CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR KIM DOUGLASS • MAYOR PRO-TEM TOM PARNHAM
COUNCILMEMBERS • KEN DELFINO • STEVE HARVEY • TONY HESCH

REGULAR MEETING AGENDA
April 8, 2015
Regular Session begins at 7:00 PM

1) CONVENE OPEN SESSION

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

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 of City Council Meeting of March 11, 2015**

Recommendation: Approve the Minutes of the Regular Meeting of March 11, 2015.

2B. **Cash Summary Report February 2015**

Recommendation: Receive and File.

2C. **Master Agreement for Caltrans State-Funded Transportation Projects**

Recommendation: Adopt Resolution No. 6-2015 Authorizing the execution of a Master Agreement administering an Agency-State Agreement for State-Funded Projects, Agreement No. 00452S, and Authorizing the City Manager to execute the Agreement and all related documents to the Agreement, on the City's behalf.

2D. **Mosquito and Vector Control Awareness Week**

Recommendation: Adopt Resolution No. 7-2015: Recognizing West Nile Virus and Mosquito and Vector Control Awareness Week 2015.

2E. Award Construction Contract for the Grass Valley Street Utility Undergrounding, Project No. 14-01

Recommendation: : 1) Adopt Resolution No. 8-2015 Authorizing the City Manager to execute a Construction Contract with Hudson Excavation, Inc. in the amount of $189,473.00 and approve Construction Budget of $201,026 as a contingency; 2) Authorize the City Manager to enter into reimbursement Agreements with PG&E, Verizon and Wave Communication.

3) COUNCIL, STAFF AND OTHER REPORTS

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

3A. **Committee Reports and Colfax Informational Items - All Councilmembers**

3B. **City Operations Update – City staff**

3C. **Additional Reports – Agency partners**

4) PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject jurisdiction of the City Council 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) PUBLIC HEARING

NOTICE TO THE PUBLIC: City Council will take the following actions when considering a matter scheduled for hearing:

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

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

The City Council encourages the participation of the public. To ensure the expression of all points of view, and to maintain the efficient conduct of the City's business, members of the public who wish to address the Council shall do so in an orderly manner. The audience is asked to refrain from positive or negative actions such as yelling, clapping or jeering that may intimidate other members of the public from speaking. Members of the public wishing to speak may request recognition from the presiding officer by raising his or her hand, and stepping to the podium when requested to do so.

5A. **44 Gearhart Lane Abatement**

STAFF PRESENTATION: Mick Cabral, City Attorney

RECOMMENDATION: Adopt Resolution 9-2015 Confirming as Submitted the Report of Costs of Abatement for the Real Property Located at 44 Gearhart Lane, Colfax, California, Placer County Assessor's Parcel Number 006–022–002–000, Authorizing the Abatement Costs to be Levied as a Special Assessment against said Property, and Authorizing Recordation of a Special Assessment Lien.

6) COUNCIL BUSINESS

6A. **Review of Facade Mural at 38 N Main Street Above Café Luna Restaurant**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Adopt Resolution 10-2015 approving the proposed Facade Mural at 38 N Main Street above Care Luna Restaurant.

6B. **Update on General Plan Traffic Requirements**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Receive the Staff Report on General Plan Traffic Requirements, Discuss and Direct Staff as Appropriate

6C. **Approval of Lift Station #2 Pump Upgrade**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Adopt Resolution 11-2015 Authorizing the City Manager to purchase two new Lift Station Pumps in the amount of $16,614 and have them completely installed for an amount not to exceed $6,500.

6D. **Consultant Services Agreement with TLA Engineering & Planning (TLA) for the North Main Bike Route Improvement Project**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Adopt Resolution 12-2015 Authorizing the City Manager to execute a Consultant Services Agreement in the amount of $12,900 with TLA Engineering, Inc and Planning for the North Main Bike Route Improvement Project.

6E. **Appoint Representative and Alternate to Placer Sierra Fire Safe Council (PSFSC)**

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Appoint Mayor Pro Tem Parnham and select alternate for the PSFSC.

7) ADJOURNMENT

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

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

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, March 11, 2015
City Hall Council Chambers
33 S. Main Street, Colfax CA

Presentation by State of Jefferson Proponents to Public from 6:00 PM to 7:00 PM

1 CALL REGULAR MEETING TO ORDER

The Regular Council meeting was called to order at 7:04 PM by Mayor Douglass.

1A. **The Pledge of Allegiance** was led by Colfax High School Principal Paul Lundberg.

1B. **Roll Call:**
Councilmembers present: Delfino, Douglass, Harvey, Hesch, and Parnham

1C. **Approval of Agenda:**

On a motion by Councilmember Delfino, seconded by Mayor Pro Tem Parnham, the City Council approved the agenda.
AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

1D. **Introduction and Welcome: Colfax High School Principal Paul Lundberg**
Principal Lundberg invited the public and Council to a Community Forum on Campus Thursday March 12, 2015. The meeting will focus on facility needs and community outreach. He mentioned that the school needs a pool which should be used as a community pool and some of the buildings need to be modernized.

Mayor Douglass invited the public to visit the high school at noon Friday to see the school first-hand. Councilmember Delfino thanked Principal Lundberg for hiring the new basketball coach.

2 CONSENT CALENDAR

2A. **Minutes of the City Council Meeting of February 25, 2015**
Recommendation: Approve the Minutes of the Regular Meeting of February 25, 2015.

2B. **Contract List Update**
Recommendation: Informational Only

2C. **Approval of Equalization Basin Pump Upgrade**
Recommendation: Authorize the City Manager to purchase a new wastewater pump for the wastewater treatment facility.

2D. **On-Call Construction Management and Inspection Services Consultant Agreement**
Recommendation: Adopt Resolution 4-2015 Authorizing the City Manager to Execute a Consultant Service Agreement on Behalf of the City with 4Leaf, Inc. and Vali Cooper Associates, Inc.

Councilmember Delfino pulled item 2D for discussion

On a motion by Councilmember Harvey, seconded by Councilmember Hesch, the City Council approved items 2A, 2B, and 2C of the Consent Calendar.

AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

2D. **On-Call Construction Management and Inspection Services Consultant Agreement**

Council discussed the contracts and requested that staff modify the fee and rate schedules on the contracts. (The rate sheet has subsequently been modified to eliminate premium and overtime charges).

On a motion by Mayor Pro Tem Parnham, seconded by Councilmember Delfino, the City Council adopted Resolution 4-2015 Authorizing the City Manager to Execute a Consultant Service Agreement on behalf of the City with 4Leaf, Inc. and Vali Cooper Associates, Inc.

AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

3 COUNCIL, STAFF AND OTHER REPORTS

3A. **Committee Reports and Colfax Informational Items – All Councilmembers**

Councilmember Delfino

- Nothing to report concerning Colfax

Mayor Douglass

- Attended the SEDCorp meeting with nothing to report directly affecting Colfax.
- Attended the Pathfinders meeting.
- Discussed the closed Colfax landfill with representatives of the EPA.

Councilmember Harvey

- Attended the dinner for David Breninger's retirement from Placer County Water Agency. Over 150 people attended the event including many local dignitaries.

Councilmember Hesch

- Shared results of his research regarding disadvantaged community status. According to his research, Colfax doesn't fit into any categories for disadvantaged status. City Manager Miller explained that this categorization is based on a complex algorithm applied to a demographic survey. After discussing the topic with staff, he believes the survey may have included unincorporated areas. Staff will continue investigating this issue and report back to Council.

Mayor Pro Tem Parnham

- Nothing to report concerning Colfax

3B. **City Operations Updates – City Staff**

City Manager Miller

- The Colfax Elementary School Kindergartners visited City Hall and sent a thank you booklet and coloring pages.
- Problems at pump station 2 continue with the system currently running at ½ capacity because the motor shafts on 2 of the 4 pumps at Lift Station 2 have snapped. Staff has ordered an emergency diesel bypass pump from Rain For Rent, for approximately $3,500/month. Staff is exploring emergency replacement options, possibly costing $25,000. We hopefully will have the most cost-effective option back to recommend to City Council at the next meeting.
- The Garden Club has donated 2 more train-shaped brackets. One will attach to a lamp post on Main Street and the other may be used to update the City Hall sign. Staff will bring a design for a new sign to Council.
- Staff has spoken with several residents and merchants regarding improving the look of historic downtown by restoring the upper facades of the buildings.
- The City drought contingency plan is in place pending PCWA and state requirements.
- The Wastewater Treatment Plant with the Equalization Basin in place has not been tested this rainy season but there is still hope for a good storm.

3C. **Additional Reports – Agency Partners**

Sergeant Ty Conners, Station Commander of the Colfax Substation for Placer County Sheriff's Office

- The Sheriff's Office will host an Oil Hazmat Committee meeting at City Hall, tomorrow, March 12 from 2-3:30 PM. Council is invited.
- Still working on new office.

Beth Gibbons, Colfax Chamber of Commerce Board member

- The mixer hosted by the Sierra Vista Community Center (SVCC) on March 4th was well attended. The Chamber would like to see more community involvement in the SVCC.
- Agreed that the Historic Downtown area needs revitalization.

4 PUBLIC COMMENT

Melba Delfino – 999 Pine Street:

- Stated that Council needs to make hiring staff locally a priority and to advertise quickly.

Jim Dion – Colfax Theater

- Thanked Council for the opportunity to hold 2 block parties this spring to encourage more attendance at the July 3rd event.
- Handed out a prospectus for the July 3rd event.
- Requested cameras and lights at the Gazebo and Restrooms to discourage improper/illegal behaviors. Council and Sergeant Conners discussed extra patrols at the gazebo. Mayor Pro Tem Parnham suggested a regular patrol before the East Bound train that arrives at 11:30 AM.

Larry Hilberg

- Thanked Council for their service to the City.
- Thanked the Colfax Record for featuring Council Meetings in the newspaper.
- Urged Council to refrain from questioning staff hiring decisions and dedicate their time to more important matters. Allow the City Manager to do his job.

Jeannie Claxton – 285 Alpine Road:

- Agrees that Council should allow staff to make hiring decisions.
- Mentioned that some were not happy about the signs going up in the gazebo. However she understands that some of the train passengers may feel unsafe with dogs. City Manager Miller stated that signs and cameras will be installed at the gazebo soon.
- Encouraged the idea of the City and high school cooperating for the building of a community pool. City Manager Miller stated that the Finance Director has been searching for grant sources for pool funding and will explore the idea of partnering with the school.

Foxey McCleary:

- Lioness Club has approved $200 for signs pointing to the SVCC.
- Offered to paint the building facades if provided a cherry picker and paint, which should cost less than $300. City Council was supportive. Staff will bring back proposed designs.

5 COUNCIL BUSINESS

5A. **Budget Review**
STAFF PRESENTATION: Mark Miller, City Manager and Laurie Van Groningen, Finance Director
RECOMMENDATIONS: Discuss and Direct Staff

City Manager Miller stated that the budget is in pretty good shape in most accounts and no changes are recommended. Council and the public discussed the budget information, particularly planning costs.

On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council accepted the Mid-Year Budget Report.

AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
NOES: None

5B. **Construction Authorization: Grass Valley Street Utility Undergrounding**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Adopt Resolution 5-2015 Approving the Construction Plans, Specifications, and Project Budget Sheets for the Grass Valley Street Undergrounding Project No. 14-01

City Manager Miller explained that the project is funded through an assessment included in PG&E bills. The funds can only be used in Colfax to improve a view corridor or historic area. One fortuitous effect is that the project can be completed before the Grass Valley Street Railroad Crossing Project. This is a good time to bid before contractors get busy. Staff requests a motion to adopt the resolution and thereby approve plans, specifications and budget.
Council discussed minor changes in the documents to clear up contract management provisions. Councilmember Harvey clarified that street lights should match the existing style and Councilmember Delfino called for corrections to dates.

> On a motion by Councilmember Delfino, seconded by Councilmember Hesch, the City Council Adopted Resolution 5-2015 Approving the Construction Plans, Specifications, and Project Budget Sheets for the Grass Valley Street Undergrounding Project No. 14-01
> AYES: Delfino, Douglass, Harvey, Hesch, and Parnham
> NOES: None

Respectfully submitted to City Council this 8th day of April, 2015

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: March 11, 2014
SUBJECT: City of Colfax Cash Summary Report: February, 2015

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

RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report: February 2015.

SUMMARY:
Staff recommends that the Council accepts and files the Colfax Cash Summary Report: for February 2015.

