FLEXIBLE 2 REAR/1 FDW			
	\$1,225.00			
	NOZZLE, 1/2" SS II ROTATIONAL 2 REAR/1 FDW			
	\$1,450.00			
			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	

Signature and Na... \_\_\_\_\_

<b>Fax #</b>
(310)355-1711

**Quote**



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 Hawthorne, CA 90250  
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Date	Estimate #
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Ship To
GABE ARMSTRONG CITY OF COLFAX

Item	Description	Qty	Rep	Serial #
			P.D	
Item	Description	Qty	Price	Total
	HYDRANT HOSE 25 FEET BY 2" \$175.00 HYDRANT HOSE HOLDER \$125.00 ***PLEASE ADD SALES TAX TO OPTIONS SELECTED***			
			<b>Subtotal</b>	\$46,507.50
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$46,507.50

Signature and Na... With Tax and options: \$57,601.19

Fax #
(310)355-1711

**ITEM 6A**

**Request from Maidu Village Applicant for Charge Reduction**

Law Offices Of  
**JEFFREY F. BORDELON**  
6316 Wells Ave, Loomis CA 95650  
*Voice-530.305.4607/Facsimile-530.464.2384/Email-jfb@jfbllaw.org*

September 11, 2014

City Council  
Attention: Mr. Mark Miller  
City of Colfax  
33 S. Main Street  
Colfax, CA 95713

RE: Maidu Village Parcel City Staff Time Charges

The landowner has been charged roughly \$23,000 in staff fees and paid the City on deposit \$26,000. As the following information demonstrates, this represents a gross over-charging. The landowner is requested a refund and credit. Several spreadsheets are attached that provide the data supporting the request. The source data are the time and charge entries provided by the City. The material is organized by staff position:

#### **I. Senior Civil Engineer.**

The City has billed for three engineering positions: Senior Civil Engineer, City Engineer, and Senior Engineer. The rates are \$184.00, \$226.00, and \$206.00 respectively. The County staff rates are \$160.00/hr. for an Engineering Manager and \$133.00 for a Senior Civil Engineer.

For whatever reason, the City charged 1.5 hours of Senior Civil Engineering time for a total cost of \$277.00. We would adjust the rate to \$160.00, which is the County's top engineering rate. This results in a reduction of \$37.49 in the charges.

**Proposed Charges: \$ 240.00**

#### **II. City Engineer.**

City Engineer Charges total \$899.00 at a rate of \$226.00. It is not clear how the "City Engineer" position and charges are distinguishable from the "Senior Civil Engineer" and the "Senior Engineer." We proposed leaving the time entry unchanged, but reducing the rate to \$160.00/hr., the maximum County engineering rate.

**Proposed Charges: \$640.00**

#### **III. Land Use Attorney**

Staff charges for the Land Use Attorney total 32.5 hours for \$8,778.00 at a rate of \$308.00 per hour. Nothing that has occurred on this small four parcel commercial infill parcel map requires the involvement of a City Attorney, and the rate in question is grossly in excess of

Mr. Mark Miller  
City Manager  
City of Colfax  
Page 2

any appropriate public charges for project related legal time. We have processed 3-4 year regional commercial shopping center projects that were contested with less attorney time.

We proposed an adjusted 5.0 hours of legal time at a rate of \$275.00. We created a Supervising Planner staff category at a charge rate of \$150.00/hr. which is \$25.00 / hr. above the County's rate for that position, and allocated 10 hours of the Land Use Attorney time to that position.

**Proposed Charges: Land Use Attorney- \$1,375.00 / Supervising Planner - \$1,500.00 / A total of \$2,875.00.**

#### **IV. Senior Engineer**

City charges for this position total 43.05 hours at a rate of \$206.00/hr. or \$8,961.00. The County Rate for an Engineer Manager is \$160.00/hr. and a Senior Engineer at \$133.00/hr. With the exception of a few meetings, almost all these charges are titled "Project Management" and the time increment is a half hour or less. Charging thousands of dollars in small time increments under the description of "Project Management" is a notorious abusive billing practice. One may inquire how the Senior Engineer wound up spending more time than the primary planning staff person. Legitimate engineering time on this project involves some applicant and Caltrans meetings, review of the traffic report, and very limited map review. The project has not proceeded to the technical project review stage.

A mention of the argument that the project involved big traffic issues and thus justified more engineering involvement. The applicant assumed the responsibility for a project level analysis of traffic impacts and mitigations and paid in excess of \$15,000 in consulting time on the issue. The applicant is not responsible for deficiencies in the City's Circulation Element or traffic policies. Upon applying and initiating the traffic study we were told by City staff that the City had a long standing commitment to a traffic signal at the off-ramps as evidenced by your adopted Circulation Element and Capital Improvements Program. We were told that Caltrans proposed a Roundabout, but that this was not favored by the City. We proceeded to secure Caltrans conceptual approval of the signalized intersection after Caltrans indicated that a Roundabout was not technically feasible. Upon securing Caltrans approval, City staff informed us that the City did not want a signal at that location. Meanwhile, the City informs us long after the application has been made that the City may have a policy may have a traffic policy in place that would preclude approving any project in the area.

Had we known of the City's actual position on the intersection, or the unresolved nature of the City's traffic policy, the application would have probably been deferred until these questions were resolved. The proposed change in City position has resulted in months of unnecessary delay and expense. The City is responsible for addressing its Circulation improvement and policy questions, not the applicant.

Mr. Mark Miller  
 City Manager  
 City of Colfax  
 Page 3

We would propose 12 hours of senior engineering time at the County top supervising engineer’s rate of \$160.00/hr. for a total of \$1,900.00. This is a reduction of \$7,041.00.

**Proposed Charges: \$1,900.00**

**V. Senior Planner.**

City charges total \$3,760.00 for 22 hours of time at a rate of \$171.00. That rate exceeds the County rate for a Supervising Planner. The County Senior Planner rate is \$109.00/hr. We would let the hours stand and adjust the rate to \$125.00/hr.

**Proposed Charges: \$2,750.00**

**VI. Summary Proposed Adjusted Charges**

Senior Civil Engineer	\$ 240.00
City Engineer	\$ 640.00
Land Use Attorney	\$1,375.00
Supervising Planner	\$1,500.00
Senior Engineer	\$1,920.00
Senior Planner	\$2,750.00
<b>Total</b>	<b>\$8,425.00</b>

**VII. Conclusion**

Assuming per the spreadsheet provided by the City is correct and the Applicant has been charged \$23,396.39 and paid \$26,807.64, then the Applicant requests:

- An immediate refund of the remaining cash deposit on hand of \$3,582.25.
- A further cash refund of \$10,000.00
- The remaining refund owed of \$4,971.39 in the form of a credit toward any future project processing on the subject site.

The above time and charge adjustments are generous in favor of the City. Further reductions are justifiable and appropriate. These proposals may be considered in the nature of a settlement proposal and not intended as any admissions by the Applicant.