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

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

CONCLUSION:
The attached reports reflect an overview of the financial transactions of the City of Colfax in February 2015.

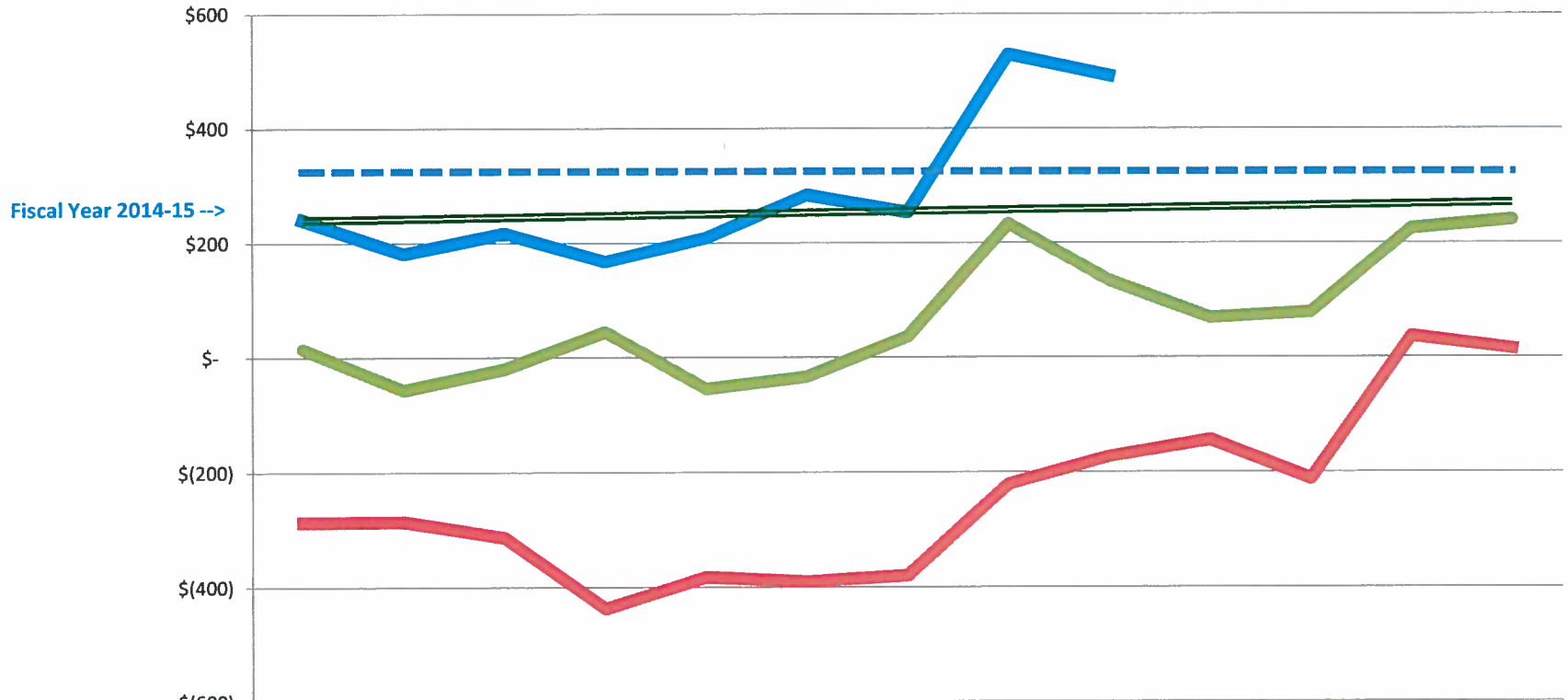
Monthly highlights include:

- The quarterly payment for the Winner property purchase was processed in February.

ATTACHMENTS:

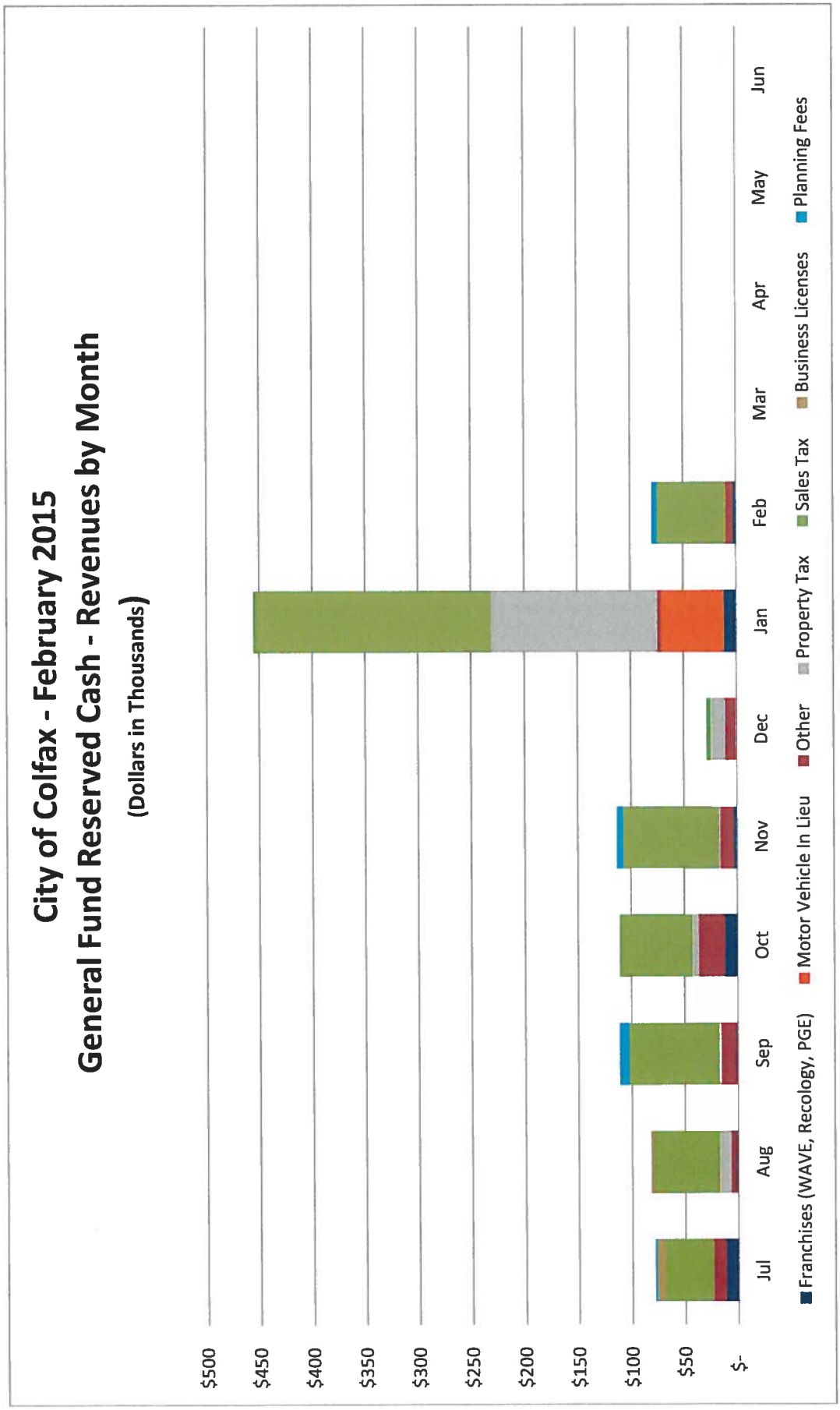
1. General Fund Reserved Cash Analysis Graphs
    a. Cash Analysis – Balance
    b. Expenses by Month
    c. Revenues by Month
2. Cash Activity Reports – February 2014
    a. Cash Summary
    b. Cash Transaction Report – by individual fund
    c. Check Register Report
    d. Daily Cash Summary Report

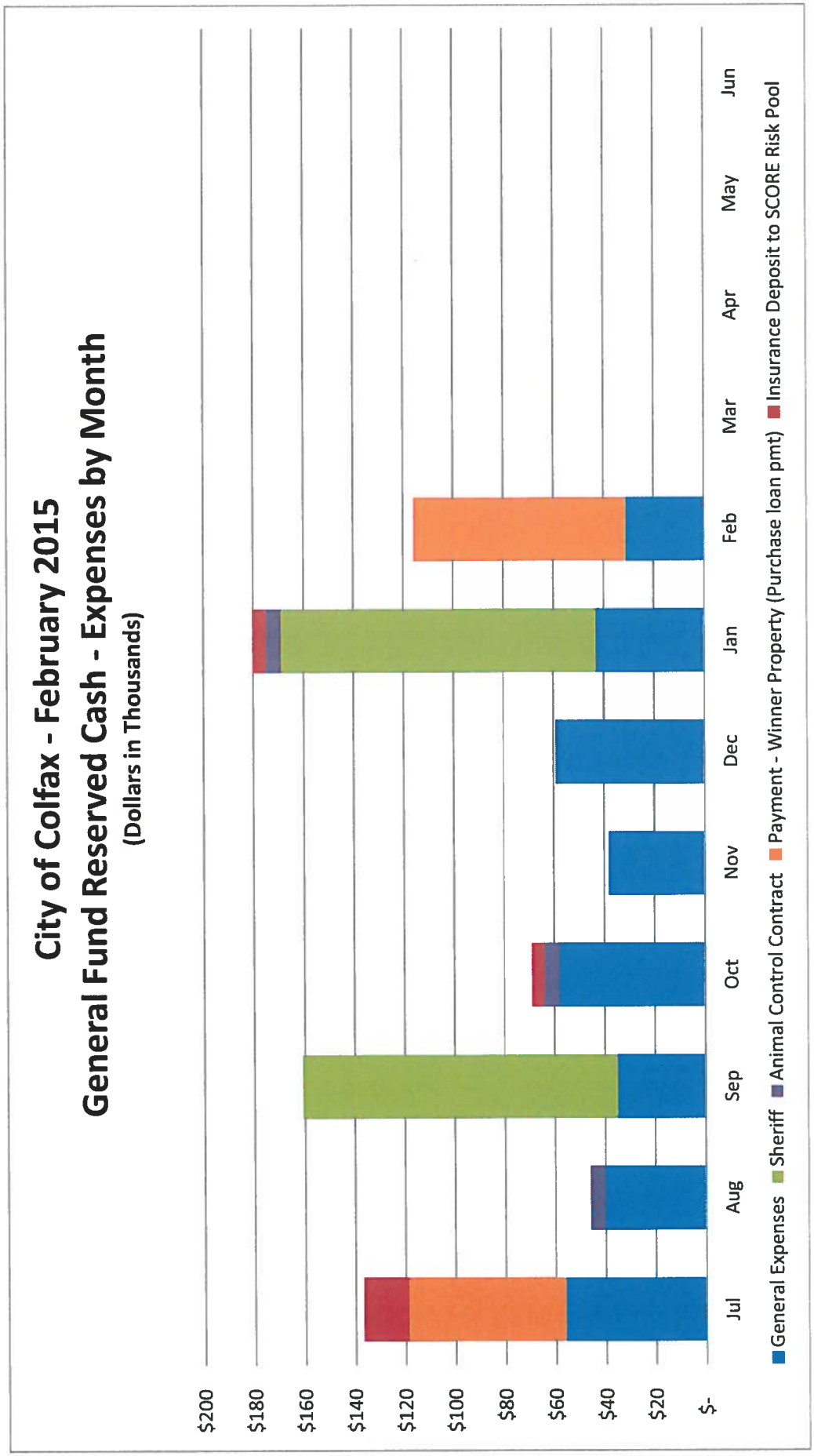
City of Colfax - February 2015
General Fund Reserved Cash Analysis
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2014-15	$240	$181	$217	$167	$209	$284	$253	$528	$491				
Cash Balance FY2013-14	$15	$(57)	$(20)	$45	$(55)	$(34)	$36	$233	$134	$69	$79	$225	240
Cash Balance FY2012-13	$(287)	$(286)	$(314)	$(438)	$(383)	$(391)	$(380)	$(221)	$(173)	$(144)	$(212)	$37	15
*Reserves Target 25%	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	325
Budget FY2015	$240	$243	$245	$248	$250	$253	$255	$258	$260	$263	$265	$268	270

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


City of Colfax - February 2015
General Fund Reserved Cash - Revenues by Month
(Dollars in Thousands)
$500
$450
$400
$350
$300
$250
$200
$150
$100
$50
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Franchises (WAVE, Recology, PGE)
Motor Vehicle In Lieu
Other
Property Tax
Sales Tax
Business Licenses
Planning Fees