Sincerely,  
**Jeffrey F. Bordelon, Esq.**

[Original Signed]

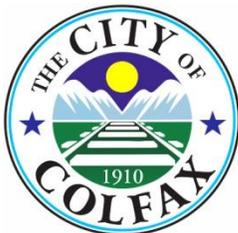
Jeffrey F. Bordelon

Jfb:jl-jb word

Attachments

EXHIBIT A  
Maidu Village  
City Staff Charges by Position

Position	As Billed			Adjusted		
	Time Charges	Hours	Rate	Rate	Hours	Time Charges
Senior Civil Engineer	\$ (277.49)	-1.5	\$ 184.96	\$ 160.00	-1.5	\$ (240.00)
City Engineer	\$ (899.00)	-4.0	\$ 226.00	\$ 160.00	-4.0	\$ (640.00)
Land Use Attorney	\$ (8,778.00)	-32.5	\$ 308.00	\$ 275.00	-5.0	\$ (1,375.00)
Supervising Planner				\$ 150.00	-10.0	\$ (1,500.00)
Senior Engineer	\$ (8,961.00)	-43.5	\$ 206.00	\$160.00	-12.0	\$ (1,920.00)
Senior Planner	\$ (3,762.00)	-22.0	\$ 171.00	\$ 125.00	-22.0	\$ (2,750.00)
Misc	\$ (718.90)					
Total	\$ (23,396.39)	-103.50			-54.5	\$ (8,425.00)
Total Sums Paid by Applicant	\$ 26,807.64					
Net Adjustment of Hours		-49.00				
Net Reduction of Charges	\$ (14,971.39)					
Total Adjustment	\$ 18,382.64					



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## For the October 22, 2014 Council Meeting

**FROM:** Mark Miller, City Manager

**PREPARED:** October 13, 2014

**SUBJECT:** Update the Consultant Services Agreement with Nexgen Utility Management for the Crispin Cider Company Industrial User Permit

<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: \$5,000 additional not to exceed \$10,000	FROM FUND: 560
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**RECOMMENDED ACTION:** Adopt Resolution No. 32 -2014: A Resolution Of The City Council of the City of Colfax authorizing the City Manager to update the Consultant Services Agreement with Nexgen Utility Management for the Crispin Cider Company Industrial User Permit

### **ISSUE STATEMENT AND DISCUSSION:**

Staff had previously identified Crispin Cider Company (Crispin), as an industrial user that discharges wastewater into the City's wastewater collection system. Crispin is a producer of alcoholic ciders at 1213 S. Auburn Street in Colfax. Staff and Crispin management have met several times over the past six months to understand Crispin's manufacturing process and deal with disruptions to the wastewater treatment plant that were possibly caused by Crispin's waste stream.

The City is enforcing a temporary restriction with Crispin that limits the type of materials and amounts of waste that they can discharge. Nexgen previously developed the industrial user permit and has been working with City staff to ensure Crispin remains in compliance. The existing contract has covered current work to date of approximately \$5,000, and staff is requesting an additional authorization of \$5,000, for a total expenditure not to exceed \$10,000. The staff has reviewed Nexgen's fees and finds them to be fair and reasonable for the proposed services.

The term of the contract will be extended through this fiscal year. Staff will seek reimbursement for the cost of the permit work from Crispin.

### **SUPPORTING DOCUMENTS:**

Resolution 32-2014

Nexgen Consultant Services Agreement

# City of Colfax

## City Council

### Resolution № 32-2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX  
AUTHORIZING THE CITY MANAGER TO UPDATE THE CONSULTANT  
SERVICES AGREEMENT WITH NEXGEN UTILITY MANAGEMENT FOR THE  
CRISPIN CIDER COMPANY INDUSTRIAL USER PERMIT

---

**Whereas**, Crispin Cider Company (Crispin), is an Industrial User that discharges wastewater into the City's wastewater collection system and has potential to disrupt the wastewater treatment plant due to fluctuations in waste stream.; and,

**Whereas**, the City is enforcing a temporary restriction with Crispin that limits the type of materials and amounts of waste that they can discharged; and

**Whereas**, Nexgen previously developed an industrial user permit and has been working with City staff to ensure Crispin remains in compliance; and

**Whereas**, Nexgen's fees are determined to be fair and reasonable,

**Now Therefore, Be It Resolved** by the City Council of the City of Colfax that the City Manager is hereby authorized to extend the contract with Nexgen through Fiscal Year 2014-15, not to exceed a total expenditure of \$10,000, and then seek reimbursement from the Industrial User.

**Passed and Adopted this 22th day of October by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

---

**Tony Hesch, Mayor**

**ATTEST:**

---

**Lorraine Cassidy, City Clerk**

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this 12<sup>th</sup> of September, 2012 by and between the City of Colfax, a municipal corporation of the State of California ("City") and Nexgen Utility Management ("Consultant").

### RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.

B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

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

#### **Section 1. Services.**

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

#### **Section 2. Time of Completion.**

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

#### **Section 3. Compensation.**

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

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

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

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

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

#### **Section 4. Professional Ability; Standard of Quality.**

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

#### **Section 5. Indemnification.**

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

#### **Section 6. Insurance.**

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

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

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

#### **Section 7. Subcontracts.**

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

**Section 8. Assignment.**

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

**Section 9. Entire Agreement.**

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

**Section 10. Jurisdiction.**

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

**Section 11. Suspension of Services.**

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

**Section 12. Termination of Services.**

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

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

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination,

and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

### **Section 13. Independent Contractor.**

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

### **Section 14. Ownership of Documents.**

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

### **Section 15. Changes and/or Extra Work.**

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

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

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

**Section 17. Retention of Records.**

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

**Section 18. Alternative Dispute Resolution**

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

unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

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

#### **Section 19. Severability.**

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

#### **Section 20. Entire Agreement; Amendment.**

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

#### **Section 21. Time of the Essence.**

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

#### **Section 22. Written Notification.**

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

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

If to Consultant: Nexgen Utility Management

4010 Lennane Drive  
Sacramento, CA 95834  
Attn: Dan Rich

**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 Bruce Lee Kranz

Signature Daniel Rich

Printed Name Bruce Lee Kranz

Printed Name Daniel Rich

Title City Manager

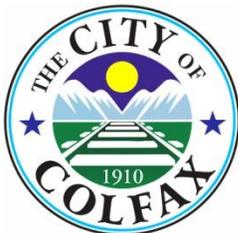
Title Principal, Vice President

Date 9/13/12

Date 8-17-12

APPROVED AS TO FORM:

[Signature]  
City Attorney



# STAFF REPORT TO THE COLFAX CITY COUNCIL

## For the October 22, 2014 Council Meeting

**FROM:** Staff

**PREPARED:** October 13, 2014

**SUBJECT:** Discuss And Consider Resolution No.33-2014: Authorizing The City Manager To File Claims Or Execute Agreements For:

- Local Transportation Funds In The Amount Of \$93,091 For Streets And Roads Purposes (Article 8 – Section 99400 Of The California Public Utilities Code)
- Local Transportation Funds Of \$6,060 For Transit Services (Article 8c, Section 99400C Of The California Public Utilities Code), And
- State Transit Assistance Funds In The Amount Of \$7,156 For Contracted Transit Services (Section 99313 Of The California Public Utilities Code, Chapter 4, Article 6.5)

<input type="checkbox"/>	N/A	<input type="checkbox"/>	FUNDED	<input type="checkbox"/>	UN-FUNDED	AMOUNT: N/A	FROM FUND: 250 Revenue
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**RECOMMENDED ACTION:** Adopt Resolution No. 33-2014 Authorizing the City Manager to File Claims to the Placer County Transportation Planning Agency (PCTPA) for the City of Colfax's Article 8 Local Transportation Funds and State Transit Assistance Funds for FY2013-2015.