City of Colfax - February 2015
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
General Expenses
Sheriff
Animal Control Contract
Payment - Winner Property (Purchase loan pmt)
Insurance Deposit to SCORE Risk Pool

City of Colfax
Cash Summary
February 28, 2015

	Balance 01/31/2015	Revenues In	Expenses Out	Transfers	Balance 02/28/2015
US Bank	$ 125,223.71	$ 262,761.54	$ (244,308.72)	$ -	$ 143,676.53
LAIF	$ 2,844,549.99	$ -		$ -	$ 2,844,549.99
LAIF - County Loan	$ -				$ -
Total Cash - General Ledger	$ 2,969,773.70	$ 262,761.54	$ (244,308.72)	$ -	$ 2,988,226.52
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 2,970,073.70	$ 262,761.54	$ (244,308.72)	$ -	$ 2,988,526.52

Change in Cash Account Balance - Total **$ 18,452.82**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable) $ (167,374.11)
3. Cash Receipts - Daily Cash Summary Report $ 96,071.18

Payroll Checks and Tax Deposits	$ (38,990.76)	
Utility Billings - Receipts	$ 128,867.90	
Bank Service Charges/Paypal	$ (121.39)	
	$ 18,452.82	$ -

Prepared by: Laurie Van Groningen 3/4/15
Laurie Van Groningen, Finance Director

Reviewed by: Mark Miller
Mark Miller, City Manager

City of Colfax

Cash Transactions Report - February 2014

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	$ 784,250.79	$ 74,761.30	$ (116,129.11)	$ 742,882.98
Fund: 120 - Land Development Fees	$ 25,051.77	$ 4,515.00	$ (318.00)	$ 29,248.77
Fund: 570 - Garbage Fund	$ (281,306.92)	$ -	$ -	$ (281,306.92)
Fund Type: 1.11 - General Fund - Unassigned	**$ 527,995.64**	**$ 79,276.30**	**$ (116,447.11)**	**$ 490,824.83**
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	$ 30,767.26	$ -	$ -	$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	$ 774,322.09	$ -	$ (13,822.08)	$ 760,500.01
Fund Type: 1.14 - General Fund - Restricted	**$ 805,089.35**	**$ -**	**$ (13,822.08)**	**$ 791,267.27**
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	$ 3,888.63	$ -	$ -	$ 3,888.63
Fund: 211 - Mitigation Fees - Drainage	$ 2,985.97	$ -	$ -	$ 2,985.97
Fund: 212 - Mitigation Fees - Trails	$ 41,436.80	$ -	$ -	$ 41,436.80
Fund: 213 - Mitigation Fees - Parks/Rec	$ 91,874.97	$ -	$ -	$ 91,874.97
Fund: 214 - Mitigation Fees - City Bldgs	$ 445.99	$ -	$ -	$ 445.99
Fund: 215 - Mitigation Fees - Vehicles	$ 231.04	$ -	$ -	$ 231.04
Fund: 217 - Mitigation Fees - DT Parking	$ 26,074.47	$ -	$ -	$ 26,074.47
Fund: 218 - Support Law Enforcement	$ (14,359.19)	$ 12,445.08	$ -	$ (1,914.11)
Fund: 241 - CDBG Housing Rehabiliation	$ 94,335.06	$ -	$ -	$ 94,335.06
Fund: 244 - CDBG MicroEnterprise Lending	$ 117,994.88	$ -	$ -	$ 117,994.88
Fund: 250 - Streets - Roads/Transportation	$ (27,739.05)	$ -	$ (5,206.94)	$ (32,945.99)
Fund: 253 - Gas Taxes	$ 63,568.25	$ -	$ (1,451.04)	$ 62,117.21
Fund: 270 - Beverage Container Recycling	$ 33,012.43	$ -	$ -	$ 33,012.43
Fund: 280 - Oil Recycling	$ 664.70	$ 150.00	$ (304.38)	$ 510.32
Fund: 286 - Community Projects	$ 5,239.65	$ -	$ -	$ 5,239.65
Fund: 292 - Fire Department Capital Funds	$ 61,110.89	$ -	$ -	$ 61,110.89
Fund Type: 1.24 - Special Rev Funds - Restric	**$ 500,765.49**	**$ 12,595.08**	**$ (6,962.36)**	**$ 506,398.21**
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	$ 47,069.33	$ -	$ (3,949.64)	$ 43,119.69
Fund: 360 - Rule 20A Undergrounding	$ (8,662.58)	$ -	$ (65.00)	$ (8,727.58)
Fund Type: 1.34 - Capital Projects - Restricted	**$ 38,406.75**	**$ -**	**$ (4,014.64)**	**$ 34,392.11**
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	$ 286,234.67	$ 79,805.71	$ (53,947.81)	$ 312,092.57
Fund: 561 - Sewer Liftstations	$ 341,805.10	$ 17,588.96	$ (10,123.96)	$ 349,270.10
Fund: 563 - Wastewater Treatment Plant	$ 249,069.43	$ 35,423.31	$ -	$ 284,492.74
Fund: 565 - General Obligation Bond 1978	$ 24,380.94	$ 1.35	$ -	$ 24,382.29
Fund: 567 - Inflow & Infiltration	$ 194,687.28	$ 419.12	$ -	$ 195,106.40
Fund Type: 2.11 - Enterprise Funds - Unassigi	**$ 1,096,177.42**	**$ 133,238.45**	**$ (64,071.77)**	**$ 1,165,344.10**
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	$ 1,339.05	$ 37,651.71	$ (38,990.76)	$ -
Fund Type: 9.0 - CLEARING ACCOUNT	**$ 1,339.05**	**$ 37,651.71**	**$ (38,990.76)**	**$ -**
Grand Totals:	**$ 2,969,773.70**	**$ 262,761.54**	**$ (244,308.72)**	**$ 2,988,226.52**

Check Register Report

Checks Processed February 2015

Date: 03/04/2015
Time: 3:26 pm
Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
50584	02/06/2015	Reconciled		01790	AUBURN OFFICE PRODUCTS	Office Supplies	102.36
50585	02/06/2015	Reconciled		03430	CITY CLERKS ASSOCIATION	MEMBERSHIP 2015	90.00
50586	02/06/2015	Reconciled		04234	DE LANG LANDEN	COPY MACHINE CONTRACT	170.93
50587	02/06/2015	Reconciled		06420	FISHER'S WASTEWATER SERVICES	Services 01/16-31/2015	18,633.42
50588	02/06/2015	Printed		08050	HACH COMPANY	WWTP EQUIPMENT MAINTENANCE	640.48
50589	02/06/2015	Reconciled		08501	HOME DEPOT CREDIT SERVICES	Trash Cans	179.83
50590	02/06/2015	Reconciled		09455	INLAND BUSINESS SYSTEMS	Copy Machine	174.61
50591	02/06/2015	Reconciled		23101	LARRY WALKER ASSOCIATES	NPDES/WWTP DEC '14	731.25
50592	02/06/2015	Reconciled		06011	PELLETREAU, ALDERSON & CABRAL	Legal Services - January 2015	5,827.50
50593	02/06/2015	Reconciled		16035	PG&E	12/23/14 to 01/22/15	14,510.28
50594	02/06/2015	Reconciled		16165	PLACER COUNTY ENVIRONMENTAL	Lanfill ?Closure Testing	774.00
50595	02/06/2015	Reconciled		16202	PLACER COUNTY OES FISCAL UNIT	Civil Defense 14/15	221.78
50596	02/06/2015	Reconciled		16625	PMC ENGINEERING LLC	Lift Station #2 Maintenance	1,358.02
50597	02/06/2015	Reconciled		09095	JEFF SCOTT	Boot allowance 2015	200.00
50598	02/06/2015	Reconciled		19279	SERVICE ENGINEERING	Lift Station #2 Maintenance	985.00
50599	02/06/2015	Reconciled		19696	SWRCB	Annual Permit Fee	9,188.00
50600	02/06/2015	Reconciled		21560	US BANK CORPORATE PMT SYSTEM	Stmt 01.22.15	5,557.26
50601	02/06/2015	Reconciled		21500	USA BLUE BOOK, INC	WWTP SUPPLIES	129.74
50602	02/06/2015	Reconciled		22106	VAN GRONINGEN & ASSOCIATES	Finance Consultant Jan 2015	7,377.50
50603	02/06/2015	Reconciled		22115	VERIZON CALIFORNIA	PHONE WWTP	180.47
50604	02/06/2015	Reconciled		23169	WAVE BUSINESS SOLUTIONS	Internet/Phone City Hall	224.60
50605	02/06/2015	Reconciled		23450	WINNER CHEVROLET, INC.	Tax Share Q3/4 - 2014	85,169.00
50606	02/13/2015	Reconciled		01460	AMERIPRIDE UNIFORM SERVICE	Uniforms and Supplies Jan.2015	256.09
50607	02/13/2015	Reconciled		02084	BRIGIT S. BARNES & ASSOCIATES	Planning Services Jan.2015	1,329.00
50608	02/13/2015	Reconciled		06109	ROBIN FAIRES	Mileage Reimbursement	19.21
50609	02/13/2015	Reconciled		07465	GOLD MINER PEST CONTROL	PEST CONTROL WWTP/LIFT STATION	210.00
50610	02/13/2015	Reconciled		08050	HACH COMPANY	WWTP Maintenance	230.05
50611	02/13/2015	Reconciled		08170	HILLS FLAT LUMBER CO	Statement 01/25/15	405.55
50612	02/13/2015	Reconciled		12180	LAWRENCE & ASSOCIATES INC	Landfill Monitoring Dec 2014	1,776.70
50613	02/13/2015	Printed		18400	RIEBES AUTO PARTS	SUPPLIES	166.39
50614	02/13/2015	Reconciled		23301	WESTERN PLACER WASTE	Sludge Removal Jan. 2015	680.72
50615	02/20/2015	Reconciled		01414	ALHAMBRA & SIERRA SPRINGS	Water-City Hall/Yard/WWTP	92.84
50616	02/20/2015	Reconciled		01500	ANDERSON'S SIERRA	WWTP PVC Piping	65.87
50617	02/20/2015	Reconciled		01766	AT&T MOBILITY	Cell Phones Jan 2015	396.52
50618	02/20/2015	Reconciled		02829	BLUE RIBBON PERSONNEL SERVICES	Temporary Staffing	76.68
50619	02/20/2015	Reconciled		03458	CITY OF ROCKLIN	City Officials Dinner	100.00
50620	02/20/2015	Reconciled		03825	CWS ELECTRICAL	Undergound Project	65.00
50621	02/20/2015	Reconciled		08490	HOLDREGE & KULL	Phase 2 Enviromental Study	3,949.64
50622	02/20/2015	Reconciled		23101	LARRY WALKER ASSOCIATES	NPDES/WWTP Monitoring Jan 2015	450.00
50623	02/20/2015	Printed		19279	SERVICE ENGINEERING	WWTP Maintenance	297.50
50624	02/20/2015	Reconciled		20048	TALL BOOTS PUMPING SERVICES	Septic Pump Truck	1,200.00
50625	02/20/2015	Reconciled		23169	WAVE BUSINESS SOLUTIONS	Internet City Hall	230.90
50626	02/26/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	Temarary Staffing	613.44
50627	02/26/2015	Printed		08050	HACH COMPANY	WWTP Maintenance	230.05
50628	02/26/2015	Printed		08075	HARRIS INDUSTRIAL GASES	Wleding Oxygen Regulator	130.54
50629	02/26/2015	Printed		08660	HUNT AND SONS, INC.	Gas Public Works	777.02
50630	02/26/2015	Printed		19390	MAR-VAL'S SIERRA MARKET	Supplies Jan 2015	35.07
50631	02/26/2015	Printed		18080	RAIN FOR RENT	Lift Station Repairs	435.59
50632	02/26/2015	Printed		18193	RECOLOGY AUBURN PLACER	WWTP Debris Box Rental 1.15	690.00
50633	02/26/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	Phone Depot	37.71

Check Register Report

Checks Processed February 2015

Date: 03/04/2015
Time: 3:26 pm
Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
				Total Checks: 50		**Checks Total (excluding void checks):**	**167,374.11**
				Total Payments: 50		**Bank Total (excluding void checks):**	**167,374.11**
				Total Payments: 50		**Grand Total (excluding void checks):**	**167,374.11**

DAILY CASH SUMMARY REPORT

February Cash General Receipts
02/01/2015 - 02/28/2015

3/5/2015
9:34 am

City of Colfax

			Debit	Credit	Net Chng
Fund: 100 - General Fund					
02/07/2015	Daily Totals		4,218.83	0.00	4,218.83
02/09/2015	Daily Totals		738.44	0.00	738.44
02/13/2015	Daily Totals		1,106.77	0.00	1,106.77
02/18/2015	Daily Totals		66,751.33	0.00	66,751.33
02/19/2015	Daily Totals		229.75	101.85	127.90
02/24/2015	Daily Totals		1,647.28	0.00	1,647.28
Fund: 100 - General Fund		**TOTALS:**	**74,692.40**	**101.85**	**74,590.55**
Fund: 120 - Land Development Fees					
02/07/2015	Daily Totals		4,515.00	0.00	4,515.00
Fund: 120 - Land Development Fees		**TOTALS:**	**4,515.00**	**0.00**	**4,515.00**
Fund: 218 - Support Law Enforcement					
02/18/2015	Daily Totals		12,445.08	0.00	12,445.08
Fund: 218 - Support Law Enforcement		**TOTALS:**	**12,445.08**	**0.00**	**12,445.08**
Fund: 280 - Oil Recycling					
02/19/2015	Daily Totals		150.00	0.00	150.00
Fund: 280 - Oil Recycling		**TOTALS:**	**150.00**	**0.00**	**150.00**
Fund: 560 - Sewer					
02/05/2015	Daily Totals		200.00	0.00	200.00
02/24/2015	Daily Totals		61.33	0.00	61.33
Fund: 560 - Sewer		**TOTALS:**	**261.33**	**0.00**	**261.33**
Fund: 561 - Sewer Liftstations					
02/07/2015	Daily Totals		1,427.00	0.00	1,427.00
02/13/2015	Daily Totals		814.00	0.00	814.00
02/19/2015	Daily Totals		1,866.87	0.00	1,866.87
Fund: 561 - Sewer Liftstations		**TOTALS:**	**4,107.87**	**0.00**	**4,107.87**
Fund: 565 - General Obligation Bond 1978					

DAILY CASH SUMMARY REPORT

February Cash General Receipts
02/01/2015 - 02/28/2015

City of Colfax

			Debit	Credit	Net Chng
02/28/2015	Daily Totals		1.35	0.00	1.35
Fund: 565 - General Obligation Bond 1978		**TOTALS:**	**1.35**	**0.00**	**1.35**
		GRAND TOTALS:	**96,173.03**	**101.85**	**96,071.18**

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Alan Mitchell, City Engineer

SUBJECT: Master Agreement with Caltrans for State-Funded Transportation Projects

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

RECOMMENDED ACTION: Adopt Resolution No. 6-2015 Authorizing the Execution of a Master Agreement Administering Agency-State Agreement for State-Funded Projects, Agreement No. 00452S, and Authorizing the City Manager to Execute the Agreement and all related Documents to the Agreement, on the City's behalf.

ISSUE STATEMENT AND DISCUSSION:

The City regularly applies for Federal and State funding, through PCTPA and Caltrans, for transportation projects.

Recently the City received approval for State-only Active Transportation Program (ATP) funding for the North Main Bike Route Improvements, Project No. ATPL-5187(008). This project includes design and construction of a bike route along N. Main St., with widening, road repair, tree trimming, re-striping, drainage grates, bike rack, and barrier curb. The project will help create a safer bicycle route throughout the City of Colfax and to the Depot Transit Center.

In order to receive State funds, the City is required to enter into a Master Agreement, which establishes the general terms and conditions applicable to the City when using the funds. The City entered into a similar Master Agreement in 2004 for Federal funds. The Master Agreements relate to all State or Federal transportation funds. With each project Caltrans prepares a Program Supplement, which establishes specific terms and conditions applicable to that project alone.

Staff requests that City Council adopt the Resolution to authorize the execution of a Master Agreement Administering Agency-State Agreement for State-funded projects, Agreement No. 00452S, and authorize the City Manager to execute the Agreement and all related documents to the Agreement, on the City's behalf.

SUPPORTING DOCUMENTS:

1) Resolution No. 6-2105
2) Master Agreement Administering Agency-State Agreement for State-Funded projects
3) Program Supplement No. M71

City of Colfax
City Council

Resolution № 6-2015

AUTHORIZING THE EXECUTION OF A MASTER AGREEMENT, ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE-FUNDED PROJECTS, AGREEMENT NO. 00452S, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS TO THE AGREEMENT, ON THE CITY'S BEHALF

Whereas, the City of Colfax regularly applies for State and Federal funding for transportation projects; and

Whereas, the City received approval for State-only Active Transportation Program funding for the North Main Bike Route Improvements, Project No. ATPL-5187(008); and,

Whereas, as the Administering Agency, the City is required to enter into a Master Agreement, Administering an Agency-State Agreement for State-Funded projects; and

Whereas, the execution of said Agreement is necessary to receive the State funds.

Now Therefore, Be It Resolved by the City Council of the City of Colfax:

1. The City is authorized to enter into the Master Agreement, Administering Agency-State Agreement for State-Funded projects, Agreement No. 00452S; and

2. The City Manager is authorized to execute the Agreement and all related documents to the Agreement, including Program Supplement No. M71.

Passed and Adopted this 8th day of April, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE-FUNDED PROJECTS

03 City of Colfax

District Administering Agency

Agreement No. 00452S

This AGREEMENT, is entered into effective this _____ day of _____, 20 , by and between the City of Colfax, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.

7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.

8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.

4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.

6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.

8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.

9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.

4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of $500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.

5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.

6. ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	City of Colfax
By_____	By_____
_____	_____
Chief, Office of Project Implementation Division of Local Assistance	City of Colfax Representative Name & Title (Authorized Governing Body Representative)
Date _____	Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

PROGRAM SUPPLEMENT NO. M71
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00452S

Adv Project ID 0315000104
Date: February 20, 2015
Location: 03-PLA-0-CFX
Project Number: ATPL-5187(008)
E.A. Number:
Locode: 5187

This Program Supplement, effective , hereby adopts and incorporates into the Administering Agency-State Agreement No. 00452S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

on North Main Street from Depot Transit Center north to SR174

TYPE OF WORK: widen, repair, restripe for bike lanes, replace existing drain inlets, install barrier curb project

Estimated Cost	State Funds		Matching Funds		
	STATE	$44,000.00	LOCAL		OTHER
$50,000.00			$6,000.00		$0.00

CITY OF COLFAX

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____ **Date** 2/20/15 $44,000.00

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

PROGRAM SUPPLMENT AND CERTIFICATION FORM

PSCF (REV. 01/2010)

Page ___ of ___

TO: STATE CONTROLLER'S OFFICE
Claims Audits
3301 "C" Street, Rm 404
Sacramento, CA 95816

2/20/2015 | 0315000104

RQS 031500000540

FROM:
Department of Transportation

SUBJECT:
Encumbrance Document

VENDOR / LOCAL AGENCY:
City of Colfax

CONTRACT AMOUNT:
$44,000.00

Local Assistance

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
20	2013	2660-108-0042	2014	20.30.720.100	2620/0000	**$44,000.00**

ADA Noti For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 of TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: March 23, 2015
SUBJECT: Mosquito and Vector Control Awareness Week April 19-25, 2015

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

RECOMMENDED ACTION: Adopt Resolution 7-2015 Recognizing West Nile Virus and Mosquito and Vector Control Awareness Week 2015

BACKGROUND AND SUMMARY:

The City of Colfax has potential mosquito breeding habitat which could lead to mosquito caused health issues. In 2014, West Nile virus resulted in 29 human deaths in California and over 798 individuals in 31 counties tested positive for the virus; and West Nile virus resulted in seven human cases of neuro-invasive disease and one human death in Placer County. The California Department of Public Health and the federal Centers for Disease Control and Prevention predict West Nile virus will again pose a public health threat in California in 2015.

Adequately funded mosquito and vector control, disease surveillance and public awareness programs are the best way to prevent outbreaks of diseases transmitted by mosquitoes and other vectors. As a means of increasing public awareness, the Placer Mosquito and Vector Control District has supported the Mosquito and Vector Control Association of California by designating the week of April 19 to April 25, 2015 as West Nile virus and Mosquito and Vector Control Awareness Week. In addition to increasing public awareness ot the threat of diseases, West Nile virus and Mosquito and Vector Control Awareness Week will encourage the public to take action in preventing mosquito and vector-transmitted diseases, and will highlight the activities of various mosquito and vector research and control agencies working to reduce the health threat within California. Staff recommends that the City Council join the Placer County Mosquito and Vector Control District in declaring April 19-25, 2015 as West Nile Virus and Mosquito and Vector Control Awareness Week.

ATTACHMENTS:
Resolution 7-2015

City of Colfax
City Council

Resolution № 7-2015

RECOGNIZING WEST NILE VIRUS AND MOSQUITO AND VECTOR CONTROL AWARENESS WEEK 2015

WHEREAS, the Mosquito and Vector Control Association of California has designated the week of April 19 to April 25, 2015 as West Nile virus and Mosquito and Vector Control Awareness Week; and

WHEREAS, excess numbers of mosquitoes and other vectors spread diseases, reduce enjoyment of outdoor living spaces, reduce property values, hinder outdoor work, and reduce livestock productivity; and

WHEREAS, West Nile virus is a mosquito-borne disease that can result in debilitating cases of meningitis and encephalitis and death to humans and wildlife; and

WHEREAS, in 2014, West Nile virus resulted in 7 human cases of neuro-invasive disease and 1 human death in Placer County; and,

WHEREAS, Colfax has potential mosquito breeding habitat which could lead to mosquito caused health issues; and

WHEREAS, the City of Colfax supports the Placer Mosquito and Vector Control District efforts to reduce public health from mosquito and vector-borne diseases and nuisances; and

WHEREAS, West Nile virus and Mosquito and Vector Control Awareness Week will increase the public's awareness of the threat of diseases and encourage the public to take action in preventing mosquito and vector-transmitted diseases,; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax hereby recognizes April 19 to April 25, 2015 as West Nile virus and Mosquito and Vector Control Awareness Week**.**

PASSED AND ADOPTED by the City Council of the City of Colfax on the 8th day of April, 2015 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8 2015 COUNCIL MEETING

FROM: Mark Miller ,City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Award Construction Contract for the Grass Valley Street Utility Undergrounding, Project No. 14-01

	N/A		**FUNDED**	X	**UN-FUNDED**	**AMOUNT: $250,000**	**FROM FUND: Rule 20A & City Street Fund**

RECOMMENDED ACTION: 1) Adopt Resolution No. 8-2015 Authorizing the City Manager to execute a Construction Contract with Hudson Excavation, Inc. in the amount of $189,473.00 and Approve Construction Budget of $201,026 as a Contingency; 2) Authorize the City Manager to Enter into Reimbursement Agreements with PG&E, Verizon and Wave Communication.

ISSUE STATEMENT AND DISCUSSION:

On March 11, 2015, through Resolution 5-2015, Council approved the construction Plans, Specification and Project Budget Sheet for the Grass Valley Street Utility Undergrounding Project No. 14-01. .Through partnership with PG&E, Verizon and Wave Communication, the City will utilize its Rule 20A Utility Undergrounding Fund and City Street Fund to relocate above ground electrical and telecommunications facilities on Grass Valley Street between the west side of the railroad tracks and the west alley behind Main Street.

As detailed in the following section, Verizon and Wave Communication have promised to provide funding to share in the construction of the new facilities. Staff is preparing the necessary joint trench agreements that will obligate Verizon's, Wave's and PG&E's participation. Staff is recommending that Council authorized award of the project to the lowest, responsive, responsible bidder contingent upon execution of reimbursement agreements with PG&E, Verizon and Wave Communication. There are no other agencies that will participate in this joint trench project. Once all agreements are signed, Staff will issue a Notice to Proceed to the Contractor.

Seven bids for the project were received on March 26, 2015. The bid results are included with this staff report. Hudson Excavation was the lowest, responsive and responsible bidder. Staff recommends that Council adopt the attached resolution awarding a contract to Hudson Excavation in the amount of $189,473 contingent upon completed reimbursement agreements with PG&E, Verizon and Wave Communication.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The Engineer's base bid cost estimate was $185,000 plus $22,000 for three additive bid items that include the restoration of the roadway surface and construction of a new street light foundation at the southeast corner of Main & Grass Valley.