### **ISSUE STATEMENT AND DISCUSSION:**

On August 27, 2014, the PCTPA Board adopted the FY 2014-2015 final findings of apportionment for the Local Transportation Fund (LTF). On September 24, 2014 the PCTPA Board adopted the FY 2014-2015 final fund allocation for State Transit Assistance (STA).

Staff has completed the required Claim Documentation for the City allocation for FY 2014-2015. The total amount allocated and being requested is \$106,307. This amount exceeds the amount estimated in the adopted budget for FY 2014-2015 by \$5,307 (budgeted allocation was \$101,000). The excess amount will reduce the amount of Gas Taxes to be applied to the Streets and Roads Fund for FY 2014-2015 or be available for other street and road expenditures.

### **RECOMMENDATION**

Staff recommends approval of Resolution and immediate submittal of claim forms for available funding.

### **SUPPORTING DOCUMENTS:**

1. Resolution 33-2014
2. PCTPA – Final Findings of Apportionment for FY2014-2015 (3 pages)
3. TDA Compliance Checklist (2 pages)
4. TDA Claim Worksheet (7 pages)
5. Claim for State Transit Assistance Funds
6. Claim for Local Transportation Funds – Transit Purposes
7. Claim for Local Transportation Funds – Streets and Road Purposes
8. TDA Annual Project and Financial Plan
9. Copy of Agreement with Placer County for Transit services (7 pages)

# City of Colfax

## City Council

### Resolution № 33-2014

AUTHORIZING THE CITY MANAGER TO FILE CLAIMS OR EXECUTE AGREEMENTS FOR:

- LOCAL TRANSPORTATION FUNDS IN THE AMOUNT OF \$93,091 FOR STREETS AND ROADS PURPOSES (ARTICLE 8 – SECTION 99400 OF THE CALIFORNIA PUBLIC UTILITIES CODE),
- LOCAL TRANSPORTATION FUNDS OF \$6060 FOR TRANSIT SERVICES(ARTICLE 8C, SECTION 99400C OF THE CALIFORNIA PUBLIC UTILITIES CODE), AND
- STATE TRANSIT ASSISTANCE FUNDS IN THE AMOUNT OF \$7156 FOR CONTRACTED TRANSIT SERVICES (SECTION 99313 OF THE CALIFORNIA PUBLIC UTILITIES CODE, CHAPTER 4, ARTICLE6.5)

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**Whereas**, Title 21, Chapter 3 of the California Administrative Code establishes procedures for applying for Local Transportation Funds; and

**Whereas**, The Placer County Transportation Planning Agency is authorized to receive and approve all claims for Local Transportation Funds and State Transit Assistance Funds.

**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 submit claims to the Placer County Transportation Planning Agency for the City of Colfax's Article 8 Local Transportation Funds and State Transit Assistance Funds.

**PASSED AND ADOPTED**, this 22<sup>nd</sup> Day of October, 2014, by the City Council of the City of Colfax, by the following roll call vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**Tony Hesch, Mayor**

**ATTEST:**

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**Lorraine Cassidy, City Clerk**

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY (PCTPA)  
FINAL FINDINGS OF APPORTIONMENT FOR FY 2014/2015 LOCAL TRANSPORTATION FUND (LTF)**

August 2014

		FY 2013/2014 Estimated Fund Balance Subtotal (1)	FY 2014/2015 Revenue Subtotal	FY 2014/2015 Apportionment Total
<b>PLACER COUNTY LTF REVENUE ESTIMATE</b>				
		\$1,243,007	\$20,216,588	\$21,459,595
TRPA Revenue Estimate (2)	2.9941%		\$605,314	\$605,314
TRPA LTF Fund Balance		\$37,109		\$37,109
<b>TRPA TOTAL</b>			\$605,314	\$642,423
County Auditor Administrative Costs			\$269	\$269
<b>BALANCE AVAILABLE FOR APPORTIONMENT BY TRPA</b>				\$642,154
<b>PCTPA Revenue Estimate</b>				
PCTPA LTF Fund Balance	97.0059%		\$19,611,275	\$19,611,275
PCTPA TOTAL		\$1,205,897	\$19,611,275	\$20,817,172
County Auditor Administrative Costs			\$8,731	\$8,731
PCTPA Administrative and Planning Costs (3)			\$425,000	\$425,000
Pedestrian and Bicycle Allocation (4)		\$24,118	\$383,551	\$407,669
Community Transit Service Article 4.5 Allocation (5)		\$47,271	\$751,760	\$799,031
South Placer Transportation Call Center - FY 2009/10 Unmet Transit Need (6)		\$0	\$300,000	\$300,000
<b>BALANCE AVAILABLE FOR APPORTIONMENT BY PCTPA</b>		\$1,134,508	\$17,742,233	\$18,876,741

<b>Apportionment of FY 2014/2015 PCTPA LTF Revenue Estimate by Jurisdiction</b>			
Jurisdiction	Population January 1, 2014	Percent (%)	Revenue Apportionment (7)
PLACER COUNTY	111,871	30.56%	\$5,743,963
AUBURN	13,804	3.77%	\$713,021
COLFAX	1,998	0.55%	\$103,282
LINCOLN	45,206	12.35%	\$2,334,286
LOOMIS	6,608	1.80%	\$341,521
ROCKLIN	59,672	16.30%	\$3,083,502
ROSEVILLE	126,956	34.68%	\$6,557,167
<b>TOTAL</b>	<b>366,115</b>	<b>100.00%</b>	<b>\$18,876,741</b>

<b>Apportionment of FY 2014/2015 PCTPA LTF Revenue Estimate Available to Claimant</b>			
Jurisdiction	Revenue Apportionment	Planning Contribution (8)	Available to Claimant
PLACER COUNTY	\$5,743,963	(\$229,759)	\$5,514,204
AUBURN	\$713,021	(\$28,521)	\$684,500
COLFAX	\$103,282	(\$4,131)	\$99,151
LINCOLN	\$2,334,286	(\$93,371)	\$2,240,914
LOOMIS	\$341,521	(\$13,661)	\$327,860
ROCKLIN	\$3,083,502	(\$123,340)	\$2,960,161
ROSEVILLE	\$6,557,167	(\$262,287)	\$6,294,880
<b>TOTAL</b>	<b>\$18,876,741</b>	<b>(\$755,070)</b>	<b>\$18,121,671</b>

**NOTES:**

- (1) FY 2013/14 LTF balance based on July 31, 2014 final fund estimate provided by Placer County Auditor.
- (2) Tahoe Regional Planning Agency receives funds proportional to its population within Placer County (see box below).
- (3) Apportioned per Section 7.1 PCTPA Rules & Bylaws for FY 2014/15 Final Overall Work Program and Budget, May 2014.
- (4) Pedestrian and Bicycle Allocation is 2% of the remaining apportionment, per PCTPA Board direction.
- (5) Community Transit Service Article 4.5 allocation is up to 5% of the remaining apportionment, per PCTPA Board direction.  
FY 2014/15 Article 4.5 allocation is set at 4%.
- (6) Establishment of a Centralized Call Center, Unmet Transit Needs (UTN) Final Report for FY 2009/10, PCTPA, May 27, 2009.  
FY 2014/15 cost estimate to operate the Call Center approved by the PCTPA Board on May 14, 2014.
- (7) FY 2013/14 carryover apportionment (see next page) uses May 2013 DOF population estimates.
- (8) PCTPA receives 4% of apportionment for regional planning purposes and implementation of MAP-21 C21 planning requirements.

<b>January 1, 2014 DOF Population Estimates</b>		
TRPA Population	10,962	2.9941%
PCTPA Population	355,153	97.0059%
<b>TOTAL</b>	<b>366,115</b>	<b>100.00%</b>

**Sources:**

1. Table E-1: City/County Population Estimates January 1, 2013 to January 1, 2014, DOF, May 1, 2014.
2. Western Slope and Tahoe Basin for Placer County as of January 1, 2014, DOF, June 2014.

**Calculation of FY 2013/14 PCTPA LTF Carryover  
Using 2013 Population - Western Slope**

Amount of FY 2013/2014 Carryover **\$1,205,897**

<b>POPULATION</b>			
<b>JURISDICTION</b>	<b>01-Jan-13</b>	<b>PERCENT</b>	<b>ALLOCATION</b>
<b>PLACER COUNTY</b>	99,039	28.56%	\$344,416
<b>AUBURN</b>	13,446	3.88%	\$46,760
<b>COLFAX</b>	1,969	0.57%	\$6,847
<b>LINCOLN</b>	43,818	12.64%	\$152,381
<b>LOOMIS</b>	6,493	1.87%	\$22,580
<b>ROCKLIN</b>	58,484	16.87%	\$203,383
<b>ROSEVILLE</b>	123,514	35.62%	\$429,530
<b>TOTAL</b>	<b>346,763</b>	<b>100.00%</b>	<b>\$1,205,897</b>

**Sources:**

1. Table E-1: City/County Population Estimates January 1, 2012 to January 1, 2013, DOF, May 2013.
2. FY 2013/2014 LTF balance based on July 31, 2014 final fund estimate provided by Placer County Auditor.

5-Aug-14

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY**  
**FY 2014/2015 STATE TRANSIT ASSISTANCE (STA) FINAL FUND ALLOCATION (EXCLUDING TAHOE BASIN)**  
**August 2014**

PUC 99313 Allocation <sup>(1)</sup>	\$1,365,858
PUC 99314 Allocation <sup>(2)</sup>	\$274,161
Total STA Allocation	\$1,640,019
4 Percent Allocation to WPCTSA <sup>(3)</sup>	\$54,634
Total PUC 99313 Allocation Available to Jurisdictions	\$1,311,224

**FY 2014/2015 Jurisdiction STA Final Fund Allocation**

Jurisdiction	January 2014 Population <sup>(4)</sup>	Percent	PUC 99313 Population Allocation	PUC 99314 Fare Revenue Allocation	Total Jurisdiction Allocation
Placer County	111,871	30.56%	\$400,661	\$223,468	\$624,129
Auburn	13,804	3.77%	\$49,438	\$1,668	\$51,106
Colfax	1,998	0.55%	\$7,156	\$0	\$7,156
Lincoln	45,206	12.35%	\$161,903	\$886	\$162,789
Loomis	6,608	1.80%	\$23,666	\$0	\$23,666
Rocklin	59,672	16.30%	\$213,713	\$0	\$213,713
Roseville	126,956	34.68%	\$454,687	\$48,139	\$502,826
<b>TOTAL</b>	<b>366,115</b>	<b>100.00%</b>	<b>\$1,311,224</b>	<b>\$274,161</b>	<b>\$1,585,385</b>

Notes: (1) 2014/2015 State Transit Assistance 99313 Allocation Final Estimate, California State Controller Division of Accounting and Reporting, August 12, 2014  
\$48,630 to reconcile FY 13/14 overallocation of 99313 funds.

(2) 2014/2015 State Transit Assistance 99314 Allocation Final Estimate, California State Controller Division of Accounting and Reporting, August 12, 2014 plus  
\$44,753 to reconcile FY 13/14 underallocation of 99314 funds based on 4th Quarter State Transit Assistance Allocation, State Controller's Office, August 14, 2014.

(3) 4% of unencumbered PUC 99313 Allocation goes to WPCTSA.

(4) Table E-1: City/County Population Estimates January 1, 2013 to January 1, 2014, California Department of Finance, June 2014.  
PUC = Public Utilities Code

City of Colfax

ANNUAL VERIFICATION OF TDA COMPLIANCE TO ACCOMPANY LTF AND STA CLAIMS FOR TRANSIT / STREETS AND ROADS PURPOSES

**PART I – ALL CLAIMANTS**

- 1. Date annual TDA fiscal and compliance audit was approved by PCTPA Board: \_\_\_\_\_
- 2. Is the claimant's retirement system fully funded?
  - YES
  - NO
- 3. Is the claimant using the maximum Federal funds available for transit and/or streets/roads purposes?
  - YES
  - NO

**PART II – TRANSIT CLAIMANTS**

N/A

- 4. Date Transit Operator's Financial Transaction Report was submitted to State Controller's Office: \_\_\_\_\_ Attach copy of dated, signed cover sheet from report.
- 5. Are public transit vehicles routinely staffed with one driver?
  - YES
  - NO (explain) \_\_\_\_\_
- 6. Has the proposed transit operating budget changed by more than 15% compared to the previous year?
  - NO
  - YES (explain) \_\_\_\_\_
- 7. Did the transit operator meet its minimum farebox recovery requirement during the previous fiscal year? (requirement: 15% - Roseville; 13.2% - Placer County; 10% - Auburn, Lincoln)
  - YES
  - NO (see below)

If the farebox recovery requirement was not met, then claimant must complete the following worksheet for the most recent fiscal year.