Based on the low bidder's cost, the majority of the project, including Additive Bid Items 1A & 2A, for restoration of the roadway concrete base and asphalt, will be paid with the Rule 20A fund and by Verizon and Wave. The City's Street Fund must pay 100% of the Additive Bid Item 3A, to remove the existing light pole and construct a new light pole base at the southeast corner of the Grass Valley & Main Street intersection. Staff is recommending that Council award all of the Additive Bid Items to the contractor for the following reasons. Restoration of the roadway concrete base is recommended to ensure that the road surface in the Grass Valley & Main Street intersection remains uniform and stable with the rest of the intersection. While restoration of the trench asphalt could be completed with the upcoming "UPRR Ped Xing and Bike Path Improvement Project", a portion of the asphalt work is outside the limits of that project and would not be eligible for reimbursement with the project's funding. Both of these two Additive Bid Items are adjustable in the contract by 100% so staff can make field decisions to eliminate this work or scale it back based on findings during excavation of the trenches. The removal of the street light could be eliminated from this contract and constructed with another project; however, the Contractor bid this item at $2,500 while the engineer's estimate for this work was $4,000 and the bid prices ranged up to $6,000, so staff believes the City is well served by including this item of work in the contract.

In addition to the City's Rule 20A allocation and Street Fund, Verizon and Wave Communication will fund their fair share of the construction cost. The exact amount of fair share will be calculated by PG&E but an estimated breakdown of the monies that will be used to fund the construction portion of the project is provided below.

City Rule 20A Fund (PG&E)	$96,522
City Street Fund	$7,016
Verizon	$33,063
Wave Communication	$52,872
Total Funding	$189,473

Council approved a Construction and Contingency Budget of $115,091 at the March 11th Council Meeting. The Rule 20A and City Street portion of the construction cost above, totaling $103,538, is the allocation against that budget; with Verizon and Wave paying their portion directly. To allow for unanticipated costs during construction, staff is requesting that the remaining $11,553 of the budget be used as a construction contingency. Accounting for this contingency, the approved construction budget would be $201,026.

SUPPORTING DOCUMENTS:

Resolution 8-2015
Bid Results (Bid Tabulation)

City of Colfax
City Council

Resolution № 8-2015

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH HUDSON EXCAVATION, INC. IN THE AMOUNT OF $189,473 AND APPROVING A CONSTRUCTION BUDGET OF $201,026

Whereas, on March 11, 2015, through Resolution 5-2015, the City Council approved the Plans, Specifications and Budget for the "Grass Valley Street Utility Undergrounding Project", City Project 14-01; and,

Whereas, on March 26, 2015, seven Bids were received, publicly opened and read; and,

Whereas, the lowest, responsive, responsible Bid was received from Hudson Excavation, Inc. in the Amount of $189,473.

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the City Manager is

1) Authorized to Execute a Construction Contract with Hudson Excavation, Inc. in the Amount of $189,473 with the Work to include the Base Bid items and all Additive Bid Items. This Authorization is Contingent upon completed reimbursement Agreements with PG&E, Verizon and Wave Communication
2) Authorized to Execute Reimbursement Agreements with PG&E, Verizon and Wave Communication for the joint trench Utilities.

Passed and Adopted this 8th day of April by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

CITY OF COLFAX
GRASS VALLEY STREET ROAD REHAB PROJECT
BID TABULATION

Bid Opening: March 26, 2015
Engineer's Estimate: Base Bid $185,000, Additive $22,000
Basis of Bid $207,000

Name	Total Base Bid + Additive
HUDSON EXCAVATION	$189,473.00
LORANG BROTHERS CONST.	$195,000.00
TENNYSON ELECTRIC	$205,709.00
BRCO CONSTRUCTORS	$209,430.00
HANSON BROTHERS ENTERPRISES	$214,585.00
CUNNINGHAM EXCAVATING	$260,754.66
ST. FRANCIS ELECTRIC	NON-RESPONSIVE

Low Bidder Subcontractors (Hudson Excavation)

Contract Items 2A Folsom Lake Asphalt

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8, 2015 COUNCIL MEETING

FROM: Alfred A. "Mick" Cabral, City Attorney
DATE: March 31, 2015
SUBJECT: 44 Gearhart Lane Abatement

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

RECOMMENDED ACTION: Adopt Resolution 9-2015 Confirming as Submitted the Report of Costs of Abatement for the Real Property Located at 44 Gearhart Lane, Colfax, California, Placer County Assessor's Parcel Number 006–022–002–000, Authorizing the Abatement Costs to be Levied as a Special Assessment against said Property, and Authorizing Recordation of a Special Assessment Lien.

ISSUE STATEMENT AND DISCUSSION:
On January 15, 2015, the City Manager ordered the building at 44 Gearhart Lane to be demolished in order to abate a public nuisance. The property owner did not voluntarily demolish the building so an Inspection Warrant ordering the demolition was obtained from the Placer County Superior Court on February 5, 2015. Hansen Brothers was hired and the building was demolished beginning March 9, 2015.

The Colfax Municipal Code authorizes the City to recover its abatement costs from the property owner. The process for doing so requires the City Manager to render an itemized report in writing to the City Council showing the cost of abatement. Before the report is submitted to the City Council, a copy must be posted for at least five days upon the property together with a notice of the time when the report will be heard by the Council for confirmation. The report and notice must also be sent to the property owner by certified mail. The report was posted and mailed as required so confirmation of the City Manager's report is properly before the Council.

If the Council confirms the City Manager's report as requested, the charges become a special assessment against the property. That special assessment becomes a lien once it is recorded with the Placer County Recorder's Office. After the lien is recorded it can be foreclosed by judicial sale.

Staff will notify the property owner of the amount of the lien and demand payment. If payment is not made within a reasonable time, staff will recommend commencing judicial foreclosure proceedings. Those proceedings involve the filing of a lawsuit and a request that the Court order the lien foreclosed and title transferred to the City.

ATTACHMENTS:
City Manger's Report and Notice
Resolution № 9-2015

CITY MANAGER'S REPORT OF COSTS OF ABATEMENT: 44 GEARHART LANE

AND

NOTICE OF HEARING

In accordance with Colfax Municipal Code Section 8.16.180, the City Manager kept an account of the cost, including incidental expenses, of abating the nuisance at 44 Gearhart Lane, Colfax, California (the "Real Property"). The recoverable costs of abatement total $20,320.57 composed of the following expenses:

$11,860.78	Hansen Brothers
$ 2,266.00	Community Services Director
$ 6,193.79	City Attorney
$20,320.57	Total

These expenses are itemized in the attachments to this Report and Notice.

PLEASE TAKE NOTICE that this Report will be submitted to the Colfax City Council for hearing and confirmation at its regular City Council meeting on April 8, 2015, commencing at 7:00 p.m., or as soon thereafter as the matter may be heard, at Colfax City Hall, 33 South Main Street, Colfax, California. The total cost for abating the nuisance, as confirmed by the Colfax City Council, shall constitute a special assessment against the Real Property and shall constitute a lien on the Real Property in the amount of the assessment upon recording a lien with the Placer County Recorder.

Dated: 4/1/2015

Mark Miller, City Manager

City of Colfax
City Council

Resolution № 9-2015

CONFIRMING AS SUBMITTED THE REPORT OF COSTS OF ABATEMENT FOR THE REAL PROPERTY LOCATED AT 44 GEARHART LANE, COLFAX, CALIFORNIA, PLACER COUNTY ASSESSOR'S PARCEL NUMBER 006-022-002-000, AUTHORIZING THE ABATEMENT COSTS TO BE LEVIED AS A SPECIAL ASSESSMENT AGAINST SAID PROPERTY, AND AUTHORIZING RECORDATION OF A SPECIAL ASSESSMENT LIEN

Whereas, City of Colfax owns and maintains a sewer lift station known as Lift Station #2 which was built in 1988; and,

WHEREAS, the City of Colfax ("City") undertook nuisance abatement proceedings against the improved real property commonly known and described as 44 Gearhart Lane, Colfax, California, Placer County Assessor's Parcel #006-022-002-000 (the "Subject Property"); and

WHEREAS, the City incurred costs of abatement for abating the nuisance at the Subject Property in the amount of $20,320.57; and

WHEREAS, in accordance with Colfax Municipal Code Section 8.16.180, the City Manager kept an account of the cost of abatement relating to the Subject Property and rendered an itemized report thereof to the Colfax City Council; and

WHEREAS, the City Council set the City Manager's report of the costs of abatement of the Subject Property for hearing to determine the correctness and/or reasonableness of such costs; and

WHEREAS, in accordance with Colfax Municipal Code Section 8.16.180, the City Manager's report and notice of the hearing were posted upon the Subject Property and served by certified mail, and proof of such service was made by declaration under penalty of perjury filed with the City Clerk; and

WHEREAS, on April 8, 2015, the Colfax City Council conducted a public hearing after which it adopted its Resolution 9-2015 confirming the City Manager's report of the costs of abatement of the Subject Property and imposing a lien thereupon in the amount of $20,320.57; and

WHEREAS, upon the conclusion of said hearing, the City Council found and determined that the City Manager's report of the costs of abatement related to the Subject Property is true, correct and accurate and that the costs itemized therein are reasonable and should be confirmed.

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

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

2. The City Council hereby confirms the City Manager's report of the costs of abatement related to the Subject Property and finds and determines that costs of abatement in the amount of $20,320.57 shall be levied as a special assessment against the Subject Property, recorded as a lien on the Subject Property and collected as allowed by California Law and the Colfax Municipal Code.

3. The City Manager or his designee is authorized to record a notice of lien on the Subject Property in the amount of $20,320.57 in substantially the form attached to this Resolution.

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 8th day of April 2015 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Kim A Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Alfred A. Cabral, Esq.
Colfax City Attorney
Pelletreau, Alderson & Cabral
P.O. Box 1000
Grass Valley, California 95945

APN: 006-022-002-000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF LIEN

(Claim of City of Colfax)

Pursuant to the authority vested by the provisions of Section 8.16.150 et seq., of the City of Colfax Municipal Code, the City Manager of the City of Colfax did on January 15, 2015 order the real property hereinafter described to be abated by demolishing the building thereupon in order to abate a public nuisance on said real property.

Pursuant to Section 8.16.080 et seq., of the Colfax Municipal Code, the City Manager on or about March 9, 2015, pursuant to an Inspection Warrant – Nuisance Abatement issued by the Superior Court of the State of California, County of Placer in Action No. 63 – 017711 caused the building on the real property hereinafter described to be demolished in order to abate a public nuisance on said real property.

The City Council of the City of Colfax did on the 8th day of April, 2015 assess the cost of such abatement and demolition upon the said real property hereinafter described. The same has not been paid nor any part thereof.

The City of Colfax does hereby claim a lien for such abatement and demolition in the amount of said assessment in the sum of $20,320.57 and the same shall be a lien upon said real property until the same has been paid in full and discharged of record.

The real property herein mentioned and upon which a lien is claimed, is that certain parcel of land lying and being in the City of Colfax, County of Placer, State of California, and more particularly described as follows:

> A Portion of Lots 2 and 4, Block 5 additional Townsite of Colfax, as shown on the Map thereof Filed in the Office of the County Recorder of Placer County, said Portion being more particularly described as follows:
>
> Beginning at a Point on the Southerly line of a Lane (known as Gearhart Lane} from which Point the Easterly Line of Pleasant Street, at the Point of Intersection with the Southerly Line of the Lane bears North 72 degrees 41' West 100.00 Feet, and the Southeast Corner of the Section 34, Township 15 North, Range 9 East, M.0.B. & M., bears South 36 degrees 16'47" East 1533.59 Feet and running

thence from Said Point of Beginning along the Southerly Line of the Lane South 72 degrees 41' East 70.00 Feet; thence South 19 degrees 24' West 105.30 Feet; thence North 47 degrees 49' West 67.70 Feet; thence North 13 degrees 49' East 77.40 Feet to the Point of Beginning.