Transit operating expenses:	_____	+	
Capital purchases/reserves:	_____	=	
Subtotal:	_____	-	<b>LTF spent in most recent fiscal year cannot exceed result below.</b>
Federal revenues:	_____	-	
STA revenues:	_____	=	
Total:	_____	x 0.5 =	

8. Is there a prohibition on the employment of part-time drivers or on contracting with common carriers?

NO

YES (explain) \_\_\_\_\_

9. Are STA funds being used for transit operating purposes?

NO

YES (see below)

If STA funds are being used for transit operating purposes, list transit operating cost per vehicle revenue hour per year for the past three years. In calculating the operating cost, operators may exclude costs that exceed prior year costs, as adjusted by the CPI, for the following: ADA complementary paratransit service, fuel, power, and settlement payments. *Notes: (1) These items may also be excluded when computing the farebox recovery ratio. (2) You may refer to operating cost figures from TDA fiscal audits for the applicable fiscal year.*

Operating cost per vehicle revenue hour in FY 2011/12: \_\_\_\_\_

Operating cost per vehicle revenue hour in FY 2012/13: \_\_\_\_\_

Operating cost per vehicle revenue hour in FY 2013/14: \_\_\_\_\_

10. Describe or attach current fare structure:

11. Attach copy of latest CHP terminal inspection report.

12. Each transit claimant must report on efforts to implement recommendations included in the FY 2009/10 through FY 2011/12 triennial performance audit, which was completed in June 2013 (attach additional pages as necessary).

**PLACER COUNTY TRANSPORTATION PLANNING AGENCY  
TRANSPORTATION DEVELOPMENT ACT CLAIM WORKSHEET  
2014/2015**

CITY/COUNTY OF: \_\_\_\_\_

Colfax

Part 1 of 4

**ESTIMATED PUBLIC TRANSIT REVENUES AND EXPENSES FOR FISCAL YEAR  
2013/14**

**I. FY 2013/14 AVAILABLE RESOURCES**

<b>A. Carryover from prior fiscal year</b> (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2013. From TDA Financial Audit Report)	\$	-
<b>B. Interest Earnings through June 30, 2013.</b>	\$	-
<b>C. Federal Grants &amp; Reimbursements received in 2013/14:</b>		
1. FTA Planning Assistance	\$	-
2. FTA Operating Assistance	\$	-
3. FTA Capital Assistance	\$	-
4. Other	\$	-
<b>D. State Grants (Source/Amount):</b>	\$	-
<b>E. Local Cash Grants:</b>		
1. LTF-Operations/Capital (PUC 99260a; Article 4)	\$	-
2. LTF-Community Transit Services(PUC 99275; Article 4.5)	\$	-
3. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$	5,989.00
4. LTF-Capital Reserve Contribution (CCR 6648)	\$	-
5. LTF-Capital expenses for contracted transit services (PUC 99400e; Article 8e)	\$	-
6. STAF-Operations (CCR 6730a)	\$	-
7. STAF-Capital (CCR 6730b)	\$	-
8. STAF-Community Transit Services (CCR 6730d; <CTSA>)	\$	6,886.00
9. STAF-Contracted Service (CCR 6731b)	\$	-
10. Other	\$	-
<b>F. Operating Revenues:</b>		
1. Passenger Fares	\$	-
2. Charters	\$	-
3. Other	\$	-
<b>G. Other Revenues</b>	\$	-
<b>H. TOTAL FY 2013/14 AVAILABLE RESOURCES (A+B+C+D+E+F+G)</b>	\$	12,875.00

<b>II. FY 2013/14 PROJECTED EXPENSES &amp; USES</b>
---

<b>I. Personnel</b>	
1. Administrative Salaries and Wages	\$ -
2. Operating Salaries and Wages	\$ -
3. Other Salaries and Wages	\$ -
4. Fringe Benefits	\$ -
<b>J. Services and Supplies</b>	
1. Professional Services	\$ -
2. Maintenance Services	\$ -
3. Other Services	\$ -
4. Vehicle Materials & Supplies	\$ -
5. Utilities	\$ -
6. Insurance	\$ -
7. Purchased Transit Services	\$ 12,875.00
8. Miscellaneous	\$ -
9. Interest	\$ -
10. Leases & Rentals	\$ -
<b>K. Capital Assets (Itemize)</b>	
1.	\$ -
2.	\$ -
3.	\$ -
4.	\$ -
5.	\$ -
<b>L. Other Uses:</b>	
Capital Outlay Reserve Contribution (CCR 6648)	\$ -
<b>M. TOTAL FY 2013/14 EXPENSES &amp; USES (I+J+K+L)</b>	<b>\$ 12,875.00</b>
<b>N. Estimated Deferred Revenue as of June 30, 2014 (H-M)</b>	<b>\$ -</b>

## Part 2 of 4

**BUDGETED PUBLIC TRANSIT REVENUES & EXPENSES FOR FISCAL YEAR  
2014/15****I. FY 2014/15 NON-TDA BUDGETED RESOURCES & DEFERRED REVENUE**

<b>A. Carryover from prior fiscal year</b> (Unexpended prior year transit cash receipts held in claimants treasury as of June 30, 2014-- From Part 1, line N)	\$	-
<b>B. Interest earnings through June 30, 2014</b>	\$	-
<b>C. Federal Grants &amp; Reimbursements</b>		
1. FTA Planning Assistance	\$	-
2. FTA Operating Assistance	\$	-
3. FTA Capital Assistance	\$	-
4. Other	\$	-
<b>D. State Grants (Source/Amount):</b>		
1.	\$	-
2.	\$	-
<b>E. Local Non-TDA Cash Grants:</b>		
1.	\$	-
2.	\$	-
3.	\$	-
<b>F. Operating Revenues:</b>		
1. Passenger Fares	\$	-
2. Charters	\$	-
3. Other	\$	-
<b>G. Other Revenues</b>		
1.	\$	-
<b>H. TOTAL FY 2014/15 CARRYOVER &amp; NON-TDA BUDGETED RESOURCES (A+B+C+D+E+F+G)</b>	\$	-

<b>I. TOTAL FY 2014/15 CARRYOVER &amp; NON-TDA BUDGETED RESOURCES (From Line H)</b>		\$	-
<b>II. FY 2014/15 PROJECTED EXPENSES &amp; USES</b>			
<b>J. Personnel:</b>			
1. Administrative Salaries and Wages		\$	-
2. Operating Salaries and Wages		\$	-
3. Other Salaries and Wages		\$	-
4. Fringe Benefits		\$	-
<b>K. Services and Supplies:</b>			
1. Professional Services		\$	-
2. Maintenance Services		\$	-
3. Other Services		\$	-
4. Vehicle Materials & Supplies		\$	-
5. Utilities		\$	-
6. Insurance		\$	-
7. Purchased Transit Services		\$	13,216.00
8. Miscellaneous		\$	-
9. Interest		\$	-
10. Leases & Rentals		\$	-
<b>L. Capital Assets (Itemize):</b>			
1.		\$	-
2.		\$	-
3.		\$	-
4.		\$	-
5.		\$	-
<b>M. Other Uses:</b>			
1. Capital Outlay Reserve Contribution.(CCR 6648)		\$	-
2.		\$	-
<b>N. TOTAL FY 2014/15 EXPENSES &amp; USES (J+K+L+M)</b>		\$	13,216.00
<b>O. Unfunded Balance (I - N)</b>		\$	(13,216.00)

<b>O. Unfunded Balance (I - N)</b>	<b>\$ (13,216.00)</b>
<b>III. FY 2014/15 TDA TRANSIT CLAIMS</b>	
<b>P. FY 2014/15 LTF TRANSIT CLAIMS:</b>	
1. LTF-Operations/Capital (PUC 99260a; Article 4)	\$ -
2. LTF-Community Transit Services (PUC 99275; Article 4.5)	\$ -
3. LTF-Contracted Transit Service (PUC 99400c; Article 8c)	\$ 6,060.00
4. LTF-Capital Reserve Contribution (CCR 6648)	\$ -
5. LTF-Capital for contracted transit service (PUC 99400e; Article 8e)	\$ -
<b>6. TOTAL LTF CLAIM (P1+P2+P3+P4+P5)</b>	<b>\$ 6,060.00</b>
<b>Q. FY 2014/15 STAF CLAIMS:</b>	
1. STAF-Operations (CCR 6730a)	\$ -
2. STAF-Capital (CCR 6730b)	\$ -
3. STAF-Community Transit Services (CCR 6730d) / CTSA	\$ -
4. STAF-Contracted Service (CCR 6731b)	\$ 7,156.00
<b>5. TOTAL STF CLAIM (Q1+Q2+Q3+Q4)</b>	<b>\$ 7,156.00</b>
<b>R. TOTAL 2014/15 TRANSIT CLAIMS (P6 + Q5)</b>	<b>\$ 13,216.00</b>

## Part 3 of 4

**ESTIMATED STREETS AND ROADS TDA EXPENDITURES FOR FISCAL YEAR 2013/14**

<b>I. FY 2013/14 AVAILABLE TDA STREET AND ROAD RESOURCES</b>	
<b>A. Carryover from prior fiscal year</b> (Actual Unexpended Prior Year TDA Streets And Roads Cash Receipts Held in Claimant's Treasury as of June 30, 2013. From TDA Fiscal Audits)	\$ -
<b>B. FY 2013/14 TDA Cash Receipts from LTF trust fund for streets and roads purposes</b> (PUC 99400a).	\$ 85,968.00
<b>C. Interest Earned on claimant TDA streets and roads cash balances through June 30, 2014.</b>	\$ -
<b>D. Total FY 2013/14 Available TDA Street and Road Resources. (A+B+C)</b>	\$ 85,968.00
<b>II. FY 2013/14 TDA STREET AND ROAD EXPENDITURES</b>	
<b>E. Administration and Engineering</b>	\$ 15,743.00
<b>F. Maintenance</b>	\$ 65,263.00
<b>G. Construction</b>	\$ -
<b>H. Equipment</b>	\$ 4,962.00
<b>I. Other</b>	\$ -
<b>J. TOTAL FY 2013/14 EXPENDITURES (E+F+G+H+I)</b>	\$ 85,968.00
<b>K. Estimated Carryover of TDA Street and Road Revenues at JUNE 30, 2014 (D-J)</b>	\$ -

## Part 4 of 4

**STREETS AND ROADS TDA BUDGET FOR FISCAL YEAR 2013/14**

<b>I. FY 2014/15 AVAILABLE TDA STREET AND ROAD RESOURCES</b>	
<b>A. Carryover as of June 30, 2014 (From Part 3, Line K.)</b>	\$ -
<b>B. 2014/15 TDA Funds Available For Streets And Roads</b>	
1. FY 2014/15 LTF Total Apportionment (From PCTPA)	\$ 99,151.00
2. FY 2014/15 LTF Transit Claim (From Part 2, Line P6)	\$ 6,060.00
3. Balance of 2014/15 LTF Apportionment (B1-B2)	\$ 93,091.00
4. FY 2014/15 LTF Apportionment To be Claimed for Streets and Roads Purposes Pursuant to PUC 99400a. (Can Not Exceed Line B3)	\$ 93,091.00
<b>C. FY 2013/14 Estimated Interest Earned on TDA Cash Balances through June 30, 2014.</b>	\$ -
<b>D. Total Estimated FY 2014/15 Available TDA Resources. (A+B4+C)</b>	\$ 93,091.00

<b>II. FY 2014/15 ESTIMATED EXPENDITURES</b>	
<b>H. Administration and Engineering</b>	\$ 70,000.00
<b>I. Maintenance</b>	\$ 18,000.00
<b>J. Construction</b>	\$ -
<b>K. Equipment</b>	\$ 5,091.00
<b>L. Other</b>	\$ -
<b>M. Other</b>	\$ -
<b>N. Total FY 2014/15 Estimated Expenditures (H+I+J+K+L+M)</b>	\$ 93,091.00
<b>O. Estimated Carryover as of June 30, 2015 (D-N)</b>	\$ -

**CLAIM FOR STATE TRANSIT ASSISTANCE FUNDS**

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY  
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Colfax  
ADDRESS: PO Box 702 / 33 S. Main Street  
Colfax, CA 95713  
CONTACT PERSON: Laurie Van Groningen  
Phone: 530-346-2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for State Transit Assistance be approved in the amount of \$ 7,156 for Fiscal Year 2014/15 , to be drawn from the State Transit Assistance fund deposited with the Placer County Treasurer.

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget.

**APPROVED:**

PLACER COUNTY  
TRANSPORTATION PLANNING AGENCY  
BOARD OF DIRECTORS

APPLICANT

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

TITLE: \_\_\_\_\_

TITLE: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CLAIM FOR LOCAL TRANSPORTATION FUNDS**  
**TRANSIT PURPOSES**

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY  
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Colfax

ADDRESS: PO Box 702 / 33 S Main Street

Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen

Phone: 530-346-2313 Email: laurie.van groningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code, commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2014/15, in the following amounts for the following purposes to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

- P.U.C. 99260a, Article 4, Transit Operations/Capital: \$ \_\_\_\_\_
- P.U.C. 99275, Article 4.5, Community Transit Services: \$ \_\_\_\_\_
- P.U.C. 99400c, Article 8c, Contracted Transit Services: \$ 6,060
- C.C.R. 6648, Capital Reserve: \$ \_\_\_\_\_
- P.U.C. 99400e, Article 8e, Capital for Contracted Services: \$ \_\_\_\_\_

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant.

**APPROVED:**

PLACER COUNTY  
TRANSPORTATION PLANNING AGENCY  
BOARD OF DIRECTORS

APPLICANT

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

TITLE: \_\_\_\_\_

TITLE: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CLAIM FOR LOCAL TRANSPORTATION FUNDS**  
**STREETS & ROADS PURPOSES**

TO: PLACER COUNTY TRANSPORTATION PLANNING AGENCY  
299 NEVADA STREET, AUBURN, CA 95603

FROM: CLAIMANT: City of Colfax

ADDRESS: PO Box 702 / 33 S. Main Street

Colfax, CA 95713

CONTACT PERSON: Laurie Van Groningen

Phone: 530-346-2313 Email: laurie.vangroningen@colfax-ca.gov

The City of Colfax hereby requests, in accordance with the State of California Public Utilities Code commencing with Section 99200 and the California Code of Regulations commencing with Section 6600, that this claim for Local Transportation Funds be approved for Fiscal Year 2014/15, for street and road purposes (P.U.C. 99400a) in the amount of \$ 93,091 to be drawn from the Local Transportation Fund deposited with the Placer County Treasurer:

When approved, this claim will be transmitted to the Placer County Auditor for payment. Approval of the claim and payment by the County Auditor to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan and budget. Claimant must submit a complete Fiscal and Compliance Audit for the prior fiscal year prior to issuance of instructions to the County Auditor to pay the claimant.