APN: 006-022-002·000

Dated this 8th day of April, 2015

_____
Mark Miller, City Manager

State of California)
) ss.
County of Placer)

On April 8, 2015, before me, _____,Notary Public, personally appeared Mark Miller, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Name
(TYPED OR PRINTED)

(This area for official notarial seal)

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Staff

DATE: April 3, 2015

SUBJECT: Review of Façade Mural at 38 N. Main Street Above Café Luna Restaurant

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

RECOMMENDED ACTION: Adopt Resolution 10-2015 Approving the Proposed Façade Mural at 38 N. Main Street above Café Luna Restaurant

BACKGROUND:

One of Colfax's greatest assets is the inventory of historic and architecturally interesting buildings in the City. The block of North Main Street from Grass Valley Street to Depot Street is particularly noteworthy, and is frequently pointed out as a great resource, but an underutilized opportunity for the City. The City has recently had economic development specialists review the downtown, and the Main Street building facades and parapets were pointed out as important elements that should be highlighted to provide visual interest, attention and business attraction to the buildings. The building facades have a rich history of signage, mural wall paintings and graphics, including a train, an animal, neon business names and flowers. Attached are photos showing the current appearance of the building facades, the appearance in the early 2000's, and an enlarged view of a vacant 38 N. Main Street from the 2009 Colfax Historic Downtown Master Plan document.

The circa 1865 building at 38 N. Main had been vacant since a fire damaged the building in October of 2013. The building has had a history of vacancies, but also a history of economic contributions including recent restaurants Madonna's and the Kitchen Garden. A successful local business, Café Luna, has just relocated to the larger space at 38 N. Main.

ANALYSIS:

New business signs for the relocated Café Luna restaurant have been approved for zoning compliance by the Community Services Director. The City's Design Guidelines also allow for mural signage. Attached is the artist's rendition of a proposed mural for the façade of the building. The business name in the façade is included with, and complies with the sign regulations. Actual painting of the mural is being donated by local artist Foxey McCleary.

Staff has reviewed the proposed mural and finds that: (1) The mural will maintain the small town character that makes Colfax a desirable place to live; (2) The mural will maintain and enhance the City's character and visual appearance in order to create a quality future community; and (3) The mural will maintain and enhance the historic resources, qualities and character of the City of Colfax. The mural represents a business' private initiative that will help enhance the downtown business environment, supporting Colfax General Plan **Policy 2.6.2.1:** ***Encourage the location and development of businesses which generate high property and sales taxes, local employment and are environmentally compatible.*** Additionally, the mural supports **Historic District Design Master Plan Guideline 3.4.9:** ***Preservation or restoration of historic wall painting is encouraged*****.**

RECOMMENDATION:

Staff recommends the City Council receive the staff report, discuss, and as appropriate, adopt Resolution 10-2015 approving the proposed façade mural at 38 N. Main Street above Café Luna Restaurant.

ATTACHMENTS:

1. photo showing the current appearance of the Main Street building facades
2. photo showing the Main Street building facades' appearance in the early 2000's
3. photo showing the vacant 38 N. Main Street from the 2009 Colfax Historic Downtown Master Plan
4. photo showing the proposed façade mural
5. Resolution 10-2015

ATTACHMENT 1: CURRENT FACADES

ITEM 6A
3 of 7

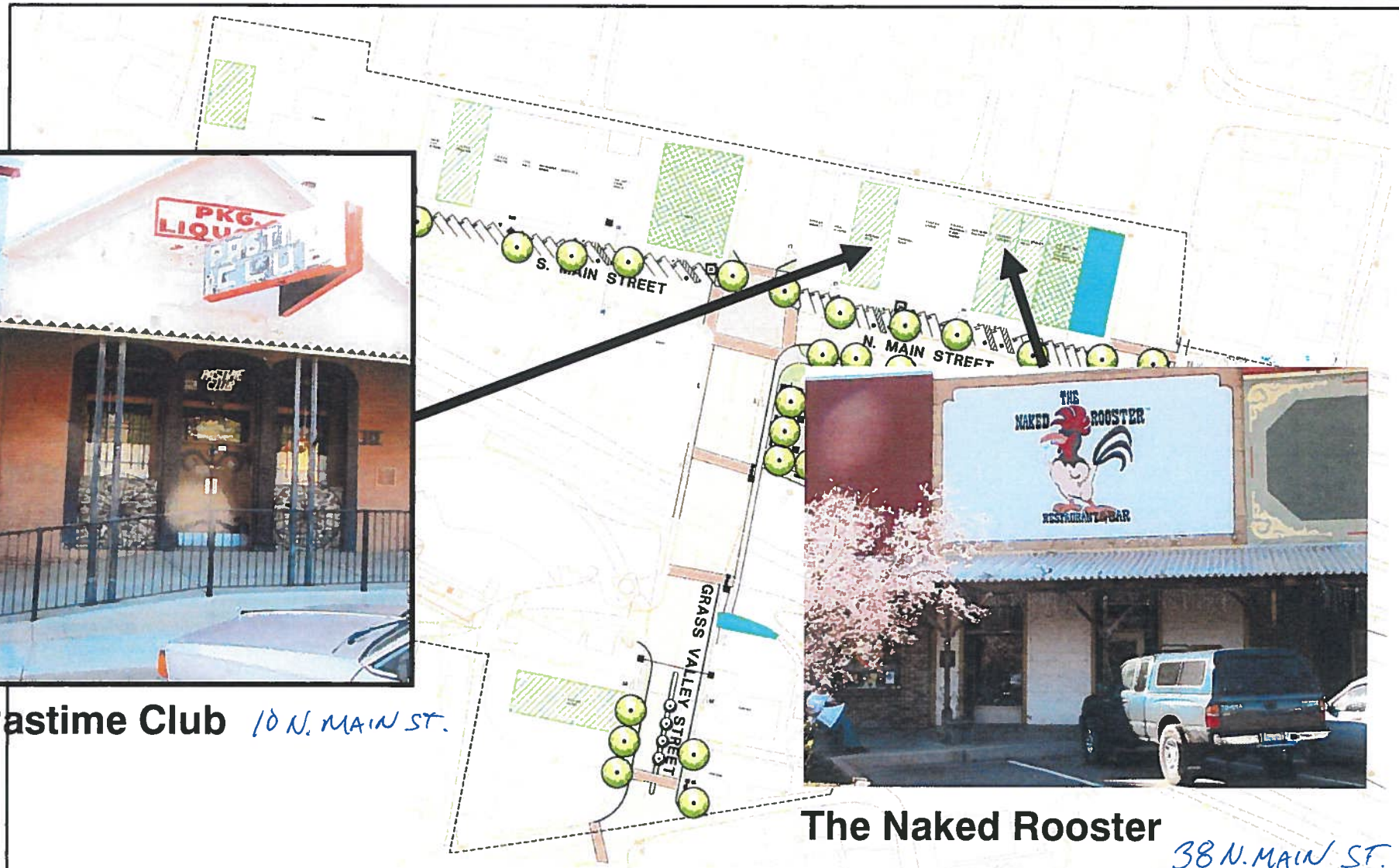
COLFAX
PHARMACY
DRUGS
RAILHEAD SALOON
MADONNA'S
CLASSIC KITCHEN
CAMP 3

CIRCA 2000's

ATTACHMENT 3: FROM 2009 HISTORIC DOWNTOWN MASTER PLAN

Vacant/Unoccupied Properties

Pastime Club 10 N. MAIN ST.



The Naked Rooster 38 N. MAIN ST.

ATTACHMENT 4: PROPOSED MURAL

City of Colfax
City Council

Resolution № 10-2015

APPROVING THE PROPOSED FAÇADE MURAL AT 38 N. MAIN STREET ABOUVE CAFÉ LUNA RESAURANT

Whereas, the City Of Colfax received a request for approval of a proposed façade mural at 38 N. Main Street above Café Luna Restaurant; and

Whereas, the mural will maintain the small town character that makes Colfax a desirable place to live; the mural will maintain and enhance the City's character and visual appearance in order to create a quality future community; and the mural will maintain and enhance the historic resources, qualities and character of the City of Colfax; and

Whereas, the mural represents a business' private initiative that will help enhance the downtown business environment; and

Whereas, the mural supports Colfax General Plan Policy 2.6.2.1: Encourage the location and development of businesses which generate high property and sales taxes, local employment and are environmentally compatible.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the proposed mural at 38 N. Main Street is approved.

Passed and Adopted this 8th day of April, 2015, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

_____
Kim A Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Staff

DATE: March 31, 2015

SUBJECT: Update on General Plan Traffic Requirements

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

RECOMMENDED ACTION: Receive the Staff Report on General Plan Traffic Requirements, Discuss and Direct Staff as Appropriate

Background:

A fundamental aspect of city planning is that the city's policies should facilitate appropriate development, and not just regulate development. The City's General Plan, adopted September 22, 1998, is the core document that guides the City to achieve that balance between facilitation and regulation. The General Plan is still valid despite it being developed nearly two decades ago. The economic and development environments however, have changed dramatically since 1998.

General plans, as their name implies, are general in their outlook to guide growth and development of a city. The plans establish goals and policies that are used by cities to develop zoning, programs, regulations, practices and specific plans to facilitate actual development and improvements to a community. Colfax's General Plan has broad goals, such as **Goal 2.6.1:** ***Promote the orderly development of Colfax and its surroundings***. It also has more specific policies, such as **Policy 2.6.2.1:** ***Encourage the location and development of businesses which generate high property and sales taxes, local employment and are environmentally compatible.***

General plans are intended to be reviewed in their entirety. No one policy may stand alone when reviewing projects to determine conformity or non-conformity with the rest of the general plan. Specific developments often support certain general plan policies while being less supportive of others. The planning process allows the potential conflicts to be resolved by a city's decision makers.

Discussion:

Recently, as economic activity has increased, the City Council has discussed development opportunities and compatibility with the General Plan. The question of potential conflict in general plan policies has been raised and staff, with the assistance of consultants, has reviewed the policies. **Policy 3.5.1.2:** ***Maintain a level "C" service standard for City intersections and roadways,*** is a policy that is of particular interest given the age and constraints of Colfax's road system. This policy does not require that discretionary projects be rejected if there are roadways performing at a lower Level of Service (LOS) than C. The City has adopted an Impact Mitigation Program and other efforts that support this policy, as well as **Policy 3.5.1.1:** ***Maximize the efficient use of the existing transportation system*** and **Policy 3.5.1.3:** ***Take a pro-active position in regional transportation issues that involve the Colfax area.***

There are actions that the City should take to advance the policies in the General Plan. Most timely would be to update the Impact Mitigation Program and Capital Improvement Program. Staff will be making recommendations for funding those program updates in the budget process beginning in May. As resources allow, review of and potential updates to the General Plan and Zoning Code should be considered. Recent California law is requiring additional methodology to the Level of Service metric for traffic analysis, so the City will need to adjust some policies in compliance. State law does allow General Plan updates up to four times per year, so the work could be done incrementally as funding is available. The attached memorandum provides a more detailed technical analysis of the General Plan circulation element and land use element policies. Staff will bring recommendations for any updates to City Council for consideration.

ATTACHMENT: Parilo & Associates 2/18/2015 Draft Memo

Thomas A. Parilo & Associates
10320 Tillicum Way
Nevada City, CA 95959
530-265-6393
E-mail: taparilo@sbcglobal.net

M E M O R A N D U M

Date: February 18, 2015

To: Mark Miller, City Manager
City of Colfax

From: Tom Parilo

Overview
You have requested an opinion regarding the City of Colfax General plan Circulation Element Policy 3.5.1.2 which states "Maintain a level of service 'C' standard for City intersections and roadways." You have asked that an analysis be provided to assist the City Council on how it may uniformly interpret and/or apply this single policy when reviewing projects for conformity with the 2020 General Plan. One of your concerns is whether this policy is or should be viewed as an absolute threshold for determining whether discretionary projects may proceed in the face of existing roadways and/or intersections that are performing at lower levels of service.

The short answer is that, by itself, the policy does not require that discretionary projects be rejected if there are impacted roadways and/or intersections performing at a lower Level of Service (LOS) than C. The policy does implicitly require that the city have a program in place to bring any deficient roadways or intersections up to a LOS C or better.

Analysis
General Plans in California are intended to be reviewed in their entirety. No one policy may stand alone when reviewing projects to determine conformity or non-conformity with the rest of the general plan. Having stated that, a brief overview of the policy framework of general plans is in order. There are generally two types of policies used in general plans. The first provides guidance to City decision makers and the second sets standards or thresholds. Policy 3.5.1.2 includes both types. Most polices also require an implementation program to carry out the intended purpose.