**APPROVED:**

PLACER COUNTY  
TRANSPORTATION PLANNING AGENCY  
BOARD OF DIRECTORS

APPLICANT

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

TITLE: \_\_\_\_\_

TITLE: City Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**TDA ANNUAL PROJECT AND FINANCIAL PLAN**

This form will show the planned expenditures of all TDA funds claimed for the fiscal year in addition to any TDA funds carried over from previous years. Briefly describe all operational, capital and/or streets and roads projects which will be funded by TDA moneys. **Please show BOTH prior year TDA funds (if any) and current year TDA funds to be used**, provide the total cost of each project, and indicate all other sources of funding associated with each project. For capital projects, the projects listed and their associated costs and funding sources should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) listed below should balance for each project. See attached sample plan for additional guidance.

Claimant: \_\_\_\_\_ City of Colfax \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ 2014/2015 \_\_\_\_\_

<b><u>Brief Project Description</u></b>	<b><u>Project Cost</u></b>	<b><u>Source of Funding &amp; Amount</u></b>
Public Transit with Placer County	\$13,216 Placer County Transit Services  1/2 of contract - Placer County gets FTA3511	STA Transit \$7,156 LTF Transit \$6,060  Total \$13,216
TDA Streets and Roads - Roadway maintenance, construction and related equipment	Streets & Roads \$ 148,485  Adopted Budget for fiscal year 2014-2015	LTF \$93,091 Gas Taxes \$55,394  Total \$148,485

**TDA ANNUAL PROJECT AND FINANCIAL PLAN**

This form will show the planned expenditures of all TDA funds claimed for the fiscal year in addition to any TDA funds carried over from previous years. Briefly describe all operational, capital and/or streets and roads projects which will be funded by TDA moneys. **Please show BOTH prior year TDA funds (if any) and current year TDA funds to be used**, provide the total cost of each project, and indicate all other sources of funding associated with each project. For capital projects, the projects listed and their associated costs and funding sources should be consistent with the budget developed in the TDA Claim Worksheet completed for the submittal of this claim. The total project cost and total funding source(s) listed below should balance for each project. See attached sample plan for additional guidance.

Claimant: \_\_\_\_\_ City of Colfax \_\_\_\_\_

Fiscal Year: \_\_\_\_\_ 2014/2015 \_\_\_\_\_

<b><u>Brief Project Description</u></b>	<b><u>Project Cost</u></b>	<b><u>Source of Funding &amp; Amount</u></b>
Public Transit with Placer County	\$13,216 Placer County Transit Services  1/2 of contract - Placer County gets FTA3511	STA Transit \$7,156 LTF Transit \$6,060  Total \$13,216
TDA Streets and Roads - Roadway maintenance, construction and related equipment	Streets & Roads \$ 148,485  Adopted Budget for fiscal year 2014-2015	LTF \$93,091 Gas Taxes \$55,394  Total \$148,485



PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS

Ken Grehm, Director  
Peter Kraatz, Assistant Director  
Robert Costa, Deputy Director

March 13, 2014

Laurie Van Groningen  
City of Colfax  
PO Box 702  
Colfax, CA 95713



**Re: AGREEMENT REGARDING TRANSIT SERVICE TO THE CITY OF COLFAX,  
CONTRACT #12368 – 14/15 Exhibits**

Dear Ms. Van Groningen:

As agreed in Contract #12368, which will automatically renew on July 1, 2014, attached for your review please find updated Exhibits A – D. These exhibits list transit service schedules and cost details for fiscal year 2014/15. This is being sent to satisfy Section II C of our agreement. The total estimated cost for FY 2014/15 is \$13,216, which is higher than FY 2013/14 (\$12,875). The higher cost is attributed to the increased percentage of commuter bus ridership from .08% to 2.8% as verified by the January 2013 on-board survey.

If you have any questions or would like to discuss the schedules and cost details further, please call me at (530) 745-7582.

Sincerely,

A handwritten signature in blue ink, appearing to read "Will Garner".

Will Garner  
Public Works Manager

Attachments: Exhibits A – D

## Exhibit A Intercity Route Service Schedule

Colfax / Alta		
<b>This service is available on weekdays only.</b>		
<i>Reservations required for Alta destinations.</i>		
Eastbound	A.M.	P.M.
Auburn Station	7:00	3:15
Elder's	By Reservation Only	By Reservation Only
Bowman	By Reservation Only	By Reservation Only
Meadow Vista	By Reservation Only	By Reservation Only
Applegate	By Reservation Only	By Reservation Only
Weimar	By Reservation Only	By Reservation Only
Colfax Amtrak	7:20	3:45
Gold Run	By Reservation Only	By Reservation Only
Dutch Flat	By Reservation Only	By Reservation Only
Alta Store	8:00	4:15
<b>This service is available on weekdays only.</b>		
<i>Reservations required for Alta destinations.</i>		
Westbound	A.M.	P.M.
Alta Store	8:00	4:15
Dutch Flat	By Reservation Only	By Reservation Only
Gold Run	By Reservation Only	By Reservation Only
Colfax Amtrak	8:20	4:45
Weimar	By Reservation Only	By Reservation Only
Applegate	By Reservation Only	By Reservation Only
Meadow Vista	By Reservation Only	By Reservation Only
Bowman	By Reservation Only	By Reservation Only
Elder's	By Reservation Only	By Reservation Only
Auburn Station	Drop Off Only	Drop Off Only

For information, call Placer County Transit at (530) 885-BUSS or (916) 784-6177, or send email to [pct@placer.ca.gov](mailto:pct@placer.ca.gov)

**Service does not operate on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.**

## Exhibit B Regional Fixed Route Service Schedule

Connection with Taylor Road Shuttle made at Sierra College:  
Westbound at: 17 minutes past the hour and eastbound at :40 minutes past the hour.