Goal 3.5.1 of the Circulation Element also needs to be considered to see how Policy 3.5.1.2 is integrated into the overall direction. Goal 3.5.1 states "Create a problem free and safe transportation system in Colfax Planning Area." There are four specific policies and two Implementation Measures listed under this goal. In summary, they include:

<u>Policies</u>

Policy 3.5.1.1	Maximize the efficient use of the existing transportation system.
Policy 3.5.1.2	Maintain a level of service 'C' standard for City intersections and roadways.
Policy 3.5.1.3	Take a pro-active position in regional transportation issues…
Policy 3.5.1.4	Traffic impacts must be considered in land use decisions…

Implementation Measures

3.5.1A	Monitor standards and requirements for future development…noting and prioritizing improvements such as streets…These needed improvements will be included in the City's Capital Improvement Program.
3.5.1B	Land uses that generate a high incidence of auto traffic, such as drive-ins, convenience stores, fast food outlets, shopping centers and large subdivisions shall submit a site specific traffic report…

Implementation Measure 3.5.1A provides a partial program to address how the city will maintain LOS C on its roadways and intersections. It requires that a Capital Improvement Plan (CIP) be developed and adopted. The other side of that equation is the identification of a funding source for how the city will implement the CIP. The city's traffic mitigation fee program was most recently updated in 2006. Mitigation fee programs are limited in that they can only pay for the impacts of new development. Other funds need to be identified that will cover system deficiencies. Typically, these sources include regional transportation agency (Placer County Regional Transportation Agency, state, federal and local funds.

Expanding beyond the Circulation Element, the rest of the general plan needs to be evaluated and considered as part of a more comprehensive approach toward development in the city. Section 1.6 of the General Plan Introduction sets the tone and direction for the entire general plan. The overall goals and objectives are set forth in the introduction. Following are the key statements about the general plan direction:

1. Maintain and attract employment (Economic Element)
2. Ensure new development is self supporting, high quality and compatible with the city (Community Design Element)
3. Provide a safe and efficient circulation system and maintain acceptable levels of service (Circulation Element)

Section 2.4 of the Land Use Element identifies a number of relevant city issues needed to implement the general plan. They include items such as updating and expanding the various development fee schedules. Along these lines, Implementation Measures 2.6.2B requires that the CIP be updated and presumably kept current with changing needs. In addition, Implementation Measure 2.6.2D requires that new development pay it's pro rata share associated with the costs of infrastructure needed to support development and maintain an overall quality of life in Colfax.

Section 8.1 of the Economic Development Element strives to accomplish an improved economic business climate which recognizes constraints and opportunities, expansion of the local tax base and enhanced employment opportunities. It further states that the City of Colfax has the opportunity to strategically plan for its role in a regional economy. It further supports positive economic growth for a full range of local employment, a more diversified local economy, greater capture of tourism and increased sales tax. Section 8.2 further states that the city's commitment to economic development is strong. Economic development is the engine whereby sales tax and property tax will grow and that the city's continual attraction to development will help ensure that plans become a reality.

Finally, the Economic Development Element identifies a number of issues that need to be addressed in order to promote economic development activity. These issues include, but are not limited to the following:

- Does Colfax make the permit process for development easy and painless?

- Is Colfax an inviting place for business? Related to that question, is there adequate infrastructure (water, sewer, roads, etc) and public services (police and fire protection, etc.)

Traffic LOS on city roads

The most recent traffic study that examines level of service on City roads was prepared for the Maidu Village project by K.D. Anderson and Associates, in December 2013. That study indicated that there are three intersections that currently exceed LOS C within the City of Colfax (Attachment 1). These intersection include S. Auburn Street/Central Street (a.m. and p.m. peak hour), S. Auburn Street/SR 174 Overcrossing (a.m. peak) and S. Auburn Street, WB I-80 ramps (a.m. peak). Under cumulative buildout conditions to the year 2032, (including Maidu Village) there are an additional four intersections that will degrade to LOS D or F in the a.m. or p.m. peak hours without mitigation (Attachment 2).

Circulation System Improvements

There are currently three intersections that are operating below LOS C that will require improvements in accordance with Policy 3.5.1.2. As noted in Table 12, below, these intersections are S. Auburn Street / Central Street, S. Auburn Street / SR 174 Overcrossing and S. Auburn Street / WB I-80 ramps. The General Plan notes that signalization of these intersections or other acceptable traffic management methods will be needed to improve the locations to LOS C conditions. As noted, the current City fee program collects funds towards these three locations. Attachments 1 (Existing LOS) and 2 (2032 LOS) further demonstrate the changes in LOS and how LOS C can impact the type of improvements needed at various intersections.

TABLE 12
TRAFFIC MITIGATION FEE PROGRAM IMPROVEMENTS

Intersection	Description	Cost ($1,000's)
S. Auburn Street / Central Street	Signalization, lane improvements and striping	$600.00
S. Auburn Street / SR 174 Overcrossing	Signalization, lane improvements and striping	$400.50
S. Auburn Street / WB I-80 ramps	Signalization, lane improvements and striping	$420.00
Source: Colfax Mitigation Fee Study, Table R1 Major Infrastructure Roads, 7/10/2006		

Generally both current and future impacted intersections within the City are effected by factors beyond the City's control. These factors include the at-grade downtown railroad crossing, the west bound I-80 on and off-ramps at S. Auburn Street and the Hwy 174 over grade railroad crossing. These realities may lead to reconsideration of LOS C as the City's standard for acceptable traffic impacts in future reviews of the General Plan. In the meantime, the traffic mitigation fee program recommends and is collecting funds for signalization and lane/striping improvements for these various impacted intersections. There are no recommended improvements or mitigation fees for the other impacted intersections (Attachment 2)

Conclusions

1. Economic development is the engine that will generate employment, increase tourism while promoting growth in sales and property tax.
2. All forms of development are required to contribute their fair share costs to cumulative infrastructure expansion.
3. The City's traffic impact fee schedule only addresses three intersections that are currently exceeding LOS C (Table 12, from Maidu Village, above).

   a. The City has little control over the factors that contribute to the lower levels of service at these three intersections.
4. A comprehensive traffic study has not been commissioned by the City to evaluate long term general plan level traffic impacts.
5. Under cumulative buildout conditions (2032), the Maidu Village traffic study identified a total of seven intersections that will exceed LOS C during either a.m. and/or p.m. peak hours.
6. The City's traffic impact fee program currently does not collect fees to off-set the cumulative impacts at the additional impacted intersections.
7. Failure to address either LOS and/or future funding for improving impacted intersections under buildout conditions could affect quality of life and the City's ability to attract economic development.

Recommendations

1. In the short term, since the city has an adopted mitigation fee program addressing LOS C improvements at the three currently impacted intersections, the city could find that it has a program to implement Policy 3.5.1.2 and Implementation Measure 3.5.1A of the 2020 General Plan.
2. The City should embark on a program to minimally update the Circulation and Land Use Elements to comprehensively evaluate future (normally 20 years) traffic impacts along with recommended improvement levels based on the desired LOS. Such a comprehensive update could consider the possible reduction in LOS (to D or lower) at the three existing impacted intersections, examine future traffic impacts to the year 2035 and beyond and/or other programs to reduce the impact of new traffic on city intersections. Any such update would require a concurrent review of the needed intersection improvements through the CIP and funding sources, including an updated mitigation fee program. Any such amendment to the General Plan would be subject to review under the provisions of the California Environmental Quality Act.
3. Examine the City's' land use review process to provide permit streamlining where possible while accommodating city development standards along with design review.

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE April 8, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Staff
DATE: March 16th, 2015
SUBJECT: Approval of Lift Station #2 Pump Upgrade

	N/A	X	**FUNDED**		**UN-FUNDED**	**AMOUNT: $23,612.96**	**FROM FUND: 561**

RECOMMENDED ACTION: Adopt Resolution 11-2015 Authorizing the City Manager to Purchase two new Lift Station Pumps in the Amount of $17,112.96 and have them Installed for an Amount not to Exceed $6,500.

SUMMARY:

The City owns and maintains four sewer lift stations. Lift station #2 has the most difficult task of all the lift stations, pushing sewage 144' uphill. It was built in 1988, using two pumps run in series to accomplish the task. These pumps continue to fail, are costly to fix, and costly to remove and install as they are 20 feet underground in a confined space. Several respectable pump companies have analyzed the lift station's design and found it to be prone to pump damage. The pumps are being run significantly out of their design curve, causing a substantial amount of lateral force on the motor shaft, which eventually breaks. The pumps themselves are also of a poor design, lacking a stabilizing bearing on the impeller end.

These pumps are no longer manufactured and some critical replacement parts do not exist. The original motors were custom-made just for this application and are no longer produced. Staff has designed and commissioned new parts to retrofit the pumps, but the pumps continue to fail due to poor design of the system and poor design of the pumps.

Recently two of four pumps have failed at lift station #2. Staff can continue to repair these pumps, however, catastrophic failure of the current pump design has the potential to result in a far more expensive situation by causing damage to other equipment, as well as the costs associated with a sewage spill and continuous sewage pumping and haul-off. Knowing the problem is in the design, staff believes it is in the City's best financial and operational interest to upgrade these pump systems to current, manufacturer-supported models that are designed to handle the heavy load without failing.

Staff proposes to upgrade all the pumps at lift station #2, a total of four, in a two-phase project. Phase 1 would consist of replacing both broken pumps on circuit #1, leaving the pumps in circuit #2 in place to pump while the work is being performed. Phase 2 would consist of upgrading the (currently running) pumps in circuit #2, potentially when one of those pumps fails in the future. Phase 2 could be pushed out to the next fiscal year if monetary resources prohibit the purchase.

Staff has acquired four bids for the equipment for this project. The lowest bid is from Flo-Line Technology, Inc. out of Auburn, in the amount of $17,112.96 for two ABS-brand pumps and the associated hardware. Installation is estimated to cost no more than $2,500, and pipe modifications are estimated to cost no more than $4,000. The total cost for Phase 1 will not exceed $23,612.96, and could be less if custom piping modifications are minimal or not necessary.

CONCLUSION:

Staff recommends that Council authorize the City Manage to purchase two new lift station pumps in the amount of $17,112.96, and have them completely installed for an additional amount not to exceed $6,500.

ATTACHMENTS:

a. Resolution 11-2015
b. Quote from Flo-Line Technology, Inc.

City of Colfax
City Council

Resolution № 11-2015

AUTHORIZING THE CITY MANAGER TO PURCHASE TWO NEW LIFT STATION PUMPS IN THE AMOUNT OF $17,112.96 AND HAVE THEM INSTALLED FOR AN AMOUNT NOT TO EXCEED $6,500

Whereas, City of Colfax owns and maintains a sewer lift station known as Lift Station #2 which was built in 1988; and,

Whereas, the pumps at Lift Station #2 repeatedly fail due to a design sign flaw; and

Whereas, the City has determined that it is in the best financial and operational interest of the City to replace two pumps; and,

Whereas, The City has obtained four bids for the equipment; and,

Whereas, Flo-Line Technology has returned the lowest bid;

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the City Manager is hereby authorized to purchase two new lift station pumps in the amount of $17,112.96 and have them installed for an amount not to exceed $6,500.

Passed and Adopted this 8th day of April by the following vote:

Ayes:
Noes:
Absent:
Abstain:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

Flo-Line Technology, Inc.
11822 Kemper Rd, Auburn, CA 95603
Ph 530-887-2240, Fax 530-887-2243
Toll Free 800-255-2933
www.flolinepumps.com

ATTENTION	TRAVIS BERRY
COMPANY	CITY OF COLFAX
EMAIL	travis.berry@colfax-ca.gov
PHONE	530-346-2313
FAX	530-346-6214
CELL	
QUOTE NO	8132 R3
DATE	03/18/15

PREPARED BY	Chris Williams	LEAD TIME	STOCK TO 4 WEEKS
CELL	530-887-2240	FREIGHT	PP&ADD
E-MAIL	chris@flolinepumps.com	SHIP VIA	BEST WAY
SUBJECT	ABS PUMP QUOTE	TERMS	NET 30 O.A.C.
REFERENCE	REPLACING PACO KPV	VALIDITY	30 DAYS

Qty	Part No	Description	Unit Price	Ext'd
2		ABS XFP 101G CB1 PE185/2 DRY PIT NON-CLOG PUMP	$8,556.48	$17,112.96
		CAST IRON CONSTRUCTION WITH CONTRABLOCK STYLE		
		IMPELLER; 25 HP, 3550 RPM, 460/3/60 PREMIUM EFFICIENT		
		EXPLOSION PROOF MOTOR. EACH PUMP IS PROVIDED		
		WITH A GLYCOL COOLING JACKET FOR DRY PIT INSTALL,		
		4" SUCTION ELBOW WITH CLEANOUT, SST HARDWARE,		
		AND PUMP STANDS.		
		PLEASE NOTE: PIPING MODIFICATIONS MAY BE REQUIRED		
1	RESTOCKING FEE	RESTOCKING FEE - BASED UPON PUMPS AND EQUIPMENT	$4,900.00	$4,900.00
		NOTED ABOVE TO BE PLACED ON ORDER. FEE ONLY		
		DUE AND PAYABLE IF PUMP AND EQUIPMENT ORDER		
		IS CANCELLED.		
		(FORMAL PURCHASE ORDER REQUIRED TO BEGIN ORDER		
		PROCESS)		
THANK YOU VERY MUCH FOR THE OPPORTUNITY TO QUOTE THE ABOVE PRODUCTS			Total	$22,012.96

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE APRIL 8, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED By: Jim Fletter, Assistant City Engineer

SUBJECT: Consultant Services Agreement with TLA Engineering & Planning (TLA) for the North Main Bike Route Improvement Project

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $12,900**	**FROM FUND: ATP**

RECOMMENDED ACTION: Adopt Resolution No. 12-2015 Authorizing the Execution of a Consultant Services Agreement in the Amount of $12,900 with TLA Engineering and Planning for the North Main Bike Route Improvement Project.

ISSUE STATEMENT AND DISCUSSION:

The City recently received approval for Active Transportation Program (ATP) funding for the North Main Bike Route Improvements, Project No. ATPL-5187(008). This project includes design and construction of a bike route along N. Main St., with widening, road repair, tree trimming, re-striping, drainage grates, bike rack, and barrier curb. This project was originally prepared and designed by TLA around 2008. The plans are nearly complete and Staff is recommending that City Council authorize the City Manager to enter into an agreement with TLA to complete the design and prepare technical specifications and an engineer's estimate of probable costs. In the attached project scope and cost proposal prepared by TLA, the cost to prepare these items of work is fixed at $12,900. TLA has proposed additional services, such as bidding and construction support on a time and material basis. At this time, Staff does not anticipate that these additional services will be needed but, if they are, then Staff will request additional approvals and budget from Council.

Because the designs were near completion by TLA around 2008, the City Engineer cannot complete the plans and specification at a lower cost than TLA proposes and the City Engineer does not believe other qualified engineer firms will provide a lower cost proposal, for the same reason.

SUPPORTING DOCUMENTS:

1) Resolution No. 12-2105
2) TLA Proposal

City of Colfax
City Council

Resolution № 12-2015

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT SERVICES AGREEMENT IN THE AMOUNT OF $12,900 WITH TLA ENGINEERING AND PLANNING, INC AND PLANNING FOR THE NORTH MAIN BIKE ROUTE IMPROVEMENT PROJECT

Whereas, the City has funding through the State Active Transportation Program to prepare plans and specifications for the North Main Bike Path Improvement, Project No. ATPL-5187(008); and**,**

Whereas, the plans for said Project were nearly completed by TLA Engineering and Planning (TLA) in prior years; and

Whereas, TLA submitted a proposal to complete the plans, prepare specifications, an opinion of probable costs, and recorded drawings for a fixed fee amount of $12,900; and,

Whereas, the City believes continuing with the original engineers is the most cost effective approach.

Now Therefore, Be It Resolved by the City Council of the City of Colfax that the City Manager is authorized to execute a Consultant Services Agreement on behalf of the City with TLA Engineering and Planning, Inc. for an amount not-to-exceed $12,900.

Passed and Adopted this 8th day of April, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A. Douglass, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

UNDERSTANDING OF THE PROJECT

This Scope defines the professional civil engineering services TLA Engineering and Planning, Inc. (Consultant) will provide for City of Colfax (Client). This Scope defines the Consultant's effort necessary to prepare the items listed herein and to inform the Client as to some of the additional consultants and other items necessary for plan approval and project construction.

The **North Main Street Bike Route** (Project) is a proposed street widening and repair project to improve the bike route between SR 174 and Depot way in the City of Colfax. The design of the project originally started in 2005, and was put on hold in 2006 (2006 plans). The City now wishes to reissue the plans and put the project out to bid.

The TLA engineers that worked on the project in 2005 and 2006 are no longer with TLA. The current TLA engineers will have to learn about the project in order to complete the design and prepare the construction plans.

PROJECT OBJECTIVES

Client desires Consultant to provide professional civil engineering services to design the improvements and to prepare the civil engineering construction documents, specifications and Opinion of Probable Construction Costs (OPCC), and to provide support services during construction of the improvements.

The 2006 plans show the thickness of a structural section (asphalt concrete surface over an aggregate base) and various lengths and widths of areas of existing streets that are to be removed and replaced with a new structural section. TLA has no record of how the thickness of the structural section was determine or the lengths and widths of area to repair. TLA recommends the City hire a geotechnical engineer to recommend the structural section thickness, and, in conjunction with the City Engineer, determine the lengths and widths of the areas to repair. The City may choose to use the thickness of the structural sections and the lengths and widths of areas to repair as shown on the 2006 plans, in which case TLA assumes no liability for the satisfactory performance of the completed work or if the completed work meets the City's design objective.

SCOPE OF SERVICE

Task 1 Improvement Plans

Consultant will either use the 2006 plans as noted above, or perform a new design based on a geotechnical engineer and prepare the engineering improvement plans for the Project in accordance with the design current city standards. The improvement plans will be prepared in sufficient detail to inform the contractor how to construct the project's improvements: grading, paving, curb, gutter, walkways, and storm drainage facilities. In either way the City chooses, the plans will be sustainably the same as the plans prepared in 2006.

It is anticipated that the improvement plans will contain the following sheets:

- Title Sheet
- Notes Sheet
- Typical Sections and Detail Sheets
- Road Plan and Profile
- Striping Plan
- Erosion and Sediment Control Plan

Consultant will submit the engineering improvement plans to the City of Colfax for compliance with their standards. Consultant will provide plan sets to the Client for coordination with other agencies.

Consultant anticipates the need for one team kick-off meeting at the site to verify the extent of work shown on 2006 plans set will meet the City's objective.

Unless Client provides a different paving recommendation, the pavement sections shown on the 2006 plans will be utilized. Consultant is not responsible for determining the paving section. This scope assumes Consultant will utilize existing boundary, easement, and topographic mapping used in the preparation of the 2006 plans. Consultant is not aware of any changes since the originally mapping and surveying was completed. Additional, utility locating, potholing, and additional mapping may be needed to complete the Project. Services such as these will require an Extra Service Agreement (ESA).

Task 1: Deliverables

- Approved Civil Improvement Plans
- Geotechnical Engineer's pavement recommendations, or will choose to use the structural section and lengths and widths of areas to repair as shown on the 2006 plans.
- Potholing and locating (horizontal and vertical) existing utilities and points of connection

Task 2 Specifications and Opinion of Probable Construction Cost

Consultant will prepare the Technical Specification for the work and materials contained within the Improvement Plans. Consultant will provide these to the Client to be included with their Standard Specification to be issued with the Improvement Plans. Client will prepare the Special Provisions and other Bid Documents.

Consultant will prepare a quantities list and an Opinion of Probable Construction Cost (OPCC) in a format provided by the Client to be utilized for cost estimates and bidding.

Task 2: Deliverables
- Technical Specifications for work and materials contained in the improvement plans
- Quantities list
- Opinion of Probable Construction Cost (OPCC)

Client Provided Items
- Format for specification
- City standard specifications

Task 3 Record Drawings

At the end of site construction, Consultant shall prepare record drawings reflecting changes made during construction. Client's contractor will be required to provide to Consultant red-line drawings showing all changes made by contractor for Consultant's use in preparing the record drawings. The record drawings are, in part, based upon unverified representations of actual construction information provided by the contractor. Therefore, the Consultant cannot and does not warrant their accuracy.

Task 6: Deliverables
- Record Drawings

Client Provided Items
- All red-lined changes to the plans made by Client's contractors and design team other than Consultant

Task 4 Construction Support Services

The City will provide construction observation and contract administration during all construction.

The Consultant shall visit the construction site at intervals appropriate to the stage of construction in order to observe the progress and quality of the work completed by the contractor(s) and to observe that the plans and specifications represent the actual field conditions. Such visits and observation are not intended to be an exhaustive check or a detailed observation of the contractor's work, but rather are to allow the Consultant to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the intent of the plans and specifications.

Based on this general observation, Consultant shall keep the Client informed about the progress of the work and shall endeavor to guard the Client against deficiencies in the work. If the Client desires a more extensive project observation or full-time project representation, the Client shall request that Consultant provide such services as Additional Services in accordance with the terms of the contract.

The Consultant shall not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected

by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor. The Consultant shall not be responsible for any acts or omissions of the contractor, subcontractor, and any entity performing any portions of the work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Consultant's scope of service and contract documents or any applicable laws, codes, rules or regulations.

Task 5 Bidding Support

Consultant can provide professional services to support the bidding process. These services may include, but not limited to, modified quantity sheets, review of bids, respond to request for information, and attending pre-bid or opening bid meetings.

Task 6 Client Requested Services

Consultant can provide professional services, as requested, to support Client's efforts in processing timely and cost effective solutions to various project approval stages. Services which could be provided include items that may or may not be directly related to the preparation of the improvement plans such as, but not limited to: bidding assistance, value engineering and exploration of alternative engineering solutions, supporting Client's or other project consultants, additional opinion of probable costs, preparation of various supporting exhibits, processing of infrastructure security issues and agreements, etc.

EXCLUDED SERVICES

Client acknowledges that other services outside the Consultant's Scope of Service may be necessary to have a successful project. Some items will be provided by others (such as the City) and are include in the Client to Provide section, while other may or may not be needed at all, but are listed here to make the Client aware of them. Some of the excluded items are, but not be limited to providing, the following items:

- Soils reports and geotechnical services;
- Surveying, staking, and mapping services not specifically addressed in the Scope of Service;
- SWPPP;
- Right of way acquisition, rights of entry, or construction easements;
- Encroachment permits form Caltrans of the Rail Road;

Upon Clients request, Consultant will provide an ESA for any of the above listed items.

CLIENT TO PROVIDE

Client will provide, but not be limited to providing, the following items to the Consultant for purposes of preparing, submitting and processing the improvement plans:

1. Obtain and pay all necessary permit and inspection fees;
2. Special Provisions for the Specification;
3. Bid packages;

4. Encroachment Permits;
5. Right of way acquisitions;
6. Submittal to regulatory agencies and utility companies unless specified in the attached scope of services.

STANDARD OF CARE

Consultant will provide the engineering service in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

REIMBURSABLE EXPENSES

Cost for direct expenses related to photocopies, blueprints, reproductions, mailing, and mileage incurred during project representation will be billed on a reimbursable basis. These costs are not reflected in the attached budget and will be billed separately from the previously identified tasks in conjunction with monthly invoices (direct expense plus 15%).

COMPENSATION

The Client shall pay the Consultant for Scope of Service Tasks 1 through 3 on a Fixed Fee basis in the amounts listed in the summary below. Client shall pay Consultant for Scope of Service Tasks 4, 5, and 6 on a Time and Materials (T&M) basis, in accordance with our standard rate schedule (copy attached). If additional budget is needed to complete these tasks, Consultant will notify Client and obtain authorization prior to exceeding the N.T.E. amounts.

Consultant will invoice the Client each month for the estimated amount of service the Consultant provided the previous month. Client will pay the Consultant within thirty (30) days of the date of the invoice.

BUDGET SUMMARY

Task	Description	Budget	Terms
Task 1	Improvement Plans	$ 9,500	Fixed Fee
Task 2	Specifications and OPCC	$ 3,100	Fixed Fee
Task 3	Record Drawings	$ 3,00	Fixed Fee
Task 4	Construction Support Services	T&M	Estimated budget range $5,000 to $9,000
Task 5	Bidding Support	T&M	T&M as requested
Task 6	Client Requested Services	T&M	T&M as requested

The above budget summary is based upon using the 2006 plans, the current site conditions as of the date of this scope of services, the preliminary reports and studies associated with the project, and other assumptions stated within this scope. If the City hires a geotechnical engineer to design a new structural section or the City changes the lengths or widths of the project and or the assumptions change, the Consultant and Client shall mutually agree to compensation adjustments.