**PCT operates Monday - Saturday. No service on Sunday.**

Auburn to Light Rail															
								Saturday times appear shaded							
	A.M.							P.M.							
Auburn Station	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00
Sierra College	5:17	6:17	7:17	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	5:17	6:17	7:17
Galleria	5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30
Louis Ln & Orlando	5:40	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	6:40	7:40
Light Rail-Watt/I-80	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00

**PCT operates Monday - Saturday. No service on Sunday.**

Light Rail to Auburn															
(First bus holds for 6:10 LRT arrival)											Saturday times appear shaded				
	A.M.							P.M.							
Light Rail-Watt/I-80	6:10	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00
Louis Ln & Orlando	6:15	7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10	6:10	7:10	8:10
Galleria	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30	7:30	8:30
Sierra College	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	*6:40	7:40	8:40
Auburn Station	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00

For information, call Placer County Transit at (530) 885-BUSS or (916) 784-6177, or send email to [pct@placer.ca.gov](mailto:pct@placer.ca.gov)

**Service does not operate on New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.**

## Exhibit C Commuter Bus Service

Operates on Monday through Friday only

Does not operate on New Year's Day, Martin Luther King Jr. Day,  
President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day,  
Columbus Day, Veterans Day, Thanksgiving and Day After, and Christmas Day

### Placer Commuter Express Bus Schedule - Effective May 27, 2008

	Morning Departures - AM			
	Bus	Bus	Bus	Bus
	1	2	3	4
Colfax Depot - Main St	5:20	5:40	6:23	****
Clipper Gap Park 'n' Ride	5:32	5:52	6:35	****
Auburn Station - Nevada St	5:43	6:03	****	6:37
Penryn Park 'n' Ride	5:55	6:15	6:50	****
Loomis Station - Taylor/Horseshoe Bar	5:59	6:19	****	6:53
Rocklin Station - Pacific St/Rocklin Rd	6:06	6:26	****	7:00
Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	6:15	6:35	7:00	****

\*\*\*\* Buses 3 and 4 depart from select bus stops only.

	Evening Departures - PM			
	Bus	Bus	Bus	Bus
	1	2	3	4
J St. & 4th St.	4:17	4:22	4:32	5:15
J St. & 8th St.	4:19	4:24	4:34	5:17
J St. & 11 St.	4:21	4:26	4:36	5:19
15th St. & K St.	4:24	4:29	4:39	5:22
15th St. & N St.	4:25	4:30	4:40	5:23
P St. & 13th St.	4:27	4:32	4:42	5:25
P St. & 9th St.	4:30	4:35	4:45	5:28
P St. & 5th St.	4:32	4:37	4:47	5:30

	Morning Arrivals - AM			
	Bus	Bus	Bus	Bus
J St. & 4th St.	6:50	7:10	7:40	7:40
J St. & 8th St.	6:51	7:11	7:41	7:41
J St. & 11 St.	6:52	7:12	7:42	7:42
15th St. & K St.	6:55	7:15	7:45	7:45
15th St. & N St.	6:56	7:16	7:46	7:46
P St. & 13th St.	6:57	7:17	7:47	7:47
P St. & 9th St.	6:58	7:18	7:48	7:48
P St. & 5th St.	7:00	7:20	7:50	7:50

	Evening Arrivals - PM			
	Bus	Bus	Bus	Bus
Roseville - Taylor Rd Park 'n' Ride next to Sunsplash	5:12	****	5:27	6:10
Rocklin Station - Pacific St/Rocklin Rd	****	5:17	5:35	6:18
Loomis Station - Taylor/Horseshoe Bar	****	5:24	5:42	6:25
Penryn Park 'n' Ride	5:24	****	5:49	6:32
Auburn Station - Nevada St	****	5:40	6:00	6:43
Clipper Gap Park 'n' Ride	5:39	****	6:12	6:55
Colfax Depot - Main St	5:51	****	6:24	7:07

\*\*\*\* Buses 1 and 2 return to select bus stops only.

## Exhibit D FY 2014/15 Calculation of Transit Service Charges

### Intercity Route Service (Auburn/Colfax/Alta)

Total cost per vsh =	\$102.00
Estimated fare per vsh =	<u>- \$3.61</u>
= Charge per vsh	\$98.39

Minutes per round trip allocated to Colfax = 25 minutes  
 Number of round trips per weekday = 2  
 Number of round trips per Saturday = 0  
 Number of weekdays in service per year = 252  
 Number of Saturdays in service per year = 0  
 TOTAL round trips per year = (2 x 252) = 504  
 TOTAL VSH per year = (504 x 25 min)/(60 min) = 210

**TOTAL LOCAL SERVICE CHARGE = \$98.39 x 210 vsh = \$20,662**

### Regional Fixed Route Service (Auburn – Light Rail)

Fuel cost per service mile =	\$.35
Maintenance cost per service mile =	<u>\$.56</u>
Mileage cost per unit =	\$.91

Total cost per vsh =	\$102.00
Estimated fare per vsh = -	<u>\$14.14</u>
= Charge per vsh	\$87.86

Total Placer County west slope population = 346,763  
 Percentage of population in COLFAX = 1,969 / 346,763 = .57%  
 Miles per run added for extension to Light Rail = 15.17  
 Number of runs per weekday = 15  
 Number of runs per Saturday = 10  
 Vehicle Service Hours added per weekday = 2  
 Vehicle Service Hours added per Saturday = 2  
 Number of weekdays in service per year = 252  
 Number of Saturdays in service per year = 52  
 Total Number of runs on Express Route per year = (15 x 252) + (10 x 52) = 4,300  
 Total miles added on express route for extension to Light Rail = 4,300 x 15.17 = 65,231  
 Total Number of Service Hours added per year = (2 x 252) + (2 x 52) = 608  
 Mileage extension allocated to COLFAX = 65,231 x .57% = 371.82  
 Added service hours allocated to COLFAX = 608 x .57% = 3.47

**TOTAL REGIONAL FIXED ROUTE SERVICE CHARGE = (371.82 x \$.91) + (3.47 x \$87.86) = \$338.36 + \$304.87 = \$643.23 = \$643**

**Exhibit D continued  
FY 2014/15 Calculation of Transit Service Charges**

**Commuter Bus Service (Placer Commuter Express)**

Commuter Bus Contract for FY 2014/15= \$551,279  
 Revenue from Fares = (\$427,000)  
 Net Program Cost for FY 2014/15= \$124,279  
 Percentage of COLFAX residents riding Commuter Bus Service from Jan. 2013  
 on-board survey = 2.8%

**TOTAL COMMUTER SERVICE CHARGE = \$124,279 x 2.8% = 3,479.81 = \$3,480**

<b>Calculation of Bus Replacement Costs for Placer County Transit</b>		<u>Allocation of Service Miles</u>	
City of Colfax		Local Service	8,230
Total Bus Cost for 5 year Plan	\$ 3,727,685	LRT Extension	387
Grant Funds (credit)	\$ 2,678,300	Total	8,617
Remaining Cost to County	\$ 1,049,385		
Number of buses	11		
Cost per bus (after grants)	\$ 95,398.64		
Lifetime bus miles	500,000		
Cost per lifetime bus mile	\$ 0.1908		
Colfax Service Miles	8,617		
Reimbursement for FY 2014/15	\$ 1,644		
<b>Total Annual Charge</b>	<b>\$ 1,644</b>		

**FTA 5311 Operating Assistance**

As described in Section IIB.

**Credit for FY 14/15 = -13,213**

**Total Charges for FY 2014/15**  
 $\$20,662 + \$643 + \$3,480 + \$1,644 - \$13,213 = \$13,216$

### 2013 PCE Commuter Survey Where Commuters Live

